# Notice of Meeting of the
# Electric Utility Advisory Board
# of the City of Georgetown, Texas
# June 18, 2026

The Georgetown Electric Utility Advisory Board will meet on June 18, 2026 at 3:00 PM at GMC-Williamson Conference Room 300-1 Industrial Ave, Georgetown, TX 78626.

The City of Georgetown is committed to compliance with the Americans with Disabilities Act (ADA). If you require assistance in participating at a public meeting due to a disability, as defined under the ADA, reasonable assistance, adaptations, or accommodations will be provided upon request. Please contact the City Secretary's Office, at least three (3) days prior to the scheduled meeting date, at (512) 930-3652 or City Hall at 808 Martin Luther King Jr. Street, Georgetown, TX 78626 for additional information; TTY users route through Relay Texas at 711.

## Public Wishing to Address an Advisory Board

On a subject that is posted on this agenda: Please fill out a speaker registration form which can be found on the table at the entrance to the meeting room. Clearly print your name and the letter of the item on which you wish to speak and present it to the Board Liaison prior to the start of the meeting. You will be called forward to speak when the Board considers that item. Only persons who have delivered the speaker form prior to the meeting being called to order may speak. Speakers will be allowed up to three minutes to speak. If you wish to speak for six minutes, it is permissible to use another requestor's granted time to speak. No more than six minutes for a speaker may be granted. The requestor granting time to another speaker must also submit a form and be present at the meeting.

On a subject not posted on the agenda: A request must be received by the Advisory Board or Commission Liaison prior to the day the agenda for this meeting is posted. Each speaker will be given three minutes to address the Board or Commission members. No action can be taken at this meeting.

## Call to Order

Comments from the Chair

Announcements

• Safety Topic -- Danny Potter, Electric Safety Program Manager

• Employee Engagement -- Daniel Bethapudi, Electric Utility General Manager

### Regular Session

1.A Approval of Minutes

Consideration and approval of the May 21, 2026, minutes -- Pam Cofer, Board Liaison

1.B 2026 Electric Utility Lineworker Scholarship Awards

Discussion regarding the 2026 Electric Utility Lineworker Scholarship Awards -- Danny Potter, Electric Safety Program Manager

1.C Electric Monthly Operating Report

Discussion regarding the Electric Monthly Operations Report -- Daniel Bethapudi, Electric Utility General Manager

- Customer Service Report -- Cherie Hernandez, Customer Billing Manager
- Electric Operations Report -- Danny Potter, Electric Safety Program Manager
- Safety & Employee Development Report -- Danny Potter, Electric Safety Program Manager
- Customer Energy Solutions -- Victoria Sirimarco, Customer Energy Solutions Manager

1.D Proposed Electric Pole Attachment Policy Update
Consideration and possible action regarding a resolution amending the Pole Attachment Policy -- Alex Spinn, Electric Design Supervisor

1.E Energy Resource Plan
Presentation and discussion regarding a proposed process to develop an Energy Resource Plan – Daniel Bethapudi, General Manager Electric Utility

1.F Proposed Electric Rate Ordinance Update
Discussion and possible action regarding a proposed Electric Rate Ordinance update, including revisions to electric rates, fees, and related service provisions -- Daniel Bethapudi, Electric Utility General Manager

1.G Governor Greg Abbott's Data Center Directives
Discussion of State of Texas Data Center Directives Issued by Governor Greg Abbott to PUC and ERCOT -- Daniel Bethapudi, Electric Utility General Manager

## Executive Session

In compliance with the Open Meetings Act, Chapter 551, Texas Government Code, Vernon's Codes, Annotated, the items listed below will be discussed in closed session and are subject to action in the regular session.

2.A Cybersecurity Update
Sec. 551.089 Deliberation Regarding Security Devises or Security Updates

2.B Certain Public Power Utilities: Competitive Matters
Sec. 551.086: Certain Public Power Utilities: Competitive Matters - Purchase Power Review

2.C Risk Management Policy Update
Sec. 551.086: Certain Public Power Utilities: Competitive Matters - Risk Management Policy Update Review

## Adjournment

## Certificate of Posting

I, Robyn Densmore, City Secretary for the City of Georgetown, Texas, do hereby certify that this Notice of Meeting was posted at City Hall, 808 Martin Luther King Jr. Street, Georgetown, TX 78626, a place readily accessible to the general public as required by law, on the _____ day of _________________, 2026, at ________, and remained so posted for at least three business days preceding the scheduled time of said meeting.

Robyn Densmore, City Secretary

# City of Georgetown, Texas
# Electric Utility Advisory Board
# June 18, 2026

SUBJECT:
Approval of Minutes

SUGGESTED ACTION:
Consideration and approval of the May 21, 2026, minutes -- Pam Cofer, Board Liaison

ITEM SUMMARY:

FINANCIAL IMPACT:

SUBMITTED BY:
Pam Cofer, Electric Department

ATTACHMENTS:
2026.05.21 EUAB Meeting Minutes.pdf

# Minutes of the
# Electric Utility Advisory Board
# City of Georgetown, Texas
# Thursday, May 21, 2026

The Georgetown Electric Utility Advisory Board met on Thursday, May 21, 2026 at 3:00 PM at GMC-Williamson Conference Room 300-1 Industrial Ave, Georgetown, TX 78626.

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The following Members were in attendance:
Present were Benjamin H Butler, Sammy R Jones, Laura Klein Plunkett, Elizabeth Wick

## Public Wishing to Address an Advisory Board

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On a subject not posted on the agenda: A request must be received by the Advisory Board or Commission Liaison prior to the day the agenda for this meeting is posted. Each speaker will be given three minutes to address the Board or Commission members. No action can be taken at this meeting.

## Call to Order

### Comments from the Chair

### Announcements

- Danny Potter, Electric Safety Program Manager, summarized National Safety Month with a focus on electrical hazards at work and home, discussing importance of tree branch removal to ensure sufficient clearance range to avoid branch hitting wires. He also introduced the new Safety Coordinator, Philip Lynn.

- Jack Daly, Chief Business Officer-Electric, reviewed recent Electric activities. He introduced Pam Cofer, the new Administrative Assistant from the City of Georgetown Accounting department, and acknowledged Courtney Hanson, Electric Engineering Support Analyst, for her 10 years of City Service. Laurie Brewer was honored at her retirement celebration for 30 years with the City, and Jose Espinoza Torres was recognized for his contributions upon leaving the Electric Utility. Staff were honored at the Electric Family picnic.

## Regular Session

1.A. Approval of Minutes

Consideration and approval of the April 16, 2026, minutes -- René Barajas, Board Liaison
**Moved** by Laura Klein-Plunkett; seconded by Elizabeth Wick to approve April 16, 2026, minutes.
**Motion** Approved: 4 – 0
**Voting For**: Benjamin H Butler, Sammy R Jones, Laura Klein Plunkett, Elizabeth Wick

1.B Electric Monthly Operating Report

Discussion regarding the Electric Monthly Operations Report -- Daniel Bethapudi, Electric Utility General Manager

**Customer Service Report - Cherie Hernandez, Customer Billing Manager**
Ms. Hernandez presented customer statistics for March and April 2026, reviewed billing and electric revenue for FY2026, discussed aged receivables for both active and inactive accounts, and compared collection agency activity between February and March 2026. No questions were asked.

**FY2025 Year End Financial Report - Christi Rawls, Controller**
Ms. Rawls presented the Electric Year End Financial Reports through September 2025 and discussed key points in the income statement. Ms. Klein-Plunkett asked about *other* costs, which Michael Simpson, the Energy Market Portfolio Analyst, clarified are reimbursed departmental expenses. Mr. Butler inquired about PILOT fees, and Mr. Simpson noted they are returned to the general fund. Ms. Rawls wrapped up with Electric Fund Highlights; no further questions were raised.

**Electric Operations Report - Danny Potter, Electric Safety Program Manager**
Mr. Potter presented the Electric Operations Report, explaining SAIFI and CAIDI's relevance to April 2026 outages and highlighting improved troubleshooting and maintenance that led to fewer power failures. He clarified for Mr. Butler that each interruption over five minutes counts as an outage, and described a major underground outage requiring cable splicing, with photos illustrating the damage. Richard Pajestka, Electric Engineering and Operations Manager, noted most storm-related issues were minor, with only a few lines down and no circuit lockouts; flickering indicated system resets. Mr. Jones acknowledged the team's efforts and enhanced reliability. Mr. Potter reported 424 streetlight repairs so far, with Mr. Butler praising the one-day average turnaround against competitors' typical fourteen days. No further questions were asked.

**Safety & Employee Development Report - Danny Potter, Electric Safety Program Manager**
Mr. Potter gave the April 2026 Safety and Employee Development report, noting 1,185 days without OSHA Reportable events and 1,465 days without Lost Time Incidents. No questions were asked.

**Customer Energy Solutions - Victoria Sirimarco, Customer Energy Solutions Manager**
Ms. Sirimarco reviewed data on Distributed Energy Resources (DER) as well as energy efficiency and conservation (EE&C) efforts. She discussed ongoing HVAC tune-ups and residential energy audits, highlighting the results from the first 25 residential audits, including key performance metrics and findings. She noted the absence of the total investment figure, which will be provided at the next board meeting. To meet the rising demand for audits throughout the City, Lone Star operations have expanded by hiring a second auditor and an additional scheduler to collaborate with our Electric Utility Customer Energy Solutions Program Analyst, Tyson Bagio. Ms. Sirimarco also covered commercial energy audits and commercial HVAC tune-up activities, presenting a detailed schedule of events. Upcoming communication strategies were outlined, including plans for website layout updates, a residential electric newsletter, electric rebate information, the virtual power plant initiative, and commercial demand

response programs. She concluded with an update on key account status, revenue figures, and a profile of the top three Very Large Commercial and Industrial (VLC&I) customers. No questions were raised.

1.C Resolution - Line Extension Policy Update
Consideration and possible action regarding a resolution amending the electric line extension and electric metering policy -- Daniel Bethapudi, General Manager Electric Utility

This item was taken prior to Item 1.B and after Item 1.A.

Alex Spinn, Electric Design Supervisor, provided a detailed summary of the line extension policy and annual fee review, outlining how infrastructure, material, tariff, and labor costs were analyzed. He highlighted updates to the Plant Investment Fee (PIF), which helps recoup electric capacity costs as demand grows. The PIF, launched in 2024 and revised in 2025, will support further fee adjustments through 2028. Mr. Butler and Mr. Spinn discussed differences between power transformers and voltage conversion, with Mr. Bethapudi noting that improved construction standards make the PIF even more crucial for enhancing city power supply. Mr. Spinn explained that the PIF uses a tiered structure, so higher electricity users pay more. He recommended updating the minimum PIF in 2026 and provided clarification between flat fees and those based on supply and demand. Changes to Advanced Metering Infrastructure (AMI) were addressed, including how new meter installations affect costs and fee calculations per dwelling unit. Application fees, processed by the City's Electric Utility, are non-refundable to ensure full cost-recovery, especially for VLC&I customers facing larger charges. Staff recommended to City Council that all costs be recovered internally. Application and connect fees were further explained, with meter connect fees handled through permitting. No additional questions were raised.

## Executive Session

In compliance with the Open Meetings Act, Chapter 551, Texas Government Code, Vernon's Codes, Annotated, the items listed below will be discussed in closed session and are subject to action in the regular session.

2.A Cybersecurity Update
Sec. 551.089 Deliberation Regarding Security Devises or Security Updates

2.B Certain Public Power Utilities: Competitive Matters
Sec. 551.086: Certain Public Power Utilities: Competitive Matters - Purchase Power Review

## Adjournment

**Moved by** Laura Klein-Plunket; seconded by Sammy R Jones at 4:21pm.
**Motion** Adjourn: 4 – 0
**Voting For**: Benjamin H Butler, Sammy R Jones, Laura Klein Plunkett, Elizabeth Wick
**Voting Against**: None

These minutes were approved at the meeting of ________________________________

______________________________ ______________________________
Chair Attest

# City of Georgetown, Texas
# Electric Utility Advisory Board
# June 18, 2026

SUBJECT:
2026 Electric Utility Lineworker Scholarship Awards

SUGGESTED ACTION:
Discussion regarding the 2026 Electric Utility Lineworker Scholarship Awards -- Danny Potter, Electric Safety Program Manager

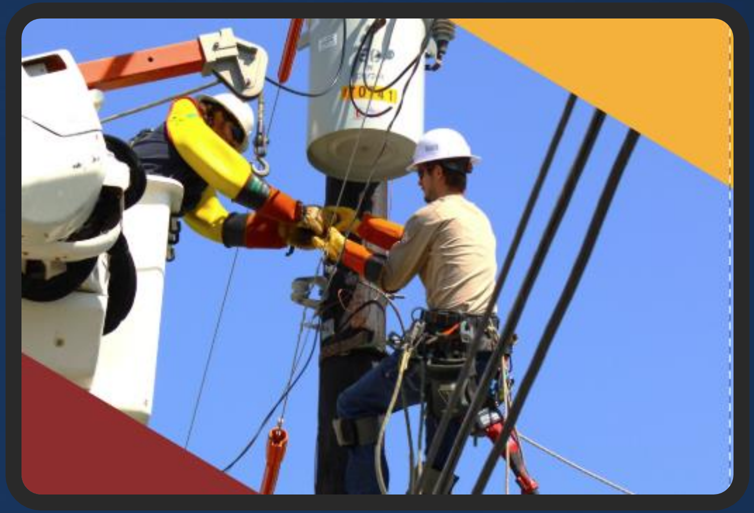
ITEM SUMMARY:

FINANCIAL IMPACT:

SUBMITTED BY:
Pam Cofer, Electric Department

ATTACHMENTS:
Scholarship Presentation.pdf

# ELECTRIC UTILITY 2026 LINEWORKER SCHOLARSHIP



**JACK DALY** | *Chief Business Officer-Electric*

GEORGETOWN
electric utility

# Pre-Apprentice Lineworker Trade School Scholarship Program

Powering Georgetown: Energizing Our Community's Future

## Scholarship Includes

**Two** One-Time Scholarship Award covering 50% of tuition expenses, capped at a maximum of $5,000.00.

Utility tours and job shadowing opportunities.

Information clearly detailing the steps to becoming a journeyman lineworker.

Guidance on physical and academic preparation.

Information on additional scholarships (APPA, Trade Unions, etc).

## Application Process & Requirements

- Proof of residency or proof of enrollment in an accredited high school within the city limits of Georgetown.
- Proof of graduation or GED Certificate.
- A personal statement or essay describing career interest in linework.
- At least one letter of recommendation.

## Additional Information

- Funds are disbursed directly to the trade school.
- Recipients must apply through the standard hiring process; award is not a guarantee of employment.

# SCHOLARSHIP AWARDS

Congratulations to the two recipients of the City of Georgetown Electric Utility Pre-Apprentice Lineworker Scholarship:

## CESAR VARGAS

Georgetown High School

## SAMUEL GREGORY GALAN

East View High School

# City of Georgetown, Texas
# Electric Utility Advisory Board
# June 18, 2026

SUBJECT:
Electric Monthly Operating Report

SUGGESTED ACTION:
Discussion regarding the Electric Monthly Operations Report -- Daniel Bethapudi, Electric Utility General Manager

- Customer Service Report -- Cherie Hernandez, Customer Billing Manager
- Electric Operations Report -- Danny Potter, Electric Safety Program Manager
- Safety & Employee Development Report -- Danny Potter, Electric Safety Program Manager
- Customer Energy Solutions -- Victoria Sirimarco, Customer Energy Solutions Manager

ITEM SUMMARY:

FINANCIAL IMPACT:

SUBMITTED BY:
Pam Cofer, Electric Department

ATTACHMENTS:
Monthly Report.pdf

# Georgetown Electric Utility Advisory Board

JUNE 18, 2026

# AGENDA

## Call to Order

Introduction

- *Members & Welcome New Members*
- *Board Liaison & Staff*
- *Visitors*
- *Public Wishing to Address the Board*

Announcements:

- *Safety Moment*
- *Employee Engagement*

Comments from the Chair

## Regular Session

Review & Approval of Minutes

2026 Electric Utility Lineworker Scholarship Awards

Electric Monthly Operating Report

- *Customer Service Report*
- *Electric Operations Report*
- *Safety & Employee Development Report*
- *Customer Energy Solutions Report*

Energy Resource Plan

Proposed Updates

- *Proposed Pole Attachment Policy Update*
- *Proposed Electric Rate Ordinance Update*

Gov. Abbott's Data Center Directives

## Executive Session

Cyber Security Update

Purchased Power Update

Risk Management Policy Update

# INTRODUCTIONS

*- Members & Welcome New Board Members*
*- Board Liaison & Staff*
*- Welcome Visitors*
*- Public Wishing to Address the Board*

**BEN BUTLER** | *Board Chair*

GEORGETOWN
TEXAS

# SAFETY TOPIC
## *Lightning Safety*

**DANNY POTTER** | *Electric Safety Program Manager*

# EMPLOYEE ENGAGEMENT

**DANNY POTTER** | *Electric Safety Program Manager*

# CONGRATULATIONS

## HARRIS GREEN-MORAN

City of Georgetown's Newest
Electric Utility Journeyman Lineman

# NEW ASSISTANT CITY MANAGER

## Georgetown hires assistant city manager

After a nationwide recruitment search conducted by Affion Public, City Manager David Morgan has appointed Jack Daly as assistant city manager effective June 22.

“Laurie Brewer hired me for my first role with the City of Georgetown more than 13 years ago, so it is especially meaningful to step into this position following her retirement,” Daly said. “I’m grateful for the strong foundation Laurie helped build and look forward to continuing the important work of preparing Georgetown for the future while fostering the qualities that make this community so special.”

Daly joined the City of Georgetown in March 2013 and has spearheaded several key initiatives and programs, including debris pickup during the 2023 winter storm, the merger between the Georgetown Animal Shelter and the Williamson County Regional Animal Shelter, and the renovation of the City’s transfer station. Daly’s leadership roles at the City include community services director, overseeing the City’s animal services, code compliance, emergency management, stormwater, and environmental services departments, assistant public works director, and chief business officer in the Electric Utility. He holds a master’s degree in public administration from the University of North Texas and a Bachelor of Arts degree in government and history from The University of Texas at Austin.

As assistant city manager, Daly will oversee several City departments, including Water, Public Works, Parks and Recreation, and the Public Library.

“Jack Daly has a proven track record as a leader in the City organization and is an excellent problem solver and communicator,” Morgan said. “I’m excited about his continued service in this new role.”

# Regular Session

JUNE 18, 2026

GEORGETOWN
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# APPROVAL OF MAY 2026 MEETING MINUTES


**BEN BUTLER** | *Board Chair*

GEORGETOWN
TEXAS

# CUSTOMER SERVICE REPORT

**CHERIE HERNANDEZ** | *Customer Billing Manager*

# CUSTOMER STATISTICS

## Active Electric Meters

| | APR 2026 Available | APR 2026 Contracted | APR 2026 %Contracts | MAY 2026 Available | MAY 2026 Contracted | MAY 2026 %Contracts |
|---|---|---|---|---|---|---|
| Residential | 31,812 | 31,602 | 99.3% | 31,851 | 31,700 | 99.5% |
| General – Small | 2,805 | 2,748 | 98.0% | 2,811 | 2,752 | 97.9% |
| General – Large | 415 | 414 | 99.8% | 422 | 416 | 98.6% |
| Industrial | 36 | 36 | 100% | 36 | 36 | 100% |
| Industrial – Large | 4 | 4 | 100% | 6 | 6 | 100% |
| Industrial - Very Large | 3 | 3 | 100% | 3 | 3 | 100% |
| School Services | 26 | 26 | 100% | 26 | 26 | 100% |
| Municipal | 180 | 180 | 100% | 181 | 181 | 100% |
| Municipal - Pumping | 57 | 57 | 100% | 57 | 57 | 100% |
| Net Metering | 746 | 745 | 99.9% | 750 | 745 | 99.3% |
| **Total Services Count** | **36,084** | **35,815** | **99.3%** | **36,143** | **35,922** | **99.4%** |

## Active Security Lights

| | APR 2026 Available | APR 2026 Contracted | APR 2026 %Contracts | MAY 2026 Available | MAY 2026 Contracted | MAY 2026 %Contracts |
|---|---|---|---|---|---|---|
| Residential | 83 | 83 | 100% | 81 | 81 | 100% |
| Non-Residential | 421 | 395 | 93.8% | 412 | 395 | 95.9% |
| **Total Services Count** | **501** | **475** | **94.8%** | **493** | **476** | **96.6%** |

# CUSTOMER BILLING STATISTICS


| Residential Customer | MAY 2025 | MAY 2026 |
|---|---|---|
| Cost per 1000 kWh (including PCA and Base) | $134.35 | $136.87 |
| Average kWh | 701 | 710 |
| Electric Bill (based on Average kWh) | $94.18 | $97.18 |

# ELECTRIC BILLED REVENUE–FY 2026

VERY LARGE LOADS ARE INCLUDED AS THEY ARE NOW BILLING IN UMAX

- YTD Revenue by Service Period Compared to Budget – Billed Transaction thru 5/31/26

| 2026 Budget | 2026 UMAX Billed - YTD | % of Service Dates Billed | % of Budget | 2026 Consumption - YTD |
|---|---|---|---|---|
| $119,081,461 | $62,709,331 | 61% | 53% | 469,210,759 kWh |

- 1st QTR Revenue by Service Period Compared to Prior Year Actual – (Oct/Nov/Dec)

| 2025 GL Actual | 2026 UMAX Billed | % of Service Dates Billed | % of 2025 Actual |
|---|---|---|---|
| $21,391,253 | $26,270,969 | 100% | 123% |

- 2nd QTR Revenue by Service Period Compared to Prior Year Actual – (Jan/Feb/Mar)

| 2025 GL Actual | 2026 UMAX Billed | % of Service Dates Billed | % of 2025 Actual |
|---|---|---|---|
| $23,316,447 | $25,079,918 | 100% | 108% |

- 3rd QTR Revenue by Service Period Compared to Prior Year Actual – (Apr/May/Jun)

| 2025 GL Actual | 2026 UMAX Billed | % of Service Dates Billed | % of 2025 Actual |
|---|---|---|---|
| $27,338,840 | $11,358,445 | 44% | 42% |

- 4th QTR Revenue by Service Period Compared to Prior Year Actual – (July/Aug/Sep)

| 2025 GL Actual | 2026 UMAX Billed | % of Service Dates Billed | % of 2025 Actual |
|---|---|---|---|
| $33,787,586 | $ | % | % |

# AGED RECEIVABLES REPORT

ELECTRIC AR – ACTIVE ACCOUNTS – AS OF 6/1/2026

| Active | Current | Previous | Balance Change |
|---|---|---|---|
| 31-60 Days | $52,348.25 | $62,824.72 | ($10,476.47) |
| 61-90 Days | $4,445.82 | $2,747.07 | $1,698.75 |
| 91-120 Days | $644.88 | $1,249.95 | ($605.07) |
| 121-365 Days | $1,195.62 | $1,549.69 | ($354.07) |
| 365+ Days | $483.84 | $483.84 | $0.00 |
| **Total** | **$59,118.41** | **$68,855.27** | **($9,736.86)** |

**564**
Active Accounts (Current)

**494**
Active Accounts (Previous)

# AGED RECEIVABLE REPORT

ELECTRIC AR – INACTIVE ACCOUNTS – AS OF 6/1/2026

| Inactive | Current | Previous | Balance Change |
|---|---|---|---|
| 31-60 Days | $31,838.7 | $38,652.43 | ($6,813.73) |
| 61-90 Days | $47,760.57 | $36,107.47 | $11,653.10 |
| 91-120 Days | $37,006.85 | $26,959.51 | $10,047.34 |
| 121-365 Days | $87,574.7 | $131,204.23 | ($43,629.53) |
| 365+ Days | $8,185.18 | $8,071.8 | $113.38 |
| **Total** | **$212,366** | **$240,995.44** | **($28,629.44)** |

**840**
Inactive Accounts (Current)

**937**
Inactive Accounts (Previous)

# COLLECTION AGENCY REVIEW

| By Month | Mar 2026 | Apr 2026 |
|---|---|---|
| Number of Accounts sent to CSII | 163 | 174 |
| Balance of Accounts sent to CSII | $85,673.89 | $76,758.21 |
| Total Collected | $12,759.78 | $29,980.06 |
| | | |
| **5/1/2023 To Date** | **Mar 2026** | **Apr 2026** |
| Number of Accounts sent to CSII | 13,877 | 14,051 |
| Balance of Accounts sent to CSII | $7,047,420.85 | $7,124,179.06 |
| Total Collected | $1,986,969.47 | $2,016,949.53 |
| Total Fee | $374,966.20 | $382,658.39 |
| **Net Collected** | **$1,612,003.27** | **$1,634,291.14** |

# ELECTRIC OPERATIONS MONTHLY REPORT


**DANNY POTTER**| *Electric Safety Program Manager*

GEORGETOWN
TEXAS

# PERFORMANCE METRICS

MAY 2026 OUTAGES

| Metric | May | Good | Caution | Alert | Regional Average | National Average |
|---|---|---|---|---|---|---|
| Electric Reliability (SAIFI) | **0.928** | <1 | 1-2 | >2 | 0.781 | 1.24 |
| Electric Outage Duration (CAIDI) | **56.187** | <116 | 116-200 | >200 | 88.15 | 112.08 |

**SAIFI**: Measures the average number of **sustained outages** experienced by a customer annually

**CAIDI**: This metric shows the average duration of power outages per affected customer.

# MAY LIGHTNING EVENTS

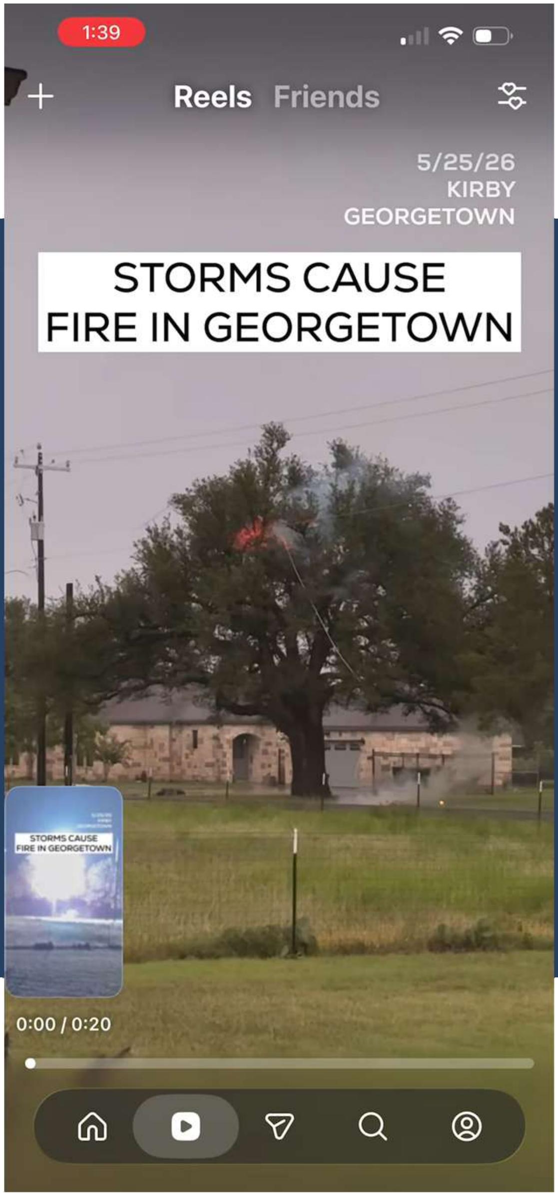
| Start Time | May 19th 8:59pm | End Time | May 20th 6:43am |
|---|---|---|---|
| # of Outgages | Ave Durtaion | Customers Affetcted | |
| 9 | 218 min | 2,098 | |
| # of Crews | 8 two man crews | | |

| Start Time | May 20th 6:42am | End Time | May 20th 11:04am |
|---|---|---|---|
| # of Outgages | Ave Durtaion | Customers Affetcted | |
| 4 | 19 min | 12 | |
| # of Crews | 4 two man crews | | |

| Start Time | May 21st 5:59pm | End Time | May 22nd 6:51am |
|---|---|---|---|
| # of Outgages | Ave Durtaion | Customers Affetcted | |
| 27 | 58 min | 153 | |
| # of Crews | 8 Two Man crews | | |

| Start Time | May 25th 7:01pm | End Time | May 26th 2:44am |
|---|---|---|---|
| # of Outgages | Ave Durtaion | Customers Affetcted | |
| 13 | 100 min | 418 | |
| # of Crews | 7 two man crews | | |

# GEORGETOWN STORMS VIDEO COVERAGE



# TOP FIVE OUTAGES & EVENTS

MAY 2026

| Date | Start Time | Duration (min) | Customers Affected | Customer Minutes | Cause | Area |
|---|---|---|---|---|---|---|
| **5/12/26** | 5:41 pm | 80 | 590 | 47,200 | Primary/Failed Connection | GT-30 |
| **5/19/26** | 8:15 pm | 406 | 26 | 10,556 | Lightning/Blown Fuse/Tree | RY-80 |
| **5/19/26** | 8:25pm | 276 | 56 | 15,456 | Lightning/Blown Fuse/Tree | RY-90 |
| **5/20/26** | 5:41 pm | 29 | 825 | 23,925 | Primary/Failed Connection | RY-90 |
| **5/25/26** | 6:20 pm | 122 | 4,016 | 489,952 | Lightning/One Phase of Primary Down | RY-60 |

# PERFORMANCE METRICS

## STREETLIGHTS – AVERAGE TURNAROUND GOAL IS 15 BUSINESS DAYS

**Monthly Completed Light Count**

| | APRIL 2026 | MAY 2026 |
|---|---|---|
| COG | 57 | 30 |
| PEC/Oncor | 14 | 29 |
| **Total** | **71** | **59** |

**Total Lights Completed Since 10/1/2025**

| | Completed | Avg Turnaround |
|---|---|---|
| COG | 341 | 2 Days |
| PEC/Oncor | 142 | 20 Days |
| **Total** | **483** | |

# SAFETY & EMPLOYEE DEVELOPMENT REPORT

**DANNY POTTER** | *Electric Safety Program Manager*

GEORGETOWN
TEXAS

# SAFETY & EMPLOYEE DEVELOPMENT

MAY 2026

| FY 26 Training Hours to Date | |
|---|---|
| **Program** | **Hours** |
| NLC Lineman Apprentice Program | 400 |
| NLC Meter Technician PDP | 300 |
| Meter Tech Refresher Training | 92 |
| Safety Down Days | 432 |
| Lineman Refresher Training | 132 |
| Lineman Rodeo | 64 |
| Safety Meetings | 178 |

| Metric | Value |
|---|---|
| Total Hours Worked Annually | 68,640 |
| Annual Training Goal – 4.53% of Total Hours Worked | 3,108 |
| Total Training Hours Completed to Date | 1,598 |
| Annual Training Completed to Date | 51.42% |

- Journeyman Graduation – Harris Green
- Transformer Class – Meter techs
- Lineman rodeo Training

# SAFETY & EMPLOYEE DEVELOPMENT

MAY 2026

| Safety Metrics | Value | Date |
|---|---|---|
| Supervisory Jobsite Safety Inspections | 29 | 05/01/2026 - 05/31/2026 |
| Expanded Group Jobsite Safety Inspection | 1 | 05/14/2026 |
| Monthly OSHA Recordable Incident Rate | 0 | 05/01/2026 - 05/31/2026 |
| Days Without an OSHA Recordable Incident | 1,215 | 2/01/2023 - 5/31/2026 |
| Days Without an OSHA Lost Time Incident | 1,495 | 4/27/2022 - 5/31/2026 |

# CUSTOMER ENERGY SOLUTIONS

**Victoria Sirimarco |** *Customer Energy Solutions Manager*

GEORGETOWN TEXAS

# DISTRIBUTED ENERGY RESOURCES (DER)

## RESIDENTIAL UPDATES

| March Residential DER Application Activity | |
|---|---|
| **Activity Type** | **MAY 2026** |
| Applications Created<br>*Solar*<br>*Battery*<br>*Solar + Battery* | 3<br>*1*<br>*0*<br>*2* |
| Applications In Progress | 15 |
| PV Systems Interconnected<br>*Solar*<br>*Battery*<br>*Solar + Battery* | 4<br>*2*<br>*1*<br>*1* |
| Applications Canceled | 1 |

| FY26 Total Residential DER Applications | |
|---|---|
| **Activity Type** | **FY2026 Total** |
| Applications Created<br>*Solar*<br>*Battery*<br>*Solar + Battery* | 29<br>*16*<br>*6*<br>*7* |
| | |
| PV Systems Interconnected<br>*Solar*<br>*Battery*<br>*Solar + Battery* | 28<br>*15*<br>*6*<br>*7* |
| Applications Canceled | 6 |

| Upcoming Program Updates | |
|---|---|
| **Program** | **Status** |
| Residential and Commercial DER and DG Programs | 1. Working on the Updated Policy and Program Documents<br>2. Working on necessary changes in the billing system and application portal<br>3. Complete Fee Model and Determine Updated Rates<br>4. Customer Education Plan/Website Updates; Program Roll Out |

# ENERGY EFFICIENCY & CONSERVATION

## RESIDENTIAL UPDATES

**Residential Energy Audit Application Activity**

| Activity Type | MAY 2026 |
|---|---|
| Application Created | 11 |
| Applications In Progress | 15 |
| Services Completed | 8 |
| Applications Rejected | 1 |

**Total Residential Energy Audit Applications**

| Activity Type | FY2026 total |
|---|---|
| Application Created | 60 |
| Applications Remaining in Budget | 214/250 |
| Services Completed | 36 |
| Applications Rejected | 9 |

**Residential HVAC Tune Up Application Activity**

| Activity Type | MAY 2026 |
|---|---|
| Applications Created | 22 |
| Applications In Progress | 2 |
| Services Completed | 14 |
| Applications Rejected | 2 |

**Total Residential HVAC Tune Up Applications**

| Activity Type | FY2026 Total |
|---|---|
| Application Created | 85 |
| Applications Remaining in Budget | 144/200 |
| Services Completed | 56 |
| Applications Rejected | 15 |

# ENERGY EFFICIENCY & CONSERVATION

## COMMERCIAL UPDATES

**Commercial Energy Audit Application Activity**

| Activity Type | MAY 2026 |
|---|---|
| Application Created | 0 |
| Applications In Progress | 2 |
| Services Completed | 0 |
| Applications Rejected | 0 |

**Total Commercial Energy Audit Applications**

| Activity Type | FY2026 total |
|---|---|
| Application Created | 2 |
| Applications Remaining in Budget | 50/50 |
| Services Completed | 0 |
| Applications Rejected | 0 |

**Commercial HVAC Tune Up Application Activity**

| Activity Type | MAY 2026 |
|---|---|
| Applications Created | 0 |
| Applications In Progress | 0 |
| Services Completed | 0 |
| Applications Rejected | 0 |

**Total Commercial HVAC Tune Up Applications**

| Activity Type | FY2026 Total |
|---|---|
| Application Created | 0 |
| Applications Remaining in Budget | 50/50 |
| Services Completed | 0 |
| Applications Rejected | 0 |

# ENERGY EFFICIENCY & CONSERVATION

## PUBLIC COMMUNICATIONS & EVENT OUTREACH

| May Event Attendance | | |
|---|---|---|
| **Date** | **Event** | **Program Promotion** |
| May 18th | D1 Town Hall | Residential EE&C |
| May 19th | The Downtown Lowdown | Commercial EE&C |
| June 4th | Sun City Public Safety Town Hall | Residential EE&C |


# ENERGY EFFICIENCY & CONSERVATION

## PUBLIC COMMUNICATIONS & EVENT OUTREACH

| May Communications Posts | |
|---|---|
| **Post Content** | **Platform** |
| Residential EE&C, Lineworker Scholarship | Chamber Updates, Sun City NRO |
| Outage Map Updates | COG Newsletter, Instagram, Facebook |
| Landscaping Requirements around Utility Equipment | Sun City NRO, Super Water Saver Newsletter, Love Your Local Lawn Guide, Water Rebate Requirements |
| Commercial EE&C | Key Accounts Newsletter, Downtown Newsletter |


# ENERGY EFFICIENCY & CONSERVATION

## PUBLIC COMMUNICATIONS & EVENT OUTREACH

| Upcoming Event Attendance | | |
|---|---|---|
| **Date** | **Event** | **Program Promotion** |
| 6/15 | The Caring Place Volunteering | Public Power Month of Giving Back; Utility Awareness |

| Upcoming Communications Posts | | |
|---|---|---|
| **Post Content** | **Platform** | **Program Promotion** |
| National Safety Month | COG Newsletter, Instagram, Facebook | Utility Awareness |
| Public Power Month of Giving Back | COG Newsletter, Instagram, Facebook | Utility Awareness |

# ENERGY EFFICIENCY & CONSERVATION

## PUBLIC COMMUNICATIONS & EVENT OUTREACH

| Upcoming Program Updates | | |
|---|---|---|
| **Program** | **Status** | **Expected Roll Out** |
| Electric Website | 1. Whiteboarding session for updated electric website planned | June 2026 |
| Electric Residential Newsletter | 1. Waiting for final agreement renewal | June 2026 |
| Electric Rebates | 1. Outlining program requirements with Finance<br>2. Program Roll Out | Summer 2026 |
| Virtual Powerplant | 1. Researching Software Providers for Smart Thermostat, Battery and EV Charger Demand Response Program | Fall 2026 |
| Commercial Demand Response | 1. Researching industry best practices and determining the best path for COG | Fall 2026 |

# ELECTRIC KEY ACCOUNTS

## UPDATES

| | |
|---|---|
| **Completed Electric Service Agreements (ESA)**<br>• Total Site Solutions<br>• ZT Systems (Amendment) | **New Large Loads**<br>• Pegatron<br>• ZT Systems<br>• Compal<br>• Austin Cutlery<br>• Southwestern University<br>• Project Lost Mine Peak |
| **ESA's Going to City Council Soon**<br>• CitiGroup | |
| **ESA's Currently in Negotiation**<br>• Southwestern | |

# ELECTRIC KEY ACCOUNT FY26

REPORT DATE: 10/1/2025 – 6/9/2026
41.59% OF ELECTRIC CONSUMPTION
38.28% OF TOTAL ELECTRIC UTILITY REVENUE

| | Consumption (kWh) | | Sales Revenue | |
|---|---|---|---|---|
| Month | Key Accounts | Total Electric | Key Accounts | Total Electric |
| October | 30,877,124 | 80,954,867 | $3,713,820.96 | $10,285,144.22 |
| November | 29,488,936 | 69,439,636 | $3,574,339.20 | $9,125,619.44 |
| December | 26,152,163 | 60,367,930 | $3,283,115.50 | $8,248,825.57 |
| January | 26,565,552 | 61,834,967 | $3,193,787.71 | $8,264,841.32 |
| February | 25,896,018 | 66,101,688 | $3,201,958.82 | $8,852,928.25 |
| March | 24,208,138 | 54,866,083 | $3,088,555.41 | $7,672,311.97 |
| April | 27,187,836 | 63,143,488 | $3,301,993.95 | $8,447,271.92 |
| May* | 26,901,147 | 65,751,679 | $3,306,792.58 | $8,761,210.44 |
| **Total** | 217,276,914 | 522,460,338 | $26,664,363.95 | $69,658,153.13 |

*May has not been fully billed

- 43 Key Accounts
  - >2000 kW of Installed Capacity
  - Strategic importance to the City (COG Facilities, GISD, WILCO,

# ELECTRIC KEY ACCOUNT FY26 – VLC&I

REPORT DATE: 10/1/2025 – 6/9/2026
15.24% OF ELECTRIC CONSUMPTION
16.12% OF TOTAL ELECTRIC UTILITY REVENUE

**Consumption (kWh)** / **Sales Revenue**

| Month | Key Accounts (kWh) | Total Electric (kWh) | Key Accounts (Sales Revenue) | Total Electric (Sales Revenue) |
|---|---|---|---|---|
| October | 11,604,270 | 80,954,867 | $1,455,753.14 | $10,285,144.22 |
| November | 11,895,530 | 69,439,636 | $1,464,814.72 | $9,125,619.44 |
| December | 10,321,090 | 60,367,930 | $1,340,481.92 | $8,248,825.57 |
| January | 10,844,760 | 61,834,967 | $1,292,984.99 | $8,264,841.32 |
| February | 10,340,750 | 66,101,688 | $1,295,565.87 | $8,852,928.25 |
| March | 9,401,270 | 54,866,083 | $1,226,666.55 | $7,672,311.97 |
| April | 10,477,520 | 63,143,488 | $1,312,461.52 | $8,447,271.92 |
| May* | 9,344,890 | 65,751,679 | $1,227,260.46 | $8,761,210.44 |
| **Total** | 84,230,080 | 522,460,338 | $10,615,989.17 | $69,658,153.13 |

*May has not been fully billed

- 3 Key Accounts

# City of Georgetown, Texas
# Electric Utility Advisory Board
# June 18, 2026

SUBJECT:
Proposed Electric Pole Attachment Policy Update

SUGGESTED ACTION:
Consideration and possible action regarding a resolution amending the Pole Attachment Policy -- Alex Spinn, Electric Design Supervisor

ITEM SUMMARY:

FINANCIAL IMPACT:

SUBMITTED BY:
Pam Cofer, Electric Department

ATTACHMENTS:
Pole Attachment Policy Update Presentation.pdf
Pole Attachment Standards v.4..pdf

# ELECTRIC POLE ATTACHMENT STANDARDS & FEES *Proposed Changes*

**ALEX SPINN** | *Electric Engineering Design Supervisor*

GEORGETOWN TEXAS

# POLE ATTACHMENT STANDARDS

1. Pole attachment standards provide a framework for safely accommodating communications infrastructure on utility poles while protecting the utility's assets, ensuring reliable electric service, and maintaining compliance with industry and regulatory requirements.
2. Pole attachment standards establish the requirements for the installation, maintenance, and operation of third-party facilities on utility-owned poles.
3. These standards are designed to ensure public safety, maintain the reliability of the electric system, preserve required clearances and structural integrity, and provide equitable access for communications providers.
4. Pole attachment standards address permitting, engineering review, construction specifications, safety clearances, make-ready work, inspections, maintenance responsibilities, and compliance with applicable regulations, including the National Electrical Safety Code (NESC) and local utility requirements.

# BACKGROUND

1. The City of Georgetown current pole attachment program underwent a significant revamp in 2021 in response to a significant increase in attachment requests.
2. From 2023 to 2025, pole attachment application reviews and make ready design work was contracted out to Schneider Engineering.
3. In 2025, the City of Georgetown Pole Attachment Program was brought in-house, and a fee model was created to ensure cost recovery.
4. The standards and fee model will be updated at least annually.

# ANNUAL COST REVIEW

**Annual review of all input costs that impact the pole attachment fees will include:**

1. Labor rates (salaries and benefits of employees)
2. Fleet costs (ex: cost for use of F150 for field visits)
3. Contracted labor (pole inspections)
4. Software costs

# FY26 RECOMMENDATION

## STANDARD CHANGES

1. Revised fee schedule
2. One-touch make-ready
3. New tagging plan
4. Clearly define timelines & expectations
5. New collective actions

# FY2026 RECOMMENDED FEE CHANGES

| Pole Attachment Fee Changes | | | |
|---|---|---|---|
| **Fee Name** | **Current Fee** | **Proposed Fee** | **% change** |
| Application Fee | $125.00 | $134.00 | 7% |
| Reinspection Fee | $75.00 | $117.00 | 56% |
| Make Ready Engineering Design Fee | $350.00 | $350.00 | - |
| Make Ready Construction | at cost | at cost | - |
| Annual Rental Fee | $16.50 | $16.50 | - |

1. Application Fee includes
    a) Application review
    b) PLA review(s)
    c) Field visit
    d) Initial inspection
2. Make Ready Engineering Design Fee includes
    a) Make ready engineering
    b) Cost estimate creation and invoicing
    c) Posting to the engineering model

# FY2026 RECOMMENDED

## FEES FOR VIOLATIONS

| Pole Attachment Fee Changes | | | |
|---|---|---|---|
| **Fee Name** | **Current Fee** | **Proposed Fee** | **% change** |
| Unauthorized Attachment Fee | None | $45.00 per day | - |
| Failure to Transfer / Remove Facilities | None | $15.00 per day | - |
| Safety Violation Charge | None | $500.00 | - |
| Tracing Line Ownership Charge | None | $150.00 for 1st hour then $100/hour | |

1. These violation charges are designed to provide the City with an approved mechanism for enforcing safety standards.
2. These standards are intended to protect public and worker safety, ensure reliability, and recover costs imposed on utility customers.
3. Historically, coordinating and addressing safety violations with Attached Entities is notoriously difficult. Using these fees and a public third-party notification service (such as NJUNS) we hope to address this issue.

# STAFF RECOMMENDATION

1. Staff recommends accepting the pole attachment standards and fee change proposal.
2. The recommended changes will enable Georgetown Electric to recover all the costs associated with pole attachments.
3. Reviewed with Electric Board on June 18, 2026.
4. If accepted, the new changes will be effective July 1, 2026.

# City of Georgetown

# Pole Attachment Standards

# Table of Contents

# SECTION I
# Purpose

The City of Georgetown referred to as “The City from herein has established these Pole Attachment Standards (Standards) to govern access to and use of City Poles. Applicable to all communications providers and other stakeholders for attachment of Communications Facilities, these Standards provide for a non-discriminatory, consistent, and streamlined approach for the access and use of City Poles in a manner that will facilitate the delivery of the variety of communication services offered today, as well as to assist with speed-to-market processes for future technologies in a manner that is consistent with the safe and reliable operation of City Facilities. These Standards will work to ensure that The City and all communications providers and other stakeholders attaching to The City Poles comply with all applicable laws, standards, regulations, and ordinances.

In adopting these Standards, the City has attempted to incorporate new and evolving best practices and recommendations that have been developed and endorsed at the national level, such as the Federal Communications Commission’s (FCC) recommendations in its National Broadband Plan related to the ability of Attaching Entities to perform Make-Ready Work by utility-approved and qualified contractors. Consistent with the FCC’s rules, the Standards also mirror and incorporate national safety standards and federal requirements, such as those developed by the Occupational Safety and Health Administration (OSHA) that are aimed at ensuring the safety of workers and maintaining a safe work environment. At the same time, these Standards, like the FCC’s pole attachment access rules, do not woodenly apply national standards when The City’s unique operational experiences and requirements dictate the application of policies, practices, and standards that are more stringent or different than national standards. As the FCC noted,

> *Despite this specificity, the introduction to the NESC [National Electric Safety Code] states that the code "is not intended as a design specification or an instruction manual... In addition to operating under federal, state, and local requirements, a utility normally will have its own operating standards that dictate conditions of access. Utilities have developed their own individual standards and incorporated them into pole attachment agreements because industry-wide standards and applicable legal requirements are too general to take into account all of the variables that can arise. A utility's individual standards cover not simply its policy with respect to attachments, but all aspects of its business...Particular utility work methods and equipment may require specific separations between attachments and may restrict the height of the poles that a utility will use... The number of variables makes it impossible to identify and account for them all for purposes of prescribing uniform standards and requirements. Universally accepted codes such as the NESC do not attempt to prescribe specific requirements applicable to each attachment request and neither shall we.*

While The City has looked to FCC pole attachment access rules for guidance, The City is not bound by such regulations. State law requires The City to provide Certificated Providers and Wireless Providers with non-discriminatory access to its utility distribution poles for the purpose of installing wire Attachments. In addition, The City must establish annual pole attachment rates at a level not to exceed the rate that would result from the application of the FCC's telecommunications pole attachment formula. Otherwise, the federal Pole Attachment Act and the FCC's pole attachment regulations are not applicable to The City. Private Networks Attachments fall outside the scope of these legal requirements. Nevertheless, The City will grant non-discriminatory access to its Poles for Private Networks

Attachments taking into account the burdens that these and all other Attachments place on The City Facilities.

Consistent with these legal requirements and the voluntary commitment of The City, under these Standards, wire Attachments may be installed on The City's utility distribution Poles. Private Network Attachers will have access to utility distribution Poles and Overhead Streetlight Poles, subject to certain restrictions and Make-Ready Work requirements. Consistent with the rate design for wire Attachments, which is based on the rental of one foot of pole space, and pursuant to Chapter 284 of the Texas Local Government Code, Private Network Attachers will be assessed annual rent based on the number of feet of Pole use.

From a holistic perspective, the Standards seek to balance the competing needs and interests of multiple and varied communications providers and other eligible stakeholders to access and utilize The City's distribution infrastructure, while at the same time recognizing that the core purpose and function of this infrastructure is for The City's safe and reliable distribution and delivery of electric services to The City customers. Hence, the use of any The City's Poles or other facilities must at all times ensure the continued operational integrity, safety, and reliability of The City's Facilities, electric services, personnel, and the general public.

These Standards are organized into five parts:

| | |
|---|---|
| **SECTION I** | **this introductory section explaining the purpose of the Standards** |
| **SECTION II** | **sets out general administrative provisions** |
| **SECTION III** | **sets out general technical provisions** |
| SECTION IV | **sets out the specifications applicable to wire Attachments** |
| **SECTION V** | **contains the Appendices referenced in these Standards** |

*Upon their effective date, these Pole Attachment Standards shall be enforceable by The City at all times upon any entity that attaches its facilities to a The City-owned Pole regardless of the status of any type of contract Pole Attachment Contract, Application.*

These Standards shall be interpreted liberally. It is The City's intent to apply generally applicable requirements in a similar manner to all Attaching Entities, and to avoid interpretations that are contradictory, irrational, or unfair. These Standards are intended to apply in a non-discriminatory manner; however, this does not mean the same treatment under all circumstances or to differently situated Attaching Entities. The City reserves the right to interpret these Standards consistent with the guiding principles of ensuring safety, network reliability, and customer service. At no time shall these Standards be interpreted to jeopardize safety, network reliability, or customer service.

The City reserves the right to amend these Standards at any time and manner in response to market conditions and as necessary to comply with changes in applicable engineering and/or safety standards or changes in local, state or federal law. Any such changes will be applied in a non-discriminatory manner with respect to similarly situated entities and facilities.

To the extent that issues arise that have not been contemplated by these Standards, The City will work with the Attaching Entities to find a solution that effectively addresses the issue consistently with these Standards.

These Standards supersede all prior The City pole attachment rules and regulations. Amendments to these Standards will become effective following a notice period as provided in this document and the return of a letter accepting the amendments, as provided in the applicable Pole Attachment Contract.

# SECTION II

## General Administrative Provisions

### A. DEFINITIONS

For the purposes of these Standards, the following terms, phrases, words, and their derivations shall have the meaning given herein, unless more specifically defined within a specific Article or Paragraph of this Agreement. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The words "shall" and "will" are mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

1. **Affiliate** means when used in relation to an Attaching Entity, another entity that owns or controls, is owned or controlled by, or is under common ownership or control with the Attaching Entity.

2. **Applicable Standards** means all applicable engineering and safety standards governing the installation, maintenance and operation of facilities and the performance of all work in or around electric City Facilities and includes the most current versions of the National Electric Safety Code ("NESC"), the National Electrical Code ("NEC"), the Texas Health and Safety Code, Chapter 752, the rules and regulations of the Occupational Safety and Health Act ("OSHA") and any lawful rules, requirements or orders now in effect. Applicable Standards may also include updated or revised laws, rules, and regulations hereafter issued by City or other authority having jurisdiction.

3. **Application** means the form(s) an Attaching Entity is required to submit to the City, along with all applicable documents (see Appendices), as part of a complete Application in order to request an Attachment.

4. **Application Fee** means the non-refundable fee described in **APPENDIX F**: SCHEDULE OF POLE ATTACHMENT RATES, FEES, AND CHARGES of these Standards, compensating The City for

the administrative and other work required to process and review an Application.

5. **Assigned Space** means space on City's Poles that can be used, as defined by the Applicable Standards, for the attachment or placement of wires, cables and associated equipment for the provision of Communications Service or electric service. The neutral zone or safety space is not considered Assigned Space.

6. **Attaching Entity** means any eligible person, public entity, or private company or corporation that places an Attachment on a City Pole, as appropriate, in accordance with the City's applicable requirements, including an applicable contract Pole Attachment Contract and these Standards, to provide Communications Services.

7. **Attachment** means (a) each aerial cable together with its associated Messenger cable, guy wire, anchors, and associated hardware, and each amplifier, repeater, receiver, appliance, or other device or piece of equipment, whether comprised of steel, aluminum, copper, coaxial, optical fiber, or other media or material utilized to provide Communications Services; and (b) any hardware or equipment identified as (i) a Communications Facility affixed to a The City Pole utilizing one foot or less of Communication Space, or (ii) a Mid-Span Installation utilizing the same one foot of Communication Space as the Messenger cable to which it is attached. An Attachment occurs whether Attaching Entity's Communications Facilities are connected to the Pole itself or are supported by an Attachment Arm, bracket, support stand, or other support devices, provided however that Overlashing an existing permitted Attachment and Service Drops shall not count as separate Attachments. This definition shall not apply to communications wires or facilities installed by the City for its own internal communications requirements or energy Information Services such as automated meter reading.

8. **Attachment Arm** means a City approved metal or fiberglass bracket used to support attaching wires away from the face of the Pole in order to clear risers or other obstacles. Standoff brackets will not be allowed for the specific purpose of achieving the forty (40") inch vertical clearance from the Neutral as required by Applicable Engineering Standards.

9. **Attachment Connection Fee** means the total annual rental payment assessed by the City to each Attaching Entity determined by

multiplying [Attachment Rate] x [total number of Attachments for the Attaching Entity], as described in **APPENDIX F**: SCHEDULE OF POLE ATTACHMENT RATES, FEES, AND CHARGES.

10. **Attachment Rate** means the annual rate for one foot of space as determined by the City consistent with Texas Utilities Code, §54.204(c).

11. **Authorization for Make-Ready Work** means the form, provided in **APPENDIX B2. AUTHORIZATION FOR MAKE READY WORK AND INVOICING** The City shall issue to an Attaching Entity that request's the Attaching Entity's authorization for The City to undertake Make-Ready Electrical Construction. The Authorization for Make-Ready Work form shall also provide an estimate for the advanced payment cost required to be paid for the Make-Ready Electrical Construction.

12. **Cable Service** means the provision of one-way transmission to subscribers of video programming, or other programming service, and subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service by a cable system.

13. **Capacity** means the ability of a Pole to accommodate an additional Attachment based on Applicable Standards, including space and loading considerations.

14. **City** means the City of Georgetown, Texas.

15. **Civic Project** means any specific project that requires adjustments of The City Poles, Streetlight Poles, or other The City Facilities to accommodate federal, state, city, or county roadway reconstruction/widening, drainage improvements, or other type of civic improvement project (reimbursable to The City or not) within the Public Right of Way.

16. **Collection Notice Letter** means a letter of notification produced by the City Claims Department itemizing charges owed to the City as a result of damages to City Facilities caused by an Attaching Entity, or its contractors, subcontractors, or agents, or by a third-party causing damage to the Attaching Entity's Attachments, Communication Facilities, or Attachments and by extension to City Facilities. This letter constitutes the City's tender for recovery of all costs associated with repairs to the damaged facilities.

17. **City Facilities** means all personal property and real property owned or controlled by City, including Poles.

18. **City Network Hardware:** means City equipment used in the wireless transmission of data to networks that are necessary for the connectivity, communication, operations, and management of City-owned and operated critical infrastructure.

19. **Climbing Space** means that portion of a Pole's surface and surrounding space that is free from encumbrances to enable City employees and contractors to safely climb, access and work on City Facilities and equipment.

20. **Communications Facilities** means Attachments, including associated network equipment, cables, wire or cable facilities, including but not limited to fiber optic, optical fiber amplifier, Micro Network Nodes, copper and/or coaxial cables or wires, utilized to provide Communications Service. Unless otherwise specified, Communications Facilities includes wireless network equipment including but not limited to wireless antennas, receivers, radios, amplifiers, repeaters, receivers or transceivers.

21. **Communications Service** means the provision of Telecommunications Service, Cable Service or other lawful communications services over wire or cable facilities utilizing Attachments to City's Poles.

22. **Communications Space** means the portion of a Pole's usable space designated for the installation of Communications Facilities, the top of which is forty (40) inches below The City's Neutral or lowest electrical supply conductor.

23. **Communication Worker Safety Zone** means that space on a Pole measured from the location of the Neutral to a location forty (40) inches below the Neutral as described in the NESC.4

24. **Competitive Provider – Area Wide Network Deployment Process** means the Application submission and Attachment approval process applicable to a Certificated Provider engaged in a broadband network deployment within the City service area characterized by an Attaching Entity's submission of Applications to attach or Overlash to Poles that would result in an estimated replacement of eighty (80) or more Poles per month; and the responsibility to prepare Make-Ready Engineering,

manage Make-Ready Electrical Construction and Make-Ready Communications Construction, and incur all expenses associated with Make-Ready Work.

25. **Competitive Provider – Network Upgrade Process** means the Application submission and Attachment approval process applicable to a Certificated Provider engaged in a broadband network deployment within the City service area; and the responsibility to prepare Make-Ready Engineering, manage Make-Ready Communications Construction, the option to manage Make-Ready Electrical Construction, and incur all expenses associate with Make-Ready Work.

26. **Completion of Attaching Entity Construction** means the form, provided in **APPENDIX B5. COMPLETION OF ATTACHING ENTITY CONSTRUCTION**, an Attaching Entity shall issue to The City providing written notice of completion of Make-Ready Communication Construction.

27. **Complex Transfer** means the transfer or relocation of a third-party Attachment or Overlash onto a The City Pole that will require cutting and splicing of a Communication Facility resulting in a network and/or customer outage affecting the Attaching Entity that owns the Communication Facility subject to transfer or relocation, or the transfer or relocation of such an Attached or Overlash Communication Facility located over and across a state or federal highway.

28. **Customer** means a The City electric customer that has established an electric service account and that is receiving the electric service at a specified point of delivery from The City's electric distribution system in compliance with the City's Electric Service Standards and all applicable local, state, and federal codes and regulations.

29. **The City Facilities** means all personal property and real property owned or controlled by The City, including Poles and Streetlight Poles.

30. **Critical Communications Facility** means a Communications Facility that must provide "always on" connectivity for public safety communications or public health operations whose failure would pose a potential imminent threat to public health or safety.

31. **Deployment Plan** means a document prepared by an Attaching Entity that shall include: (1) footprint of the network buildout illustrated in a map depicting the municipal jurisdiction, or parts thereof, within The City service area expected to be covered by the project; (2) overall

network deployment schedule and phasing; (3) map of backbone fiber rings routes, if any; (4) description of overall physical plant architecture and design; (5) description of typical Service Drop installations; (6) estimated number of Poles expected to be attached to including a reasonable “ramp-up” and “ramp-down” plan; (7) project and corporate organizational chart for the Attaching Entity; and (8) signature page attesting to the veracity of the Deployment Plan executed by an authorized officer of the Attaching Entity. A Deployment Plan is required only under the Competitive Provider – Area Wide Network Deployment Process and the Competitive Provider – Network Upgrade Process.

32. **Days** means calendar days unless otherwise specified.

33. **Electrical Space or Supply Space** means the upper portion of a Pole reserved for the installation of electric distribution facilities to support existing and planned electric distribution equipment as described in the NESC.

34. **Emergency** means the existence of a situation which, in the reasonable discretion of The City or the Attaching Entity, if not remedied immediately will result in a threat to public safety, a hazardous condition, damage to property or a service outage.

35. **Engineer** means any licensed professional engineering firm approved by The City to complete Engineering work on The City Facilities.

36. **Federal Communications Commission (FCC)** means the independent federal agency established to regulate, in the public interest, communications by radio and wire.

37. **Inventory** means a complete count of all Authorized and Unauthorized Attachments on The City-owned Poles and Streetlight Poles within The City service territory.

38. **Joint Meeting Transfer** means the coordinated transfer of a pole-mounted Wireless Installation by its owner to take place at the same time as an Attaching Entity schedules the installation of a new Attachment, Overlash, or Mid-Span Installation onto or supported by the same Pole that hosts the Wireless Installation, which requires

adjustments of existing Attachments or Pole replacement as part of the One-Touch Transfer Process.

39. **Joint User** means any entity which owns poles that are jointly used by City and to which City has extended, or in the future may extend, privileges to jointly use City's Poles.

40. **Make-Ready Charges** means all reasonable administrative, engineering design, construction, inspection, and management charges associated with Make-Ready Work.

41. **Make-Ready Communication Construction** means that portion of Make-Ready Work associated with construction work requiring access to Communication Facilities within the Communication Space of a Pole, including, but not limited to the movement, transfer, relocation, or modification of an existing Attachment Overlash, or Mid-span Installation; the replacement of a Pole; and all other construction activities necessary to accommodate the installation of a new Attachment Overlash, or Mid-span Installation. Make-Ready Communications Construction shall include, where applicable, the nexus between aerial and underground communication construction.

42. **Make-Ready Electrical Construction** means that portion of Make-Ready Work associated with construction work requiring access to City Facilities within the Electrical Space, which includes, but is not limited to the movement, transfer, relocation, or modification of City electric distribution facilities; the replacement of a Pole; and all other construction activities necessary to accommodate the installation of a new Attachment or Overlash. Make-Ready Electrical Construction shall include, where applicable, the nexus between aerial and underground electrical construction.

43. **Make-Ready Engineering** means that portion of Make-Ready Work associated with the preparation, submission, review, and approval of the Attaching Entity's Application for Attachment. Make-Ready Engineering shall include, but not limited to, the preparation of the following in support of the Application: the Pre-Construction Survey; the engineering design document(s) for Make-Ready Electrical Construction, Make-Ready Communications Construction; and the submission of such documents to the City for review, potential modification, and approval. Make- Ready Engineering shall include, where required, the approval of City staff, and the engineering design specifications related to the nexus between aerial and underground

construction of Communications Facilities as part of Make-Ready Communications Construction and of electrical distribution facilities as part of Make-Ready Electrical Construction.

44. **Make-Ready Work** means all work City determines is required to accommodate the Attaching Entity's Communications Facilities and/or to comply with all Applicable Standards. Make-Ready Work includes, but is not limited to, rearrangement, relocation and/or transfer of existing Attachments, inspections, engineering work, permitting work, tree trimming, Pole strengthening, Pole replacement and construction, and Pole removal and disposal, all in accordance with City's current construction and engineering standards.

45. **Messenger** means any cable owned by an Attaching Entity extending between Poles which is used as support for a Communications Facility or upon which a Mid-Span Installation is clamped

46. **Micro Network Node:** means a network node (as defined in Tex. Local Gov't Code § 284.002(12)) that is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height, and that has exterior antenna, if any, not longer than 11 inches.

47. **Mid-Span Installation** means an Installation consisting of a "micro network node," as that term is defined in Chapter 284 of the Texas Local Government Code, attached to a Messenger cable suspended between two Poles, in the Communication Space, that was manufactured for this type of installation and designed to connect by means of an Overlashed Communications Facility for the purpose of providing Wireless Service.

48. **National Electrical Safety Code (NESC)** means the current edition published by the Institute of Electrical and Electronic Engineers (IEEE) as may be amended or supplemented from time-to-time.

49. **National Joint Utilities Notification System (NJUNS)** means the national not-for profit organization that helps support effective communication between utilities and Attaching Entities

50. **Network Operations Center (NOC)** means a centralized location from which an Attaching Entity administrator remotely supervises, monitors, and maintains the day-to-day operations of a network. The scope of responsibilities of a NOC may be national or regional in nature.

51. **Neutral** means the conductor used to carry unbalanced current. In single-phase systems, the conductor used for a return current path.

52. **Notice to Proceed** means the form, provided in **APPENDIX B4: NOTICE TO PROCEED**, the City shall issue to an Attaching Entity that provides written notification that the Attaching Entity may proceed with Make-Ready Communication Construction.

53. **Notice of Safety Violation** means the form, provided in **APPENDIX B8: NOTICE OF SAFETY VIOLATION**, the City shall issue to an Attaching Entity providing written notice of the City's identification of a Safety Violation with one or more of the Attaching Entity's Attachments or Overlashings.

54. **Notice of Safety Violation Assessment Charge** means the form, provided in **APPENDIX B9: NOTICE OF SAFETY VIOLATION CHARGE**, the City shall issue an Attaching Entity providing written notice of the levying of a Safety Violation Assessment Charge to the Attaching Entity.

55. **Notice of Unauthorized Attachment** means the form, provided in **APPENDIX B7: NOTICE OF UNAUTHORIZED ATTACHMENT**, the City shall issue to an Attaching Entity providing written notice of the City's identification of an Unauthorized Attachment owned by the Attaching Entity.

56. **Occupancy** means the use or specific reservation of Assigned Space for Attachments on the same City Pole.

57. **One-Touch Transfer** mean the transfer, relocation, or alteration of third-party Attachment Communication Facilities or Mid-span Installations whether conducted by an Attaching Entity or the City subject to the requirements described in **SECTION IV**.

58. **Overlash (or Overlashing)** means to place an additional wire or cable Communications Facility onto an existing Attachment or Messenger already secured to the Pole in order to accommodate additional wire or cable Communications Facility capacity. An Overlash does not include a Mid-span Installation.

59. **Other Attaching Entity** means a Joint User or any entity, other than the Attaching Entity, to which City has extended, or in the future extends, a license to attach Communications Facilities to City Poles.

60. **Pedestals/Vaults/Enclosures** means above- or below-ground housings that are used to enclose a cable/wire splice, power supplies, amplifiers, and passive devices and/or provide a service connection point and that shall not be attached to the City Poles.

61. **Pole** means a pole owned or controlled by City that is capable of supporting Attachments for Communications Services.

62. **Pole Attachment Agreement** means an executed agreement between The City and a Requestor that grants a general license to access Poles for the purpose of installing Attachments, Mid-Span Installations and Overlashes pursuant to the specifications of these Standards, adopts and incorporates these Standards by reference, and under which the Requestor agrees to abide by the terms and conditions of the agreement as well as the duties and obligations set out in these Standards as they may be amended from time to time. A Pole Attachment Agreement shall include additional legal protections and obligations of the parties not specifically covered in the Standards. A Pole Attachment Agreement may be referred to generally in the Standards as a "Pole Attachment Contract."

63. **Pole Attachment Program** means the development, implementation, and operation of The City Pole Attachment Standards including but not limited to the execution of applicable Pole Attachment Contracts, communications with stakeholders regarding the accommodation of Attachments, review of Applications, completion of appropriate Make-Ready Work, inspection of Make-Ready Work, issuance of Notice to Proceed, coordination of networks deployments and expansions, resolution of conflicts and disputes, provision of applicable invoices, conducting workshops, accepting stakeholder input, amending the Standards as appropriate, enforcing the Standards, conducting Inventories, and all other general program administration and duties.

64. **Pole Attachment Standards (or Standards)** means these "Pole Attachment Standards" with an effective date of July 1, 2026, and as amended from time to time.

65. **Post-Construction Inspection** means the inspection required by City to determine and verify that the Attachments have been made in accordance with Applicable Standards.

66. **Pre- Attachment Survey** means all work or operations required by Applicable Standards or the City to determine the Make-Ready

Work necessary to accommodate Attaching Entity's Communications Facilities on a Pole. Such work includes, but is not limited to, field inspection, loading calculations and administrative processing. The Pre-Attachment Survey shall be coordinated with City and include Attaching Entity's professional engineer.

67. **Public Right-of-Way** means, the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or City easement in which the City has an interest. The term does not include: (1) a private easement; or (2) the airwaves above a right-of-way with regard to wireless communications.

68. **Request for Temporary Attachment** means the form, provided in **APPENDIX B3. REQUEST FOR TEMPORARY ATTACHMENT**, an Attaching Entity shall submit to The City to request permission to install a temporary Attachment.

69. **Reserved Space** means designated space on a Pole that the City has reserved, pursuant to the City's development plan, that reasonably and specifically projects a need for that space for the provision of core electric service and lighting requirements, including moving the neutral as part of converting phases, space for the future attachment of internal communications lines owned by the City, or installation of transformer(s).

70. **Riser** means metallic or plastic encasement materials placed vertically on the Pole to guide and protect communications wires and cables they transition from overhead to underground or vice-versa.

71. **Safety Violation** means a violation of the Applicable Engineering Standards which: (a) is reasonably expected to endanger life or property; or (b) poses a potential safety risk to any The City or Attaching Entity employee or contractor, or to the general public.

72. **Safety Violation Assessment Charge** means the charge payable by an Attaching Entity for a Safety Violation as described in **APPENDIX F**: SCHEDULE OF POLE ATTACHMENT RATES, FEES, AND CHARGES**.**

73. **Service Drop** means a single wired drop installed to provide Communications Service to an individual customer measured from the customer premises to the closest available Pole without requiring any additional anchors or guys to comply with all Applicable Engineering

Standards. Unless otherwise stated herein, Service Drops are subject to all terms and conditions of these Standards.

74. **Simple Transfer** means the transfer, relocation, or alteration of any Attachment or Overlash on an existing Pole or onto a new Pole that does not require cutting and splicing of the Communication Facility subject to such transfer, relocation, or alteration.

75. **Streetlight Pole** means a Streetlight Pole whose luminaire is fed by electrical distribution facilities owned by the City.

76. **Tag** means to place a distinct marker within twelve inches (12”) of a Pole on the wires and cables, coded by number, color, or other means that will readily identify the owner of the Attachment Mid-Span Installation as set forth at **APPENDIX G**.**Error! Reference source not found.** The Tag shall be consistent with accepted communications industry standards.

77. **Tagging Plan** means a written plan developed by the Attaching Entity at the request of The City to address and remedy untagged or incorrectly tagged Attachments or Overlashings.

78. **Telecommunications Service** means the offering of telecommunications for a fee, directly to the public or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

# SECTION III
# General Technical Provisions

## A. GENERAL DESIGN & CONSTRUCTION STANDARDS & SPECIFICATIONS

1. **Professional Engineer**
   An Attaching Entity shall utilize a licensed Professional Engineer to undertake and complete the Pole Loading Analysis (PLA) calculations required in completing an Application for Attachment as described in **SECTION IV**. For the purposes of these Standards, an Engineer shall include engineering employees or contractors with a valid state of Texas professional engineering license in good standing. The Attaching Entity's Engineer shall adhere to all Applicable Engineering Standards and requirements of the City. Any nonadherence will result in application rejection.

2. **Contractors**
   All employees, contractors, and subcontractors utilized by the Attaching Entity shall be subject to the same standards of conduct and behavior as the City applies to its own contractors and employees, which the City may reasonably revise upon thirty (30) calendar days' notice. Failure of any employee, contractor, or subcontractor of the Attaching Entity to adhere to and comply with such standards and requirements may result in the City retracting its approval of the employee, contractor, or subcontractor to perform work of any kind on The City Facilities.

   The Attaching Entity shall bear full responsibility for ensuring its employees, agents, contractors, and subcontractors are in full compliance with the requirements of these Standards. An Attaching Entity may be required to remedy any and all work, conducted by either its employees, contractor, or subcontractor that does not comply with the Applicable Engineering Standards and other construction standards and requirements of the City. The City reserves the right to halt all work undertaken by the Attaching Entity or its contractors/subcontractors that in the City's sole discretion is deemed unsafe or undertaken contrary to the City's standards and requirements.

3. **Right to Review**
The City contemplates relying upon the Attaching Entity's Pre-Construction Survey and other engineering/field evaluation reports developed and relied upon in connection with any Application submitted be the Attaching Entity. Nonetheless, the City reserves the right to perform its own engineering and field evaluation or verification as appropriate or necessary. The costs for The City to undertake such additional engineering and field evaluation shall be paid by the Attaching Entity pursuant to these standards.

4. **Installation/Maintenance of Communications Facilities**
All Attaching Entities shall be responsible for the installation and maintenance of their Communications Facilities, in accordance with the requirements and specifications set out in these Standards, including the Appendices. An Attaching Entity shall at all times and at its own expense make and maintain its Attachments and Overlashings in a safe and workmanlike manner, and keep them in good repair and condition in accordance with all Applicable Engineering Standards.

   Notwithstanding the foregoing; Attachments and Overlashings which complied with the Applicable Engineering Standards at the time they were originally installed may be operated in place until such time that such facilities are subject to modification, upgrade, rebuild, repair, transfer, relocation, or other such changes at which time, these facilities will be required to comply with the then current Applicable Engineering Standards.

   a. **Protective Equipment**
   The Attaching Entity, its employees and contractors, shall install and utilize adequate protective equipment to ensure the safety of people and facilities. The

Attaching Entity shall install, at its own expense, protective devices designed to handle the voltage and current impressed on its Communications Facilities in the event of a contact or due to close proximity with a supply conductor(s) or other energized equipment. The City shall not be liable for any actual or consequential damages to the Attaching Entity's Communication Facilities, or the Attaching Entity's customers' facilities resulting from such contact or proximity with The City's supply conductor(s) or other energized equipment.

5. **Conflicts within the Standards**
   If there exists a difference or conflict in the Applicable Engineering Standards, the following rules will apply:

   a. if one Applicable Engineering Standard is more stringent than the other, the more stringent shall apply:
      i. if one of the conflicting specifications, regulations, or practices is not more stringent than the other, the specification, regulation, or practice of the National Electrical Safety Code (NESC) will apply; or
      ii. if the conflict cannot be resolved under the first two rules, the City will determine in good faith which specification, regulation, or practice shall apply, with safety concerns given the highest priority in such determination, subject to the conflict resolution procedures outlined in these standards.

   An Attaching Entity shall not be penalized in any manner for non-compliance with conflicting standards that are resolved pursuant to subpart (a.ii) of this Section III.A.5 provided the Attaching Entity identifies the potential conflict to the City in writing at least seven (7) days before actual construction of the Attachment or Overlash began.

6. **Tagging**
   Each Attaching Entity shall properly install identification Tags on all of its Attachments and Overlashings as specified in **APPENDIX G** and/or applicable federal, state, local, or industry

regulations in effect at the time of installation. Failure of an Attaching Entity to provide proper tagging of its Attachments and Overlashings or failure to undertake in good faith its Tagging Plan shall be considered a violation of the Applicable Engineering Standards.

a. Should the City discover that an Attaching Entity has Attachments and Overlashings that are untagged or incorrectly tagged, excluding Service Drops, exceeding five percent (5%) of its total Attachments, the Attaching Entity, at the City's request, shall within two (2) months, provide to The City a written plan (Tagging Plan) to Tag the Attachments and Overlashings. The Tagging Plan shall identify an estimated schedule to complete the tagging of all untagged or incorrectly tagged Attachments and Overlashing within an eighteen (18) month period for Attachments and Overlashings. The Attaching Entity and City shall meet every four months during the timeframe outlined in the Tagging Plan to determine Attaching Entity's compliance with its Tagging Plan. The City reserves the right to conduct field audits to assess the Attaching Entity's compliance with its Tagging Plan.
b. In the event any Attachment or Overlash is untagged or incorrectly tagged and the City must determine the owner's identity in order to address the repair or maintenance of a City Facility where the City cannot undertake such repair or maintenance absent the removal or transfer of such Attachment or Overlash; The City will undertake the following protocol:
    i. A thirty (30) minute reasonable effort to determine the owner of the untagged Attachment or Overlash at no cost to the Attaching Entity; then
    ii. Provided the initial thirty (30) minute effort is unsuccessful, The City shall continue with its search until ownership is determined. The City shall bill and the non-compliant Attaching Entity shall pay the City at the Tracing Line Ownership rate set forth at **APPENDIX F**: SCHEDULE OF POLE ATTACHMENT RATES, FEES, AND CHARGES for the

time required to determine the Attachment or Overlash ownership.

7. **Physical Interference with The City Facilities**

   An Attaching Entity shall not allow its Communications Facilities to impede, impair, or interfere with the installation, placement, or operation of any City Facilities. An Attaching Entity whose Communications Facilities, or any part thereof; impede, impair, or interfere with any City Facilities shall correct such condition within fifteen (15) calendar days from receipt of written notice of such impairment from the City. Failure to timely correct such condition will result in the City, at its option, taking all necessary steps to correct said condition at Attaching Entity's expense plus ten-percent (10%). The City will attempt to notify the non-compliant Attaching Entity in writing prior to performing such work whenever practicable.

   If an Attaching Entity continues to allow its Communications Facilities to impede, impair, or interfere with the operation of any City Facilities after the initial fifteen (15) calendar day correction period, the Attaching Entity shall be subject to enforcement action, including but not limited to:

   i. Suspension of the processing any further Applications, by the Attaching Entity, pending resolution of such interference; and
   ii. Potential contractual claims.

   An Attaching Entity shall not be responsible for physical interference with future installations by other Attaching Entities, provided that the Attaching Entity's prior Attachments are duly permitted by the City and comply with all Applicable Engineering Standards and the requirements of these Standards at the time of the initial installation, unless otherwise required by applicable federal, state, or local laws. Where the City needs to add to or modify City Facilities in a case other than remedying a non-compliant condition caused by an Attaching Entity, and where that action would require the replacement of a Pole, as applicable, the City and all affected Attaching Entities shall be responsible for their own cost of transferring their Attachments and Overlashing. The City will be responsible for the replacement cost of the pole structure.

8. **Enclosures**
   Except as to Attaching Entity’s facilities located on Attaching Entity’s private property and/or easements, no Attaching Entity shall place new pedestals, vaults and/or other enclosures on or within four (4) feet of any Pole, or other City Facilities without the City’s prior written permission. The Attaching Entity shall specifically identify this request in its Application for Attachment submittal. If permission is granted by the City, all such installations shall be in compliance with the specifications and drawings provided in **APPENDIX D**: VERTICAL CLEARANCE TABLE or other Applicable Engineering Standards. Any prior pedestals, vaults and/or other enclosures located within four (4) feet of any Pole, or other City Facilities that are in place on or before July 1, 2026, or result as part of a future pole replacements, provided the Attaching Entity complies with any and all directives issued by the City regarding such enclosures.

9. **Vegetation Management**
   Attaching Entities shall be responsible for performing, or causing the performance of, all tree trimming and other vegetation management necessary for the safe and reliable installation, use, and maintenance of their Attachments and Overlashings, and to avoid stress on Poles, as applicable, caused by contact between tree limbs and the Attaching Entities’ Attachments or Overlashings.

   Per NESC, all crossing span and adjoining spans on each side of a line crossing, railroad crossing, limited-access highway crossing, or navigable waterway requiring a crossing permit shall be kept free from overhanging or decayed trees or limbs that shall fall into the line, including both supply and communication cables.

   All tree trimming shall be performed in accordance with OSHA regulations and/or local municipal ordinances, as may be amended from time to time. Attaching Entities shall adhere to industry and local municipal ordnances, standards, and requirements for tree trimming and vegetation management. Failure of a tree trimming contractor to adhere to and comply with such standards and requirements may result in the City issuing a Safety Violation. An Attaching Entity may be required to remedy any and all work, conducted by its tree trimming contractor that fails to comply with the tree trimming standards and requirements set forth by the City. The City reserves the right to halt any and all work by any such tree trimming contractor that the City in its discretion deems to be unsafe or performs work contrary to the standards and requirements set forth.

10. **Removal of Attaching Entity's Facilities**
    a. **Abandoned Facilities.**
       An Attaching Entity shall report, through the annual registration process described in these standards, and remove at the Attaching Entity's expense; all abandoned, non-functional, and obsolete Attachments and Overlashings, and any related Communications Facilities on City Poles as applicable, which the appropriate Attaching Entity:

       i. No longer utilizes for providing Communications Service or Telecommunications Services;
       ii. Has abandoned or plans to abandon during the next reporting period; or
       iii. Has replaced with operating capacity of alternative facilities.

    b. Except as otherwise provided, the Attaching Entity shall remove these facilities coincident with their replacement, and in all cases within one (1) year of meeting any of the above conditions, unless the Attaching Entity receives written notice from the City that removal is necessary to accommodate City's use of the affected Poles, pursuant to a reservation of Capacity, in which case the Attaching Entity shall remove such Attachments and Overlashings within ninety (90) calendar days of The City issuing such written notice.

c. **Removal on Expiration/Termination**
Subject to the expiration or other termination of an Attaching Entity's Attachment Contract or any individual Attachment, unless renewed; the Attaching Entity shall submit a written plan which describes the commitment, schedule, and process for the removal of its Attachments and Overlashings from the affected Poles, as applicable, to the City for approval. The City shall review such plan and either approve or request additional details within fifteen (15) calendar days of receipt of the plan. Following approval of the plan by the City, the Attaching Entity shall make judicious progress toward fulfilling the removal commitments made by the Attaching Entity in the plan. Such removals will be at the Attaching Entity's sole expense. If the Attaching Entity fails to remove such Attachment and Overlashings within the timeframe contemplated by the plan, the City shall have the right to have such Attachments and Overlashings removed at the Attaching Entity's expense without liability to the City.

11. **Pre-Certification Requirements for Mid-Span Installations**
An Attaching Entity engaged in the deployment of Mid-Span Installations shall comply with the following pre-certification requirements:
    a. submit written materials explaining the installation, operational, and safety procedures, features, and considerations associated with the deployment of Mid-Span Installation wireless technologies;
    b. submit a 12-month and 3-year deployment plan and re-fresh the plan as appropriate;
    c. determine the appropriate distance from a pole structure that the micro network nodes component of a Mid-Span Installation should be strand-mounted in order to protect linemen working on such poles from harmful radio frequency energy, and submit calculations;
    d. determine the appropriate distance that the micro network node component of a Mid-Span Installation should be installed away from a City wireless system that operates in the same unlicensed frequency bands

in order to prevent Wireless Interference, and submit results;

e. identify the location of the shut-off switch for the micro network node component of a Mid-Span Installation, and submit information; and
f. schedule a briefing with City prior to initiating deployment of Mid- Span Installations in order to provide an overview of all these issues.
g. All installations are subject to the City's Unified Development Code and must comply with the UDC standards.

## B. POLE MODIFICATIONS AND REPLACEMENTS

1. **Restrictions on Certain Poles**

The City may deny an Application for Attachment for access to a Pole (as appropriate for the type of installation) in flood zones, river crossings or other such locations, or if the proposed new Attachment cannot be accommodated without creating a potential to disrupt or impair City Facilities or endanger the safety of people or facilities. In such instances, the City, in its sole discretion or solution, may erect a taller/larger pole structure to accommodate an Attaching Entity's Attachment if the costs of such replacement pole or solution is approved by and paid by the Attaching Entity in advance.

Further, the City may require the removal or modification of an existing Attachment at the Attaching Entity's expense, if The City reasonably determines that such Attachment did not meet the clearance requirements set forth in the Standards at the time of installation or modification, or may create a potential to disrupt or impair City Facilities or endanger the general safety of people or facilities.

a. **Steel Poles**

The City will consider requests by an Attaching Entity to access existing distribution steel Poles. Attachments must be firmly secured with clamps and/or stainless steel banding. The drilling of any additional holes into steel Poles or associated equipment is prohibited. The only exception permitted is the use of a self- tapping set screw for grounding of equipment on steel Poles.

b. **Distribution Poles with Overhead Street Lights**
Subject to these Standards, the City will provide access to Overhead Streetlight Poles for the purpose of accommodating attachments, provided that such installations do not interfere with the maintenance and operation of the overhead street lights.

c. **Restrictions Applicable to Mid-Span Installations**

   i. **Steel Poles.**
   All Riser cables necessary to connect the components of a Mid- Span Installation back to the Slab-Mounted Equipment Cabinet must be installed outside the steel Pole using U-Guard, provided the structural integrity of the Pole is maintained

   ii. **Distribution Poles with Overhead Street Lights.**
   Subject to these Standards, The City will provide access to Overhead Streetlight Poles for the purpose of accommodating Mid-Span Installations, provided that such installations do not interfere with the maintenance and operation of the overhead street lights.

   iii. **Poles with Distribution Equipment Installed**
   Mid-Span Installations may be installed next to Poles or that host electric distribution equipment, provided that the Riser that protects the coaxial cable supporting the strand-mounted micro network node component of the Mid-Span Installation shall not be installed on such a pole structure if the Riser:
      a. would interfere with the City's ability to operate or maintain its electrical equipment;
      b. could not be installed in compliance with NESC requirements; or
      c. the Pole already supports three Risers.

d. **Foreign Poles**

The City of Georgetown is not the sole electric provider in the area. Any poles not owned by the City of Georgetown are outside the scope of these Standards. Additionally, some Attaching Entities own their own poles in the area. Therefore, the City cannot give permission to attach to such pole structures. The Attaching Entity is solely responsible for obtaining permission from the respective pole owner to install any Attachments on such non-City owned pole structures outside the scope of these Standards.

2. **City Not Required to Relocate**
   Except as provided by the Make-Ready Electrical Construction process outlined later in these standards, no provision of these Standards requires the City to relocate, modify, or replace any Pole or other The City Facility for the benefit of any Attaching Entity, provided; however, that any denial by the City for modification of a pole structure or facility is applied in a nondiscriminatory manner to all Attaching Entities.

3. **Guying**
   All guying, including the installation of independent anchors for each Attachment requiring guying to accommodate an Attaching Entity's Attachments shall be provided by and at the expense of the Attaching Entity to the satisfaction of City as specified in the Applicable Engineering Standards and in **APPENDIX C**: SPECIFICATIONS FOR ATTACHMENTS and as proposed in the approved application.

4. **Relocation of Aerial Facilities**
   The following sections apply to various relocation or undergrounding scenarios of City's aerial facilities.

   Should the Attaching Entity not desire to participate in the applicable joint relocation activity as described in these standards, the Attaching Entity shall be required to remove its facilities from the impacted City's Poles or and submit an Application for Attachment pursuant to the procedures detailed in these standards, as appropriate. All affected Attaching Entities shall also be subject to the provisions regarding removal of facilities as described in these standards.

   a. **Civic Projects Requiring Relocation**

City may be required by ordinance or directive of a Civic Authority to relocate or underground its existing Poles and aerial facilities in order to accommodate a Civic Project.

i. **Pole Replacements**
For any Civic Project requiring the relocation of existing City Poles and facilities to new replacement Poles that the City undertakes for any of the reasons set forth in this Section, the City will provide the affected Attaching Entities written notice of the proposed Civic Project as soon as reasonably practical after City itself receives such notice from the applicable Civic Authority. Unless a shorter time frame is required by the applicable Civic Authority, the City will endeavor to provide not less than sixty (60) calendar days prior written notice of the expected transfer date of the City's existing facilities to new replacement Poles and the dates upon which the City will be removing the existing Poles.

1. The notice from the City to the affected Attaching Entities shall include the name and contact information for the Civic Project's manager and the Civic Project's construction design contractor, as well as any available information in the City's possession related to scheduling and coordination of the Project, including any information on cost reimbursement from the Civic Authority to the affected Attaching Entities. The notice shall be in substantially the same form to the sample notification(s) contained in **APPENDIX B**: APPLICABLE POLE ATTACHMENT APPLICATIONS AND FORMS of these Standards.

2. All affected Attaching Entities shall have thirty (30) days from receipt of the above relocation notice from the City to notify the City in writing that they intend to transfer their existing Attachments to the City replacement Poles. The City will not require an Attaching Entity that elects to transfer its existing facilities without Modification to

replacement Poles to submit a new Attachment Application as part of such transfer

3. An affected Attaching Entity will be required to submit an Application for a transfer, but will not require a PLA submittal in such instances

4. An affected Attaching Entity that elects to transfer its Existing Attachments to the City's replacement Poles, shall complete such transfer at no cost to the City and in accordance with all Applicable Engineering Standards.

5. If the Attaching Entity elects to make a Modification to its existing facilities as part of the transfer process, the Attaching Entity shall submit a new Application and shall also pay the proportionate share of the increased costs, if any, of the replacement Pole or Streetlight Pole attributable to such Modification.

6. Affected Attaching Entities seeking to transfer their existing facilities to City replacement Poles in response to a Civic Project shall be solely responsible for coordinating with the Civic Project's manager in order to determine whether any of the Attaching Entity's transfer costs are reimbursable from the Civic Authority, and for entering into any necessary agreements with the Civic Authority concerning such cost reimbursements.

7. The City will perform a Post-Construction Inspection of any transfers to The City replacement as described in these standards.

ii. **Civic Project Initiated Undergrounding**
For any Civic Project requiring the removal of existing City Poles or where undergrounding is directed by a Civic Authority, the City will provide all affected Attaching Entities written notice of the proposed Civic Project as soon

as reasonably practical after the City itself receives such notice from the applicable Civic Authority. Unless a shorter time frame is required by the applicable Civic Authority, the City will endeavor to provide not less than four (4) months prior written notice of the expected removal of the Poles and undergrounding of the existing the City aerial facilities.

1. The notice from The City to the affected Attaching Entities shall include the name and contact information for the Civic Project's manager and the Civic Project's construction design contractor, as well as any available information in The City's possession related to scheduling of the Civic Project. The notice will also direct any affected Attaching Entity to provide written notice to The City if the Attaching Entity intends to participate in a Joint Trench with The City at thirty (30) days after to receiving notice from The City, but in no event less than thirty (30) days from the beginning of construction if four (4) months prior notice is no provided. The notice shall be in substantially the same form to the sample notification(s) contained in **APPENDIX B**: APPLICABLE POLE ATTACHMENT APPLICATIONS AND FORMS of these Standards.

2. Upon receipt of notice of the Civic Project from The City, affected Attaching Entities shall be solely responsible for conveying to the Civic Project's manager whether they desire to remove and underground their existing facilities, and pursue any cost reimbursement from the Civic Authority.

3. Affected Attaching Entities seeking to underground their existing facilities shall be solely responsible for coordinating with the Civic Project's manager and the Civic Project's construction design contractor concerning the design, specifications, costs, and construction schedule of the underground facilities, including the design of the Attaching Entities' conduits and duct bank systems, as well as for entering into any necessary agreements with the Civic Authority and/or the Civic Project's construction design contractor for any available reimbursement.

4. To the extent consistent with the Civic Project's design and specifications and all Applicable Engineering Standards, The City will allow affected Attaching Entities to relocate their aerial facilities into a Joint Trench along with the City, provided that such Attaching Entities provide the City with prior written notice of their intent to participate in a Joint Trench within the time frame specified in City's notice of the project. All such Joint Trenching shall be at no additional cost to the City and is contingent upon the Attaching Entity entering into a Joint Trench Agreement with the City. All parties executing such Joint Trench Agreement will have an opportunity to install their ducts and conduits, and associated facilities, during the timeframe allowed for the relevant trenching to occur. under the Civic Project and City schedule.

5. In no event will the City be obligated to pay for any Attaching Entity's costs, nor shall the City act as a collection agent on behalf of any party, including the Civic Authority. Such costs shall be payable by or to the Civic Authority or construction design contractor associated with such removal and undergrounding of facilities.

6. Any Attaching Entity seeking to relocate its existing Attachments to underground conduit as part of a Joint Trench Agreement with the City shall be solely responsible for securing, and providing to the City at its request, all requisite public and private authorizations, permits, and easements to occupy and operate its facilities within the Joint Trench.

7. Participation in a Joint Trench with the City is subject to the specifications and standards provided by the City.

b. **Utility Initiated Relocation**
This Section applies to any Pole, or underground relocation of the City's existing aerial facilities that City undertakes to enhance and

ensure the safety, security or reliability of its electric services that is not either required as part of a Civic Project, or a Private Development Project.

i. **City-Initiated Pole Replacements**
If the City is required to relocate its existing Poles in order to enhance or ensure the safety, security, or reliability of its electric system, and not for a Civic Project, or for a Private Development Project, the City will provide the affected Attaching Entities not less than sixty (60) days written notice of the transfer date of City's existing facilities to new replacement Poles or Streetlight Poles and the dates upon which the City will be removing the existing Poles.

1. All affected Attaching Entities shall have thirty (30) calendar days from receipt of the above relocation notice to notify the City in writing that they intend to transfer their existing Attachments to the City replacement Poles. City will not require an Attaching Entity that elects to transfer its existing facilities without Modification to replacement Poles to submit a new Application as part of such transfer. An affected Attaching Entity that elects to transfer its Existing Attachments to the City replacement Poles, shall complete such transfer at its own cost in accordance with all Applicable Engineering Standards.

2. All costs for the replacement of a Pole, including any related costs for tree-cutting or trimming required to clear the new location for the City's cables or wires, shall be allocated to the City.

3. If the Attaching Entity elects to make a Modification to its existing facilities as part of the transfer process, the Attaching Entity shall submit a new Application and shall also pay the proportionate share of the costs of the replacement Pole or Streetlight Pole attributable to its Modification.

4. The City will perform a Post-Construction Inspection of any transfers to The City replacement Poles or Streetlight Poles as described in these standards.

ii. **City Initiated Undergroundin**g.
If the City is required to remove its existing Poles and Streetlight Poles and to underground its existing aerial facilities in order to enhance or ensure the safety, security, and/or reliability of its electric system, and such undergrounding is not required for a Civic Project or for a Private Development Project, the City will provide the affected Attaching Entities four (4) months written notice of the date upon which they must remove their existing facilities from the City's Poles and/or Streetlight Poles and the dates upon which the City will be removing the existing Poles and/or Streetlight Poles (unless the City offers the affected Attaching Entities to acquire ownership of the existing Poles or Streetlight Poles as specified in these standards. The notice shall be in substantially the same form to the sample notification(s) contained in **APPENDIX B**: APPLICABLE POLE ATTACHMENT APPLICATIONS AND FORMS of these Standards.

1. Upon receipt of the written notice of the pending undergrounding of the City's aerial facilities, affected Attaching Entities shall have thirty (30) days to provide written notice to the City of their desire to place their existing facilities underground as part of a Joint Trench with the City. Upon receipt of such notice, the City will attempt to accommodate the affected Attaching Entities in the design and construction of the Joint Trench, contingent upon the Attaching Entity entering into a Joint Trench Agreement with the City. Subject to the City's review and Applicable Engineering Standards, the Attaching Entity shall be responsible for the design, engineering, and installation of its conduit and duct bank system within the Joint Trench, as well as all applicable costs associated with such facilities.

2. All parties executing such Joint Trench Agreement will have an opportunity to install their conduits and related underground facilities, in accordance with the Joint Trench Agreement, during the timeframe that the City has allowed for the relevant trenching to occur.

3. An Attaching Entity seeking to place its existing above-ground facilities underground as pursuant to a Joint Trench Agreement with the City shall be solely responsible for securing and providing to the City at its request, all requisite public and private authorizations, permits, and easements to occupy and operate its facilities within the Joint Trench.

4. Participation in a Joint Trench with the City pursuant to a Joint Trench Agreement shall not convey, or be deemed to convey, any right or authorization to occupy or use any the City ducts or conduits within the Joint Trench.

c. **Private Development Projects**
This Section applies to any Pole or Streetlight Pole relocation or undergrounding of the City's existing aerial facilities that the City undertakes because of a Private Development Project.

i. Private Development Project Initiated Pole Replacements. If the City is required to relocate existing the City Poles or Streetlight Poles and facilities to new replacement Poles or Streetlight Poles because of a Private Development Project, the City will provide the affected Attaching Entities written notice of the proposed Private Development Project as soon as reasonably practical after the City itself receives such notice from the applicable Private Developer. Unless a shorter time frame is required by the applicable Private Development Project, the City will endeavor to provide not less than sixty (60) calendar days prior written notice of the expected transfer date of the City's existing facilities to new replacement Poles and/or Streetlight Poles and the dates upon which the City will be removing the existing Poles or Streetlight Poles.

1. The notice from the City to the affected Attaching Entities shall include the name and contact information for the Private Development Project's manager and the Private Development Project's construction design contractor, as well as any available information in the City's possession related to scheduling and coordination

of the Private Development Project, including any information on cost reimbursement from the Private Developer to the affected Attaching Entities. The notice shall be in substantially the same form to the sample notification(s) contained in **APPENDIX B**: APPLICABLE POLE ATTACHMENT APPLICATIONS AND FORMS of these Standards.

2. All affected Attaching Entities shall have thirty (30) days from receipt of the above relocation notice from the City to notify the City in writing that they intend to transfer their existing Attachments, Wireless Installations, or Banner Attachments to the City's replacement Poles or Streetlight Poles. the City will not require an Attaching Entity that elects to transfer its existing facilities without Modification to replacement Poles or Streetlight Poles to submit a new Application as part of such transfer.

3. An affected Attaching Entity that elects to transfer its Existing Attachments, Wireless Installations, or Banner Attachments to the City's replacement Poles and/or Streetlight Poles as a result of Private Development Project, shall complete such transfer at no cost to the City and in accordance with all Applicable Engineering Standards.

4. If the Attaching Entity elects to make a Modification to its existing facilities as part of the transfer process, the Attaching Entity shall submit a new Application and shall also pay the proportionate share of the costs of the replacement Pole or Streetlight Pole attributable to its Modification.

5. Affected Attaching Entities seeking to transfer their existing facilities to the City replacement Poles or Streetlight Poles in response to a Private Development Project shall be solely responsible for coordinating with the Private Development Project's manager to determine whether any of Attaching Entity's transfer costs are reimbursable from the Private Developer (or Civic Authority if applicable) and for entering into any

necessary agreements with the Private Developer (or applicable Civic Authority) concerning such cost reimbursements.

6. The City will perform a Post-Construction Inspection of any transfers to the City replacement Poles and or Streetlight Poles as described in these standards.

d. **Private Development Project Initiated Undergrounding** If the City places its existing aerial facilities underground because of a Private Development Project, the City shall provide all affected Attaching Entities written notice of the proposed Private Development Project as soon as reasonably practical after the City itself receives such notice. Unless a shorter time frame is required by the applicable Private Development Project, the City will endeavor to provide not less than four (4) months prior written notice of the expected removal of the Poles or Streetlight Poles and undergrounding of the existing the City aerial facilities.

   i. The notice from the City to the affected Attaching Entities shall include the name and contact information for the Private Development Project's manager and the Private Development Project's construction design contractor, as well as any available information in the City's possession related to scheduling of the Private Development Project, and shall direct the Attaching Entities to provide written notice to the City if they intend to participate in a Joint Trench with the City at least thirty (30) days after receiving notice from the City, but in no event less than thirty (30) days from the beginning of construction if four (4) months prior notice is no provided.. The notice may be in similar form to the sample notification(s) contained in **APPENDIX B**: APPLICABLE POLE

ATTACHMENT APPLICATIONS AND FORMS of these Standards.

ii. Upon receipt of notice of the Private Development Project, from the City, affected Attaching Entities shall be solely responsible for informing the Private Development Project's manager whether they desire to underground their existing facilities, and pursue any cost reimbursement from the Private Developer.

iii. Affected Attaching Entities seeking to underground their existing facilities shall be solely responsible for coordinating with the Private Development Project's manager and the Private Development Project's construction design contractor concerning the design, specifications, costs, and construction schedule of the underground facilities, including the design of the Attaching Entities' conduits and duct bank systems, as well as for entering into any necessary agreements with the Private Developer and/or the Private Development Project's construction design contractor for any available cost reimbursement.

iv. To the extent consistent with the Private Development Project's design and specifications and all Applicable Engineering Standards, the City will allow affected Attaching Entities to relocate their existing aerial facilities into a Joint Trench along with the City, provided that such Attaching Entities provide the City with prior written notice of their intent to participate in a Joint Trench within the time frame specified in the City's notice of the Private Development Project. An Attaching Entity's participation in a Joint Trench with the City shall be at no additional cost to the City and is contingent upon the Attaching Entity entering into a Joint Trench Agreement with the City. All parties executing such a Joint Trench Agreement will have an opportunity to install their conduits and associated facilities, during the timeframe allowed for the relevant trenching to occur under the Private Development Project and the City schedule.

v. Any Party seeking to place its existing above-ground facilities underground as part of a Joint Trench Agreement with the City shall be solely responsible for securing and providing copies to the City at its request of all requisite public and private authorizations, permits, and easements to occupy and operate its facilities within the Joint Trench.

vi. The ability to enter into a Joint Trench with the City pursuant to a Joint Trench Agreement shall not convey any right or authorization to occupy or use any the City ducts or conduits within a Joint Trench.

**5. Abandonment or Removal of City Facilities.**

a. Notwithstanding the provisions of Section III.B.4, if the City decides at any time to abandon, remove or underground any Pole on which one or more Attaching Entities have Attachments; the City shall give the affected Attaching Entities notice in writing to that effect as soon as practical, but at least sixty (60) calendar days prior to the date on which the City intends to abandon or remove such Pole. Notice may be limited to a lesser period of time if the City is required to remove or abandon its Facilities as the result of the action of a governmental authority or third-party and the greater notice period is not practical. Such notice shall indicate whether the City is offering the Pole or for sale. The notice shall be in substantially the same form to the sample notification(s) contained in **APPENDIX B**: APPLICABLE POLE ATTACHMENT APPLICATIONS AND FORMS of these Standards.

i. The City shall have the right upon ten (10) days written notice (unless a shorter time period is dictated by circumstances) to remove the Attaching Entity's facilities at the Attaching Entity’s expense at one hundred and twenty-five percent (125%) of the actual documented costs. the City shall bear no responsibility or have any liability of any kind to any Attaching Entity in any manner for the removal of Attachments from the applicable Poles subject to removal.

## C. OVERLASHING

1. **Application Required**
   a. Refer to Section IV for details on the Application process for new Attachments and Overlashings and Section IV.F for the Application process for Overlashing existing Attachments. Regardless of Overlashing size or methodology, Attaching Entities are required to maintain their Overlashing in compliance with the Applicable Engineering Standards in effect at the time of the Overlash installation except where a change is required by applicable law.

2. **Overlashing Third-Party Facilities**
   a. An Attaching Entity is prohibited from Overlashing Communications Facilities of a third-party, including an Affiliate of the Attaching Entity, unless both the Attaching Entity and third-party have registered and executed a Pole Attachment Agreement with the City pursuant to these standards. The City shall not grant a Notice to Proceed authorizing the Overlashing of a third-party’s Communications Facilities unless the Attaching Entity that owns the Attachments subject to Overlash has provided the City its consent in writing to such Overlashing.

3. **Annual Attachment Connection Fee**
   a. An Attaching Entity or an Overlashing third- party shall not be required to pay a separate annual Attachment Connection Fee for such Overlashed Communications Facilities provided that the annual Attachment Connection Fee is already being billed for the original Attachment that was Overlashed.

## D. INSPECTION AND INVENTORY OF ATTACHING ENTITY'S FACILITIES

1. **Inspections**
   the City, at its discretion and in addition to any inspections undertaken during Make-Ready Work and Post-Construction Inspections, may engage in two other specific types of inspections or Inventory of Attachments.. These include:
   1) routine visual inspections of Attachments that the City's employees may conduct at any time; and

   2) a formal Inventory that the City may conduct no more frequently than once every five (5) years, in which the City shall undertake with its own personnel or with outside contractors, subject to a formal competitive bidding basis, the cost of which shall be borne by all Attaching Entities on a pro-rata basis. Regardless of inspection or Inventory method:

   a. The City expects an Attaching Entity to install, maintain, and inspect its Attachments and Overlashings to ensure these facilities are in good order and safe to the general public at all times. If any inspection reveals that any Attaching Entity's Attachments and Overlashings are not in compliance with the Applicable Engineering Standards in effect at the time the Application was approved, the City shall provide written notice and the Attaching Entity shall make any and all corrections to bring the Attachment and Overlash Attachments into compliance with the Applicable Engineering Standards. If the severity of the non-compliance warrants, the City will assess, and the Attaching Entity will be required to pay a Safety Violation Assessment as described in **APPENDIX F**: SCHEDULE OF POLE ATTACHMENT RATES, FEES, AND CHARGES.

b. If it is found that an Attaching Entity has made an Attachment without a Notice to Proceed, the Attaching Entity shall pay an Unauthorized Attachment Charge as specified in **APPENDIX F**: SCHEDULE OF POLE ATTACHMENT RATES, FEES, AND CHARGES, in addition to applicable Attachment Connection Fees, Application Fees, and Make-Ready Charges, if any.

c. Notwithstanding any other provisions contained in these Standards, including this Section, no revisions to the Applicable Engineering Standards shall be retroactive to existing permitted Attachments and Overlashings unless required by city, county, state, or federal law.

2. **Routine Visual Inspections and/or Inventory**
Any qualified City employee may conduct a routine inspection and/or inventory of an Attaching Entity's Attachments and Overlashings. In practice, these routine inspections and/or inventory may be undertaken and completed as part of the daily work assignment of a City employee. The cost of this work is included in the determination of the annual Attachment Rate or Wireless Rate, as described in **APPENDIX F**: SCHEDULE OF POLE ATTACHMENT RATES, FEES, AND CHARGES. In the course of a routine visual inspection, a City employee or contractor may require an Attaching Entity or its contractors installing an Attachment or Overlash to supply evidence of a valid Notice to Proceed or permission from the City to access a City Pole, as applicable. The City reserves the right to demand the Attaching Entity or its contractor to immediately suspend work on the Attachment, Overlash should the Attaching Entity or contractor be unable to furnish the valid Notice to Proceed or other notice of permission for the City's inspection. If the City directs the work be suspended, the Attaching Entity or its contractor shall suspend the work in a safe and orderly manner ensuring the suspension of the work will not cause a danger to City employees, contractors, or the general public.

3. **Formal Inventory Performed by the City or Third-Party Contractor Subject to Competitive Bid**
   The City may contract with a third-party contractor to conduct a formal Inventory of either all or designated Poles within the City service area. The cost of this formal Inventory shall not be included in the calculation of the Attachment Rate as described in **APPENDIX F**: SCHEDULE OF POLE ATTACHMENT RATES, FEES, AND CHARGES. All Attaching Entities shall cooperate and participate in the Inventory. Each Attaching Entity will share the total cost of the Inventory on a pro-rata basis with all other Attaching Entities based on the number of found Attachments belonging to each Attaching Entity. For the limited purpose of determining the pro-rata shared costs, each foot of space occupied on a pole will count as one (1) Attachment on each Pole. In undertaking this formal Inventory:

   a. the City shall have sole responsibility for the management, review, and approval of the Inventory of its Poles.

   b. the City shall routinely conduct meetings, communicate in writing, via electronic mail, with all Attaching Entities to discuss the progress and on-going results of the Inventory. The City will seek to find consensus with the Attaching Entities as to the most effective schedule and methodology of these meetings and communications. Each Attaching Entity shall be expected to cooperate fully with the City and/or the third-party contractor conducting the Inventory by assigning a single point of contact to attend project meetings and receive the written communications and to answer any questions either the City or the third-party contractor may have concerning the Attaching Entity's Attachments. Attaching Entities shall be given access to the Inventory results and other supporting documentation, including maps, spreadsheets, and other related items.

c. At the conclusion of the Inventory, the City shall provide a written report to each Attaching Entity containing a draft of the final Inventory Attachment count for the Attaching Entity and other documentation necessary to substantiate the third-party contractor's Inventory findings. Notwithstanding the challenge provisions of Section III.D.3.d below, if the Attaching Entity does not provide a written challenge to the draft Inventory count or results within thirty (30) calendar days of the issuance of the City's draft Inventory count, the Inventory count will be deemed correct, and the City will invoice the Attaching Entity for their share of the cost of inventory.

d. Should an Attaching Entity wish to challenge the results of the draft Inventory report, the Attaching Entity shall, within thirty (30) calendar day of the City issuing the draft Inventory report, discussed in Section III.D.3.c above, provide the City written notice that the Attaching Entity has cause to challenge the results. In this notice, the Attaching Entity shall provide to the City all relevant documentation to substantiate its challenge for review and consideration by the City. All costs related to this challenge, including both the City's and third-party contractor's labor and other expenses required to respond to and resolve the challenge shall be borne by the Attaching Entity challenging the Inventory results. Should multiple Attaching Entities provide notice of their intent to challenge the results, the City will pro-rate the cost and expenses required to respond to the challenge as described in this Section to the Attaching Entities participating in the challenge. To the extent the Attaching Entity prevails in identifying errors or omissions in the Inventory, the City shall be responsible for its own and the third-party contractor costs. the City will meet with the

Attaching Entity requesting the challenge within ten (10 calendar days of receiving the written notice of challenge to discuss the challenge and attempt to reach agreement and settlement on the Attaching Entity's Attachment count. The City will issue its final decision in writing as to the resolution of the challenge within fifteen (15) days following this settlement meeting.

e. Following resolution of all challenges, pursuant to Section III.D.3.d, the City shall issue a final Inventory report and shall true-up each Attaching Entity's count to the number of Attachments identified in the final Inventory report including any Unauthorized Attachments as described in Section III.E. Unauthorized Attachments reported shall incur an Unauthorized Attachment Charge as provided in **APPENDIX F**: SCHEDULE OF POLE ATTACHMENT RATES, FEES, AND CHARGES. The City shall invoice the applicable Attaching Entity for the Unauthorized Attachments and payment shall be due within forty-five (45) calendar days of the City's issuance of the invoice. Failure of the Attaching Entity to pay the outstanding invoice timely and in full will result in the suspension of any current pending Applications and the immediate rejection of any future Applications until such payment is received in full.

f. The Attaching Entities will be charged their pro-rata share of the cost of inventory based upon the total cost of the inventory and the number of attachments total in the system.

4. **No Liability**
The making of any inspections or Inventory under this Section III.E, or the failure to do so, shall not operate to impose upon the City any liability of any kind whatsoever or relieve an Attaching Entity of any responsibility, obligations or liability, whether assumed or otherwise existing.

5. **Attaching Entity Conducted Inventory**
   Nothing in these Standards prevents an Attaching Entity from performing its own Inventory of its own which the City shall consider in the determination of that Attaching Entities total Attachment count. Before the City will consider such inventory, the Attaching Entity shall be required to meet with the City and describe the methodology and approach used to conduct the inventory. The cost of such inventory shall be the sole risk and responsibility of the Attaching Entity undertaking the inventory.

## E. UNAUTHORIZED OCCUPANCY OR ACCESS

1. **Unauthorized Attachments**
   If, after the establishment of the Inventory baseline set forth in Section III.D.3 any belonging to an Attaching Entity that:
   a. are found to occupy a Pole, as applicable, for which the City had not previously issued a Notice to Proceed to the Attaching Entity, or
   b. are being utilized to provide services that are not Communications Services,

The City, without prejudice to its other rights or remedies, will send the Attaching Entity a written Notice of the Unauthorized Attachment, a copy of which is provided in **APPENDIX B7: NOTICE OF UNAUTHORIZED ATTACHMENT**. Such notice shall include the specific location of the Pole where the violation is found and the nature of the Unauthorized Attachment. Within forty-five (45) calendar days upon receipt of the notice of violation, the Attaching Entity must submit for the Unauthorized Attachment

a. an Application for an Attachment,
b. correct Application Fee if applicable, and
c. the Unauthorized Attachment Charge to the City.

Should the Attaching Entity fail to comply within the forty-five (45) calendar days, the Attaching Entity must remove its Unauthorized Attachment within the subsequent forty-five (45) calendar day period. If the Attaching Entity fails to remove the unauthorized facilities, the City may remove them without liability and the Attaching Entity shall promptly reimburse the City for the expense plus ten percent (10%) of such removal in all cases, no later than forty-five (45) calendar days following the City's issuance of invoice.

2. **Unauthorized Attachment Charge**

   Pursuant to Section III.E.1 above, the City, without prejudice to its other rights or remedies, may assess an Unauthorized Attachment Charge, as specified in **APPENDIX F**: SCHEDULE OF POLE ATTACHMENT RATES, FEES, AND CHARGES, for each Attachment for which:

   a. No Notice to Proceed has been issued by the City;
   b. Where an Attachment received a Notice to Proceed and it was later found the information provided by the Attaching Entity on the Application was substantially incorrect; or
   c. Where an Attachment has been significantly modified since the issuance of its initial Notice to Proceed and such modification has not been approved by the City.

3. **No Ratification of Unauthorized Use**

   No act or failure to act by the City with regard to an Attaching Entity's Unauthorized Attachments shall be deemed as ratification of the unauthorized (unlicensed) use. If any Notice to Proceed should be subsequently issued for an unauthorized facility, such Notice to Proceed shall not operate retroactively or constitute a waiver by the City of any of its rights or privileges and the non-compliant Attaching Entity shall remain subject to all liabilities, obligations, and responsibilities under the applicable Pole Attachment Agreement and these Standards in regards to said unauthorized (unlicensed) use from its inception.

4. **Excessive Unauthorized Attachments**

a. If an Attaching Entity is determined by the City pursuant to an Inventory described in Section III.D or by other means to have Unauthorized Attachments accounting for the greater of (1) more than two percent (2%) of its total Attachments, or (2) thirty (30) or more Unauthorized Attachments; the Attaching Entity shall be in breach of its Pole Attachment Agreement and the City will have the right to terminate such Agreement subject to the cure provisions in the Pole Attachment Agreement. Failure to timely cure such breach of contract could result in the removal of all of the Attaching Entity's Communication Facilities, or the City, in its sole discretion, may exercise such other remedies as the Pole Attachment Agreement provides.

b. For those entities found with Unauthorized Attachment who do not have a valid Pole Attachment Agreement, or who are otherwise not authorized to attach to City Poles, as applicable; the City reserves all of its rights under applicable law and equity to remedy the trespass.

## F. OPERATIONAL DUTIES AND RESPONSIBILITIES

1. **Duty to Inspect**
While recognizing its duty to maintain and update its electric distribution system, in order to provide safe and reliable electric service, the City does not warrant that its Poles are free of defects or non-compliant Attachments. By submitting an Application, an Attaching Entity acknowledges that it has an obligation to inspect the City's Poles, as applicable, and the premises surrounding such pole structures prior to commencing any work utilizing the or entering the premises surrounding such pole structures. ANY CITY FACILITIES WHICH MAY BE IDENTIFIED AS UNSAFE SHALL BE REPORTED TO THE CITY AS SOON AS PRACTICAL AFTER THEY ARE IDENTIFIED, FOR FURTHER HANDLING BEFORE THE ATTACHING ENTITY UNDERTAKES ANY WORK AT THAT LOCATION.

2. **Knowledge of Work Conditions**
   In all situations, it is the continuing responsibility of an Attaching Entity to acquaint itself, its employees, agents, contractors, and/or subcontractors with these Standards including all Applicable Engineering Standards relating to the work for which a Notice to Proceed may be sought by the Attaching Entity. Failure to become familiar with these Standards and with the facilities, difficulties, and/or restrictions attending the execution of such work may result in the denial of an Attachment, delay in construction, assessment of penalties, and removal of a non-conforming Attachment and Overlashing among other remedies that the City may impose for violations of these Standards.

   a. City Poles may be treated with chemical wood preservatives.
   b. The City attempts to identify and mark such pole structures that should not be climbed. In all situations, it the responsibility of any person having a valid reason to climb a pole structure in performance of assigned job duties to be personally satisfied as to the structural integrity of such poles prior to climbing or doing other work on the pole.

3. **Duty of Competent Supervision and Performance**
   All Attaching Entities are on notice that in the performance of work under these Standards, an Attaching Entity and its employees, agents, servants, contractors and/or subcontractors will work near electrically energized lines, transformers, or other City Facilities, and it is the intention that energy therein will not be interrupted at any time, except in an Emergency endangering life, personal injury, or property. All Attaching Entities shall ensure that their employees, agents, servants, contractors and/or subcontractors have the necessary qualifications, skill, knowledge, training, and experience to protect themselves, their fellow employees, employees of the City, and the general public from harm or injury while performing work permitted pursuant to these Standards. In addition, all Attaching Entities shall furnish their employees, agents, servants, contractors and/or subcontractors competent supervision; as well as ensure these employees, agents, servants, contractors and/or

subcontractors have sufficient and adequate tools, equipment, and training for the required work to be performed in a safe manner.

In the event of an Emergency or otherwise in which it may be necessary for the City to de-energize any part of City Facilities, the Attaching Entity shall ensure that work is suspended until such City Facilities have been de-energized and properly grounded and that no such work is conducted unless and until an authorized City employee has communicated that such City Facilities have been made safe and are ready for the Attaching Entity to work.

4. **Requests to De-energize**
   An Attaching Entity may request that the City de- energize and render safe any City Facility for its benefit and convenience. Such request shall be made in writing and received by the City at least five (5) calendar days in advance of the date the work is planned. The Attaching Entity shall reimburse the City in full for all costs and expenses incurred, in accordance with these standards, to comply with such request. Before any City Facilities are de-energized, with the exception of actions taken pursuant to an Emergency, the City shall provide upon request an estimate of all costs and expenses to be incurred in accommodating the Attaching Entity's request.

5. **Interruption of Service**
   In the event an Attaching Entity causes an interruption of service by damaging or interfering with any City Facilities, the Attaching Entity at its expense shall immediately do all things reasonable to avoid further injury or damages, direct and incidental, resulting therefrom and shall notify the City immediately of these activities.

6. **Duty to Inform**
   THE WORK CONTEMPLATED UNDER THESE STANDARDS INVOLVES IMMINENT DANGERS INCLUDING SERIOUS BODILY INJURY OR DEATH FROM ELECTROCUTION. The Attaching Entity acknowledges such dangers and accepts as its duty and sole responsibility to notify, inform, and keep informed its

employees, agents, servants, contractors and/or subcontractors of such dangers and shall not be passed or assigned this duty and responsibility to any third-party.

7. **Duty to Protect Data**
   An Attaching Entity has an obligation and duty under Section §418.181 Texas Government Code (Confidentiality of Certain Information Relating to Critical Infrastructure) to protect and hold confidential City data relating to City Facilities and not disclose such data to any third-party without the City's written consent. The City will undertake reasonable measures to keep an Attaching Entity's proprietary data confidential and secure.

## G. POLE ATTACHMENT APPLICATION PROCESS

The City offers Attaching Entities non-discriminatory access to Poles for wire Attachments or Overlashings as shown listed below.

**Competitive Provider - Standard Process.**

1. **Eligibility.**

   Default process for any Attaching Entity with a valid Pole Attachment Agreement that is a Competitive Provider.

2. **Application for Attachment Required**

   An Attaching Entity shall not install any new Attachment or new Overlashing, except as provided in Section IV.F, on any City Pole without first submitting an Application and obtaining a Notice to Proceed pursuant to the requirement and procedures set forth below and elsewhere in these Standards.

   a. **Application Form.**

      All Attaching Entities shall use the Application for Pole Attachment Form, a copy of which is provided in **APPENDIX B1.** ***APPLICATION FOR POLE ATTACHMENT***, which may be amended from time to time, provided that any such amendments are consistent with Applicable Engineering Standards and are applied to all similar types of Attachments on a non-discriminatory basis.

      i. A single Application may include up to a maximum of fifty (50) Poles for new Attachments.

      ii. the City's acceptance of the submitted design documents required as part of a complete Application Form does not relieve the Attaching Entity of full responsibility for any errors and/or omissions in the engineering analysis and compliance with all Applicable Engineering Standards.

   b. **Pole Ownership**

      For the purposes of Application submittal, unless the City records and/or Poles indicate otherwise, the City shall be presumed to be the owner all Poles subject to Attachment. The Attaching Entity is responsible for field verifying Pole ownership and notifying the

City of any discrepancies between the City's maps/records and the actual Poles in the field.

c. **Compliance with Standards**
Attaching Entity shall comply with the Texas Engineering Act at Section 1001.001, et seq., of the Texas Occupations Code to the extent it is applicable to the work described herein, and with the most current version of the National Electrical Safety Code (NESC), including any and all revisions to both, and all other Applicable Engineering Standards. The Attaching Entity shall certify its compliance with the above on each Application it submits to the City for processing. The certification statement shall be submitted by an employee or agent of the Attaching Entity who has the final authority or responsibility to approve the Application. The City will not process an Application that fails to provide the signed certification statement included therein. The Attaching Entity shall provide documentation, sealed by an Engineer, establishing that the Attaching Entity's applicable Pole Loading Analysis (PLA) documents comply with all requirements specified by the NESC and the Applicable Engineering Standards.

i. **Pole Loading Analysis (PLA)**
An Attaching Entity, in connection with an Application, must comply with the PLA methodology described herein and in **APPENDIX E**: POLE LOADING REQUIREMENTS . Acceptable software for use of PLA shall be completed in OCALC, unless otherwise approved by the City. The Attaching Entity will gather the pole and Attachment physical and technical information required to conduct a PLA on Poles that meet the criteria for PLA as described in **APPENDIX E**: POLE LOADING REQUIREMENTS, with assistance as required from the City.

ii. **Submission of Application**
Completed Applications may be submitted electronically via the City's online application platform, or other means mutually agreeable by the City and the Attaching Entity. The Application shall include:

1. A completed Application form, as provided in **APPENDIX B1.** ***APPLICATION FOR POLE ATTACHMENT*** and within the application portal;
2. A proposed installation schedule upon issuance of Notice to Proceed; PLA worksheets and results, and

3. Relevant pole data;

Such Application shall be prepared by, or under the authority of, the Attaching Entity. The detailed design documents referenced in this Section will be undertaken and completed in design tools to be deemed acceptable by the City. All actions pursuant to this Section shall be at the Attaching Entity's cost and risk.

3. **City Review of Application**
The City will respond to each completed Application submitted by the Attaching Entity within thirty  (30) calendar days of receipt. Should the City be required to return an Application for clarification or modification, the time required for the Attaching Entity to address the concerns raised and return the Application shall not count against the thirty (30) calendar day period. For Applications with Overlashing only, the City will respond pursuant to Section IV.F. Any Application that does not conform to the requirements provided in Section IV and the Applicable Engineering Standards will be deemed incomplete and immediately rejected by the City.

In the event the City does not finalize its review of a completed Application within thirty (30) calendar days, the City will provide notice to the Attaching Entity of the delay and provide a reasonable timeline of completion mutually agreed upon between the City and the Attaching Entity.

a. **Review**
In making its decision as to whether to approve an Application, the City will consider the Applications proposed compliance with engineering and safety requirements, in accordance with the Applicable Engineering Standards set forth in these standards. In addition, the City shall consider Capacity constraints, including the future needs of the City as determined in accordance with the Reserved Capacity provisions set forth in these standards, flood zone requirements, in-flight City projects, and other circumstances known at the time that would directly affect the engineering, safety requirements, and Capacity constraints of the Application submission and review which may impact the Application, including any known third-party requests for Attachment to the same Pole as described in these standards.

b. **Make-Ready Electrical Construction**
In the event an Attaching Entity's proposed Application requires the City to undertake and complete Make-Ready Electrical Construction to accommodate the Attaching Entity's Application, the City will review the PLA documents and the application to prepare a design and cost estimate for Make-Ready Electrical Construction work provided by the City or Attaching Entity. If the Attaching Entity wishes to conduct Make Ready Electrical Construction on behalf of the City, the City must provide approval. The City will then submit this estimate of the cost of Make-Ready Electrical Construction to the Attaching Entity utilizing the City Authorization for Make-Ready Work form, provided in **APPENDIX B2. AUTHORIZATION FOR MAKE READY WORK AND INVOICING**, for approval from the Attaching Entity to proceed. The Attaching Entity shall approve and make advanced payment of this cost estimate in order for any Make-Ready Electrical Construction to procced in accordance with these standards. The Attaching Entity shall have thirty (30) calendar days following the issuance of the City invoice for Make-Ready Work to approve the estimate and provide payment. Failure of the Attaching Entity to respond to the City or return the City invoice for Make-Ready Work within the thirty (30) calendar day period will result in the Application being cancelled or recalculated by the City, with all applicable Application Fees being non-refundable.

c. **Changes Required**
If the City describes any changes, modifications, or revisions necessary to the proposed application, including the pole loading analysis, pursuant to this Section, the City shall notify the Attaching Entity in writing. Upon receipt of this notice, the Attaching Entity may resubmit the Application as amended and is subject to additional review; or the Attaching Entity may propose alternative changes, modifications, or revisions consistent with Applicable Engineering Standards by resubmitting the Application with such other alternative proposals, provided that such resubmission explains the reasons for the alternative proposals and addresses all concerns raised by the City in response to the initial Application.

The Attaching Entity shall incur an additional application fee, if applicable, upon resubmitting the Application containing the alternative proposals. the City shall have thirty (30) calendar days of receipt thereof to provide the Attaching Entity with:

(i) Notification that access is granted based on the alternative proposals; or
(ii) A detailed description of any changes, modifications, or revisions to the alternative proposal necessary to comply with safety, reliability, or generally applicable engineering practices or standards.

In the event the City fails to complete its review within thirty (30) calendar days of the resubmitted Application containing the alternative proposals, the City will provide notice to the Attaching Entity of the delay and provide a reasonable timeline of completion mutually agreed upon between the City and the Attaching Entity.

4. **Compliance by Attaching Entity**
The City's acceptance of the submitted application including respective engineering documents does not relieve the Attaching Entity from compliance with the requirements of the Texas Engineering Act, the National Electrical Safety Code, and all other Applicable Engineering Standards as required by this Standard.

5. **Application Approval**
   i. **If Make-Ready Electrical Construction Is Required**
   After acceptance of all necessary revisions, the City will issue to the Attaching Entity the City Authorization for Make-Ready Work, a copy of which is in **APPENDIX B2. AUTHORIZATION FOR MAKE READY WORK AND INVOICING**. The Attaching Entity shall comply with the provisions of Section IV

   ii. **If Make-Ready Electrical Construction Is Not Required**
   After acceptance of all necessary revisions to the Application, the City will issue to the Attaching Entity the City Notice to Proceed, a copy of which is in **APPENDIX B4: NOTICE TO**

**PROCEED**. The Attaching Entity shall comply with the provisions of Section IV.

6. **Treatment of Multiple Requests for Same Pole**

   The City shall consider complete Applications received from multiple Attaching Entities to attach to the same Pole on a "first-come, first-served", non-discriminatory basis.

   iii. If the City receives a subsequent Application for the same Pole from a second prospective Attaching Entity following acceptance of a complete Application and prior to completing Make-Ready Electrical Construction or issuing a Notice to Proceed on said first Application, the City shall reject the second Application and any subsequent Applications for the same Pole without consideration of the proposed Attachments from the Application which was first in time. The City will reconsider the rejected Application if it is revised and resubmitted to eliminate the conflict with the first in time Application previously approved.

   iv. Should the first in time Application require the City to undertake and complete any Make-Ready Electrical Construction on a Pole with a subsequent request for an Attachment Installation received before the City completes such Make-Ready Electrical Construction, the City shall meet with each Attaching Entity and allocate the costs to complete this Make-Ready Electrical Construction evenly between the Attaching Entities requesting access to the Pole.

   v. Where Make-Ready Electrical Construction on the Pole with multiple Attachment requests arise not required or has been already completed; in the event the Attaching Entity that was first in time fails to timely affix its Attachment in accordance with these standards, as applicable, the City will withdraw the first Application and process the second Application without consideration to the initial first-in-time Application.

7. **Make-Ready Electrical Construction**

   If Make-Ready Electrical Construction is required to accommodate an Attaching Entity's Attachment and/or Overlashing, the City or its contractors shall perform such work at Attaching Entity's expense as provided in Section IV.

   a. **Advance Payment**

The City shall invoice Attaching Entity based on the estimated cost of such work. Pursuant to these standards, the City shall require payment in advance for any Make-Ready Electrical Construction, to be performed by the City or its contractors.

b. **Work Performed by the City or City Contractor**
Make-Ready Electrical Construction shall be performed only by the City and/or a contractor authorized by the City to perform such work. Prior to commencement of Make-Ready Electrical Construction and upon receipt of advance payment, the City will schedule a work order within thirty (30) calendar days for construction to commence. The City will strive to perform the Make-Ready Electrical Construction to accommodate an Attaching Entity's Communications Facilities within ninety (90) calendar days after scheduling. The City shall provide to the Attaching Entity as soon as possible the estimated schedule for completing the Make-Ready Electrical Construction. In the event that the City is unable to complete the Make-Ready Electrical Construction within the ninety (90) calendar day period, an Attaching Entity may request in writing to the City the use of temporary Attachments by submitting a Request for Temporary Attachment form, located in **APPENDIX B3. REQUEST FOR TEMPORARY ATTACHMENT**. Upon receiving this written request, the City shall coordinate with the Attaching Entity on a non- discriminatory basis to determine all reasonable means to accommodate the temporary Attachment request subject to compliance with the Applicable Engineering Standards. Any temporary Attachments must be removed and properly installed upon the completion of the Make-Ready Electrical Construction. The cost to install and remove a temporary Attachment shall be borne by the Attaching Entity.

c. **Work Schedule**
In performing all Make-Ready Electrical Construction to accommodate an Attaching Entity's Attachments, the City will include such work in its normal work schedule on a non-discriminatory basis. In the event the Attaching Entity requests that the Make-Ready Electrical Construction be performed on a priority basis or outside of the City's normal work hours, the Attaching Entity shall pay the appropriate

increased costs if deemed necessary by the City. Nothing herein shall be construed to require performance of any Attaching Entity's work before other scheduled work, the City service restoration, or other Emergency work.

d. **Notifying Other Attaching Entities**
Prior to commencing Make-Ready Electrical Construction, the City shall provide no less than ten (10) calendar days' written notice to the Attaching Entities on the affected Pole of the impending work. Such notification will be sent through the National Joint Utilities Notification System (NJUNS) or comparable notice.

e. **Notice to Proceed**
Following completion of the Make-Ready Electrical Construction, the City will issue a City Notice to Proceed, a form of which is provided in **APPENDIX B4: NOTICE TO PROCEED**, to the Attaching Entity (applicant) in writing that the Pole is available for Make-Ready Communications Construction and Attachment. When applicable, the Attaching Entity shall proceed to install its Attachments utilizing the One-Touch Transfer Process described in Section IV below. Whenever the transfer of an Attachment would requires cutting or splicing of the Communication Facility or disruption of wireless service, the Complex Transfer Process in Section IV below shall apply.

f. **Failure to Attach**
An Attaching Entity must exercise the right granted by the City Notice to Proceed within ninety (90) calendar days of issuance of the Notice to Proceed. If needed, the Attaching Entity may request in writing to the City an additional thirty (30) calendar day extension of the effective period of the Notice to Proceed. The request for this extension must be received by the City no later than seven (7) calendar days before the expiration date provided in the Notice to Proceed. In considering this request, the City will review past construction practices of the Attaching Entity and current efforts underway to complete the installation for which the extension was requested. the City will provide a written response to the request for extension within seven (7) calendar

days of receiving the request. The City, at its discretion, may not consider any requests for extension received within seven (7) calendar days of the expiration of the Notice to Proceed.

i. Failure to install an Attachment within the effective period of the Notice to Proceed, or extended period if granted by the City, will result in expiration of the Application and the forfeiture of the applicable Application Fees and any payments made for Make-Ready Work already completed. Following expiration of an Application, should the Attaching Entity wish to continue to install the Attachment subject to the expired Application, the Attaching Entity must submit a new Application covering the same Attachment including all appropriate Application Fees.

ii. The City and the Attaching Entity shall determine a mutually-agreeable schedule for the completion of the Make-Ready Work should an issue of Force Majeure, as described in the Pole Attachment Agreement, be asserted by either party.

8. **Make-Ready Communication Construction – One Touch Transfer**

The transfer of third-party Attachments or Wireless Installations, whether conducted by an Attaching Entity or the City, shall hereinafter be referred to as the "One-Touch Transfer Process." Pursuant to these Standards, the One-Touch Transfer Process allows an Attaching Entity to transfer or rearrange an Attachment of one or more Attaching Entities in the Communications Space of the City, as may be necessary to accommodate the installation of a new Attachment contingent upon compliance with requirements identified in this Section. All One-Touch Transfers conducted by an Attaching Entity or the City must comply with the following requirement(s):

a. **Simple Transfers Only**

One-Touch Transfers shall be limited to rearrangement or transfer of third-party Attachments on an existing Pole and/or a Mid-Span Installation suspended by a Messenger cable between two Poles. Such Attachment or Mid-span installation may be rearranged within an existing Pole or transferred onto a replacement Pole Installation (along with any supporting

Communication Facility or Overlash) is not subject to cutting and splicing and any affected Mid-Span Installation is not severed from the Communication Facility providing connectivity.

b. **Applicability to City**
The City's communications wires or facilities installed in the Communication Worker Safety Zone of a Pole will also be subject to the One-Touch Transfer Process.

c. O**ne-Touch Transfers Subject to Applicable Engineering Standards**
All Make-Ready Communication Construction performed under the One-Touch Transfer Process shall meet all Applicable Engineering Standards, including the City's clearance standards. Applications that include Make-Ready Communications Construction and One-Touch Transfers that fail to meet Applicable Engineering Standards will be rejected by the City.

d. **Cost Responsibility**

With the exception of instances where in the sole judgement of the City in which a Pole has been identified as defective, the City will be responsible for the cost to replace such defective Pole. In all other instances, the Attaching Entity shall pay all costs of Make-Ready Electrical Construction and Make-Ready Communications Construction associated with One-Touch Transfers as described below:

i. Where the Pole includes one or more third-party Attachment(s) that fail to meet Applicable Engineering Standards but otherwise there is enough space on the Pole to accommodate the Attaching Entity's Attachment. Make-Ready Work will include the transfer of the third-party Attachment(s).

ii. Where the Pole includes one or more third-party Attachment(s) that fail to meet Applicable Engineering Standards, and in order to accommodate the Attaching Entity's Attachment on the same Pole the third-party Attachment(s) must be rearranged, the cost of rearranging the third-party Attachment(s) will not be included in Make Ready Work. Provided that if the Attachment(s) on the Pole fails to meet NESC clearance standards and/or poses a public safety hazard, the Attaching Entity may recover the cost to bring such Attachment(s) into compliance from the owner of that Attachment.

iii. Where the Pole includes one or more third-Party Attachment(s) that fail to meet Applicable Engineering Standards, and in order to accommodate the Attaching Entity's Attachment a new Pole must be installed, the cost of the new Pole and the transfer of the third-party Attachment(s) will be included in the Make-Ready Work. The City will provide notice of the work being completed, any third-Party Entity shall have the option to provide notice that they wish to conduct the transfer themselves, in which case, they will be provided a specified date the transfer must be completed by. Should the transfer not be completed by specified date, the City will conduct the transfer.

iv. Where the Pole includes one or more third-party Attachment(s) that meet Applicable Engineering Standards, and otherwise there is enough space on the Pole to accommodate the Attaching Entity's Attachment, Make-Ready Work will not include the transfer of the third-party Attachment(s).

v. Where the Pole includes one or more third-party Attachment(s) that comply with Applicable Engineering Standards, and in order to accommodate the Attaching Entity's Attachment on the same Pole the third-party Attachment(s) must be rearranged, the cost of rearranging the third-party Attachment(s) will be included in Make-Ready Work.

vi. Where the Pole includes one or more third-party Attachment(s) that comply with Applicable Engineering Standards, and in order to accommodate the Attaching Entity's Attachment a new Pole must be installed, the cost of the new Pole and the transfer of the third-party Attachment(s) will be included in Make- Ready Work.

e. **Notice of Transfer**

An Attaching Entity shall provide all third-parties having wire Attachments or Overlashings affected by a proposed One-Touch Transfer with advanced written notice of such One-Touch Transfer no less than twenty-one (21) calendar days prior to undertaking such One-Touch Transfer. This notice shall be provided using the NJUNS or comparable notice to a duly designated representative of the affected Attaching Entity, unless another method of notice is prescribed by the City. The Attaching Entity who desires to utilize the One-Touch Transfer Process shall bear the responsibility of determining the appropriate representative for each Attaching Entity affected by the Attaching Entity's implementation of the One-Touch Transfer Process. The Attaching Entity shall include notice to City staff as well.

f. **Critical Communication Facilities**
If an affected Attaching Entity, in its reasonable discretion, determines that a proposed One-Touch Simple Transfer poses a risk of disconnection or interruption of service to a Critical Communications Facility, the affected Attaching Entity shall notify the requesting Attaching Entity and the City in writing within ten (10) calendar days of receiving the notice of transfer described in this standard. The affected Attaching Entity is obligated to make the requested transfer of their Critical Communication Facilities within fifteen (15) calendar days of providing such notice. Failure to transfer the Critical Communications Facilities in a timely manner will subject the Critical Communications Facility to the One-Touch Transfer Process.

g. **Post-Transfer Notice**
Within fifteen (15) calendar days following the completion of a One-Touch Transfer, the Attaching Entity shall send written notice of the One- Touch Transfer and as-built reports to each affected Attaching Entity and the City. Within thirty (30) calendar days of receipt of these as-built reports, the Attaching Entity that owns the Communications Facilities that were transferred or relocated may conduct an inspection at the expense of the Attaching Entity who moved the facilities. If the One-Touch Transfer failed to meet all Applicable Engineering Standards, the owner of the Communications Facilities subject to transfer or

relocation will notify the Attaching Entity responsible for the One-Touch Transfer of any deficiency, which will be corrected within fifteen (15) calendar days following receipt of such written notice at the expense of the Attaching Entity responsible for the One-Touch Transfer. The Attaching Entity responsible for the One-Touch Transfer shall pay the actual, reasonable, and documented inspection expenses incurred by the owner of the Communication Facilities subject to transfer or relocated, within forty-five (45) calendar days of receipt of an invoice. Failure of the owner of the moved or relocated Attachment to undertake and complete the inspection within the thirty (30) calendar day period shall be deemed acceptance of the One-Touch Transfer.

h. **Attaching Entity's Attachments Subject to One-Touch Transfer by Other Entities**
An Attaching Entity's Communications Facilities shall be subject to the One-Touch Transfer Process conducted by another Attaching Entity or the City pursuant to the same terms and conditions prescribed in this Section.

9. **Make-Ready Communication Construction - Complex Transfers**
   a. **Responsibility for Complex Transfers**
   The accomplishment of a Complex Transfer is considered part of Make-Ready Communication Construction and shall be performed by the Attaching Entity which owns the Attachment subject to transfer. It is the responsibility of the Attaching Entity requesting the Complex Transfer to negotiate a private process with the owning Attaching Entity for the Complex Transfer. The cost of the Complex Transfer shall be borne by the requesting Attaching Entity

   b. **Complex Transfers Escalation Process**
   In the event an Attaching Entity refuses to reach agreement on a process for the expedient transfer of an Attachment subject to a Complex Transfer, the requesting Attaching Entity may rely on the following escalation procedures. At any time during these escalation procedures, the requesting Attaching Entity and the owner of the Attachment subject to the Complex Transfer may reach agreement on a voluntary transfer process. In such event,

the requesting Attaching Entity shall notify the City in writing of this agreement.

i. **Level 1: Initial Request for Complex Transfer (Days 0 to 30)**

1. **Initial Notice Letter**
The requesting Attaching Entity shall provide written notice to owner of the Attachment subject to Complex Transfer requesting the transfer of such Attachment using NJUNS or comparable notice with a copy to the City. The Attaching Entity which owns such Attachment shall perform the transfer within thirty (30) calendar days of receipt of notice from the requesting Attaching Entity.

ii. **Level 2: Initial Escalation Process (Days 31 to 60)**

1. **Escalation Notification**
If the owner fails to transfer the Attachment subject to Complex Transfer within the initial thirty (30) calendar days, the requesting Attaching Entity shall send a certified letter notifying the non-compliant Attaching Entity that failure to transfer the Attachment within a subsequent thirty (30) calendar days (escalation period) of receipt of notice will result in the Attachment in question being designated by the City as non-compliant with the Complex Transfer Process and subject to penalty, as described in these standards, on the basis of interference with the requesting Attaching Entity's permitted Attachment rights. The requesting Attaching Entity shall send the City a copy of the escalation letter and all other correspondence between the parties related to this matter.
2. **Duty to Negotiate**
The requesting Attaching Entity is required to continue negotiations with the non-compliant Attaching Entity during the thirty (30) calendar day escalation period. Absent extraordinary circumstances, the non-compliant Attaching Entity's failure to transfer the Attachment subject to Complex Transfer by the end of the thirty (30) calendar day escalation period shall be

considered a lack of cooperation on the part of the non- compliant Attaching Entity. Conversely, absent extraordinary circumstances, a refusal by the requesting Attaching Entity to agree to an alternative process for the transfer of the Attachment in question within a reasonable date certain shall be considered a lack of cooperation on the part of the requesting Attaching Entity.

3. **Notice of Success Complex Transfer**
   If the non-compliant Attaching Entity transfers the Attachment subject to Complex Transfer within the thirty (30) calendar day escalation period, or the requesting Attaching Entity transfers the Attachment by mutual agreement of the parties, no further escalation will be necessary.

iii. **Level 3: City Finding of Non-Compliant Attachments (Days 61 to 90)**

1. **Request for Finding of Non-Compliant Attachments**
   If the requesting Attaching Entity and the non-compliant Attaching Entity cannot reach agreement and the non-compliant Attaching Entity fails to transfer the Attachment subject to Complex Transfer within the thirty (30) calendar day escalation period; the requesting Attaching Entity within five (5) calendar days thereafter shall notify the City in writing, provide a short summary of efforts to negotiate the rearrangement or transfer of the Attachment in question, and request the City to make a finding of Non-complaint Attachment on the basis of interference with the requesting Attaching Entity's permitted Attachment rights. The request shall explain why the requesting Attaching Entity believes the non-compliant Attaching Entity is acting in bad faith.

2. **Notification of Non-Compliant Attachments**
   Within ten (10) calendar days of receiving the request for a finding of non-compliant Attachments, the City will evaluate the request and if it finds the request credible; the City will:

1) Notify the non-compliant Attaching Entity by certified mail that the City has determined the Attachment subject to Complex Transfer is declared as "Non-compliant Attachment";

(2) The non-conforming Attaching Entity will begin accruing penalties as provided in **Appendix F** of these Standards until the non-compliant Attachment is transferred; and

(3) the City will suspend the processing of the non-compliant Attaching Entity's Applications effective five (5) days after receipt of the certified letter.

Thereafter, the non-compliant Attaching Entity will have fifteen (15) days in which to transfer the non-compliant Attachment and notify the City in writing in order to reinstate the processing of Applications. If the non-compliant Attaching Entity fails to transfer the non-compliant Attachment within the twenty (20) calendar day grace period, the non-compliant Attachment will be subject to further penalties and transfer as provided in **Appendix F**. The City will reinstate the processing of the non-compliant Attaching Entity's Applications upon receipt of written notification of the transfer of the non-compliant Attachment and the payment of all assessed penalties.

3. **Duty to Negotiate.** The requesting Attaching Entity is required to continue negotiations with the non-compliant Attaching Entity which owns the non-compliant Attachment during the twenty (20) calendar day grace period.

4. **Notice of Transfer**
   If the non-compliant Attaching Entity transfers the non- compliant Attachment within the twenty (20) calendar day grace period, or the requesting Attaching Entity transfers the non-compliant Attachment by mutual agreement of the parties, the moving party shall notify the City by electronic message, and the City shall reinstate processing of the non-compliant

Attaching Entity's Applications within twenty-four (24) hours of receiving payment of all outstanding penalties.

5. **Stop Processing Pole Attachment Applications**
   If the City does not receive written notification of the transfer of the non-compliant Attachment by the end of the twenty (20) calendar day grace period, the City shall stop processing the non-compliant Attaching Entity's Applications pending further written notice of a successful transfer and the payment of all outstanding penalties.

iv. **Level 4: Transfer or Removal of Unauthorized Attachments (Days 91 and Beyond)**

1. **Notification of Failed Transfer**
   If the parties fail to negotiate the successful transfer of the non-compliant Attachment, the requesting Attaching Entity shall promptly notify the City in writing of the failed attempt and explain the reasons for the unsuccessful transfer.

2. **Notification of Transfer of Non-Compliant Attachments** Following receipt of the notification of failed transfer, the City shall promptly proceed to transfer the non-compliant Attachment at the respective owner's expense. Following the transfer of the non-compliant Attachment, the City will provide written notification of the transfer to the non-compliant Attaching Entity within twenty-four (24) hours. the City shall reinstate processing of the non-compliant Attaching Entity's Applications within twenty-four (24) hours of receiving payment for the transfer cost and all outstanding penalties.

3. **Notice of Transfer**
   In the event the non-compliant Attaching Entity transfers the non-compliant Attachment, or the requesting Attaching Entity transfers the non-compliant Attachment, by mutual agreement of the parties, prior to the City's transfer efforts, the moving

party shall notify the City in writing. The non-compliant Attaching Entity shall be assessed a one-time fine as provided in **APPENDIX F**: SCHEDULE OF POLE ATTACHMENT RATES, FEES, AND CHARGES of these Standards. Thereafter, the City shall reinstate the processing of the non-compliant Attaching Entity's Applications within twenty-four (24) hours of receiving payment of all outstanding penalties.

10. **Notice of Attachment Completion and Acceptance**

The Attaching Entity shall notify the City in writing by submitting the Completion of Attaching Entity Construction form, **APPENDIX B5,** within ten (10) calendar days following the acceptance by all Attaching Entities whose facilities were rearranged or transferred pursuant to Section IV (Simple Transfers) and/or Section IV (Complex Transfers) that all Make-Ready Communication Construction has been completed and accepted, and that the new Attachments and/or Overlashings and all Make-Ready Work are ready for the City to undertake Post-Construction Inspection.

11. **Post-Construction Inspection**

a. **Construction Subject to Inspection**
The City shall complete a Post-Construction Inspection of applicable Make-Ready Work at the Attaching Entity's expense within thirty (30) calendar days of receiving the Attaching Entity's notification set forth in Section IV the City will conduct the Post-Construction Inspections to evaluate compliance with the requested Notice to Proceed, Applicable Engineering Standards, or other design and installation requirements. Completion of a Post-Construction Inspection by the City shall not in any way relieve any Attaching Entity or an Attaching Entity's insurers of any responsibility, duty, obligation, or liability under these Standards, any contractual agreement, or otherwise; nor does the City's ability to make Post-Construction Inspections relieve an Attaching Entity from its obligations to exercise due care in the installation of its Attachments or Overlashings. The Post-Construction Inspection provision set forth in this Section IVdoes not affect any other inspection requirements elsewhere in these

Standards. This Section also applies to supplemental Post-Construction Inspections where the Attaching Entity reports "final corrections" of previously identified non-compliant work or locations as described in Section IV below.

b. **Compliance**
In the event a Post-Construction Inspection conducted pursuant to Section IV reveals that corrections or other actions are required of an Attaching Entity, including without limitation those required for reasons of safety or structural integrity, the Attaching Entity shall make such required corrections or take the requested actions within thirty (30) calendar days after the date the City sends written notice. If the City determines in its reasonable judgment and discretion that the needed corrections rise to the level of an Emergency, the City may perform the necessary corrective work without providing notice, at the Attaching Entity's sole risk and cost plus ten-percent (10%). As soon as practicable thereafter, the City will advise the Attaching Entity of the work performed or the action taken.

c. **Issuance of Notice to Proceed**
Upon satisfactory completion of the Post-Construction Inspection, the City shall notify the Attaching Entity in writing that the City has approved the Attachments identified in the Application by submitting to the Attaching Entity a Notice to Proceed, a copy of which form is located in **APPENDIX B4**, for the affected facilities.

## H. COMPETITIVE PROVIDER – STANDARD PROCESS FOR OVERLASHING EXISTING ATTACHMENTS

1. **Eligibility**
Default process for any Attaching Entity with a valid Pole Attachment Agreement that is a Competitive Provider engaged in Overlashing existing Attachments.

2. **Application for Attachment Required**
All provisions of Section IV shall be applicable to Applications considered under the Standard Process for

Overlashing Existing Attachments, except as provided below:

1. An Attaching Entity may Overlash its own Attachments where the facilities comprising the Overlashing and Attachment do not exceed a combined total of three and one-half inches (3.5”) in diameter, such Overlashing fully complies with the Applicable Engineering Standards, and no Make-Ready Electrical Construction is required. In such cases, the Attaching Entity shall provide the City with five (5) calendar days’ prior written notice of the Overlashing and its compliance with the requirements set forth in this Section IV.F.2.a.

2. For Overlashing and Attachments that will exceed a combined total of three and one- half inches (3.5”) in diameter, the City requires ten (10) calendar days’ notice before installation and its compliance with the requirements set forth in Section IV.F.2.a.

3. An Attaching Entity shall be permitted to Overlash its own Attachments without prior written notice or submitting an Application to the City in the event such Overlashing is necessary to restore service temporarily to the Attaching Entity’s customers and is in compliance with the Applicable Engineering Standards. In such cases, the Attaching Entity shall provide the City with written notice of the Overlashing with ten (10) calendar days of its completion.

4. Such notice as required in Section IV.F.2.a, Section IV.F.2.b, and Section IV.F.2.c above will be provided using the City Application for Pole Attachment Form, provided in **APPENDIX B1.** ***APPLICATION FOR POLE ATTACHMENT*** and shall identify:

5. Application Form specifying the Poles and Attachments subject to Overlashing;
6. Total diameter and estimated weight of the existing Communications Facilities subject to Overlash;

7. Diameter and estimated weight of the added Communications Facilities;
8. Owner of the Communication Facilities;
9. Total estimated diameter and weight of the Communications Facilities after the Overlash;
10. Applicable PLA documents, and
11. Applicable Make-Ready Electrical Construction engineering design documents, if any.

3. **City Review of Application**

All provisions of Section IV shall be applicable to Applications considered under the Competitive Provider – Standard Process for Overlashing Existing Attachments, except as provided below:

1. Where no Make-Ready Electrical Construction is required, the City shall review and provide written Notices to Proceed in accordance with the provisions of Section IV.F.2.a and Section IV above.
2. Where Make-Ready Electrical Construction is required, the provisions of Section IV shall apply.

4. **Make-Ready Electrical Construction**

If required, all provisions of Section IV shall be applicable to Make-Ready Work Electrical Construction for Applications considered under the Competitive Provider – Standard Process for Overlashing Existing Attachments.

5. **Make-Ready Communication Construction – One Touch Transfers**

If required, all provisions of Section IV shall be applicable to Make-Ready Communications Construction for Applications considered under the Competitive Provider – Standard Process for Overlashing Existing Attachments regarding One-Touch Transfers**.**

6. **Make-Ready Communication Construction - Complex Transfers**.

If required all provisions of Section IV shall be applicable to Make-Ready Communications Construction for Applications considered under the Competitive Provider – Standard Process for Overlashing Existing Attachments regarding Complex Transfers.

7. **Notice of Attachment Completion and Acceptance.**
All provisions of Section IV shall be applicable to Notice of Attachment Completion and Acceptance for Applications considered under the Competitive Provider – Standard Process for Overlashing Existing Attachments.

8. **Post Construction Inspection.**
All provisions of Section IV shall be applicable to Post Construction Inspection for Applications considered under the Competitive Provider – Standard Process for Overlashing Existing Attachments.

# SECTION V

## APPENDIX A: ENTITY REGISTRATION AND ANNUAL REPORTING FORM

The Entity Registration and Annual Form to be provided with eTrack +, the City's current application software platform. Entity will be asked to update following contact information each year, or as needed. Required information includes contact information for:

1. Contract and Legal Notices
2. Contact for Insurance Notices
3. Contact for Annual Billing for Rental Payments and General Invoicing
4. Contact for Field Issues and Emergencies
5. Contact for Dispute Escalation

The form will also require provision for a list of new attachments, non-functional attachments, and removed attachments performed in the respective year, description of attachment (New or Overlash), and Date of Attachment.

This will used in support of the issuance of the Annual Rental Invoice.

## APPENDIX B: APPLICABLE POLE ATTACHMENT APPLICATIONS AND FORMS

### B1. *APPLICATION FOR POLE ATTACHMENT*

Applications are provided and processed through the eTrack + platform. Access to this form will be granted upon registration and approval of access by the City.

### *B2. AUTHORIZATION FOR MAKE READY WORK AND INVOICING*

Once an application has been determined to require make ready work, the Attaching Entity will confirm this within the eTrack + platform. The attaching entity will confirm in the portal with the utility if the work will commence prior to engineering and construction work respectively.

Make Ready Engineering will be authorized within the platform. Fees for Make Ready Engineering will be charged and paid within the platform, unless otherwise an alternative method is mutually agreed upon between the City and the Attaching Entity.

Make Ready Construction will be authorized within the platform and the Attaching Entity will be provided a Cost Estimate Letter. Cost for Make Ready Construction will be derived from the design, charged outside of the platform, and will be provided via an invoice prepared by the City once authorization is approved by Attaching Entity.

The invoice will be due within 30 days of issuance. If payment is not received within 30 days, the invoice will be cancelled. If the Attaching Entity wishes to proceed with the project past the initial 30-day period, they will be provided a new invoice but is subject to price changes at the time a new cost estimate is generated.

No material procurement or construction scheduling shall occur until all outstanding fees are paid in full in relation to that project.

Georgetown Electric Utility
City of Georgetown

**Date:**

**To:**
Name:
Company (if applicable):
Mailing Address:

**Subject: Request for Acknowledgement of 90% Design Plans and Cost Estimate**

Dear ,

Georgetown Electric Utility has completed the 90% design plans for the proposed electric service project at . We are also providing the associated proposed Cost Estimate(s) for your review.

Please sign and return this acknowledgement to confirm that the 90% design plans and the proposed cost estimate(s) meet your expectations and that you are in agreement with the scope, layout, and preliminary costs as presented. Once received, we will proceed with the final design phase and coordination of next steps.

Unless requested, at this time you will only be receiving an invoice based on Cost Estimate #1 and payment is due Net 30. Once payment is received, design will be finalized and Cost Estimate #2's invoice will be sent. Additionally, to ensure timely processing and billing, please provide the contact information of the individual or entity responsible for payment of all charges related to this project, using the format below:

**Responsible Party for Payment:**
Company (if applicable):
ATTN:
Mailing Address:
Phone Number:
Email Address:

If you have any questions or require clarifications, please feel free to contact us at electricengineering@georgetowntexas.gov.

Signature__________________________ Date___________________________

Thank you for your cooperation.

Sincerely,
Electric Engineering
Georgetown Electric Utility
(512) 930-6102
alex.spinn@georgetowntexas.gov

### *B3. REQUEST FOR TEMPORARY ATTACHMENT*

If Attaching Entity wishes to to attach temporarily to City poles, the following form must submitted along with an application in the City's application portal. Approvals are subject to the City's discretion. The City may require documentation to support the request.

GEORGETOWN
TEXAS

CITY OF GEORGETOWN
ELECTRIC UTILITY
POLE ATTACHMENTS

## Request for Temporary Attachment

***Submit form to poleattachments@georgetowntexas.gov*** ***Subject Line: Request for Temporary Attachment***

| | | | |
|---|---|---|---|
| **Attaching Entity** | | **Application Number:** **Provided in eTrack** | |
| **Date Temporary Attachment Requested:** | | | |

| **Requestor** | |
|---|---|
| **Name** | |
| **E-mail Address** | |
| **Company** | |
| **Phone Number** | |
| **Cell Number** | |

| **Type of Temporary Attachment & Location (Pole #)** | |
|---|---|
| **Project Location:** | |
| **New Attachment:** | # |
| **Overlash:** | # |
| **Other:** | |

| **Approval by City** | |
|---|---|
| **By:** | |
| **Printed Name:** | |
| **Title:** | |
| **Date:** | |

### *B4: NOTICE TO PROCEED*

A notice to proceed will be issued upon the confirmation of the inspection date provided by the Attaching Entity.

GEORGETOWN
TEXAS

CITY OF GEORGETOWN
ELECTRIC UTILITY
ELECTRIC ENGINEERING

Licensee Project Owner
Licensee
Address of Licensee

XX/XX/20XX

**NOTICE TO PROCEED**

Application #:
Location:
Project Description:

Georgetown Electric Utility hereby grants **(Licensee)**, otherwise known as the Licensee, the ability to proceed with the make-ready portion of attachment to City facilities for distribution build-out for the above referenced permit. The licensee, in conjunction with any necessary de-energization, will investigate any additional information if so required. The Licensee will also coordinate with the Georgetown Electric Engineering group, and the assigned inspector to facilitate any additional necessary communications with City services.

All make-ready work related to this project must be completed within 90 days of issuance of this Notice to Proceed. All work must be completed by **(XX/XX/20XX)**. Upon completion of construction, please notify the Engineering group that the construction is complete and it ready for post-construction inspection.

If there are any additional inquires or questions, please contact the Pole Attachments Team at poleattachments@georgetowntexas.gov.

Regards,

Georgetown Pole Attachment Team

### B5. COMPLETION OF ATTACHING ENTITY CONSTRUCTION

Upon completion of Attaching Entity Construction, Attaching Entity is to submit the updated form within the Application Portal and provide an inspection date for City to conduct an inspection.

GEORGETOWN TEXAS

CITY OF GEORGETOWN
ELECTRIC UTILITY
POLE ATTACHMENTS

## Completion of Attaching Entity Construction

***Submit form to poleattachments@georgetowntexas.gov*** ***Subject Line: Construction Completion***

| | | | |
|---|---|---|---|
| **Attaching Entity** | | **Application Number** | |

| **Reported by** | |
|---|---|
| **Name** | |
| **E-mail Address** | |
| **Company** | |
| **Phone Number** | |
| **Cell Number** | |

| **Type and Date of Completed Construction** *(Identify the type of Construction and list the date work was completed)* | |
|---|---|
| **Date Make-Ready Communication Construction Completed** | |
| ***Are all 3rd Party Attachments Successfully Transferred*** | Yes / No |

| **Received by City** | |
|---|---|
| **By** | |
| **Printed Name** | |
| **Title** | |
| **Date** | |

## *B7: NOTICE OF UNAUTHORIZED ATTACHMENT*

GEORGETOWN
TEXAS

CITY OF GEORGETOWN
ELECTRIC UTILITY
POLE ATTACHMENTS

# Notice of Unauthorized Attachment

| | |
|---|---|
| **Attaching Entity** | |
| **Primary Contact** | |
| **Title** | |
| **Address** | |
| **Phone** | |
| **Email** | |

Pursuant to the City of Georgetown Pole Attachment Standards (Standards), the following Unauthorized Attachments have been identified on City Facilities:

| Pole Number | Description of Unauthorized Attachment | Approximate Date Discovered | Unauthorized Attachment Charge |
|---|---|---|---|
| | | | $ |
| | | | $ |
| | | | $ |
| | | | $ |
| | | | $ |

If you believe this finding of an Unauthorized Attachment is incorrect, you may dispute this with forty-five (45) calendar days pursuant to Section II. I. 6. By providing the City a copy of either (1) Permit for Attachment or (2) an approved Application from the City of Georgetown which covers the installations described above.

If you do not dispute this finding within forty-five (45) calendar days upon receipt of this Notice of Unauthorized Attachment, you must submit for the Application for the aforementioned poles, the unauthorized attachment charge as noted above and invoiced.

Inquiries related to this notice shall be made to:

City of Georgetown
Pole Attachments
300-1 Industrial Ave.
Georgetown, TX 78626

| For City Use | |
|---|---|
| By: | |
| Printed Name: | |
| Title: | |
| Date Signed: | |

## *B8: NOTICE OF SAFETY VIOLATION*

GEORGETOWN
TEXAS

CITY OF GEORGETOWN
ELECTRIC UTILITY
POLE ATTACHMENTS

# Notice of Safety Violation

| | |
|---|---|
| **Date Issued** | |
| **Attaching Entity** | |
| **Primary Contact** | |
| **Title** | |
| **Address** | |
| **Phone** | |
| **Email** | |

Pursuant to the City of Georgetown Pole Attachment Standards (Standards), the City has identified the following Safety Violation(s) on Attachments or Overlashing owned by the Attaching Entity referenced above.

| **Pole Number** | **Description of Safety Violation** | **Approximate Date Discovered** |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |

Pursuant to Section II.K. of the Standards, you are hereby given notice that you are required to correct the above referenced Safety Violation(s) within five (5) calendar days of issuance of this Notice of Safety Violation.

Failure to correct the above referenced Safety Violation(s) within five (5) calendar days of the issuance of this Notice of Safety Violation will be subject to the above referenced Attaching Entity to enforcement actions and other remedies available to the City of Georgetown under the Pole Attachment Agreement or the Standards.

Inquiries related to this notice shall be made to:

City of Georgetown
Pole Attachments
300-1 Industrial Ave.
Georgetown, TX 78626

| **For City Use** | |
|---|---|
| By: | |
| Printed Name: | |
| Title: | |
| Date Signed: | |

## *B9: NOTICE OF SAFETY VIOLATION CHARGE*

GEORGETOWN
TEXAS

CITY OF GEORGETOWN
ELECTRIC UTILITY
POLE ATTACHMENTS

# Notice of Safety Violation Charge

| | |
|---|---|
| **Date Issued** | |
| **Attaching Entity** | |
| **Primary Contact** | |
| **Title** | |
| **Address** | |
| **Phone** | |
| **Email** | |

Pursuant to the City of Georgetown Pole Attachment Standards (Standards), the following Safety Violation(s) on Attachments or Overlashing owned by the Attaching Entity referenced above and is levying Safety Violation Assessment Charges as shown below:

Pursuant to Section II.K. of the Standards, you may dispute such Safey Violation Assessment Charges

| Pole Number | Description of Safety Violation | Approximate Date Discovered | Safety Violation Charge |
|---|---|---|---|
| | | | $ |
| | | | $ |
| | | | $ |
| | | | $ |
| | | | $ |

within fifteen (15) calendar days of the City's issuance of this Notice of Safety Violation Assessment Charge (Notice)

Failure to dispute the Safety Violation Assessment Charges shown above within fifteen (15) calendar days of the issuance of this Notice, shall result in the Attaching Entity named above to pay the charges shown above in full within forty-five (45) calendar days of the issuance of this Notice.

Failure to pay timely for the Safety Violation Assessment Charge, shall subject the above referenced Attaching Entity to enforcement actions and other remedies available to the City of Georgetown under the Pole Attachment Agreement or the Standards.

Inquiries related to this notice shall be made to:

City of Georgetown
Pole Attachments
300-1 Industrial Ave.
Georgetown, TX 78626

| For City Use | |
|---|---|
| By: | |
| Printed Name: | |
| Title: | |
| Date Signed: | |

## B10: NOTICE TO REMOVE ATTACHMENT(S) (AESTHETIC OR CIVIC PROJECTS)

GEORGETOWN
TEXAS

CITY OF GEORGETOWN
ELECTRIC UTILITY
POLE ATTACHMENTS

### Notice to Remove Attachment(s)

### Aesthetic or Civic Projects

| | |
|---|---|
| **Project Name** | |
| **Date Issued** | |
| **Attaching Entity** | |
| **Primary Contact** | |
| **Title** | |
| **Address** | |
| **Phone** | |
| **Email** | |

Pursuant to the City of Georgetown Pole Attachment Standards (Standards), the City is pursuing a Civic Project. The City of Georgetown reserves the right to remove any Attachments at the Attaching Entity's expense without liability to the City if the owner fails to remove its facilities.

| Project Number | Project Name and Description | Remove by Date |
|---|---|---|
| | | |
| | | |
| | | |

Pursuant to Section III.B.4 of the Standards, you are hereby given notice that you are required to remove the above referenced facilities(s) within forty- five (45) calendar days of issuance of this Notice to Remove Attachment(s).

Failure to remove the above referenced facilities within forth-five (45) calendar days of issuance of this Notice to Remove Attachment(s) will be subject to the above referenced Attaching Entity to enforcement actions and other remedies available to the City under the Pole Attachment Agreement or the Standards.

Inquiries related to this notice shall be made to:

City of Georgetown
Pole Attachments
300-1 Industrial Ave.
Georgetown, TX 78626

| For City Use | |
|---|---|
| By: | |
| Printed Name: | |
| Title: | |
| Date Signed: | |

## *B11: NOTICE TO REMOVE ATTACHMENT(S) (CUSTOMER REQUESTED UNDERGROUND RELOCATION)*

GEORGETOWN
TEXAS

CITY OF GEORGETOWN
ELECTRIC UTILITY
POLE ATTACHMENTS

### Notice to Remove Attachment(s)

### Customer Requested Underground Relocation

| | |
|---|---|
| **Project Name** | |
| **Date Issued** | |
| **Attaching Entity** | |
| **Primary Contact** | |
| **Title** | |
| **Address** | |
| **Phone** | |
| **Email** | |

Pursuant to the City of Georgetown Pole Attachment Standards (Standards), the City has undertaken a Customer Requested Underground Relocation project. The City of Georgetown reserves the right to remove any Attachments at the Attaching Entity's expense without liability to the City if the owner fails to remove its facilities.

| Project Number | Project Name and Description | Remove by Date |
|---|---|---|
| | | |
| | | |
| | | |

Pursuant to Section III.B.4 of the Standards, you are hereby given notice that you are required to remove the above referenced facilities(s) within thirty (30) calendar days of issuance of this Notice to Remove Attachment(s).

Failure to remove the above referenced facilities within forth-five (45) calendar days of issuance of this Notice to Remove Attachment(s) will be subject to the above referenced Attaching Entity to enforcement actions and other remedies available to the City under the Pole Attachment Agreement or the Standards.

Inquiries related to this notice shall be made to:

City of Georgetown
Pole Attachments
300-1 Industrial Ave.
Georgetown, TX 78626

| For City Use | |
|---|---|
| By: | |
| Printed Name: | |
| Title: | |
| Date Signed: | |

## *B12: NOTICE TO REMOVE ATTACHMENT(S) (UNDERGROUND RELOCATION)*

GEORGETOWN
TEXAS

CITY OF GEORGETOWN
ELECTRIC UTILITY
POLE ATTACHMENTS

### Notice to Remove Attachment(s)

### Underground Relocation

| | |
|---|---|
| **Project Name** | |
| **Date Issued** | |
| **Attaching Entity** | |
| **Primary Contact** | |
| **Title** | |
| **Address** | |
| **Phone** | |
| **Email** | |

Pursuant to the City of Georgetown Pole Attachment Standards (Standards), the City has undertaken a Underground Relocation project. The City of Georgetown reserves the right to remove any Attachments at the Attaching Entity's expense without liability to the City if the owner fails to remove its facilities.

| Project Number | Project Name and Description | Remove by Date |
|---|---|---|
| | | |
| | | |
| | | |

Pursuant to Section III.B.4 of the Standards, you are hereby given notice that you are required to remove the above referenced facilities(s) within sixty (60) calendar days of issuance of this Notice to Remove Attachment(s).

Failure to remove the above referenced facilities within 60 (60) calendar days of issuance of this Notice to Remove Attachment(s) will be subject to the above referenced Attaching Entity to enforcement actions and other remedies available to the City under the Pole Attachment Agreement or the Standards.

Inquiries related to this notice shall be made to:

City of Georgetown
Pole Attachments
300-1 Industrial Ave.
Georgetown, TX 78626

| For City Use | |
|---|---|
| By: | |
| Printed Name: | |
| Title: | |
| Date Signed: | |

## APPENDIX C: SPECIFICATIONS FOR ATTACHMENTS

The following engineering and construction specifications practices will be followed by the Attaching Entity when making Attachments, Wireless Installations or Banner Attachments to City pole structures, as appropriate. The items listed below are not an exhaustive list, and are intended to supplement, not replace the National Electrical Safety Code (NESC) or other Applicable Engineering Standards required by the Pole Attachment Agreement, Wireless Installation Agreement, Banner Attachment Agreement, City Pole Attachment Standards, or other applicable City standards and specifications.

1. **Attachment and Cable Clearances:** Attaching Entity's Attachments on City Poles, including metal attachment clamps and bolts, metal cross-arm supports, bolts and other equipment, must be attached so as to maintain the minimum separations specified in the National Electrical Safety Code (NESC) and in the City drawings and standards. The City adopts and requires Attaching Entity's compliance with revisions of the NESC upon adoption by NESC of those revisions. Compliance with NESC sections pertaining to overhead communication lines will be stringently enforced by the City.

2. **Sag and Mid-Span Clearances:** Attaching Entity will leave proper sag in its lines and cables and shall observe the established sag of power line conductors and other cables so that minimum clearances are (a) achieved at Poles located on both ends of the span; and (b) retained throughout the span. At mid-span, a minimum of four inches (4") of separation must be maintained between any other communication cables. At the Pole support, a twelve inch (12") spacing must be maintained between Attaching Entity's connection and any other Attaching Entities connection.

3. **Vertical Runs on Poles:** All vertical runs on Poles, including those for power feed for TV amplifiers, shall be placed on the quarter faces of the Pole and shall be covered by a riser guard with a two-inch (2") clearance in any direction from cable, bolts clamps, metal supports and other equipment. The riser guard must not cover or obstruct any City identification tags on the pole. However, Attacher may request the City to relocate the City identification tags at the Attacher's expense and subject to the City's sole discretion.

4. **Cable Bonding:** An Attaching Entity’s Messenger cable shall be bonded to the City Pole ground wire at each City Pole that has a ground wire.

5. **Down Guys and Anchors:**
   a. Down guys shall not be bonded to ground or Neutral wires of the City Pole and shall not provide a current path to ground from the Pole ground or power system Neutral.
   b. All Attaching Entities shall provide their own anchors. Under no circumstances is the Attaching Entity allowed to attach its guy to a City anchor. Attaching Entity’s anchors shall strive to be a minimum of four (4) feet from the City anchor.
   c. No Attachments may be installed on a Pole until all required guys and anchors are installed. No Attachment may be modified, added to, or relocated in such a way as will materially increase the stress or loading on a Pole until all required guys and anchors are installed.
   d. Anchors and guys must be installed on each Pole where an angle or dead-end occurs. Attaching Entity shall make guy attachments to Poles at or below the height of its cable Attachment.

6. **Service Drop Clearance:** The parallel minimum separation between an Attaching Entity’s Service Drops and telephone Service Drops shall be six inches (6”), and the crossover separation between the drops shall be twelve inches (12”).

7. **Service Clearances:** A four-inch (4”) separation shall be maintained between the City’s service cable and any other Attaching Entities facilities located on the customer’s private property in accordance with the National Electric Code (NEC).

8. **Climbing Space:** All Attachments must be placed as to allow and maintain at all times, a clear and proper climbing space on the face of the City Pole. Cable Attachments shall be placed on the same side of the Pole as existing telephone or communication cables. In general, all other facilities and vertical runs should be placed on Pole quarter faces.

9. **Riser Installations:** All Riser installations, including those providing 120/240 volt power for Attaching Entity’s equipment enclosure shall be placed on the quarter faces of a Pole and limited such that one side (180 degrees) of the pole is kept clear for climbing space and future replacement of the pole and must be installed in the City approved conduit with a weatherhead attached to the Pole with metal stand-off

brackets. Communication cable Risers shall be located on the same side of the pole as the overhead communication cables are attached and must not cover or obstruct any City pole identification tags on the pole. However, Attacher may request the City to relocate the City identification tags at the Attacher's expense and subject to City sole discretion. Ground wires may be attached directly to the Pole. There shall be forty (40") inch separation from the top of an electric Riser to the highest communication line.

10. **Identification:** All Attaching Entity's Communication Facilities, including all cable, shall be identified with Tags as required by these Standards and described in Appendix G.

11. **Telecommunication Cables:** All telecommunication cables not owned by the City shall be attached within the Communication Space that is located no less than forty inches (40") below the lowest power.

12. **Communication Worker Safety Zone:** The Communication Worker Safety Zone between Communication Facilities and supply facilities on the same Pole extends horizontally out to the boundaries of the climbing space and working space as described in the NESC. The Communication Worker Safety Zone is measured vertically from the level of the closest surface of the Communication Facility to the level of the closest surface of the electrical supply facility. The required clearance of the Communication Worker Safety Zone is measured vertically between the levels of the equipment involved. Stand-off bracket installation will not be allowed to meet the forty inch (40") clearance requirement. No mounting brackets are permitted in the Communication Worker Safety Zone.

13. **Platforms:** Communication Facilities/Attachments must dip underground one Pole before and one Pole after on all City Platforms for step-down and voltage- regulator banks.

14. **Power Supply:** Attaching Entity shall install no power supply on any City Pole on which underground services, capacitor banks, sectionalizing equipment, voltage-regulators, or other City equipment is already installed.

15. **Disconnect or Breaker.** No electrical service connection to a communication power supply shall be made or installed by Attaching Entity until the City shall have completed an inspection of an approved

fused service disconnect or circuit breaker installed by the Attaching Entity.

16. **Relocating Attachments:** When moving an Attachment from one location to another, Attaching Entity shall immediately treat all affected holes left in the Pole with industry- acceptable wood preservative and plug all holes left by such Attachments.

17. **Bolts:** No bolt used by Attaching Entity to attach its Communication Facilities shall extend or project more than one inch (1") beyond its nut.

18. **Workmanship:** Attaching Entity shall install and maintain any and all of its Communication Facilities in a neat and workmanlike manner consistent with the maintenance of the overall appearance of the Pole as determined by the City in its sole discretion.

19. **Attachment Arm:** All Wireline Attachments shall be installed without the use of Attachment Arms, extension arms, stand-off brackets or similar hardware, unless otherwise approved in advance by the City for each Pole. The proposed use of Attachment Arms, extension arms, stand-off brackets or similar hardware by an Attaching Entity shall be identified on the Application for Attachment.

## APPENDIX D: VERTICAL CLEARANCE TABLE

### NESC 2023 — COMMUNICATION WIRE VERTICAL CLEARANCE TABLE

*Rules 232, 233, 234, 235 | Minimum clearances for communication conductors | All values in feet unless noted*

| SECTION 1 \| Rule 232 — Clearances Above Ground, Rails & Water (ft) | | | | | | |
|---|---|---|---|---|---|---|
| **Nature of Surface / Location** | **Comm. Conductors (ft)** | **Open-Wire Comm. (ft)** | **Cable / Fiber (ft)** | **Messenger-Supported (ft)** | **Supply-Neutral Shared (ft)** | **NESC Reference** |
| Track rails — non-electrified railroad | 27 | 27 | 27 | 27 | 27 | 232A1 |
| Track rails — electrified railroad (trolley) | 27 | 27 | 27 | 27 | 27 | 232A2 |
| Roads, streets & areas subject to truck traffic | 18 | 18 | 18 | 18 | 18 | 232B |
| Driveways / parking lots (passenger vehicles only) | 14.5 | 14.5 | 14.5 | 14.5 | 14.5 | 232B |

| | | | | | | |
|---|---|---|---|---|---|---|
| Pedestrian-only spaces / ways | 10 | 10 | 10 | 10 | 10 | 232C |
| Spaces accessible to vehicles ≤ 8 ft tall only | 14.5 | 14.5 | 14.5 | 14.5 | 14.5 | 232C |
| Slopes not suitable for cultivation (no equipment access) | 10 | 10 | 10 | 10 | 10 | 232D |
| Agricultural / orchard / vineyard land | 12.5 | 12.5 | 12.5 | 12.5 | 12.5 | 232D/E |
| Agricultural land with grain / cultivated crops | 18 | 18 | 18 | 18 | 18 | 232E |
| Water — boats < 20 ft mast height | 17.5 | 17.5 | 17.5 | 17.5 | 17.5 | 232F1 |
| Water — boats 20–100 ft mast height | 20 | 20 | 20 | 20 | 20 | 232F2 |
| Water — commercial navigation (navigable waterways)* | See Note 1 | See Note 1 | See Note 1 | See Note 1 | See Note 1 | 232F3 |

**SECTION 2 | Rule 233 — Separation Between Comm. Conductors & Supply Conductors on Same Structure (inches)**

| Supply Conductor Voltage (Adjacent to Comm. Wire) | Min. Vertical Sep. (in) | Min. Horiz. Sep. (in) | With Insulating Covering (in) | Climbing Space Required | NESC Reference | Applies To |
|---|---|---|---|---|---|---|
| 0 – 750 V | 6 | 6 | 4 | No | 233A | Open wire, cable, fiber |
| 751 V – 8,700 V (8.7 kV) | 12 | 12 | 6 | No | 233A | Open wire, cable, fiber |
| 8,701 V – 15,000 V (15 kV) | 12 | 12 | 6 | Yes | 233A | Open wire, cable, fiber |
| 15,001 V – 25,000 V (25 kV) | 24 | 24 | 12 | Yes | 233A | Open wire, cable, fiber |
| 25,001 V – 46,000 V (46 kV) | 24 | 24 | 12 | Yes | 233A | Open wire, cable, fiber |
| 46,001 V – 72,500 V (72.5 kV) | 24 | 24 | 12 | Yes | 233A | Open wire, cable, fiber |
| 72,501 V – 121,000 V (121 kV) | 48 | 48 | 24 | Yes | 233A | Open wire, cable, fiber |
| 121,001 V – 145,000 V (145 kV) | 48 | 48 | 24 | Yes | 233A | Open wire, cable, fiber |
| 145,001 V – 169,000 V (169 kV) | 60 | 60 | 30 | Yes | 233A | Open wire, cable, fiber |
| 169,001 V – 242,000 V (242 kV) | 72 | 72 | 36 | Yes | 233A | Open wire, cable, fiber |
| 242,001 V – 362,000 V (362 kV) | 96 | 96 | 48 | Yes | 233A | Open wire, cable, fiber |

**SECTION 3 | Rule 234 — Clearances from Buildings, Bridges & Structures (ft)**

| Structure / Surface Type | Vertical Clearance (ft) | Horizontal Clearance (ft) | Clearance from Sides (ft) | Accessible to Public? | NESC Reference | Applies To |
|---|---|---|---|---|---|---|
| Roofs accessible to pedestrians | 8 | — | 3 | Yes | 234A1 | All comm. conductors |
| Roofs not accessible to pedestrians | 3 | — | 3 | No | 234A2 | All comm. conductors |

| | | | | | | |
|---|---|---|---|---|---|---|
| Sides / projections of buildings | — | 3 | 3 | — | 234B | All comm. conductors |
| Bridges — pedestrian | 14.5 | — | — | Pedestrian | 234C1 | All comm. conductors |
| Bridges — vehicular (road traffic) | 18 | — | — | Vehicular | 234C2 | All comm. conductors |
| Bridges — railroad | 27 | — | — | Rail | 234C3 | All comm. conductors |
| Swimming pools (vertical above water)** | 22.5 | 10 | — | Public | 234D | All comm. conductors |
| Swimming pools (horizontal from edge)** | — | 10 | — | Public | 234D | All comm. conductors |
| Signs, chimneys, tanks, other structures | — | 3 | 3 | — | 234E | All comm. conductors |
| | | | | | | |

| SECTION 4 \| Rule 235 — Clearances Between Communication Conductors (inches) | | | | | | |
|---|---|---|---|---|---|---|
| **Conductor Type / Configuration** | **Min. Vertical Sep. (in)** | **Min. Horiz. Sep. (in)** | **Crossings Allowed?** | **Grade of Construction** | **NESC Reference** | **Applies To** |
| Open-wire comm. to open-wire comm. (same owner) | 6 | 6 | Yes | N | 235A | Open wire |
| Open-wire comm. to open-wire comm. (different owner) | 12 | 12 | Yes | C | 235A | Open wire |
| Open-wire comm. to cable / fiber (any ownership) | 6 | 6 | Yes | N | 235B | Mixed |
| Cable / fiber to cable / fiber (any ownership) | 2 | 2 | Yes | N | 235B | Cable / fiber |
| Comm. conductors crossing railroad tracks | 27 | — | Yes | B | 235C | All comm. |
| Comm. conductors crossing navigable waterways* | 20 | — | Yes | B | 235C | All comm. |

**Notes & References**

- **Note 1(*):** For navigable waterways subject to commerce, clearance shall be as determined by the authority having jurisdiction (U.S. Army Corps of Engineers, USCG, or applicable regulatory body). No minimum is specified in the NESC itself.
- **Note 2(**):** Swimming pool clearances apply within 10 ft horizontally of the pool edge, pool deck, or diving structure (Rule 234D). Both vertical and horizontal clearances must be satisfied simultaneously.
- **Note 3:** Fuel storage/dispensing equipment clearances may be further restricted by local fire codes or NFPA 30/30A — always verify with the authority having jurisdiction.
- **Note 5:** Grades of Construction: Grade B (highest) applies to crossings of railroads and major highways; Grade C applies to crossings of roads; Grade N/C (Normal/Construction) applies to general spans. Refer to Rules 230–260 for full applicability.
- **Note 6:** Communication conductors include but are not limited to: telephone, telegraph, cable TV (CATV), fiber optic (in cable sheath), data circuits, and similar low-energy circuits as defined in Rule 230.
- **Note 7:** This table is a summary reference only. Always consult the full 2023 NESC text for complete rules, exceptions, special conditions, and applicable footnotes.
- **Source:** IEEE/ANSI C2-2023, National Electrical Safety Code (NESC), 2023 Edition. IEEE, New York, NY.

**Clearance Adders:** The vertical clearances required by the NESC are the absolute minimum clearance allowed by the City in order to issue a Notice to Proceed. To ensure that NESC clearances are met under all reasonably anticipated circumstances, the City may require additional tolerances for movement and variances in construction to be added to the NESC requirements on a per pole basis.

## APPENDIX E: POLE LOADING REQUIREMENTS

It is the determination of the City that pole attachments can have a significant wind loading and stress effect on a pole and can cause overloading. Therefore, nothing should be attached to a pole that is not engineered to be there in advance.

1. **Engineering and Planning Qualifications:** Any Pole Loading Analysis (PLA) submitted as part of the Application package shall be signed and sealed by a licensed Professional Engineer approved by The City, either on a cover sheet, or on each Poles' respective PLA report.

2. **PLA Submittal Requirements**: Attaching Entity shall submit PDF copies of the full PLA report for each pole identified as requiring a PLA study pursuant to this **APPENDIX E**: POLE LOADING REQUIREMENTS. Acceptable software for use of PLA will be OCALC, unless otherwise approved by The City.

3. **Pole Loading Parameters**: PLA is to be performed in accordance with the requirements of medium wind and ice loading requirements as described the current version of the National Electric Safety Code (NESC). PLA Grade Requirements shall be as follows:

- **Single Circuit:** NESC Grade C unless required to be Grade B by the current version of the NESC.
- **Double Circuit:** NESC Grade C unless required to be Grade B by the current version of the NESC. The City may require Grade B design at "critical" double circuit areas.

The City's construction standards require that the electrical wire tensions will be set per NESC Section 261.H1.b at 35% of the rated breaking strength of the conductor (Maximum Design Tension), unless otherwise required for reduced tension spans; in which case, sag tables shall be required.

The City's construction standards require that the total usage of the Pole based on the available ground line moment capacity of the Pole shall not be greater than 90% after all loadings have been applied to the existing or new City Pole. Any Pole exceeding 90% capacity shall be replaced with a Pole that will pass the 90% usage capacity requirement.

4. **Required Conditions for PLA**: The City will require PLA for all poles.

5**. Reserved Capacity for Proposed Pole Change Outs:** The City shall require Reserved Capacity (beyond the required to pass pole capacity of 90%) for any new or replaced Pole as follows:

- Single Circuit: five percent (5%)
- Double Circuit: fifteen percent (15%)
- Hollow composite Pole: fifteen percent (15%)

6. **Pole Loading Analysis Time Limitations:** PLA analysis shall be valid for a time period of no longer than six (6) months from the time of Application submission. After this six (6) month period, a new PLA analysis will be required.

7. **Exceptions to PLA Requirements:** The City will not require PLA for the following conditions:

- When Overlashing a 144-strand or smaller diameter and weight fiber optic or other cable
- When placing a fiber optic cable in an existing aerial inner duct

8. **Review of PLA:** City will review the PLA submitted by the Attaching Entity and return any questions or comments that City may have concerning the PLA, or will give its approval with no comments. The Attaching Entity shall adequately answer all questions and concerns City has prior to City giving final approval. Should City not approve of the responses by the Attaching Entity, additional reviews shall be required.

## APPENDIX F: SCHEDULE OF POLE ATTACHMENT RATES, FEES, AND CHARGES

The City uses the current FCC formula applicable to providers of telecommunications services. The City reserves the right to adjust this Schedule of Pole Attachment Rates, Fees, and Charges in accordance with any changes in the FCC formula delineated below, and with updated City cost information. The Application Fee does not cover back office engineering services and field inspection work provided by the City or its contractor's part of the Application review process.

**All listed fees subject to annual adjustment**

| Fee | Description | Cost | Per |
|---|---|---|---|
| One-Time Application Fee | Review of Application including map | $134.00 | Attachment |
| Reinspection Fee | Review of PLA; PLA Provided by Attaching Entity | $117 | Attachment |
| Make Ready Engineering Fee | Non-refundable; includes design for make ready work | $350 | Pole |
| Make Ready Construction | Cost of construction portion of make ready work | Per Estimate | Project |
| Annual Pole Attachment Fee | Multiplied per Attachment per City Pole. Does not include overlashed attachments | $16.50 | Attachment |
| Unauthorized Attachment Fee | multiplied per day, per Attachment, until complete application is submitted for Attachment | $45.00 | Attachment |
| Failure to Transfer/ Remove Facilities Fee | multiplied per day, per pole, after notice period expires | $15.00 | Pole |

| | | | |
|---|---|---|---|
| Safety Violation Charge | | $500.00 | Safety Violation |
| Tracing Line Ownership Fee | In the event an attachment is untagged and the City must determine owner to amend an issue at a City pole with needed aid from a Attaching Entity | $150.00 for first hour; $100 for every subsequent hour | Hour |

## APPENDIX G: CITY OF GEORGETOWN POLE ATTACHMENT TAG LIST AND DETAIL

| | |
|---|---|
| **1** | **AT&T** |
| **2** | **CenturyLink** |
| **3** | **Frontier** |
| **4** | **Fiberlight/Level 3 Communications** |
| **5** | **Grande/Astound** |
| **6** | **MCI-Verizon** |
| **7** | **Millennium Telcom** |
| **8** | **Optimum** |
| **9** | **Williamson County** |
| **10** | **City of Georgetown (COG Fiber)** |
| **11** | **Metronet** |
| **12** | **Hotwire** |
| **Future Attacher IDs to be Designated by COG** | |

For the purposes of Tagging an Attachment, Overlash or Wireless Installation (including a Mid- Span Installation), the City requires the use of a Tag placed within twelve inches (12”) of a Pole on the wires and cables, coded by number, color, or other means that will readily identify the owner of the Attachment at a Pole from ground level. The Tag shall be as specified or consistent with accepted communication industry standards or other Attaching Entity supplied tag approved in writing by the City, provided the Tag is made of materials which are weather, corrosion, and Ultraviolet (UV) resistant

# City of Georgetown, Texas
# Electric Utility Advisory Board
# June 18, 2026

SUBJECT:
Energy Resource Plan

SUGGESTED ACTION:
Presentation and discussion regarding a proposed process to develop an Energy Resource Plan – Daniel Bethapudi, General Manager Electric Utility

ITEM SUMMARY:
Presentation and discussion regarding a proposed process to develop an Energy Resource Plan – Daniel Bethapudi, General Manager Electric Utility and Shams Siddiqi, Cresent Power, Inc.

FINANCIAL IMPACT:

SUBMITTED BY:
Pam Cofer, Electric Department

ATTACHMENTS:
ERP Presentation.pdf

# COG Electric Resource Plan – Review of Results & Action Plan

Shams Siddiqi, Ph.D.
Crescent Power, Inc.
(512) 619-3532
shams@crescentpower.net

June 18, 2026

Certain competitively sensitive electric utility information has been omitted from this presentation pursuant to Texas Government Code § 552.133.

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# What is ERP and why is it needed?

- Electric Resource Planning (ERP) process focuses on meeting increasing demand for electricity over the mid- to long-term with resources that are cost-effective and complement existing portfolio of resources.
- ERP is a good industry practice that involves a comprehensive approach to electric portfolio planning, considering demand growth and supply-side resources, stakeholder engagement, and long-term system goals.
- ERP is necessary to investigate the possible benefits of longer-term resources, such as acquiring or entering into long-term Power Purchase Agreements (PPA) for generators or Battery Energy Storage Systems (BESS), in managing the risk exposure of power portfolios.

- **Objective of today's session: Present findings of the ERP and review ERP recommended Portfolio additions and action plan**

GEORGETOWN TEXAS

# COG's Power Portfolio Challenges

- COG forecasts significant load growth including discounted Very Large C&I Load (10-50MW).
- COG's current long-term power portfolio consists of the following intermittent renewable resources that offset some of COG's load position but exposure COG's power portfolio to risk due to their variability:
- COG's Electric Portfolio risks:
  - Significant Load Growth – daily and hourly load depends on weather and economic activity
  - Buckthorn Solar Project – output highly variable depending on irradiance (cloud cover) and subject to curtailment/congestion risk
  - Spinning Spur Wind Farm – highly variable depending on wind and subject to congestion risk
  - South Trent Wind Farm – highly variable depending on wind and subject to congestion risk
- Portfolio has volumetric risk due to highly intermittent nature of supply

GEORGETOWN
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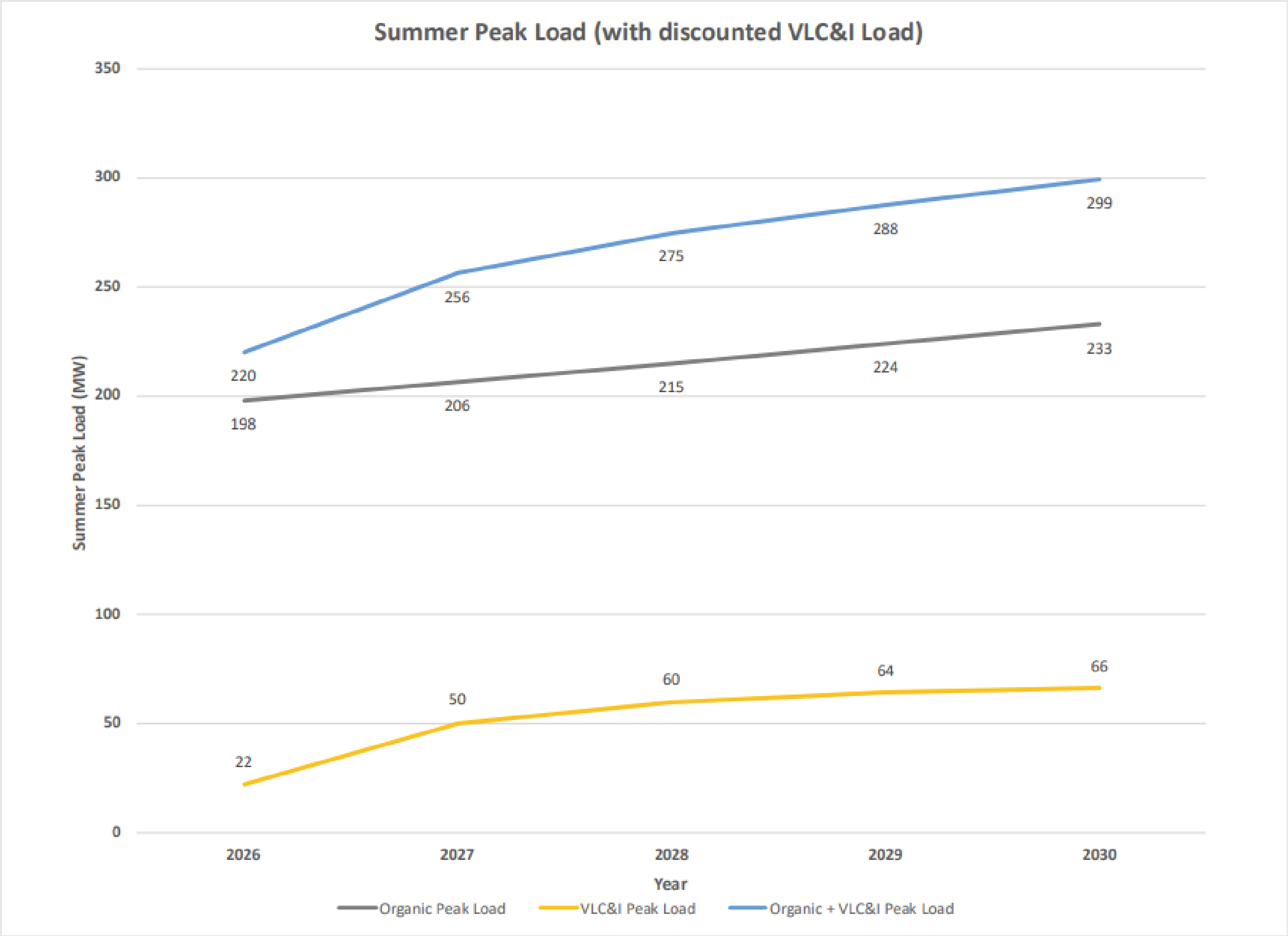
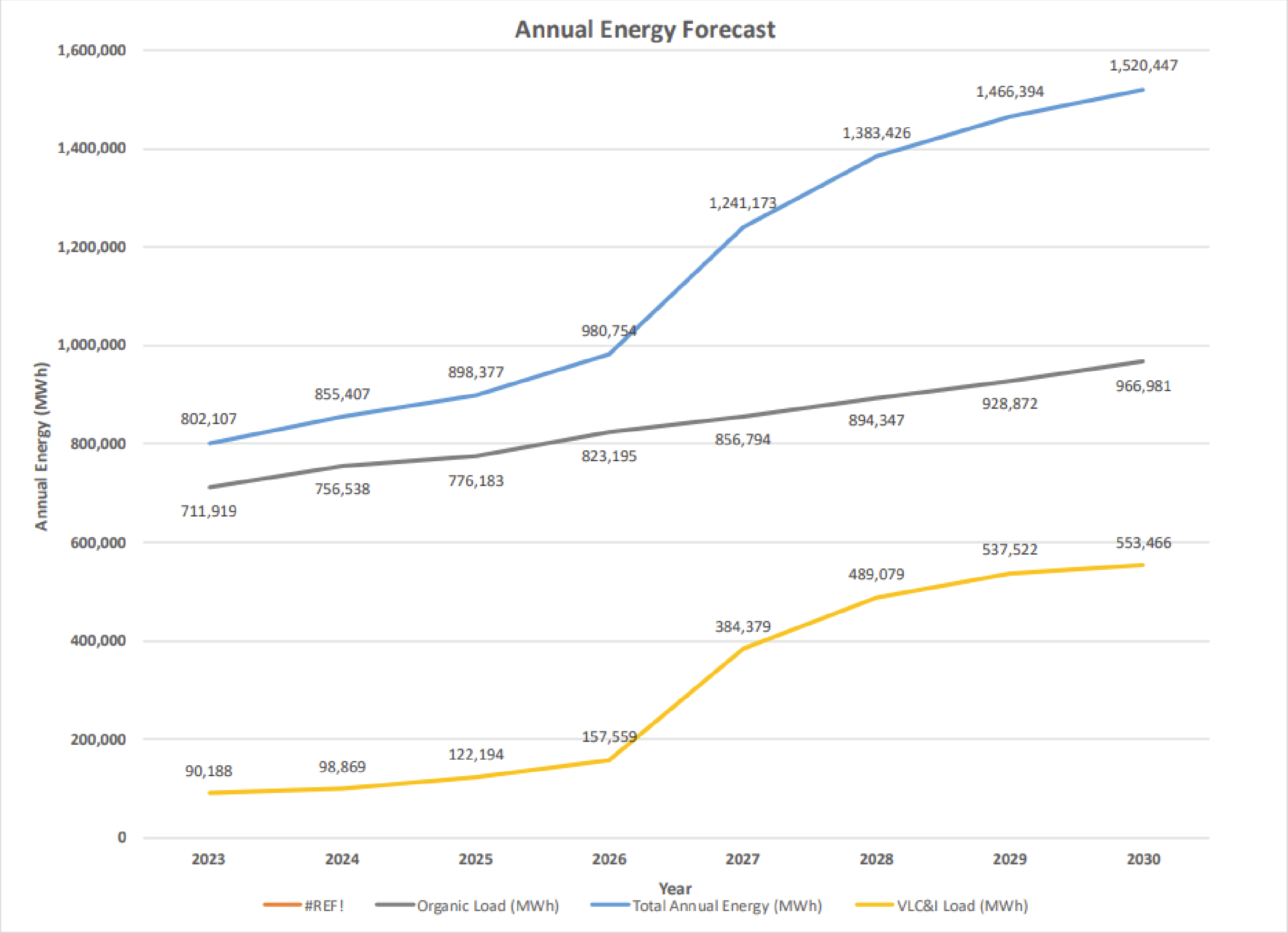
# COG Peak Load Forecast



# COG Annual Energy Forecast



# Current Portfolio Hedging Strategy

- COG currently manages electric portfolio price risk by actively engaging in hedging strategies considering variability of COG's intermittent resources.
- **Native+VLC&I load hedges** consist of Firm products purchased in staggered volumes based on target percentages of average hourly load by month ("Load Hedge Targets"). This policy requires COG to hedge load for each temporal period in each month for the planning horizon of the policy. For Intermittent Renewal Resources (IRR) under PPAs, the expected capacity will be based on historical monthly delivered energy as adjusted appropriately by the Portfolio Management Team to account for weather variability.
- **Congestion Hedging**: Congestion risk is the price differential between the location of the energy sources and the location of native load. Congestion risk can be mitigated by participating in the Congestion Revenue Right (CRR) market, purchasing delivered energy, or executing basis swaps with bilateral counterparties.
- **Day-Ahead Hedging**: Any remaining daily short position is purchased in the ERCOT Day-Ahead Market (DAM) at the appropriate settlement point and any congestion risk in Real-Time Market is hedged by taking the necessary CRRs to real-time.

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# COG ERP Process

Objectives & Inputs → Create Market Scenarios → Develop Portfolios to Analyze → Analyze Cost and Risk of each Portfolio → Select Optimal Portfolio → Action Plan

# COG Exposure tied to ERCOT Market

- COG's power portfolio exposure is directly tied to ERCOT Market prices, transmission constraints, and Regulatory changes
- Challenging time to hedge COG portfolio given very significant near-term changes to the ERCOT Market:
  - ERCOT Market supply and demand – massive Solar and BESS additions and massive load growth driven by Datacenter and other large load additions
  - Insufficient Dispatchable Resource additions to address long-duration Winter Storm events with little Solar and Wind during such events and BESS durations not long enough
  - Real-Time Co-optimization has had significant impact on Energy and Ancillary Service prices
  - Yet-to-be-designed Dispatchable Reliability Reserve Service (DRRS) may be a significant cost to Loads if used to ensure Resource Adequacy during Winter Storm events
  - Yet-to-be-designed SB6 requirement for Large Loads to be curtailable or have backup generation is likely to improve grid reliability
- Thus, it's important to understand and take into account ERCOT Market dynamics in determining hedging strategy for COG

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# Study Resources Considered

| | |
|---|---|
| Block Purchases | ▪ Firm supply with no force majeure provision from credit worthy counter-parties hedges COG's Energy cost exposure. Source: COG<br>▪ Does not hedge Ancillary Service/DRRS cost exposure |
| Natural Gas Peaker | ▪ Long-term (>5 years) PPA with quick start Natural Gas Peaker that is not unit contingent (i.e., day-ahead hourly call option with a strike price equal to the Peaker's heat rate times Natural Gas price) hedges COG's Energy cost exposure, ECRS, Non-Spin, and DRRS (when implemented). |
| FTM Battery Energy Storage System | ▪ Long-term (>5 years) PPA with Front-of-the-Meter BESS (i.e., real-time 5-minute co-optimized charging/discharging and AS) hedges COG's Energy cost exposure, potentially all Ancillary Services, and DRRS. |
| BTM Battery Energy Storage System | ▪ Long-term (>5 years) PPA with Behind-the-Meter BESS (i.e., real-time 5-minute charging/discharging) hedges COG's Energy cost exposure, provides resiliency, reduces 4-CP TCOS charges. |
| Solar/Wind Resources | ▪ No additional Solar/Wind resources were considered since COG's existing portfolio already has significant intermittent renewals and market prices are negatively correlated to IRR production |

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# Resource Portfolios Studied

**Portfolio 1 - Existing**

- COG's portfolio of PPA, including wind, solar, and short-term block energy
- Does not include additional purchases for future years to meet Hedge Policy

**Block Energy & FTM BESS Portfolio 2**

- Existing Portfolio plus 7x24 Block Energy Bilaterals and Front-of-the-Meter 1-hour BESS PPAs May need additional block energy bilaterals to meet Hedge Policy
- Hedges Energy and AS exposures.

**Block Energy & Nat. Gas Turbine Portfolio 3**

- Existing Portfolio plus 7x24 Block Energy Bilaterals and Natural Gas Combustion Turbine PPAs
- May need additional block energy bilaterals to meet Hedge Policy
- Hedges Energy, Non-Spin and DRRS exposures

**FTM BESS Only Portfolio 4**

- Existing Portfolio plus FTM 1-hour BESS PPAs
- Needs additional block energy bilaterals to meet Hedge Policy
- Hedges Energy and AS exposures.

**Block Energy & BTM BESS Portfolio 5**

- Existing Portfolio plus BTM 1-hour BESS PPAs
- Needs additional block energy bilaterals to meet Hedge Policy
- Hedges Energy and transmission cost exposures, provides resiliency.



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# Market Scenarios Studied

**Base Case**
- Normal weather year (2013 as used by ERCOT) with ERCOT-determined wind and solar generation and grid-wide load and COG 2013 load escalated to the study year (2026 to 2030)
- UPLAN analysis to determine Base Case market Energy and Ancillary Service prices and wind and solar resource curtailments

**2019**
- Historical 2019 market prices; wind and solar output/curtailment
- COG 2019 load escalated to the study year (2026 to 2030)

**2020**
- Historical 2020 market prices; wind and solar output/curtailment
- COG 2020 load escalated to the study year (2026 to 2030)

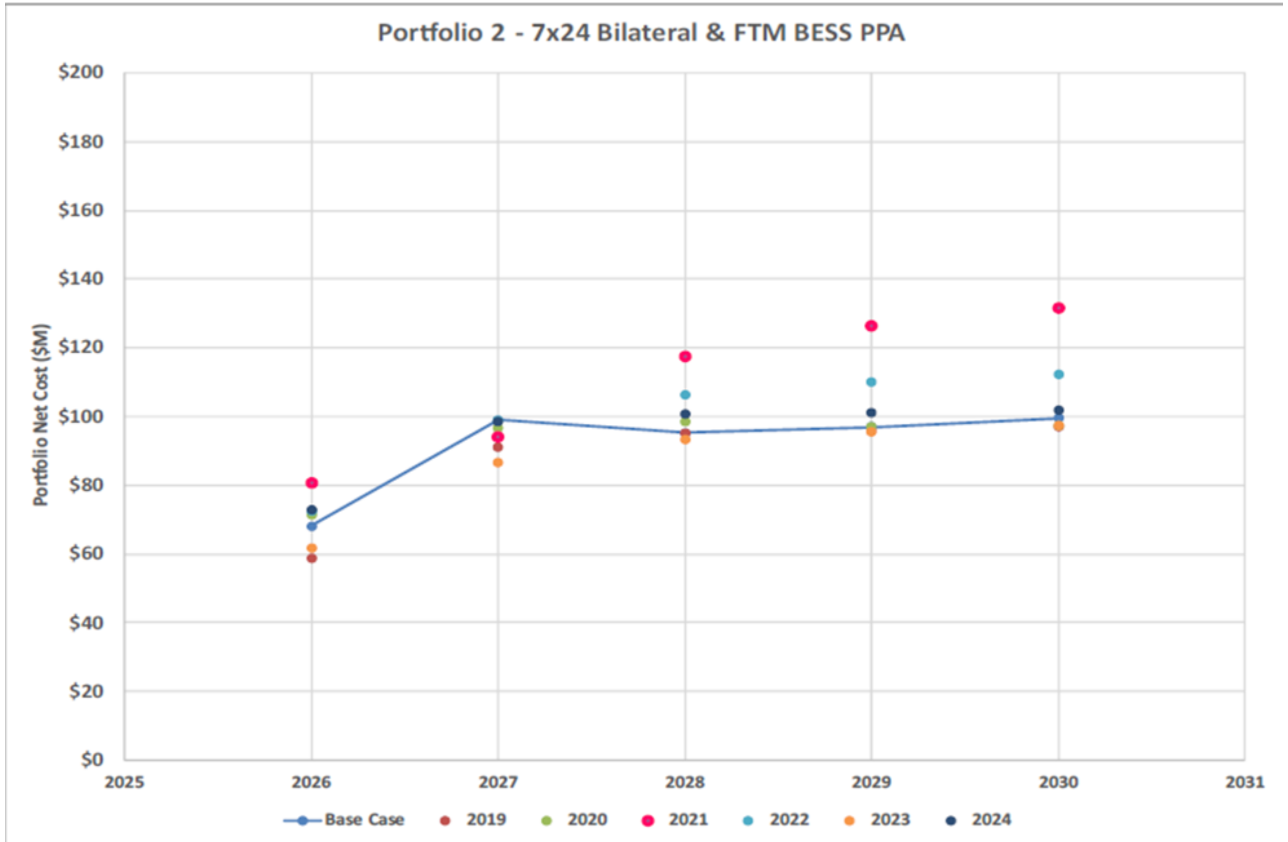
**2021**
- Historical 2021 market prices; wind and solar output/curtailment
- COG 2021 load escalated to the study year (2026 to 2030)

**2022**
- Historical 2022 market prices; wind and solar output/curtailment
- COG 2022 load escalated to the study year (2026 to 2030)

**2023**
- Historical 2023 market prices; wind and solar output/curtailment
- COG 2023 load escalated to the study year (2026 to 2030)

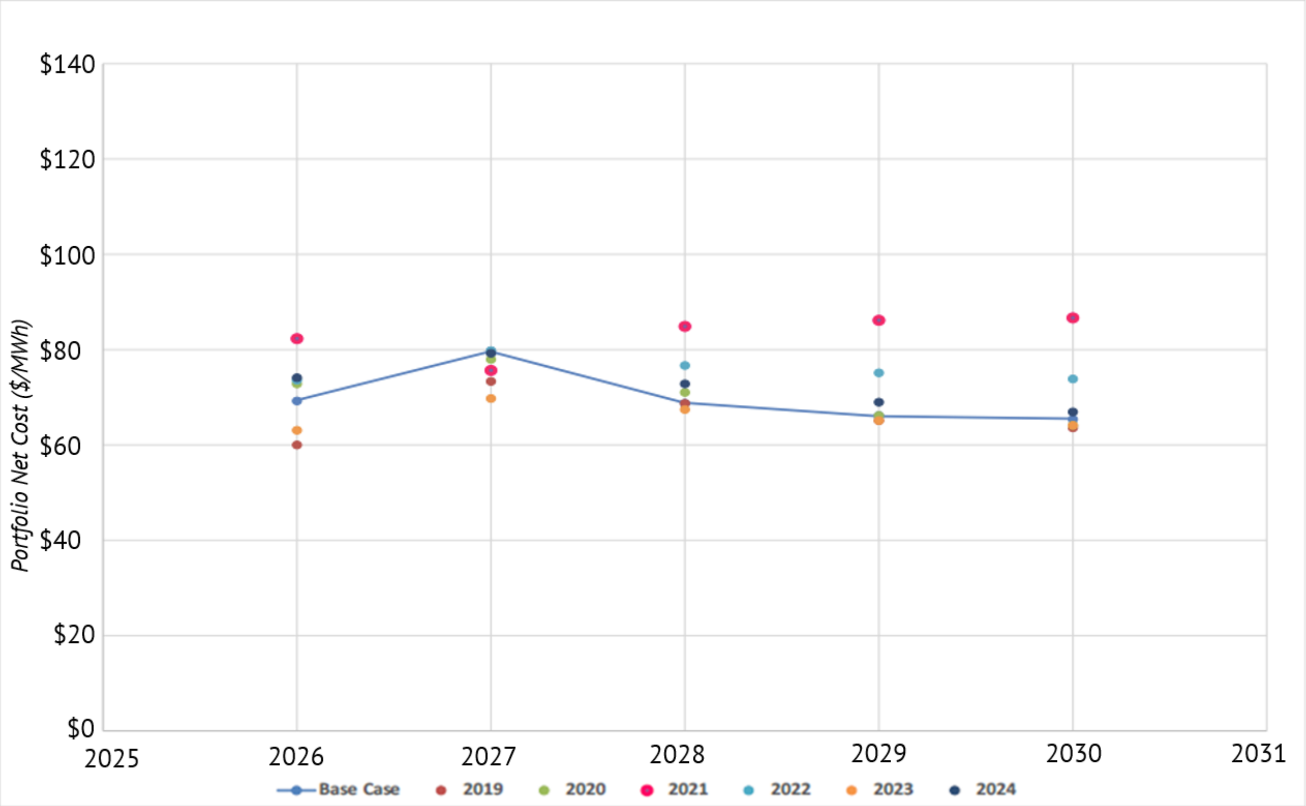
**2024**
- Historical 2024 market prices; wind and solar output/curtailment
- COG 2024 load escalated to the study year (2026 to 2030)

# Recommended Portfolio 2: 7x24 Block, BESS




Portfolio 2 significantly decreases COG exposure to market price volatility as shown above by the tight portfolio cost spread under various scenarios (even 2021 Winter Storm Uri scenario). Future years show greater spread since Portfolio 2 procures based on realized load – additional procurement would be needed in future years assuming the forecasted load growth is realized.

# Recommended Portfolio 2: 7x24 Block, BESS




Portfolio 2 significantly decreases COG exposure to market price volatility as shown above by the tight portfolio cost spread under various scenarios (even 2021 Winter Storm Uri scenario) shown here on $/MWh basis.

# Why Portfolio 2 is optimal for COG

**Portfolio 1 - Existing**

- Low Base Case cost but highest portfolio cost volatility due to lack of hedges.
- Hedge Policy requires additional purchases in future years which increases costs above Portfolio 2.

**Block Energy & FTM BESS Portfolio 2**

- Optimally hedges using 7x24 Block Energy Bilaterals and Front-of-the-Meter BESS PPAs.
- Lowest expected cost and lowest portfolio cost volatility.
- Hedges Energy and AS exposures.

**Block Energy & Nat. Gas Turbine Portfolio 3**

- Higher expected cost and higher portfolio cost volatility compared to Portfolio 2.
- May become cost-effective depending on the future DRRS design.
- Hedges Energy, Non-Spin and DRRS exposures.

**FTM BESS Only Portfolio 4**

- Even though apparently having lowest cost and cost volatility, lower cost is due to inadequate hedging and cost volatility is likely to be higher than Portfolio 2 due to breakdown of historical correlation between Energy and AS prices.

**Block Energy & BTM BESS Portfolio 5**

- Behind-the-meter BESS smaller sized and higher priced than FTM BESS in Portfolio 2.
- Hedges Energy and transmission cost exposures, provides resiliency.

# ERP Action Plan – Next Steps

**Hedge Policy**

- Existing Portfolio has significant exposure to scarcity events and is significantly short capacity due to VLC&I load growth
- Significant VLC&I load growth presents new challenge/opportunity
- ERP long-term PPAs may procure Hedge Policy capacity requirements sooner than specified; however, additional short-term PPAs may be needed to meet near-term Hedge Policy requirements.

**Procure Block PPA**

- Given the sizable need for 7x24 Energy Blocks to hedge against market price/IRR volatility, explore entering longer term PPA with larger block sizes for better prices for confirmed load.
- Procure firm Energy Blocks for quantities in Portfolio 2 which quantities are lower than roughly 50% of quantities needed in 4-5 years to avoid over-procurement due to VLC&I load uncertainty.

**FTM Battery Energy Storage System**

- Front-of-the-Meter BESS is a good fit for COG's portfolio.
- Can hedge Energy and Ancillary Service market price exposure.
- Consider procuring 1- or 2-hour BESS in smaller quantity initially to gain experience.
- 30% Investment Tax Credit makes BESS even more attractive.

**The ERP Action Plan is dependent on changes to the load forecast.**

# ERP Action Plan – Future Re-evaluation

**BTM Battery Energy Storage System**

- Behind-the-Meter 1- or 2-hour BESS should also be considered initially at a small scale to reduce T&D costs and provide customers Resiliency benefits if located in COG system.
- 30% Investment Tax Credit makes BESS even more attractive.
- Can hedge Energy, ECRS, Non-Spin and future DRRS price exposure.

**Nat Gas Peaker**

- Currently not economical but economics may change depending on how Legislatively mandated Dispatchable Reliability Reserve Service is implemented.
- Monitor and explore potential PPA if DRRS makes it attractive.

# City of Georgetown, Texas
# Electric Utility Advisory Board
# June 18, 2026

SUBJECT:
Proposed Electric Rate Ordinance Update

SUGGESTED ACTION:
Discussion and possible action regarding a proposed Electric Rate Ordinance update, including revisions to electric rates, fees, and related service provisions -- Daniel Bethapudi, Electric Utility General Manager

ITEM SUMMARY:

FINANCIAL IMPACT:

SUBMITTED BY:
Pam Cofer, Electric Department

ATTACHMENTS:
Electric Rate Ordinance Presentation.pdf
City of Georgetown_Cost Recovery for Very Large Electric Customers Memo_05.26.26.pdf
City of Georgetown_Rate Revisions for Non-ESA Large Load Customers_DRAFT_06-11-26.pdf
Electric Rate Ordinance 2026 Update Redlined 06122026.pdf

# PROPOSED ELECTRIC RATE ORDINANCE UPDATES

**DANIEL BETHAPUDI |** *Electric Utility General Manager*

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# ELECTRIC RATE ORDINANCE CHANGES

The utility is proposing to make several changes to our rate ordinance, including:

1. Adding a "Definitions" section to clearly define the terms used within the rate ordinance, such as:
   a. Difference between "Demand" and "Billed Demand"
   b. Difference between "Requested Load", "Connected Load", "Design Load", and "Installed Capacity"
2. Adding a "Initial Rate Classification" section to explain how new customers are assigned to their initial rate classes
   a. Includes description of how customers may be reassigned to a new rate class based on actual operating history.
3. Creation of a "Power Pedestal" Rate Class
4. New section detailing the City's right to curtail energy due to ERCOT directives, force majeure, and outages.
5. New Section detailing customer's financial liability for causing damage to the electric system
   a. Damage caused by usage exceeding installed capacity, or usage which causes voltage disturbances
6. Requirement for customers to receive the City's authorization prior to participating in demand response programs.
7. Requirement for new customers to provide service access rights to the Utility for installation and maintenance.
8. Updated VLC&I Rate Ordinance
   A. ERR Calculation Methodology
   B. Customer Charge
   C. Account Set-Up Fee
   D. Month-to-Month Rate
   E. Other provisions
9. Large C&I Month to Month Rate

# ELECTRIC RATE ORDINANCE CHANGES

## NEW DEFINITIONS SECTION – SEC. 13.04.011

The utility is proposing to add a section to the rate ordinance to define key terms used in the ordinance.

**Key Defined Terms:**

1. **Demand** – highest 15-minute rate of energy consumption by a customer in each month (kW)
2. **Billed Demand** - the kilowatt (kW) demand used to calculate the customer's demand charge under the applicable rate schedule.
    a. May be based on measured demand, minimum demand, or ratcheted demand
3. **Requested Load** - the total electrical load (kW) requested by the customer or the customer's representative as part of a service request
4. **Connected Load** - the combined electrical capacity (kW) or rating of the customer's motors, equipment, appliances, devices, and other electric-consuming facilities that are or will be connected to the customer's electrical system
5. **Load Analysis** - the evaluation used by the City to determine expected load characteristics and service requirements for a specific customer
6. **Design Load** - the City's estimate of the customer's expected maximum demand based on the customer's requirements, expressed in kilowatts (kW)
7. **Installed Capacity** - the distribution infrastructure capacity (kW) installed at the customer's facility based on the customer's specified load requirements
8. **Allocated Capacity** – The distribution and allocated substation infrastructure capacity (kW) installed or allocated to the customer's facility based on the customer's specified load requirements.

# ELECTRIC RATE ORDINANCE CHANGES

## INITIAL RATE CLASSIFICATION METHODOLOGY – SEC. 13.04.011

The utility is proposing to add a section to the rate ordinance to detail how new customers are assigned to their initial rate classes.

**Rate Classification Process:**

1. The initial rate class for new customers shall be based on the customer's design load.
2. If a customer's demand exceeds the rate class threshold three times in any consecutive 12-month period, the utility may move the customer to a higher rate class.
3. If a customer's demand remains below the rate class threshold for any consecutive 12-month period, the utility may move the customer to a lower rate class.
4. For new customers with a requested load exceeding 10MW, the rate class shall be based on installed capacity.

# ELECTRIC RATE ORDINANCE CHANGES

## CREATION OF A POWER PEDESTAL RATE CLASS – SEC. 13.04.060

The utility is proposing to create a "Power Pedestal" rate class to better serve temporary or seasonal loads related to festivals or public events.

**Applicability**

Unmetered power pedestals designed to serve multiple temporary loads, which do not qualify for any other established rate schedule.

**Proposed Rates:**

Customer Charge - $0 / Month

Energy Charge - $0.1205 / kWh

Power Cost Adjustment - $0.01375 / kWh

# ELECTRIC RATE ORDINANCE CHANGES

## NEW ORDINANCE SECTION RELATING TO CURTAILMENT – SEC.13.04.081

The utility is proposing to include a disclaimer that the utility does not guarantee uninterrupted service in the following scenarios:

1. The utility receives a load shedding directive from ERCOT
2. During the events of force majeure
3. During both planned and unplanned outages

# ELECTRIC RATE ORDINANCE CHANGES

## NEW ORDINANCE SECTION RELATING TO CUSTOMER LIABILITY FOR DAMAGE CAUSED TO UTILITY PROPERTY – SEC. 13.04.082

The utility is proposing to include an ordinance section that details that customers financially liable for damage to utility infrastructure related to improper use of utility assets, including:

1. Excessive voltage fluctuations
2. Usage exceeding a customer's installed capacity
3. Waveform distortions
4. Other

# ELECTRIC RATE ORDINANCE CHANGES

## REQUIREMENT TO RECEIVE AUTHORIZATION PRIOR TO PARTICIPATION IN 3RD-PARTY DEMAND RESPONSE PROGRAMS SEC. 13.04.083

The utility is proposing to include an ordinance section that requires customers to receive written authorization from the City prior to participating in any third-party demand response programs.

The city may condition authorization of participation in 3rd-party demand response programs upon the provision of specific metering configurations, communication requirements, telemetry measurements, operational controls, scheduling protocol compliance, financial assurances, or any other requirements required to protect the City and the electric system.

A customer that participates in a demand response program without prior authorization shall be responsible for all costs incurred by the city arising from such participation.

Customer's participating in demand response programs may only shed load that exceeds their prorated portion of the utility's overall load shed obligations in the case of ERCOT emergency events.

# ELECTRIC RATE ORDINANCE CHANGES

## REQUIREMENT TO PROVIDE THE UTILITY SERVICE ACCESS RIGHTS - SEC. 13.04.010

The utility is proposing to include a requirement for customers to provide the utility access to electric facilities located on customer premises as necessary for:

1. Installation
2. Inspection
3. Operation
4. Maintenance
5. Repair
6. Replacement
7. Meter reading
8. Service disconnection and removal of utility equipment

# VLC&I RATE ORDINANCE CHANGES

## Introduction

Staff is proposing six updates to the VLC&I Rate ordinance:

1. Updating the VLC&I Energy Rate Rider Calculation based on lessons learned since implementation in June 2025.
2. Increasing the VLC&I Energy Rate Rider to $0.0110/kWh
   a. Currently $0.0082/kWh
3. Increasing the VLC&I Customer Charge to $8,125/Month
   a. Currently $5,615/Month
4. Increasing the VLC&I Set-Up Fee to $27,349
   a. Currently $25,645
5. Creation of a VLC&I "Month-to-Month" rate for customers who do not sign ESAs
   a. Current VLC&I Energy Rate: $0.0543/kWh
   b. Rate for customers on a month to month rate: $0.08755/kWh
6. More descriptive Primary Voltage Discount definition

# VLC&I RATE ORDINANCE CHANGES

## ENERGY RATE RIDER - SEC. 13.04.046

**Purpose and Background**

- The VLC&I ERR is a $/kWh charge was implemented in June 2025 to ensure the full cost recovery of purchased power expenses attributable to the VLC&I rate class.
- The VLC&I ERR is currently $0.0082 / kWh
  - The City Manager, General Manager or their respective designees are responsible for making periodic adjustments to the ERR.
  - The ERR may not be less than zero.
  - ERR model is updated monthly, with rate changes done at the discretion of the City Manager, Electric Utility General Manager, or their respective designees.
- The VLC&I ERR is updated periodically to reflect changes in VLC&I purchased power costs.
- The VLC&I ERR maintains a fund balance to manage power market volatility associated with VLC&I customers.
  - When power costs exceed VLC&I energy revenues, the fund balance decreases.
  - When power costs are below VLC&I energy revenues, the fund balance increases.
  - Over or under collection of power costs is corrected over the next six-months.
  - The "Target Account Balance" equals the highest projected monthly VLC&I purchased power cost over the next 12 months.

# VLC&I RATE ORDINANCE CHANGES

## ENERGY RATE RIDER - SEC. 13.04.046

**Current Rate Ordinance Calculation Methodologies**

The current ERR rate ordinance specifies that the ERR is calculated based on the following formula, with calculations done using two-months of historical data and six-months of forecasted data:

$$\mathbf{FERR} = ((\underbrace{(ER + ERR) * TL)}_{\text{Energy Revenues}} - \underbrace{HG/L - FHC - SMP - FLH - AS)}_{\text{Energy Costs}} + \underbrace{(TAB - AAB))}_{\text{Change in Fund Balance}} / TL$$

**Where:**

FERR = Future energy rate rider
ER = Energy Rate
ERR = Current Energy Rate Rider
TL = Total Load during 8-month period
HG/L = Hedge Gains or Losses
FHC = Future Hedge Costs
SMP = Spot Market Purchases
FLH = Future Load Hedges
AS = Ancillary Service Costs
TAB = Target Account Balance
AAB = Actual Account Balance

After implementation, staff has identified several necessary modifications to the ERR calculation.

# VLC&I RATE ORDINANCE CHANGES

## ENERGY RATE RIDER - SEC. 13.04.046

**Proposed Rate Ordinance Revisions**

Since implementation of the VLC&I ERR in June 2025, staff has identified several rate ordinance revisions to improve calculation accuracy and clarity.

1. **Include PPA Net Settlements, ERCOT Fees, Miscellaneous Costs**
    a. Previous methodology assumed that VLC&I load was hedged through bilateral contracts and the DA / RT market. In practice, much of our load is hedged through PPAs.
    b. Proposed methodology explicitly includes:
        a. VLC&I's allocated share of Power Purchase Agreement (PPA) net settlements in the ERR calculation
        b. VLC&I's allocated share of ERCOT fees and Miscellaneous Costs
2. **Eliminate Double Counting of Historical Data**
    a. The original rate ordinance required the ERR calculation to include two months of historical data and six months of forecasted data.
    b. Because the Actual Account Balance (AAB) already reflects all historical activity, this resulted in double counting for the two historical months in question.
    c. To avoid double counting, staff proposes using six months of forecasted data only, with historical actuals reflected through the AAB.
3. **Correct Revenue Requirement Formula**
    a. Revise the formula so required ERR revenue is calculated as costs minus revenues rather than revenues minus costs.
    b. This ensures the ERR properly recovers projected cost shortfalls when costs exceed revenues.

# VLC&I RATE ORDINANCE CHANGES

## ENERGY RATE RIDER - SEC. 13.04.046

**Calculations**

The ERR is designed to:

1. Recover forecasted VLC&I power costs over the six-month forecast period.
2. Restore the Actual Account Balance (AAB) to the Target Account Balance (TAB) by the end of the six-month forecast period.

- The Actual Account Balance (AAB) reflects the cumulative over or under-recovery of VLC&I power costs through the current period.

**Proposed ERR Formula**

ERR ($/kWh) = ((Power Costs– Energy Revenues) + (TAB - AAB)) / TL

Where:

**ERR** = Proposed Energy Rate Rider ($/kWh)

**(Power Costs – Energy Revenues)** = ERR revenue required to fully recover forecasted VLC&I power costs during the six-month forecast period.

**(Target Account Balance – Actual Account Balance)** = ERR revenue required to bring the forecasted account balance to the Target Account Balance by the end of the six-month forecast period.

**TL (Total Load)** = Forecasted VLC&I energy sales (kWh) during the six-month forecast period.

**Key Changes:**

1. Explicit inclusion of load ratio share of PPA Net Settlements, ERCOT Fees, and Miscellaneous Costs
2. Elimination of double-counting of two-months of historical data.
3. Formula revision such that ERR revenue is calculated as costs minus revenues rather than revenues minus costs.
4. Changes peer reviewed by external consultants.

# VLC&I RATE ORDINANCE CHANGES

## ENERGY RATE RIDER - SEC. 13.04.046

1. Staff recommends updating the VLC&I ERR rate ordinance to reflect operational experience gained since June 2025.
2. Staff recommends increasing the VLC&I ERR rate to $0.0110 / kWh effective August 1, 2026.
   a. Currently $0.0082 / kWh
   b. ERR increase represents a 1.9% increase in revenue from the VLC&I class

# VLC&I RATE ORDINANCE CHANGES

## VLC&I CUSTOMER CHARGE - SEC. 13.04.046

- The VLC&I Customer Charge recovers costs associated with sub-QSE administration, meter testing, billing, and ERCOT Letter-of-Credit fees.
  - The current VLC&I Customer Charge is $5,615.50 per customer per month.
- The VLC&I Customer Charge may be updated periodically to reflect changes in underlying costs.
- The Utility requested an updated VLC&I Customer Charge calculation from its rate consultant, NewGen Strategies and Solutions.
- The proposed VLC&I Customer Charge is $8,125.00 per customer per month.

Primary drivers behind the proposed increase:

1. The utility-wide ERCOT Letter-of-Credit Fee will increase in FY27, and the growing VLC&I class is being assigned a larger portion of that cost as they become a larger percentage of our load.
2. Internal labor rates have increased.

# VLC&I RATE ORDINANCE CHANGES

## VLC&I CUSTOMER CHARGE - SEC. 13.04.046

### Staff Recommendations

1. Approve a VLC&I Customer Charge Rate of $8,125 / month effective August 1, 2026.
   a. Currently $5,615.50 / Month

# VLC&I RATE ORDINANCE CHANGES

## VLC&I ACCOUNT SET-UP FEE - SEC. 13.04.046

- The VLC&I Account Set-Up Fee recovers costs associated VLC&I Sub-QSE creation, EPS meter setup, and associated internal labor.
  - The current VLC&I Account Set-Up Fee is $25,645 per new customer.
- The VLC&I Account Set-Up Fee may be updated periodically to reflect changes in underlying costs.
- The Utility requested an updated VLC&I Account Set-Up Fee calculation from its rate consultant, NewGen Strategies and Solutions.
- The proposed VLC&I Customer Charge is $27,349 per new customer.

Primary drivers behind the proposed increase:

1. Increased cost for EPS meter set-up.
2. Internal labor rates have increased.

# VLC&I RATE ORDINANCE CHANGES

VLC&I Account Set-Up Fee - Sec. 13.04.046

## Staff Recommendations

1. Approve a VLC&I Set-Up Fee of $27,349 effective August 1, 2026.
    a. Currently $25,645

# VLC&I RATE ORDINANCE CHANGES

## VLC&I MONTH-TO-MONTH RATE - SEC. 13.04.046

**Background and Risk Exposure**

I. The utility's Energy Service Agreements (ESAs) contain contractual provisions that help manage credit, operational, and market risks.

II. The utility is legally obligated to provide electric service to eligible customers within its service territory, regardless of whether they execute an ESA.

III. Customers who refuse to execute an ESA present greater financial and operational risk.

  A. VLC&I ESAs require a binding energy forecast and collateral requirements

  B. Customers without ESAs increase the utility's exposure to spot markets

IV. Staff believes customers who elect not to execute an ESA should bear the additional costs associated with that increased risk.

**Proposed Risk Mitigation**

I. The utility engaged its rate consultant, NewGen Strategies and Solutions, to develop a Month-to-Month rate option for customers who do not execute an ESA.

II. The Month-to-Month rate includes a higher energy charge to compensate for the additional risk associated with serving customers without signed ESAs.

III. Proposed Month-to-Month Energy Charge: $0.08755/kWh

  A. Standard Energy Charge (with ESA): $0.05430/kWh

  B. Represents a $0.03325/kWh risk premium for customers without an ESA

# VLC&I RATE ORDINANCE CHANGES

## VLC&I MONTH-TO-MONTH RATE - SEC. 13.04.046

**Staff Recommendations**

1. Approve a VLC&I Month-to-Month Energy Charge of $0.08755/kWh effective August 1, 2026.
    a. Currently $0.0543/kWh

# Large C&I RATE ORDINANCE CHANGES

## LARGE C&I MONTH-TO-MONTH RATE - SEC. 13.04.046

**Staff Recommendations**

1. Approve a Large C&I Month-to-Month Energy Charge of $0.08755/kWh effective August 1, 2026.
   a. Currently $0.0543/kWh

# RATE ORDINANCE CHANGES

## PRIMARY VOLTAGE DISCOUNT LANGUAGE – SEC. 13.04.046 & SEC. 13.04.045

The utility is proposing to include more thorough descriptions of the primary voltage discount in the rate ordinance.

Key Changes:

1. More thorough definition of primary voltage service
2. Added description of transformer maintenance responsibilities of primary voltage customers.

# RATE ORDINANCE CHANGES

## REDUNDANT FEED PROVISIONS– SEC. 13.04.046

I. The proposed ordinance clarifies that the Utility is not required to provide redundant electric infrastructure or backup service capacity to Very Large Commercial and Industrial (VLC&I) customers as part of standard electric service.

II. Customers requiring enhanced reliability, including redundant feeders, transformers, substations, or other dedicated infrastructure, may obtain such facilities only through a separate agreement with the Utility and at the customer's expense.

Key Changes:

I. Establishes that redundant electric infrastructure is not included in standard VLC&I service.

II. Allows customers to request enhanced reliability infrastructure through a negotiated agreement.

III. Requires customers to fund the full cost of any customer-specific redundant facilities.

# RATE ORDINANCE CHANGES

## CONDITIONS FOR CAPACITY GUARANTEES– SEC. 13.04.046

The proposed ordinance establishes the conditions under which the Utility may reserve and commit future electric system capacity for Very Large Commercial and Industrial (VLC&I) customers. The purpose of these provisions is to ensure that capacity commitments are supported by enforceable agreements and financial commitments before utility resources are dedicated to a specific project.

Key Changes:

1. Describes the requirements which must be met prior to VLC&I customers receiving guaranteed future capacity, including:
   a. Execution of an Electric Service Agreement (ESA).
   b. Payment of all applicable Line Extension Application and related study fees.
   c. Agreement to a City-approved Contribution in Aid of Construction (CIAC) payment schedule, where applicable.
   d. Ongoing compliance with all required CIAC payments and other obligations established by the Utility.

# RATE ORDINANCE CHANGES

## ADDITION OF VLC&I CLAWBACK PROVISIONS– SEC. 13.04.046

I. The proposed ordinance establishes a capacity management framework that allows the Utility to reassess and reallocate reserved electric system capacity when a Very Large Commercial and Industrial (VLC&I) customer consistently fails to utilize the capacity that has been reserved on its behalf.

II. The purpose of this provision is to ensure that limited feeder, substation, and distribution system capacity is used efficiently and remains available to support growth throughout the service territory.

Key Changes:

1. Authorizes the Utility to review reserved capacity that remains substantially underutilized for an extended period.
2. Allows the Utility to reduce, reclaim, or reallocate unused reserved capacity when warranted.
3. Enables feeder, substation, and other system capacity that is not being utilized to be made available for service to other customers.
4. Preserves the Utility's ability to manage system resources and respond to changing customer development schedules and load forecasts.

# RATE ORDINANCE CHANGES

## REQUIREMENT FOR VLC&I CUSTOMERS TO USE E-BILL– SEC. 13.04.046

I. The proposed ordinance requires Very Large Commercial and Industrial (VLC&I) customers to receive invoices electronically. This requirement is intended to improve billing efficiency, reduce invoice delivery delays, and support timely payment processing for large-load customers.

II. Because VLC&I customers are subject to complex billing arrangements, significant monthly charges, and financial assurance requirements, electronic delivery provides a more reliable and auditable billing process.

Key Changes:

1. Requires VLC&I customers to enroll in and utilize electronic billing (e-billing).Establishes electronic delivery as the primary method for transmitting invoices and billing-related communications.

# RATE ORDINANCE CHANGES

## SPECIFICATION OF VLC&I EXIT FEES– SEC. 13.04.046

The utility is proposing to include language in the rate ordinance which specifies all costs incurred by VLC&I customers when terminating their contract with the utility.

Exit costs include:

1. Any remaining account balance.
2. Net costs associated with unwinding any associated hedging transactions conducted on behalf of the customer.
3. The remaining portion of their TCOS and transformation bill from the previous 4CP
    a. Each summer, the utility is allocated a portion of the state-wide transmission costs based on their 4CP
    b. This cost is recovered over the following year
    c. When a VLC&I customer leaves the utility, they are obligated to pay out the remainder of their allocation of the transmission and transformation costs assigned to the utility on their behalf from the previous summer.

# RATE ORDINANCE CHANGES

## LARGE C&I MONTH-TO-MONTH RATE

**Background and Risk Exposure**

I. The utility reserves the right to require certain LC&I customers to enter in to an ESA.
II. The utility's Energy Service Agreements (ESAs) contain contractual provisions that help manage credit, operational, and market risks.
III. The utility is legally obligated to provide electric service to eligible customers within its service territory, regardless of whether they execute an ESA.
IV. Customers who refuse to execute an ESA present greater financial and operational risk.
    A. ESAs require a binding energy forecast and collateral requirements
    B. Customers without ESAs increase the utility's exposure to spot markets
V. Staff believes customers who elect not to execute an ESA should bear the additional costs associated with that increased risk.

**Proposed Risk Mitigation**

I. The utility engaged its rate consultant, NewGen Strategies and Solutions, to develop a Month-to-Month rate option for customers who do not execute an ESA.
II. The Month-to-Month rate includes a higher energy charge to compensate for the additional risk associated with serving customers without signed ESAs.
III. Proposed Month-to-Month Energy Charge: $0.08755/kWh
    A. Standard Energy Charge (with ESA): $0.05430/kWh
    B. Represents a $0.03325/kWh risk premium for customers without an ESA

# LC&I RATE ORDINANCE CHANGES

## LARGE C&I MONTH-TO-MONTH RATE - SEC. 13.04.045

**Staff Recommendations**

1. Approve a LC&I Month-to-Month Energy Charge of $0.08755/kWh effective August 1, 2026.
   a. Currently $0.0543/kWh

NewGen Strategies & Solutions
225 Union Boulevard
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Lakewood, CO 80228
Phone: (720) 633-9514

# Memorandum

**To:** Daniel N. Bethapudi, General Manager – Electric Utility, City of Georgetown, Texas

**From:** NewGen Strategies and Solutions, LLC

**Date:** May 18, 2026

**Re:** Cost Recovery for Very Large Electric Customers

The City of Georgetown (City) and Georgetown Electric Utility (Utility) have retained NewGen Strategies and Solutions, LLC (NewGen) to review and update the cost recovery policy and rates applicable to the Very Large Commercial and Industrial (VLC&I) electric customers. As the City continues to grow and attract new residents and businesses, the Utility must reassess and update how it recovers costs associated with the required investments in its electric infrastructure to serve these new customers. VLC&I electric customers have unique electrical needs, including specific infrastructure equipment and power supply requirements. The Utility has conducted a comprehensive review of their costs and cost recovery mechanisms. The purpose of this memorandum is to update the assumptions used to develop the VLC&I rate Load Set Up Fee and Customer Service Charge.

Subsection J of Section 13.04.045 of the City Rate Ordinance includes the specific requirements developed for the VLC&I customers. As indicated, these customers require specialized equipment, as well as specific operational considerations to serve their load. VLC&I customers are also required to provide the Utility with a Binding Energy Forecast for the load to be served to allow the Utility sufficient time to procure the necessary power. Additionally, there are certain penalties for customers whose actual energy usage either exceeds or is less than a certain bandwidth (Forecast Margin) of their Binding Energy Forecast. Further, the VLC&I rate requires prepayment of future electricity bills in anticipation of the Binding Energy Forecast, as well as additional credit support. These elements are, in our opinion, equitable and reasonable measures to help ensure that existing customers are not unduly burdened by costs imposed by VLC&I customers.

The infrastructure requirements for these very large loads are also unique and will result in significant investments by the Utility to allow these customers to take service on the system. A portion of the rate rider includes a Large Load Set Up Fee, which includes procurement, testing, installation, and evaluation of specialized metering equipment. This includes metering equipment required by the Electric Reliability Council of Texas (ERCOT), referred to as an ERCOT-Polled Settlement (EPS) meter, as well as additional metering required by the Utility. A summary of the various equipment included in the Very Large Load Set Up Fee is included in Table 1.

**Table 1**
**Elements of the Very Large Load Set Up Fee**

| Very Large Load Set Up Fee | Estimated Cost | Description of Fee Item |
|---|---|---|
| Sub-QSE Application Fee | $500 | Required for every Sub-QSE set up |
| Additional LSE Application Fee | $500 | Required for every LSE set up |
| EPS Meter Set up | $21,136 | Primary meter, secondary meter, meter enclosure, modem, meter certification |
| Data Aggregation Tools | $500 | Settlement/extract tool |
| Senior Portfolio Analyst | $908 | Sub-QSE/LSE set up with ERCOT |
| Senior Electrical Engineer Analyst AMI | $659 | 8 hours for EPS meter electrical panel set up |
| Senior Electrical Engineer Analyst AMI | $659 | 8 hours for communications set up |
| Contingency Factor | $2,486 | 10% inflation and unanticipated expenses. |
| **Total Set Up Fee (1)** | **$27,349** | |

(1) Totals may not add due to rounding.

The cost elements above were developed by the Utility for fiscal year (FY) 2026. These cost elements include an ERCOT application fee for a new Qualified Service Entity (Sub-QSE), an additional Load Serving Entity (LSE) application fee, costs associated with the metering and meter set up (for an EPS meter), costs for data aggregation tools, and time for Utility staff to set up the Sub-QSE/LSE account with ERCOT. ERCOT requires customer loads of this size, within the City's service territory, to register and be metered as a Sub-QSE and an LSE. Other costs include time for Utility staff to set up the electric panel and communications equipment for the Advanced Metering Infrastructure (AMI), as well as a 10% contingency factor. The total proposed Large Load Set Up Fee for FY 2026 is $27,349.

In addition to the up-front fee specific to very large loads, the Utility proposes that the customer charge for these new customers recovers the costs associated with the maintenance and ongoing operations specific to this equipment. Table 2 provides a summary of the FY 2026 costs estimated by Utility staff to provide these ongoing services.

**Table 2**
**Elements for Very Large Load Customer Service Charge**

| Very Large Load Customer Service Charge | Estimated Cost | Description/Frequency |
|---|---|---|
| EPS Testing (3 x per year at $2K per test) | $6,000 | Annual cost |
| EPS Communications | $250 | Annual – Cellular |
| ERO Fee (NERC Charge Billed Through ERCOT) | $704 | Quarterly |
| Letter of Credit Fee | $2,576 | Monthly ($313,953 / 220 [peak load]) x 20 MW (estimated load) /12 months |
| Senior Portfolio Analyst (Billing & ERCOT Extract Analysis) | $3,634 | Estimating 40 hours/month |
| Senior Electrical Engineer Analyst AMI | $330 | Estimating 4 hours/month |
| Meter Data Analyst AMI | $299 | Estimating 4 hours/month |
| AMI & Billing Specialist | $396 | Estimating 10 hours/month |
| Contingency Factor | $399 | 5% for inflation and unanticipated expenses |
| **Total Cost per Month (1)** | **$8,125** | |

(1) Totals may not add due to rounding.

The cost elements which will be included in the very large load monthly customer charge include ongoing meter testing (required by ERCOT), costs for communication (cellular costs), a quarterly fee charged by the National Electric Reliability Council (NERC) for the Electric Reliability Organization (ERO), and a letter of credit fee. The letter of credit fee is a requirement of the Utility to ensure financial liquidity to ERCOT and is in addition to the letter of credit required by the new large load customer for power supply, as discussed above. Additionally, the monthly customer charge includes time required by Utility staff to develop and analyze monthly billing determinants (40 hours a month), as well as time for Utility staff to review the AMI data system's needs (4 hours each month for an engineer and a data analyst). Further, this customer service charge includes 10 hours per month for the AMI and an AMI & Billing Specialist to review the customer contract and prepare a monthly bill, as well as a 5% contingency factor to account for inflation and unanticipated expenses. The total proposed VLC&I customer charge for FY 2026 is $8,125 (rounded).

The development of the up-front VLC&I Set Up Fee and ongoing monthly customer charge for these very large load customers is reasonable and equitable in our opinion. These cost recovery mechanisms reflect the unique costs incurred by the Utility to serve these customers, as required by NERC and ERCOT, as well as the costs estimated to be incurred by Utility staff. It is recommended that the Utility continue to evaluate the costs associated with these new large loads as they are added to the Utility's system to ensure that the new customers are being properly charged for the costs they incur.

NewGen Strategies & Solutions

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# Memorandum

**To:** Daniel Bethapudi, General Manager – Electric Utility

**From:** NewGen Strategies and Solutions, LLC

**Date:** June 11, 2026

**Re:** Rate Revisions for Large Load

The City of Georgetown (City) and Georgetown Electric Utility (Utility) have retained NewGen Strategies and Solutions, LLC (NewGen) to review proposed changes to existing rate provisions for their Large Commercial and Industrial (LC&I) and Very Large C&I (VLC&I) rate classes. Specifically, the City is proposing to increase the energy rate charged to LC&I and VLC&I customers that are required to enter into an Electric Service Agreement (ESA). The purpose of this memo is to provide background information regarding the City's requirements for an ESA, as well as the development of the proposed energy rate charged to customers who choose not to agree to an ESA.

## Background

Large load customers served by the City create unique operational issues for the Utility. These include certain customers within the LC&I rate class (those with service requirements between 2 megawatts [MW] and 10 MW) and all customers within the VLC&I rate class (those with service requirements greater than 10 MW but less than 51 MW). The operational issues are directly related to the Utility's investments to provide electricity service to these large load customers, including the procurement of wholesale power. To address these issues, the Utility requires those customers to enter into an ESA with the City, which includes provisions for forecasts of energy usage, invoicing, prepayment amounts, credit support, performance assurances, required equipment cost recovery, curtailment events, cost recovery charges (rates), specific billed demand requirements, and other elements.

The existence of an executed ESA prior to the provisions of service allows the City to effectively manage the potential energy price risk associated with such large loads. In addition to the specific charges and revenue recovery provisions, the ESA requires customers to provide a forecast of their projected energy needs. This energy forecast is utilized by the City to purchase power in the Electric Reliability Council of Texas (ERCOT) power market via its energy procurement optimization and pricing hedging strategies. Without the energy forecast, the City is exposed to potential volatility in market energy prices, as it may need to meet the customer's energy needs in the Day Ahead and/or Real Time Market. Currently, some legacy large load customers are being served by the Utility without an ESA. The purpose of the proposed changes to the LC&I and VLC&I energy rates is to reduce the financial risks to the City for those large load customers that are, or will be, served by the City without an ESA.

## Proposed Rate Changes

The City is proposing to change the energy rate charged to selected LC&I customers and all VLC&I customers required to have an ESA but who have not entered into such an agreement with the City. The current energy rate charged to these customers is $0.0543 per kilowatt-hour (kWh). These customers also incur a customer charge and demand charge, which varies by rate class, as well as the Power Cost Adjustment Charge (which does not vary by rate class) and the Energy Rate Rider (which is unique to the VLC&I class). The proposed energy rate for those customers subject to the ESA, but receiving services without one, is $0.0874 per kWh.

## Non-ESA Energy Rate

The proposed "non-ESA" energy rate was developed by NewGen based on a historical analysis of market prices compared to the existing retail energy rate ($0.0543 per kWh). For this analysis, NewGen developed an Energy Market Price Factor, which represents the difference between the historical hourly market price for energy and the energy rate, as described herein. The historical hourly market price was approximately 1.61 times higher than the energy rate (resulting in a rounded Energy Market Price Factor of 1.61). The proposed energy rate for these customers is equal to the existing retail energy rate times the Energy Market Price Factor.

The Energy Market Price Factor was derived from historic hourly ERCOT settlement prices (wholesale prices for the South Load Zone from which the Utility purchases power) from January 1, 2021, to May 1, 2026, as provided by the Utility. The analysis conducted by NewGen excluded hourly price outliers defined as one standard deviation from the mean (average), as well as negative variances from the existing retail energy rate. This analysis results in a reasonable proxy energy price that reduces the potential risk incurred by the City from serving selected large load customers that do not have an ESA.

## Sec. 13.04.010. Rates and charges—Electricity—Schedule.

The monthly rates and charges for the sales made of services rendered by the electric system of the City are established, levied, fixed and prescribed as set forth in Sections 13.04.010 through 13.04.100. Service rendered under this Article is subject to the City's Rules and Regulations.

By applying for or accepting electric service, the customer shall provide the City access to the customer's premises and electric facilities as necessary for the installation, inspection, operation, maintenance, repair, replacement, reading, disconnection, or removal of City facilities, meters, and equipment, subject to the City's Rules and Regulations. The City may require easements, access rights, or other documentation as a condition of service where necessary to provide safe and reliable service.

## Sec. 13.04.011. Customer classification and demand determination.

A. Definitions

For purposes of this Article, the following terms shall have the meanings set forth below:

1. **Demand.** Demand means the maximum rate at which electric energy is used by a customer, expressed in kilowatts (kW), and measured over a 15-minute interval during the billing period, or such other interval as established by the City's metering standards. Demand is a measure of power and is not a measure of total energy consumption.

2. **Billed Demand.** Billed Demand means the kilowatt (kW) demand used to calculate the customer's demand charge under the applicable rate schedule. Billed Demand may be based on measured Demand, minimum demand, ratcheted demand, power factor adjustment, or other provisions of the applicable rate schedule or electric service agreement.

3. **Requested Load.** Requested Load means the total electrical load requested by the customer or the customer's representative as part of a service request, load analysis, Electric Line Extension and Electric Metering Policy application, plans, specifications, or other documentation submitted to the City. Requested Load may include existing load, proposed load, future load, and any planned expansion identified by the customer.

4. **Connected Load.** Connected Load means the combined electrical capacity or rating of the customer's motors, equipment, appliances, devices, and other electric-consuming facilities that are or will be connected to the customer's electrical system, whether expressed in kilowatts (kW), kilovolt-amperes (kVA), horsepower, amperes, or other electrical units, as converted or evaluated by the City.

5. **Load Analysis.** Load Analysis means the documentation, engineering review, and evaluation used by the City to determine expected load characteristics, service requirements, rate classification, metering requirements, transformer sizing, system impacts, and any required customer-specific facilities. A Load Analysis may include Requested Load, Connected Load, operating schedules, diversity factors, power factor, motor-starting characteristics, load factor, planned expansions, and other information required by the City.

6. **Design Load.** Design Load means the City's estimate of the customer's expected maximum demand, expressed in kilowatts (kW), after applying applicable diversity factors, operating assumptions, and engineering judgment to the customer's Requested Load, Connected Load, and Load Analysis. Design Load may be used to determine initial rate classification, transformer size, service requirements, and other facilities necessary to serve the customer.

7. **Installed Capacity.** Installed Capacity means the maximum allowed distribution infrastructure capacity, including site specific infrastructure, designed, installed, and allocated at the Facility based on the Customer's specified load requirements, including peak demand and energy needs.

This capacity ensures sufficient distribution capacity to meet peak demand under normal operating conditions. This does not include substation and feeder capacity. Installed Capacity may be expressed in kilowatts (kW) or kilovolt-amperes (kVA).

8. **Allocated Capacity.** Allocated Capacity means the maximum allowed distribution infrastructure capacity designed and allocated to the Facility based on the Customer's specified load requirements, including peak demand and energy needs. This capacity ensures sufficient distribution capacity to meet peak demand under normal operating conditions, including substation and feeder capacity.

B. Initial Rate Classification

1. For new or modified service, the City shall assign the applicable rate class based on the customer's Design Load, as determined from the customer's Load Analysis, except as otherwise provided herein.

2. For customers with a Requested Load of 10,000 kW or greater, the City shall assign the rate class based on installed capacity.

3. Notwithstanding the above, certain loads, including but not limited to fire pumps, may be assigned to a specific rate class as permitted by the City's Rules and Regulations.

4. A customer requesting service at an existing premises shall not automatically receive the prior customer's rate classification. The City may use recent demand history for the premises to assign the initial rate classification if the City determines that the new customer's expected use is substantially similar to the prior use. If such history is unavailable, incomplete, or not representative, the City may require or conduct a Load Analysis and assign the rate classification based on Design Load or Installed Capacity, as applicable. Existing meters, transformers, or service facilities shall not determine the customer's rate classification or service entitlement. The City may require metering, service, or facility changes necessary to serve the customer safely and reliably. The City may reclassify the customer in accordance with this Section once sufficient Demand history is available.

C. Rate Class Reclassification based on Demand

1. The City shall reclassify a customer to a higher rate class if the customer's Demand exceeds the applicable demand threshold for that rate class in three (3) or more billing periods within any consecutive twelve (12) month period.

2. The City may reclassify a customer to a lower rate class if the customer's Demand remains below the applicable demand threshold for twelve (12) consecutive billing periods.

3. Reclassification shall be applied prospectively beginning with the next billing cycle following determination by the City and shall not be applied retroactively.

4. A customer shall not operate electric load in excess of its Installed Capacity, Allocated Capacity, contract demand, or other capacity limit established by the City without the City's prior written approval. If a customer exceeds such limit, the City may require load reduction, additional infrastructure, additional credit support, revised forecasts, a revised electric service agreement, payment of all incremental costs, or a separate service arrangement. The customer shall be responsible for all costs, charges, penalties, ERCOT settlement amounts, procurement costs, infrastructure costs, and administrative costs incurred by the City as a result of such excess load.

## Sec. 13.04.015. Residential service.

A. Availability. This schedule is available to residential customers for all domestic uses in residences, individual family apartments, and private rooming houses. This schedule is not available to single metered multi-family dwellings.

Where a portion of a residential unit is used for nonresidential purposes, the appropriate nonresidential service schedule is applicable to all uses of electric service. However, this rate schedule may be applied to the residential portion of such use provided the customer's wiring is so arranged that use of the electric service for residential purposes can be metered separately from the nonresidential use. Service rendered under this rate is subject to the City's Rules and Regulations.

B. Net Monthly Rate.

1. Customer Charge: $25.32 per month.
2. Energy Charge: $0.0978 per kWh.
3. Minimum Bill: $25.32 per month.
4. Multiple Dwelling Units. Where served under one meter shall be billed under the applicable commercial rate.

C. Power Cost Adjustment. The PCA charge under the above rate schedule shall be increased or decreased to reflect the application of a power cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.075.

D. Transmission Delivery Cost Adjustment. The TDCA charge under the above rate schedule shall be increased or decreased to reflect the application of a transmission delivery cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.080.

E. Sales Taxes. Sales taxes, where applicable, will be charged to the consumer in addition to the above rates.

F. Residential customers may request a low-income electric discount that is 30 percent below the current customer charge (base rate) as follows:

1. Request for low-income discount must be made in writing.
2. To qualify for the discount, customer or a permanent resident in the household must participate in the Medicaid Program and provide verifiable proof of that participation, such as an award letter or other official documentation.

3. Requests for the low-income discount must be renewed annually.

## Sec. 13.04.018. Net energy metering (NEM) service.

A. Availability. Available to residential and small general service customers within the City of Georgetown (COG) electric service area that own distributed energy resource (DER) facilities.

The following requirements must be met for customers to be served under NEM:

- Customer has executed an interconnection agreement with COG, and COG has approved their completed net metering service application.
- DER facility is customer owned and powered by a renewable resource, including, but not limited to solar, wind, and geothermal sources.
- For all DER facilities approved by the City after October 1, 2020, the DER facility's installed capacity must be no greater than ten kW-DC (kilo watts direct current) and receives service at 600 volts or less.
- DER facility is located at the customer's premises or that is appropriately connected to COG's electric distribution system, as solely determined by COG.

B. Metering. For DER installations before June 22, 2021, customers served under NEM will have two electric meters installed by COG at the customer's premises: a DER Meter, which measures the total amount of generated electricity from the customer's DER facility, and a bi-directional meter that measures both the volumetric energy and renewable energy - received, as defined herein. These bi-directional meter readings are used for generating the NEM customer's monthly bill. For all DER installations for NEM customers after June 22, 2021, DER meters are not required; only bi-directional meters will be installed.

C. Meter Definitions.

"Bi-directional meter." An electric meter with separate registers that measures and records, on an interval basis, the flow of electricity from COG to the NEM customer (volumetric energy) as well as the flow of electricity from the customer's DER facility to COG (renewable energy - received), as applicable.

"DER meter." The DER meter measures the total amount of energy generated by the customer's DER facility. The meter records "renewable energy - generated."

D. Energy Definitions.

"Renewable energy generated." The total energy produced by the customer's DER facility for the billing period, as measured and recorded by the DER meter. No charges or credits are associated with the renewable energy - generated. This information is provided to COG, and is identified on the customer's bill, for informational purposes only.

"Renewable energy received." Any excess metered energy generated from the customer's DER facility that is not used on-site at the customer's premises and flows back to COG during a billing cycle. The renewable energy - received is measured by the bi-directional meter and recorded on an interval basis. COG pays NEM customers a credit per kilowatt hour of the renewable energy - received.

"Volumetric energy." The amount of metered energy delivered by COG to the customer's premises during a billing cycle. This value is measured by the bi-directional meter and recorded on an interval basis. NEM customers pay COG per kilowatt hour for volumetric energy.

E. Charges for Service Definitions.

"Base rate." The base rate is the customer charge for the applicable customer class in which the NEM customer exists. The base rate is a per customer charge on a $/month basis.

"Volumetric energy charge." The volumetric energy charge is the energy charge for the applicable customer class in which the NEM customer exists. The volumetric energy charge is applied to the volumetric energy on a $/kWh basis.

"Renewable energy received credit." The renewable energy - received credit is an energy rate ($/kWh) applied to the NEM customer's renewable energy - received. COG pays NEM customers a credit per kilowatt hour for renewable energy - received. The credit on the customer's bill is subject to the limitations discussed in item I.

"Power cost adjustment (PCA)." The PCA charge under this rate schedule shall be increased or decreased to reflect the application of a PCA per kWh of energy delivered by COG (volumetric energy) during the billing cycle, as calculated in accordance with Section 13.04.075.

"Transmission delivery cost adjustment (TDCA)." The TDCA charge under the above rate schedule shall be increased or decreased to reflect the application of a transmission delivery cost adjustment per kWh of energy delivered by COG (volumetric energy), as calculated in accordance with Section 13.04.080.

F. Reserved.

G. Monthly Rates for NEM Customers. Rates are subject to change and as described herein.

Residential Service:

1. Base Rate: $25.32 per month.
2. Volumetric Energy Charge: $0.0978 per kWh.
3. Renewable Energy. The received credit shall be calculated on an annual basis according to the following formula:

$$Credit\left(\frac{\$}{kWh}\right)=\frac{Weighted\ Avg.\ Market\ Price\left(\frac{\$}{kWh}\right)+Avg.Transmission\ Capacity\ Cost\ (\frac{\$}{kWh})}{1-Losses\ (\%)}$$

Where "weighted avg. market price" represents the previous year's weighted average locational marginal prices coincident with solar producing hours at the Electric Reliability Council of Texas (ERCOT) South Load zone. The periods coincident with ERCOT and/or Public Utility Commission of Texas declared controlled outages and/or grid emergencies are not included in the weighted avg. market price calculation. The "avg. transmission capacity cost" represents the previous year's average transmission-cost-of-service (TCOS) charges ($/kWh) paid by the Utility for transmission, and "losses" represents the most recently calculated value for COG's distribution system losses as a percent.

4. PCA: (as determined in Section 13.04.075).

5. TDCA: (as determined in Section 13.04.080).

Small General Service:

1. Base Rate as a COG Electric Customer: $51.05 per month.

2. Volumetric Energy Charge: $0.0921 per kWh.

3. Renewable Energy. The received credit shall be calculated on an annual basis according to the following formula:

$$Credit\left(\frac{\$}{kWh}\right) = \frac{Weighted\ Avg.\ Market\ Price\left(\frac{\$}{kWh}\right) + Avg.Transmission\ Capacity\ Cost\ (\frac{\$}{kWh})}{1 - Losses\ (\%)}$$

Where "weighted avg. market price" represents the previous year's weighted average locational marginal prices coincident with solar producing hours at the Electric Reliability Council of Texas (ERCOT) South Load zone. The periods coincident with ERCOT and/or Public Utility Commission of Texas declared controlled outages and/or grid emergencies are not included in the weighted avg. market price calculation. The "avg. transmission capacity cost" represents the previous year's average transmission-cost-of-service (TCOS) charges ($/kWh) paid by the Utility for transmission, and "losses" represents the most recently calculated value for COG's distribution system losses as a percent.

4. PCA: (as determined in Section 13.04.075).

5. TDCA: (as determined in Section 13.04.080).

H. Renewable Energy—Received Credit—Annual Update. The renewable energy - received credit will be reviewed and may be adjusted on an annual basis by COG according to the formula above.

I. Limit on Renewable Energy—Received Credit. For a billing cycle, and for the purposes of calculating the renewable energy - received credit, the excess renewable energy (kWh) COG receives from NEM customers cannot be greater than the volumetric energy (kWh) COG delivers to the customer's premises. Renewable energy - received that is in excess of the volumetric energy during the billing cycle is not eligible for compensation to the NEM customer by COG. Such excess energy may not be banked by the NEM customer nor rolled over to the following or future billing period(s). Further, such excess energy cannot be utilized to offset other COG charges on the NEM customer bill.

J. Sales Taxes. Sales taxes, where applicable, will be charged to the customer, as appropriate, in addition to the above rates.

## Sec. 13.04.020. Small general service.

A. Availability. Applicable to nonresidential customers whose Demand ~~does~~ is less than 50 kilowatts (kW) during any billing period, as determined in accordance with Section 13.04.011.~~A. Availability. Applicable to all commercial and general service consumers whose demands for all uses are less than 50 kW and whose uses are not covered by a specific rate schedule and the metered outdoor lighting of sports fields and arenas in which 85 percent of the connected electric load is attributable to the lighting as verified by the City, up to 75 kW of connected load.~~

~~Service rendered under this rate is subject to the City's Rules and Regulations.~~

B. Net Monthly Rate.

1. Customer Charge: $51.05 per month.

2. Energy Charge: $0.0921 per kWh.

3. Minimum Bill: $51.05 per month.

C. Power Cost Adjustment. The PCA charge under the above rate schedule shall be increased or decreased to reflect the application of a power cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.075.

D. Transmission Delivery Cost Adjustment. The TDCA charge under the above rate schedule shall be increased or decreased to reflect the application of a transmission delivery cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.080.

E. Sales Taxes. Sales taxes, where applicable, will be charged to the consumer in addition to the above rates.

## Sec. 13.04.025. School services.

A. Availability. Applicable to electric service provided to a school, defined as an educational institution that is recognized, accredited, or otherwise authorized by the State of Texas, including but not limited to:

1. Public school districts and open-enrollment charter schools governed under the Texas Education Code; and

2. Institutions of higher education recognized by the Texas Higher Education Coordinating Board.

Eligibility for service under this rate shall be determined by the City based on documentation demonstrating such recognition or authorization under applicable state law.

Electric service provided to facilities or portions of facilities used for non-educational, commercial, residential, or revenue-generating purposes shall be separately metered and billed under the applicable rate schedule. If such uses are not separately metered, the City may determine the appropriate rate classification.~~Available to electric services required by those customers designated as a school by the City. Service rendered under this rate is subject to the City's Rules and Regulations.~~

B. Net Monthly Rate.

1. Customer Charge: $204.02 per month.

2. Energy Charge: $0.1174 per kWh.

3. Minimum Bill: $204.02 per month.

C. Power Cost Adjustment. The PCA charge under the above rate schedule shall be increased or decreased to reflect the application of a power cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.075.

D. Transmission Delivery Cost Adjustment. The TDCA charge under the above rate schedule shall be increased or decreased to reflect the application of a transmission delivery cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.080.

E. Sales Taxes. Sales taxes, where applicable, will be charged to the consumer in addition to the above rates.

## Sec. 13.04.030. Municipal water and wastewater pumping service.

A. Availability. Applicable to City-owned facilities with electric service furnished for water and wastewater pumping. Service rendered under this rate is subject to the City's Rules and Regulations.

B. Net Monthly Rate.

1. Customer Charge: $199.10 per month.
2. Energy Charge: $0.04600 per kWh.
3. Demand ~~Charge~~ Charge: $19.99 per kW per month.
4. Minimum Bill: $199.10 per month.

C. Power Cost Adjustment. The PCA charge under the above rate schedule shall be increased or decreased to reflect the application of a power cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.075.

D. Transmission Delivery Cost Adjustment. The TDCA charge under the above rate schedule shall be increased or decreased to reflect the application of a transmission delivery cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.080.

E. Sales Taxes. Sales taxes, where applicable, will be charged to the consumer in addition to the above rates.

## Sec. 13.04.035. Large general service.

A. Availability. Applicable to nonresidential customers whose Demand is equal to or greater than 50 kW but less than 500 kW during any billing period, as determined in accordance with Section 13.04.011.

~~A. Availability. Applicable to customers whose design load or actual usage exceeds 50 kW of peak demand, but does not exceed 500 kW of peak demand, and whose uses are not covered by a specific rate schedule. Service rendered under this rate is subject to the City's Rules and Regulations.~~

B. Net Monthly Rate.

1. Customer Charge: $178.68 per month.
2. Energy Charge: $0.0668 per kWh.
3. Demand Charge: $11.23 per kW per month, but not less than $561.50 per month.
4. Minimum Bill: $740.18 per month.

C. Power Cost Adjustment. The PCA charge under the above rate schedule shall be increased or decreased to reflect the application of a power cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.075.

D. Transmission Delivery Cost Adjustment. The TDCA charge under the above rate schedule shall be increased or decreased to reflect the application of a transmission delivery cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.080.

E. Sales Taxes. Sales taxes, where applicable, will be charged to the consumer in addition to the above rates.

## Sec. 13.04.040. Commercial and industrial (C&I).

A. Availability. Applicable to nonresidential customers whose Demand is equal to or greater than 500 kW but less than 2000 kW during any billing period, as determined in accordance with Section 13.04.011.

~~A. Availability. Applicable to customers whose design load or actual usage exceeds 500 kW of peak demand, but does not exceed 2,000 kW of peak demand, and whose uses are not covered by a specific rate schedule. Service rendered under this rate is subject to the City's Rules and Regulations.~~

B. Net Monthly Rate.

1. Customer Charge: $357.35 per month.

2. Energy Charge: $0.0577 per kWh.

3. Demand Charge: $16.34 per kW per month, but not less than $8,170.00 per month.

4. Minimum Bill: $8,527.35 per month.

C. Power Cost Adjustment. The PCA charge under the above rate schedule shall be increased or decreased to reflect the application of a power cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.075.

D. Transmission Delivery Cost Adjustment. The TDCA charge under the above rate schedule shall be increased or decreased to reflect the application of a transmission delivery cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.080.

E. Sales Taxes. Sales taxes, where applicable, will be charged to the consumer in addition to the above rates.

## Sec. 13.04.045. Large commercial and industrial (C&I) service

A. ~~A.~~ Availability. Applicable to nonresidential customers whose ~~Demand~~installed or allocated capacity is equal to or greater than 2,000 kW but less than 10,000 kW ~~during any billing period~~, as determined in accordance with Section 13.04.011. The City reserves the right in its sole discretion to require certain customers eligible for this rate schedule to enter into an electric service agreement with the City ("Electric Service Agreement").

~~**Month-to-Month Large Commercial & Industrial Service.** Any customer who is required to enter into an Electric Service Agreement and fails to do so within a reasonable period of time, as determined by the City, shall be subject to all provisions herein as well as the following applicable rates:~~

~~1. Customer Charge: $520.71 per month.~~

~~2. Energy Charge: $0.08755 per kWh.~~

~~3. Demand Charge: $19.65 per kW per month subject to billed demand as outlined in Section C below.~~

~~These rates in Section B will be in effect for Customer's electric service until such time as an Electric Service Agreement is signed by both Customer and City, at which time the rates provided in Section C will apply. The City will make a good faith effort to complete its review of the Electric Service Agreement and obtain approval in a timely manner.~~

~~Availability. Applicable to large commercial and industrial customers whose installed capacity is 2,000 kW or greater but less than 10,000 kW and whose uses are not covered by another specific rate schedule. Service rendered under this rate is subject to the City's rules and regulations. "Installed capacity" means the maximum allowed distribution infrastructure capacity designed, installed, and allocated for a customer based on their specified load requirements, including peak demand and energy needs. This capacity ensures sufficient distribution infrastructure to meet peak demand under normal operating conditions.~~

C~~B~~. Monthly Rate.

1. Customer Charge: $520.71 per month.

2. Energy Charge: $0.0543 per kWh.

3. Demand Charge: $19.65 per kW per month but not less than $39,300.00 per month.

4. Minimum Bill: $39,820.71 per month.

D~~C~~. Power Cost Adjustment. The power cost adjustment charge under the above rate schedule shall be increased or decreased to reflect the application of a power cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.075.

E~~D~~. Transmission Delivery Cost Adjustment. The transmission delivery cost adjustment charge under this rate schedule shall be increased or decreased to reflect the application of a transmission delivery cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.080.

F~~E~~. Minimum Bill. The minimum bill for large commercial and industrial service shall consist of the customer charge plus the minimum demand charge.

G~~F~~. Minimum Billed Demand. The minimum demand for the large commercial and industrial class is 2,000 kW.

H~~G~~. Power Factor. Should the power factor be lower than 0.95 lagging, the City may adjust the billed demand (kW) by the ratio of target power factor in the numerator (0.95) divided by the actual power factor in the denominator (less than 0.95). If the power factor ratio is greater than a value of 1.0, it will be multiplied by the billing cycle billed demand applicable to the customer.

I~~H~~. Primary Voltage Discount.

Primary Voltage is the nominal electrical voltage of 24.9 kV / 14.4 kV, expressed as a ratio of phase-to-phase voltage over phase-to-neutral voltage, at which the City delivers three-phase medium-voltage AC power to the Point of Service, measured immediately upstream of the Customer-owned transformation equipment utilized to step down such electrical energy for final utilization.

A Primary Voltage Customer is a customer that receives electric service directly from City's electric distribution system at 24.9 kV / 14.4 kV.

1. Applicable to large commercial and industrial customers that receive electric service at primary distribution voltage and that own, operate, and maintain all facilities on the customer side of the point of interconnection, including but not limited to transformation, protection, and distribution equipment.~~Applicability. Applicable to large commercial and industrial customers taking service at primary distribution voltage ("primary voltage customers").~~

2. Monthly Demand Discount Rate. Primary voltage customers ~~demand rate~~Billed Demand will be reduced (credited) by $2.11/kW.

3. Minimum Bill. The minimum bill for primary voltage customers will be based on the minimum bill for their applicable customer class, as described herein. To the extent that the minimum bill includes the demand charge, calculation of the demand charge will reflect the applicable monthly demand discount rate.

4. Primary Voltage Discount—Update. The primary voltage discount will be reviewed and may be adjusted ~~on an annual or less frequent basis~~from time to time, as determined by the City.

J~~I~~. Sales Taxes. Sales taxes, where applicable, will be charged to the consumer in addition to the above rates.

**Month-to-Month Large Commercial & Industrial Service.** Any customer who is required to enter into an Electric Service Agreement and fails to do so within a reasonable period of time, as determined by the City, shall be subject to all provisions herein as well as the following applicable rates. ~~:~~The customer shall be billed under the Month-to-Month Large Commercial & Industrial Service rates set forth below. Such rates are intended to recover the City's costs, risks, and administrative burdens associated with serving very large load without agreed forecasting, credit support, operational controls, and wholesale market protections. Month-to-Month Large Commercial & Industrial

Service shall continue until an electric service agreement is executed by both the City and the customer or service is otherwise terminated in accordance with this Article and the City's Rules and Regulations.

1. Customer Charge: $520.71 per month.

2. Energy Charge: $0.08755 per kWh.

3. Demand Charge: $19.65 per kW per month subject to billed demand as outlined in Section C below.

Power Cost Adjustment. The power cost adjustment charge under the above rate schedule shall be increased or decreased to reflect the application of a power cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.075.

E. Transmission Delivery Cost Adjustment. The transmission delivery cost adjustment charge under this rate schedule shall be increased or decreased to reflect the application of a transmission delivery cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.080.

F. Minimum Bill. The minimum bill for large commercial and industrial service shall consist of the customer charge plus the minimum demand charge.

G. Minimum Billed Demand. The minimum demand for the large commercial and industrial class is 2,000 kW.

H. Power Factor. Should the power factor be lower than 0.95 lagging, the City may adjust the billed demand (kW) by the ratio of target power factor in the numerator (0.95) divided by the actual power factor in the denominator (less than 0.95). If the power factor ratio is greater than a value of 1.0, it will be multiplied by the billing cycle billed demand applicable to the customer.

These rates will be in effect for Customer's electric service until such time as an Electric Service Agreement is signed by both Customer and City, at which time the rates provided in Section L will apply. The City will make a good faith effort to complete its review of the Electric Service Agreement and obtain approval in a timely manner.

## Sec. 13.04.046. Very large commercial and industrial (C&I) service.

A. ~~A.~~ Availability

1. Applicable to nonresidential customers whose ~~Demand~~installed capacity is equal to or greater than 10,000 kW but less than 49,999 kW, as determined in accordance with Section 13.04.011, including classification based on installed capacity where applicable.

2. Customers served under this rate shall be required, as determined by the City, to enter into an electric service agreement, provide load forecasts, or meet additional operational, metering, or financial requirements necessary to support service to large loads and participation in wholesale power ~~markets.~~markets.

3. Customers shall enter into an Electric Service Agreement (ESA) with a maximum term of three (3) years unless terminated in accordance with the ESA. with no renewal. In order to maintain a guarantee of future electric service capacity, the ESA must be signed, and the customer must comply with all Line Extension policy requirements and other obligations required within the ESA.

~~1.~~4. As a condition of initial or continued service under this rate, the City may require, prior to energization, execution of an electric service agreement, completion of all required studies, installation of required metering and telemetry, satisfaction of all credit and performance assurance requirements, payment of all applicable fees or contributions, and demonstration that the customer's operation will not adversely affect system reliability or other customers.

5. If a ~~customer's~~ customer's installed capacity ~~Demand~~ (as defined in Section 13.04.011) exceeds 49,999 kW, the City may require the customer to take service under a separate service arrangement.

6. Service rendered under this rate is subject to the City's Rules and Regulations, provided that Section 13.04.230 shall not apply.

7. If Customer fails to utilize the full Initial Infrastructure Capacity, the full Additional Infrastructure Capacity, or the full amount of any Expansion Request for six ( 6) consecutive months during the applicable Service Agreement for Electric Service period, then to the extent such capacity is not utilized, City shall have the right in its sole discretion to use the available feeder and substation capacity to serve other customers. Customer's utilization of capacity shall be the maximum kilowatt demand established by Customer for any consecutive thirty (30) minute period during the month, as indicated or recorded by a demand meter.

C~~B~~. Energy Forecast. By the tenth of each month prior to and after beginning service, Customer must submit to the City an energy forecast of its projected energy usage for the following six months. This energy forecast is a projection of the future forecasted energy consumption by Customer and shall be in the form of an hourly energy profile of expected energy consumption (kWh) for each hour of the following six months.

D~~C~~. Failure to Submit Energy Forecast. Any Customer who fails to submit an energy forecast when due shall be subject to interruption or termination of electric service, and any other remedies available to City under its Rules and Regulations. In addition, the City shall have the right to forecast customer's projected energy load for the energy forecast term, subject to other provisions in this Section 13.04.046.

E~~D~~. Invoices. Invoices are due and payable immediately upon receipt and considered late if not paid within ~~seven~~ five days after receipt. The City ~~can~~ immediately applies~~y~~ any cash prepayment amount (defined below) or draws on any letter of credit provided by customer for any late or unpaid amounts owed to the City by the customer, or take any other action provided for under the City's Rules and Regulations. If a Customer needs additional time to pay invoice, they may post an additional Prepayment Amount to ensure minimum required prepayment balances are constantly maintained. VLC&I customers shall enroll in and maintain electronic billing (e-bill) for all electric service accounts. Delivery of bills by mail shall not extend, delay, or otherwise affect the date a bill is issued, received, or due.

F~~E~~. Prepayment Amount. Prior to activation of electric service, customer shall provide to the City a minimum cash prepayment amount ("prepayment amount") equal to three months of the highest projected total cost of energy deliveries pursuant to the Electric Service Agreement and this rate schedule, including the customer charge, energy charge, billed demand, power cost adjustment, energy rate rider, transmission delivery cost adjustment, and any other authorized charges. The billed demand shall be calculated pursuant to Section P~~O~~ below, the applicable billed demand multiplied by three months or such additional period of time as the City may require ("prepayment term"). The City shall apply the prepayment amount monthly to customer's invoice for electric service, and customer shall pay any amounts owed to City in addition to the prepayment amount and replenish the prepayment amount each month equal to the amount of the then-current prepayment amount for the then-current prepayment term. The City reserves the right to require additional amounts above the prepayment amount based on the creditworthiness of the customer, energy market volatility, previous payment defaults, or business history of the customer, each as determined by the City in its sole discretion. Any prepayment amounts under this Section 13.04.046 (Very large commercial and industrial service) shall not bear interest and shall be applied to each invoice and replenished by customer in accordance with this subsection (F~~E~~). The prepayment amount shall remain in place until December 31 of the year following the year of the termination date, and Customer's payment in full to City of verifiably documented charges attributable to providing the service prior to termination of this Agreement, including, but not limited to demand charges assessed by ERCOT for usage during peak demand periods.

~~F~~G. Credit Support. In addition to the prepayment amount in Section E, Customer shall also provide performance assurance pursuant to Section H~~G~~ herein in an amount equal to or greater than three months of the projected revenues to City based on the highest three months of customer's energy forecast. The performance assurance shall remain in place until December 31 of the year following the year of the termination date, and customer's payment in full to City of verifiably documented charges attributable to providing the service prior to termination of this agreement, including, but not limited to demand charges assessed by ERCOT for usage during peak demand periods.

~~G~~H. Performance Assurance. Customer shall provide to the City either an unconditional irrevocable letter of credit ("letter of credit") or a form of guarantee approved by City ("parental guarantee") letter of credit and parental guarantee are collectively referred to as "performance assurance." Both the letter of credit and the parental guarantee must: (1) be made payable to the City; (2) require at least 60 days written notice to the City upon nonrenewal or termination; and (3) allow for immediate draw by the City for the nonpayment of any invoice by the due date or any other payment default by customer. In the event the City applies all or part of the performance assurance related to any late payment or nonpayment by customer, or any other payment default by the customer, the City may immediately request additional performance assurance from customer in order for the continuance of electric service by the City.

1. The letter of credit shall comply with V.T.C.A., Business and Commerce Code § 5.106 issued by a bank or financial institution with a ~~minimal~~ minimum credit rating of A-from ~~either~~ S&P or Fitch, or a ~~minimal~~ minimum rating of A3 from Moody, and that has a physical location or address in the United States in which the letter of credit can be drawn, and that is otherwise acceptable to the City in its sole discretion. The City reserves the right in its sole discretion to require an increase in the amount of the letter of credit, including, but not limited to an increase based on market volatility, creditworthiness of the customer, previous payment defaults, or business history of the customer.

2. A Customer may only provide a parental guarantee if the corporate, or other entity, providing such guarantee has an investment grade rating at least one notch above Baa3 by Moody's, BBB-by S&P Global or BBB- by Fitch Ratings. In the event that the entity proving the parental guarantee drops below investment grade, customer must replace the parental guarantee with a letter of credit within two business days. The City reserves the right in its sole discretion to require an increase in the amount of the parental guarantee, including, but not limited to an increase based on market volatility, creditworthiness of the customer, previous payment defaults, or business history of the customer.

~~H~~I. Equipment. Customers under this Rate Ordinance shall also be responsible for all the costs including, but not limited to the cost of any and all additional equipment that the City's City Manager, City's General Manager of Electric Utilities ("General Manager") or each of their respective designees, determines is needed, including, but not limited to advanced metering equipment, to manage the customer's energy load and usage to ensure reliable energy service to all customers of the City.

1. City shall have no obligation to provide redundant feeders, transformer redundancy, automatic transfer capability, alternate feeder supply, or service from another substation except pursuant to a written agreement.

J~~I~~. Curtailment Events. Customer understands and agrees that it has no guarantee of an uninterrupted supply of power. City shall have the right to curtail or interrupt delivery of energy to customer (i) in response to curtailment instructions from ERCOT as a result of imminent system reliability need; (ii) during periods of force majeure (defined herein); (iii) during unplanned outages, including failure of transmission or distribution facilities or other equipment, partial or complete forced outage, breakage of or damage to machinery or equipment, or (iv) during planned outages as agreed by City and customer ("curtailment event"). "Force majeure" means an event or circumstance which (i) prevents a party from performing its obligations under this Rate Ordinance, (ii) which event or circumstance is beyond the reasonable control of such party, (iii) was not reasonably foreseeable by such party, or if reasonably foreseeable could not have been overcome with the exercise of due diligence, (iv) is not the result of such party's negligence or fault, and (v) which by the exercise of due diligence, such party is unable to overcome or avoid or cause to be avoided. If customer is notified of a curtailment event and fails to comply with the curtailment event directives received from City, customer shall be liable to City for any uplift charges, securitization charges, penalties, fines or any other ERCOT charges related to a curtailment event imposed on City (directly or indirectly) as a result of customer's failure to comply with the curtailment event notice, which is in addition to any and all costs and fees for the provision of electric service during the curtailment event under this Rate Ordinance and-any and all related ERCOT fees, settlement costs, sub-QSE fees, ERCOT load ratio share charges, ERCOT administration fees, Electric Reliability Organization fees, ERCOT uplifts to load, ERCOT miscellaneous invoices (collectively, "ERCOT Settlement Amounts"), and any other charges, fees and costs assessed or implemented by any Governmental Authority. "Governmental Authority" means (i) any federal, state, local, municipal, or other government or (ii) any other governmental, quasi-governmental, regulatory or administrative agency, commission, or other authority (including the Texas Attorney General, PUCT, ERCOT, Federal Energy Regulatory Commission, NERC, or Texas Reliability Entity) lawfully exercising or entitled to exercise any administrative, executive, judicial, legislative, police, policy, regulatory, or taxing authority or power. "PUCT" means the Public Utility Commission of Texas. City shall have the right, but not the obligation, to disconnect the electricity supply to Customer to force compliance with the curtailment event directives, subject to any shutdown requirements designed to protect the customer facilities or the ERCOT grid. Subject to the aforementioned notice and shutdown requirements, City shall have no liability for exercising such right, nor shall customer be excused from any damages that may arise in the case that City fails to do so. For purposes of clarity, all customers served by City are subject to curtailment events.

K~~J~~. Very Large Load Account Set-Up Fee. Prior to the commencement of service, customer shall pay a nonrefundable account set-up fee in the amount of $27,349~~25,645~~.00, which may be updated from time to time by the City, for installation of ERCOT EPS meter(s) and any other initiation, installation, or other fees levied by ERCOT or otherwise incurred by the City as a result of providing energy service to the customer.

L~~K~~. Monthly Rate.

1. Customer Charge: $8,125~~5,615.50~~ per month.
2. Energy Charge: $0.0543 per kWh.
3. Demand Charge: $19.65 per kW per month subject to billed demand as outlined in Section P~~O~~ below.

M~~L~~. Power Cost Adjustment. The power cost adjustment charge under the above rate schedule shall be increased or decreased to reflect the application of a power cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.075.

N~~M~~. Energy Rate Rider. In addition to the charges identified in K and L, Customers shall pay the energy rate rider ($/kWh) ("ERR") for all energy consumed. The City Manager, General Manager or their respective designees are responsible for making periodic adjustments to the ERR, which will be based upon historical actual power supply costs since the implementation of the energy rate rider ~~two months of actual power supply costs~~ and six months of forecasted future costs to serve the customers in the very large commercial and industrial service class ~~and the cumulative ERR account balance~~. Changes to the ERR shall have the objective of maintaining a positive cumulative ERR account balance.

The energy rate rider shall be calculated pursuant to the following equation:

$$ERR\ (\$/kWh) = ((Power\ Costs - Energy\ Revenues) + (TAB - AAB))/TL$$

Where:

**ERR** = New Energy Rate Rider

**Power Costs** = All forecasted power supply costs for the VLC&I class during the 6-month forecast period, broken down into five components:

1. Net Settlement of VLC&I Bilateral Hedges
2. Forecasted VLC&I DAM/RT energy purchases
3. Load ratio share (LRS) portion of net settlement of existing long term PPA contracts, including:
   a. Net settlement of PPA contracts
   b. Settlement of CRR hedges
   c. REC revenues

d. Resource QSE fees and resource administrative charges.
e. PTP obligations

4. ERCOT Fees and Ancillary Services, including:
   a. Ancillary services
   b. Other ERCOT fees
   c. LRS and/or directly allocated CARD revenues.
5. Miscellaneous Costs, including:
   a. LRS and/or directly allocated allocation of purchased power consulting costs
   b. LRS and/or directly allocated allocation of ERCOT annual membership fee
   c. LRS and/or directly allocated allocation of quarterly ERO fee
   d. LRS and/or directly allocated allocation of securitization costs
   e. Any other additional unrecovered costs that are incurred to provide electric service to VLC&I customers.

**Energy Revenues** = Forecasted revenues from the energy charge for the VLC&I class during the 6-month forecast period. Equal to the energy charge multiplied by the forecasted load.

**TAB** = Target Account Balance. Equal to the highest month of forecasted energy costs for the VLC&I class in the 12 months following the rate update.

**AAB** = Actual Account Balance. Equal to the cumulative operating income from the collection of the Energy Rate Rider between inception of the ERR and the end of the operating month preceding the ERR calculation update. Operating income for historical months is defined as Energy Revenues plus ERR revenues minus Power Costs for each historical month.

**TL** = Total Load. Equal to the forecasted VLC&I energy sold during the 6-month forecast period.

~~FERR = ({[(EC + ERR) × TL] - HG/L - FHC - SM - FLH - AS)+(TAB-AAB))/TL~~

~~Where:~~

~~FERR = Future energy rate rider rounded to the nearest $0.0001/kWh. In no event shall the FERR be less than zero ($0.00)~~

~~EC = Energy charge for VLC&I class (currently at $0.05317/kWh) - subject to revision by rate ordinance~~

~~ERR = Energy rate rider in effect for the historical load period~~

~~TL = Total load =~~ ~~$\Sigma_{i=1}^{n}$~~ ~~Aggregate VLC&I Energy in kWh adjusted for distribution and transmission losses.~~

~~Where n = the number of hours in the eight month calculation period.~~

~~HG/L = Historical hedge gains or losses =~~ ~~$\Sigma_{i=1}^{n}$~~ ~~(HPi * HVi) + (HVi * (HPi - RTPi))~~

~~Where HPi = Hedge price for hour i~~

~~ALi = Actual load for the class for hour i~~

~~HVi = Hedge volume for hour i~~

~~RTPi = Real time price for the ERCOT South Load Zone~~

~~FHC = Future hedge cost =~~ ~~$\Sigma_{i=1}^{n}$~~ ~~FHVi * FHPi~~

~~Where:~~

~~FHVi = Hedged volume in hour i~~

~~FHPi = Hedge price in hour i~~

~~SMP = Spot market purchases (historic and future) =~~ ~~$\Sigma_{i=1}^{n}$~~ ~~SMPi * LMPi~~

~~Where:~~

~~SMPi = spot market purchases in hour i (can be real-time LMP or day-ahead LMP)~~

~~LMPi = LMP for the ERCOT South Load Zone in hour i~~

~~LMP means the locational marginal price~~

~~FLH = Future load hedges = $\sum_{i=1}^{n}$ FLHi * FPi~~

~~Where:~~

~~FLHi = Future forecasted load to be hedged in hour i~~

~~FPi = Future price in hour i (for future prices the imputed real-time LMP will be used) FLH and SMP are mathematically the same if there are no future hedge volumes to be traded.~~

~~AS = Ancillary service costs = $\sum_{i=1}^{n}$ ASi * TLi~~

~~Where:~~

~~ASi = Historical ancillary service costs in hour i and the forecasted ancillary service costs for hour i for future load~~

~~TLi = Total Load served, or to be served in hour i~~

~~TAB = Target account balance - the targeted energy rate rider account balance established by the City Manager, General Manager or their respective designees to stabilize the cost of wholesale power to the VLC&I rate class.~~

~~AAB = Actual account balance - the net revenues from the collection of the energy rate rider~~

The ERR ~~(and the FERR above)~~ may not be less than zero. The City Manager, General Manager or their respective designees are responsible for making periodic adjustments to the ERR.

O~~N~~. Ratcheted Demand. In the event that the ~~the~~ maximum kilowatt (kW) demand measured over a 15-minute interval, or such other interval as established by the City's metering standards, during the billing period ~~actual monthly peak demand~~ of the customer exceeds (i) 80 percent of the installed capacity or (ii) the minimum demand as defined in the Electric Service Agreement, such ~~new higher peak~~ demand shall be used to determine the billed demand and shall be applicable for a period of 12 consecutive months from the month in which ~~the highest peak~~ such demand is measured ("demand ratchet").

P~~O~~. Billed Demand. The billed demand shall be the greater of:

1. The measured maximum 15-minute (or 30-minute, as applicable) demand in kilowatts (kW) recorded during the billing period, or
2. The contract minimum demand, if applicable, or
3. The demand ratchet, if specified in Section O~~N~~ of this rate schedule.

Billed demand may be adjusted for power factor if the actual power factor falls below the threshold specified in this tariff.

~~P.~~Q. Transmission Delivery Cost Adjustment. The transmission delivery cost adjustment charge under this rate schedule shall be increased or decreased to reflect the application of a transmission delivery cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.080.

~~Q~~R. Minimum Billed Demand. The minimum demand charge shall be 80 percent of the installed capacity, or as otherwise provided in the Electric Service Agreement between customer and City.

~~R~~S. Power Factor. If the customer's power factor during a billing cycle is less than 0.95 lagging, the City may adjust the billed demand (kW) by applying a multiplier. This multiplier is calculated by dividing the target power factor (0.95) by the customer's actual power factor (which is less than 0.95). The resulting ratio will be multiplied by the billed demand for that billing cycle.

~~S~~T. Primary Voltage Discount.

"Primary Voltage" is the nominal electrical voltage of 24.9 kV / 14.4 kV, expressed as a ratio of phase-to-phase voltage over phase-to-neutral voltage, at which the City delivers three-phase medium-voltage AC power to the Point of Service, measured immediately upstream of the Customer-owned transformation equipment utilized to step down such electrical energy for final utilization.

A "Primary Voltage Customer" is a customer that receives electric service directly from City's electric distribution system at 24.9 kV / 14.4 kV.

1. Applicable to very large commercial and industrial customers that receive electric service at primary distribution voltage and that own, operate, and maintain all facilities on the customer side of the point of interconnection, including but not limited to transformation, protection, and distribution equipment.~~Applicability. Applicable to large commercial and industrial customers taking service at primary distribution voltage ("primary voltage customers").~~

2. Monthly Demand Discount Rate. The demand charge for a Primary Voltage Customer shall be reduced by $2.11 per kW of Billed Demand.~~Primary voltage customers demand rate will be reduced (credited) by $2.11/kW.~~

~~T~~U. Minimum Bill. The monthly minimum bill amount related to any customer whose load capacity is between ~~ten~~ 10,000 k~~M~~W and less than ~~51~~ 49,999 k~~M~~W shall be an amount equal to the sum of the customer charge, energy charge, the greater of the demand charge or minimum demand charge, power cost adjustment, energy rate rider, transmission delivery cost adjustment, and any other authorized charges.

V~~U~~. Sales Taxes. Sales taxes, where applicable, will be charged to Customer in addition to the above rates.

**W.** At the Termination Date of the Electric Service Agreement, Customer shall pay to City an amount equal to the sum of:

(a) any outstanding charges for the Service or other incurred costs attributable to Customer incurred through the Termination Date, plus

(b) Customer's Load Ratio Share of its contribution to the City's TCOS for the year following the Termination Date, multiplied by the then-applicable TCOS Rate. For the avoidance of doubt, since the TCOS Rate applicable to provision (b) herein is a future cost as determined by the PUCT, Customer will be responsible for such future costs in the year following the Termination Date; and

(c) all costs, losses, and expenses incurred by City arising from or related to any hedging transactions, forward energy purchases, financial instruments, or other risk management arrangements entered into by City in reliance upon the Energy Forecast(s) provided by Customer pursuant to this Agreement (collectively, **"Hedge Unwind Costs"**), including without limitation any termination costs to hedge counterparties, mark-to-market losses, termination fees, and other costs associated with the unwind, termination, or liquidation of such positions. City shall have the right, but not the obligation, to begin unwinding, terminating, or liquidating hedge positions attributable to Customer's Load upon the Termination Date. If City elects to continue providing Service following the Termination Date City may defer the unwind of hedge positions until the cessation of such continued Service. and any Hedge Unwind Costs incurred upon such deferred unwind shall remain obligations of Customer, due and payable as soon as practicable following the unwind, termination or liquidation of such positions. Any Hedge Unwind Costs so incurred shall in no event be affected or reduced by any continuation of Service under the Month-to-Month VLC&I Rate.

Nothing shall void the requirements for Customer to maintain any financial security or collateral posting until Customer's obligation to pay City for all amounts, including TCOS charges and Hedge Unwind Costs has been fully satisfied. For the avoidance of doubt, Customer's collateral and Performance Assurance obligations shall remain in full force and effect throughout any period during which Service continues under **Exhibit B** or the Month-to-Month VLC&I Rate following the Termination Date, until all amounts due under this Section 7.5 have been paid in full.

The sum of provisions (a) and (b) (the **"Termination Settlement Amount"**) and all Hedge Unwind Costs shall be due and payable in all circumstances, irrespective of the reason this Agreement is terminated or expires, the Party that seeks termination, whether or not termination is due to governmental actions, priorities, or requirements, whether this Agreement is found to be void, illegal or unenforceable, or whether the termination results from the expiration of the Term, any period beyond the Initial Term , or any period during which Service is being provided under **Exhibit B** or the Month-to-Month VLC&I Rate.

City shall invoice Customer for the amounts calculated pursuant to provision (b) (the "**Final Retail Settlement Amount**") as soon as practicable upon the establishment of the TCOS Rate by the PUCT for the year following the Termination Date. City shall invoice Customer for Hedge Unwind Costs under provision (c) as soon as practicable following the unwind, termination, or liquidation of the applicable hedge positions, and such invoices may be issued from time to time as Hedge Unwind Costs are incurred or become determinable. Notwithstanding any provision hereof to the contrary, payment of any invoice shall not affect Customer's obligation to pay subsequent invoices for amounts incurred by City pursuant to Section 7.4 or this Section 7.5 in connection with the termination or expiration of this Agreement. City may apply any cash prepayment or draw on any Performance Assurance provided by Customer toward the Termination Settlement Amount, the Final Retail Settlement Amount and the Hedge Unwind Costs.

**X. Month-to-Month Very Large Commercial & Industrial Service.** If a customer eligible for service under this section receives service without an executed electric service agreement, whether due to expiration, refusal, failure to execute, or other circumstance, the customer shall be billed under the Month-to-Month Very Large Commercial & Industrial Service rates set forth below. Such rates are intended to recover the City's costs, risks, and administrative burdens associated with serving very large load without agreed forecasting, credit support, operational controls, and wholesale market protections. Month-to-Month Very Large Commercial & Industrial Service shall continue until an electric service agreement is executed by both the City and the customer or service is otherwise terminated in accordance with this Article and the City's Rules and Regulations.

1. Customer Charge: $8,125 per month.

2. Energy Charge: $0.08755 per kWh.

3. Demand Charge: $19.65 per kW per month subject to billed demand as outlined in Section P below.

Power Cost Adjustment. The power cost adjustment charge under the above rate schedule shall be increased or decreased to reflect the application of a power cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.075.

Energy Rate Rider. In addition to the charges identified in K and L, Customers shall pay the energy rate rider ($/kWh) ("ERR") for all energy consumed.

Ratcheted Demand. In the event that the maximum kilowatt (kW) demand measured over a 15-minute interval, or such other interval as established by the City's metering standards, during the billing period of the customer exceeds (i) 80 percent of the installed capacity or (ii) the minimum demand as defined in the

Electric Service Agreement, such demand shall be used to determine the billed demand and shall be applicable for a period of 12 consecutive months from the month in which such demand is measured ("demand ratchet").

Billed Demand. The billed demand shall be the greater of:

1. The measured maximum 15-minute (or 30-minute, as applicable) demand in kilowatts (kW) recorded during the billing period, or

2. The contract minimum demand, if applicable, or

3. The demand ratchet, if specified in Section O of this rate schedule.

Billed demand may be adjusted for power factor if the actual power factor falls below the threshold specified in this tariff.

Transmission Delivery Cost Adjustment. The transmission delivery cost adjustment charge under this rate schedule shall be increased or decreased to reflect the application of a transmission delivery cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.080.

Minimum Billed Demand. The minimum demand charge shall be 80 percent of the installed capacity, or as otherwise provided in the Electric Service Agreement between customer and City.

Power Factor. If the customer's power factor during a billing cycle is less than 0.95 lagging, the City may adjust the billed demand (kW) by applying a multiplier. This multiplier is calculated by dividing the target power factor (0.95) by the customer's actual power factor (which is less than 0.95). The resulting ratio will be multiplied by the billed demand for that billing cycle.

These rates will be in effect for Customer's electric service until such time as an Electric Service Agreement is signed by both Customer and City, at which time the rates provided in Section L will apply. The City will make a good faith effort to complete its review of the Electric Service Agreement and obtain approval in a timely manner.

## Sec. 13.04.050. Electric vehicle (EV) charger service.

A. Availability.

1. Applicable to nonresidential customers operating electric vehicle charging infrastructure whose demand is equal to or greater than 500 kW but less than 2,000 kW during any billing period, as determined in accordance with Section 13.04.011.

2. This rate is available only where the customer's electric service is primarily used to supply electric vehicle charging load, as determined by the City.

3. Customers must provide submetered or equivalent data, in a form and frequency acceptable to the City, sufficient to identify electric vehicle charging load and support rate administration.

4. If a customer does not meet the requirements of this section, the City may require the customer to take service under the otherwise applicable rate schedule.

~~Available to electric vehicle charging infrastructure providers whose design load or actual usage exceeds 500 kW of peak demand, but does not exceed 2,000 kW of peak demand, within the City of Georgetown electric service area and whose uses are not covered by a specific rate schedule. Companies must share sub-metered data to qualify for this rate.~~

B. Net Monthly Rate.

1. Customer Charge: $357.35 per month.

2. Energy Charge: $0.0577 per kWh.

3. ~~D~~Demand Charge: $16.34 per kW per month, applied to Billed Demand.

   a. Billed Demand. The Billed Demand for each billing period shall be the greatest of:

      i. The customer's Demand, as defined in Section 13.04.011;

      ii. Five hundred kilowatts (500 kW); or

      iii. The Ratcheted Demand.

   b. Ratcheted Demand. The Ratcheted Demand shall be equal to 80 percent of the highest Demand recorded during the most recent twelve (12) billing periods. Once established, such Ratcheted Demand shall remain in effect for twelve (12) consecutive billing periods from the month in which the highest Demand is measured.

   c. Initial Demand Charge. For a new customer or a customer without twelve (12) months of demand history, the Billed Demand shall be the greater of the customer's Demand or the customer's Design Load, as determined by the City.~~emand Charge: $16.34 per kW per month, **(Billed on greater of actual demand OR 500 kW OR 80 percent of peak month demand over previous 12-month period). First month demand will be equal to system design demand.~~

4. Minimum Bill: $8,527.35 per month.

C. Power Cost Adjustment. The PCA charge under the above rate schedule shall be increased or decreased to reflect the application of a power cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.075.

D. Transmission Delivery Cost Adjustment. The TDCA charge under the above rate schedule shall be increased or decreased to reflect the application of a transmission delivery cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.080.

E. Sales Taxes. Sales taxes, where applicable, will be charged to the consumer in addition to the above rates.

## Sec. 13.04.055. Municipal.

A. Availability. Applicable to City-owned and operated facilities whose uses are not covered by a specific rate schedule. Service rendered under this rate is subject to the City's Rules and Regulations.

B. Net Monthly Rate.

   1. Customer Charge: $134.77 per month.

   2. Energy Charge: $0.0715 per kWh.

   3. Minimum Bill: $134.77 per month.

C. Power Cost Adjustment. The PCA charge under the above rate schedule shall be increased or decreased to reflect the application of a power cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.075.

D. Transmission Delivery Cost Adjustment. The TDCA charge under the above rate schedule shall be increased or decreased to reflect the application of a transmission delivery cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.080.

E. Sales Taxes. Sales taxes, where applicable, will be charged to the consumer in addition to the above rates.

## Sec. 13.04.060. ~~Economic development~~Power Pedestal ~~rate~~service.

A. *Availability.* This rate is available for electric service provided through temporary or permanent power pedestal installations used to supply electricity for temporary, intermittent, or seasonal uses, including but not limited to festivals, public events, and decorative lighting. This rate shall apply only where such service:

1. Is provided through pedestal-type distribution infrastructure designed to serve multiple temporary or variable loads; and
2. Is not individually metered or cannot be reasonably billed to end users under another applicable rate schedule; and
3. Does not qualify for service under any other established rate schedule based on the nature of the load, metering configuration, or customer classification, as determined by the City.

This rate is intended for unique service configurations where standard rate schedules are not practicable. The City reserves the right to determine eligibility for service under this rate.~~Applicable to entities eligible for economic development incentives from the City in the City's service territory. Service rendered under this rate is subject to the City's Rules and Regulations.~~

B. *Net Monthly Rate.*

1. Customer Charge: $0.00 per month.
2. Energy Charge: $0.1205 per kWh.
3. Minimum Bill: $0.00 per month.

~~1. Determined by contractual agreement with the City.~~

C. *Power Cost Adjustment.* The PCA charge under the above rate schedule shall be increased or decreased to reflect the application of a power cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.075.

D. *Transmission Delivery Cost Adjustment.* The TDCA charge under the above rate schedule shall be increased or decreased to reflect the application of a transmission delivery cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.080.

E. *Sales Taxes.* Sales taxes, where applicable, will be charged to the consumer in addition to the above rates.

## Sec. 13.04.065. Retail outdoor lighting service.

A. *Applicability.* This rate applies to all unmetered retail outdoor lighting services installed on the customer premises, including municipal premises.

B. *Installation and maintenance.* The customer must request in writing, and the City must approve in writing, any installation of retail outdoor lighting to be installed on the customer's premises. Further, the customer must pay for all costs associated with installation, including, but not limited to all materials, labor, and installation costs. For new installations, a customer must agree to a term of service of not less than one year. The City reserves the right in its sole discretion to refuse or discontinue service at locations where excessive maintenance or lamp replacements occur. The City will maintain all lighting facilities incidental to providing this service.

C. *Billing.* Customer shall be billed monthly for retail outdoor lighting service as set forth in the monthly rates in Subsection D. Service rendered under this rate is subject to the City's rules and regulations.

D. *Monthly rate.* High pressure sodium (HPL) lighting:

1. 100 watt HPL or equivalent—$8.50 per month, per light.
2. 200 watt HP or equivalent L—$14.50 per month, per light.
3. 250 watt HPL or equivalent—$16.70 per month, per light.
4. 400 watt HPL or equivalent—$23.50 per month, per light.

E. *Power cost adjustment.* The PCA charge under the above rate schedule shall be increased or decreased to reflect the application of a power cost adjustment per kWh of energy used or estimated, calculated in accordance with Section 13.04.075.

F. *Transmission delivery cost adjustment.* The TDCA charge under the above rate schedule shall be increased or decreased to reflect the application of a transmission delivery cost adjustment per kWh of energy used or estimated, calculated in accordance with Section 13.04.080.

G. *Sales taxes.* Sales taxes, where applicable, will be charged to the customer in addition to the above rates.

## Sec. 13.04.070. Municipal street lighting service fee.

A. Applicability. This fee applies to all residents within the corporate boundaries of the City.

B. Purpose. This fee shall pay for City-owned and operated street lighting on all dedicated public streets, highways, expressways, and thoroughfares within the City limits, from dusk to dawn, or as determined by the City in its sole discretion.

C. Monthly Fee. Streetlight fee per account within City limits: $2.40. In instances where a single account provides service to multiple units (like a master-metered property), the monthly fee shall be assessed per individual unit served by that account.

D. Service. The City will maintain all municipal street lighting facilities within the corporate boundaries of the City. Service rendered under this Section is subject to the City's rules and regulations.

## Sec. 13.04.071. Reserved.

## Sec. 13.04.075. Power cost adjustment factor.

A. *Availability.* The Power Cost Adjustment Factor (PCAF) shall be applied uniformly to the sales to all customers of the City.

B. *Calculation Method.* The purpose of this schedule is to accurately recover from City customers the cost of wholesale power purchases in excess of the base amount included in the City's electric retail rate schedules. Wholesale power purchases shall not include transmission charges, ERCOT Fees, delivery charges, and any other delivery fees necessary. Wholesale power purchases shall include but are not limited to fuel charges and substation charges. All wholesale power cost realized above the base amount shall be billed by the City on its monthly bills as a power cost adjustment, determined in accordance with the provisions set forth below. Periodically, the City will compare the total amount of power cost adjustment revenue to the actual energy costs and adjust the power cost adjustment factor (PCAF). The General Manager of the Utility is responsible to set the PCAF to recover the shortfall from customers or to refund the excess to customers and will report the financial status of the electric fund to the Council on a quarterly basis.

The formula for calculation of the power cost adjustment factor is as follows:

$$PCAF = \frac{WC - (P)(K) - CF}{S}$$

C. *Definitions.*

PCAF = Power cost adjustment ($ per kWh) rounded to the nearest $0.0001/kWh

WC = Total cost of power, not including transmission charges, ERCOT Fees, and delivery charges purchased by the City from its supplier for the immediately preceding wholesale billing period ($).

(P) = Total energy (kWh) purchased by the City from its supplier for the immediately preceding wholesale billing period (kWh).

(S) = Total estimated sales (kWh) to City customers for the current City billing period (kWh).

(K) = Base wholesale power cost included in the City's retail electric rate schedules.

CF = Correction factor adjustment to be applied in the current City billing period to provide for correction of the variance between power cost adjustment expenses which should have been recovered and actual power cost adjustment revenues received for the immediately preceding City billing period prior to the current City billing period ($).

The formula for calculation of the correction factor (CF) is as follows:

CF = (A) - (B)

Where:

(A) = The actual power cost adjustment revenues in dollars received from power cost adjustment for the immediately preceding City billing period.

(B) = The actual wholesale power cost not including transmission, ERCOT, congestion charges and other fees associated with delivery in dollars paid by the City in excess of the base amount of wholesale power cost included in the City's electric retail rate schedules for the second preceding wholesale billing record.

## Sec. 13.04.080. Transmission delivery cost adjustment factor.

A. *Availability.* The Transmission Delivery Cost Adjustment Factor (TDCAF) shall be applied uniformly to the sales to all customers of the City, except sales made to guard light or municipal streetlight services.

B. *Calculation Method.* The purpose of this schedule is to accurately recover from City customers the cost of the transmission and delivery of wholesale power purchases in excess of the base amount included in the City's electric retail rate schedules. Transmission and delivery shall include but is not limited to transmission charges, ERCOT Fees, delivery charges, and any other delivery fees necessary. All transmission delivery cost realized above the base amount shall be billed by the City on its monthly bills as a transmission delivery adjustment, determined in accordance with the provisions set forth below. Periodically, the City will compare the total amount of transmission delivery adjustment revenue to the actual transmission delivery costs and adjust the TDCAF. The General Manager of the Utility is responsible to set the TDCAF to recover any shortfall from customers and refund any excess to customers.

The formula for calculation of the transmission delivery adjustment factor is as follows:

$$TDCAF = \frac{TC - (P)(K) - CF}{S}$$

C. *Definitions.*

TDCAF = Transmission delivery cost adjustment ($ per kWh) rounded to the nearest $0.0001/kWh.

TC = Total estimated transmission delivery cost including but not limited to transmission charges, ERCOT Fees, congestion fees, ancillary costs, QSE fees and any other costs associated with delivery of wholesale power purchased by the City from its supplier for the immediately preceding wholesale billing period ($).

(P) = Total energy (kWh) purchased by the City from its suppliers for the immediately preceding wholesale billing period (kWh).

(S) = Total estimated sales (kWh) to City customers for the current City billing period (kWh).

(K) = Base transmission delivery cost included in the City's retail electric rate schedules ($0.0048 per kWh).

CF = Correction factor adjustment to be applied in the current City billing period to provide for correction of the variance between transmission delivery adjustment expenses which should have been recovered and actual transmission delivery adjustment revenues received for the immediately preceding City billing period prior to the current City billing period ($).

The formula for calculation of the correction factor (CF) is as follows:

CF = (A) - (B)

Where:

(A) = The actual transmission delivery adjustment revenues in dollars received from transmission delivery cost adjustment for the immediately preceding City billing period.

(B) = The actual transmission delivery costs in dollars paid by the City in excess of the base amount of transmission delivery cost included in the City's electric retail rate schedules for the second preceding wholesale billing record.

## **Sec. 13.04.081.** ~~Reserved.~~ Curtailment, interruption of service, and ERCOT-related charges

A. No Guarantee of Uninterrupted Service. Electric service is provided subject to the availability of supply and system conditions. The City does not guarantee an uninterrupted supply of electric service.

B. Curtailment and Interruption Authority. The City reserves the right to curtail, reduce, or interrupt delivery of electric service to any customer, in whole or in part (each, a "curtailment event"), under any of the following circumstances:

1. In response to directives, protocols, or emergency actions issued by the Electric Reliability Council of Texas (ERCOT) or other applicable reliability authority due to system reliability needs;
2. During events of force majeure;
3. During unplanned outages, including but not limited to failure of transmission or distribution facilities, equipment malfunction, forced outages, or damage to infrastructure; or
4. During planned outages or maintenance activities.

All customers served by the City are subject to curtailment events.

C. Force majeure. "Force majeure" means an event or circumstance that:

1. Prevents a party from performing its obligations under this Article;
2. Is beyond the reasonable control of such party;
3. Was not reasonably foreseeable, or if foreseeable could not have been avoided through the exercise of due diligence;
4. Is not the result of such party's negligence or fault; and
5. Cannot be overcome or avoided through the exercise of due diligence.

D. Customer Compliance. Customers shall comply with all curtailment or interruption directives issued by the City during a curtailment event, including directives to reduce load, cease usage, or otherwise modify consumption as directed.

E. Liability for Non-Compliance. A customer who fails to comply with curtailment directives shall be responsible for any costs, charges, penalties, or liabilities incurred by the City as a result of such non-compliance, including but not limited to ERCOT uplift charges, securitization charges, settlement charges, penalties, fines, or other market-related costs imposed directly or indirectly on the City.

F. ERCOT settlement amounts and cost responsibility. All customers shall be responsible for costs and expenses incurred by the City associated with providing electric service that are attributable to such customer's load, including but not limited to: ERCOT settlement costs; sub-QSE fees; load ratio share charges; ERCOT administrative fees; Electric Reliability Organization fees; uplift charges to load; ancillary service costs; ERCOT miscellaneous invoices; and any other charges, fees, or costs assessed by ERCOT or any governmental authority (collectively, "ERCOT settlement amounts").

Such costs may include verifiably documented incremental administrative or procurement costs incurred by the City in serving the customer's load. Customers shall also be responsible for costs associated with energy usage that exceeds the customer's designated or reasonably expected load characteristics, including any additional costs incurred by the City to procure energy or ancillary services.

G. Market risk acknowledgment. Customers acknowledge that wholesale electric markets, including the ERCOT market, are subject to price volatility and regulatory change. Such risks may include, but are not limited to, exposure to day-ahead and real-time market prices, changes in ERCOT protocols or pricing structures, transmission constraints, generation availability, weather-related conditions, and changes in regulatory or market requirements. The City does not control such conditions and shall not be responsible for impacts to customer costs resulting from such conditions.

H. Disconnection for Non-Compliance. The City shall have the right to disconnect or otherwise limit electric service to enforce compliance with curtailment directives.

I. Limitation of Liability. The City shall not be liable for any damages resulting from curtailment, interruption, disconnection of service, or market-related costs. Customers shall not be relieved of their obligation to pay for electric service and associated charges during a curtailment event.

J. Governmental authority. "Governmental authority" means any federal, state, local, or municipal government, or any governmental, quasi-governmental, regulatory, or administrative agency, commission, or authority, including but not limited to ERCOT, the Public Utility Commission of Texas (PUCT), the Federal Energy Regulatory Commission (FERC), the North American Electric Reliability Corporation (NERC), or the Texas Reliability Entity.

### Sec. 13.04.082. ~~Reserved.~~ Customer responsibility for interference and damage to electric system.

A. Customer responsibility for system impacts. Customers shall operate their equipment and facilities in a manner that does not cause voltage fluctuations, disturbances, harmonics, waveform distortion, interference, or other conditions that adversely affect the City's electric system, other customers, or telecommunication facilities.

B. Determination of interference. If the City determines that a customer's equipment or operations are causing or contributing to such conditions, and such conditions are reasonably identified, documented, and capable of verification, the City may require the customer to take corrective action.

C. Corrective action required. The City may require the customer, at the customer's sole cost and expense, to install, operate, and maintain equipment or take other measures necessary to eliminate or mitigate such conditions, including but not limited to power conditioning equipment, filtering devices, or other corrective apparatus.

D. Failure to correct. If the customer fails to take corrective action within a reasonable period after notice from the City, the City shall have the right to take such actions as it deems necessary to protect the electric system and other customers, including but not limited to:

1. Implementing operational restrictions;
2. Temporarily disconnecting or limiting electric service; or
3. Undertaking corrective measures directly.

The customer shall be responsible for all expenses incurred by the City in connection with such actions.

E. Immediate disconnection for safety. The City may disconnect electric service immediately and without prior notice if the customer's equipment or operations create conditions that pose an imminent threat to the safety of persons, the integrity of the electric system, or the protection of property.

F. Limitation of liability. The City shall not be liable for any damages resulting from actions taken under this section.

## Sec. 13.04.083. Demand response and third-party load commitments.

A. Applicability. This section applies to customers served under the Large Commercial and Industrial, Very Large Commercial and Industrial, or any electric service agreement rate or service arrangement, and to any other customer whose load the City determines may affect wholesale power supply, ERCOT settlement, system reliability, or City resource obligations.

~~A.~~ City Consent Required.: -Customer shall not enroll in, participate in, or otherwise commit Load served under this Agreement to any Demand Response Program, including (i) current or future ERCOT programs as a Load Resource or Controllable Load Resource, or in Emergency Response Service or (ii) other third-party demand response programs without the prior written consent of City, which consent City may withhold in its sole discretion..

B.

a. Maximum Permissible Load Participation. To the extent that City consents to Customer's participation in ERCOT or other third-party Demand Response Programs, Customer shall obtain the required authorization and approval from the City at least annually, including the Non-Opt-In Entity ("**NOIE**") form or the appropriate authorization from the City, to participate in any demand-side management or load-provided service programs offered by ERCOT or any other third party, and City will determine, in its sole discretion, the maximum permissible participation by Customer in such programs under this Agreement ("**Maximum Permissible Load Participation**"). City has the right to withdraw attestation of NOIE authorization or its approval of participation in any DR program or adjust the Maximum Permissible Load Participation at any time. Customer shall be responsible for all metering and QSE requirements in connection with such programs and shall comply with the requirements for participation in such programs
b. Customer shall be solely responsible for all liabilities, costs, expenses and penalties in connection with Customer's participation in these programs.

C. Customer Minimum Load.

a. Customer shall be required to maintain a minimum base Load (the "Customer Minimum Load"), which represents the Customer's load shed obligations to meet their portion of the City's overall load shed obligations.. This amount of Load may not be eligible to participate in DR Programs, as the Load must be available to shed during ERCOT emergency events. The Customer Minimum Load amount may be updated by the City in its sole discretion. If Customer use falls below any

Customer Minimum Load, City reserves the right to assess penalties Notwithstanding the foregoing, the Parties recognize that the foregoing minimum load requirement of Customer during emergency events is subject to actual ERCOT Protocols and Applicable Law at the time of the event, which ERCOT and any other Governmental Authority may revise from time to time, and Customer agrees to comply with the actual ERCOT Protocols and Applicable Law at the time of the event and any applicable revisions to the ERCOT Protocols or Applicable Law. City and Customer will comply with all emergency load shedding obligations imposed by ERCOT, Applicable Law and any Change in Law related to the provision of retail electric service to Customer.

b. Customer shall maintain any Customer Minimum Load at all times (24/7/365) until instructed by City for interruption to meet a load shed requirement. If Customer fails to maintain its Customer Minimum Load at any time during an ERCOT settlement interval in which a Customer Minimum Load is required, then Customer shall pay as a liquidated remedy for such failure, within thirty (30) days of notification of violation by City, a deficiency amount for the deficiency period which shall be measured as the difference between (x) the Customer Minimum Load and (y) the lowest actual Customer Load during such settlement interval, times the ERCOT HCAP, summed for all affected settlement intervals during the applicable payment period. The Customer Minimum Load shall be measured at the Point of Service..

D. Interruption of Service and Participation in DR Programs. City shall have the right in its sole discretion to curtail or interrupt Service to Customerwithout liability to Customer for any reason, including but not limited to Customer's inability to participate and perform in DR Programs during such curtailment.

E. Conditions of Consent. The City may condition consent on metering, telemetry, operational controls, scheduling protocols, communication requirements, financial assurance, indemnity, or other requirements necessary to protect the City, its customers, and the electric system.

F. Customer Responsibility. A customer that participates in a demand response program without City consent, or fails to comply with conditions of consent, shall be responsible for all costs, charges, penalties, settlement amounts, losses, or liabilities incurred by the City arising from such participation or failure.

G. City Curtailment Rights Preserved. Participation in any demand response program shall not limit the City's right to curtail, interrupt, reduce, or disconnect service in accordance with this Article, the City's Rules and Regulations, ERCOT requirements, or the customer's electric service agreement. ~~Reserved.~~

## Sec. 13.04.084. Energy efficiency and energy conservation fee.

A. Availability. This monthly fee will be charged to all electric meters for all rate classes.

B. Monthly Rate.

| Rate Class | Fee |
|---|---|
| Residential | $1.00 |
| Net Energy Metering—Residential | $1.00 |
| Small General | $1.00 |
| Net Energy Metering—Small General | $1.00 |
| School | $5.00 |
| Municipal Water and Wastewater Pumping | $5.00 |

| | |
|---|---|
| Municipal | $5.00 |
| Large General | $10.00 |
| Commercial & Industrial | $15.00 |
| Large Commercial & Industrial | $25.00 |
| Very Large Commercial & Industrial | $25.00 |

C. Sales taxes. Sales taxes, where applicable, will be charged to the consumer in addition to the above fee.

D. Use of Funds. Use of funds collected from the energy efficient and energy conservation fee, including all funds previously collected pursuant to this Section, shall be limited to energy efficiency and conservation program costs, activities, and financial incentives, including, but not limited to the following:

1. Program Design and Administration Costs.

   a. Staffing and Administrative Costs. Salaries and benefits for program managers, coordinators, analysts, and administrative support personnel, along with the associated administrative costs to support such personnel.

   b. Consulting Fees. Costs for hiring external consultants or firms to assist with program design, evaluation, and implementation.

2. Incentives and Rebates.

   a. Direct Incentives. Payments or rebates provided to consumers, businesses, or utilities for adopting certain energy-efficient technologies or practices.

   b. Equipment. Costs for purchasing and dispersing certain energy-efficient appliances to certain customers.

3. Marketing and Outreach Costs.

   a. Public Awareness Campaigns. Costs associated with advertising, media outreach, and educational materials to promote energy efficiency among consumers and businesses.

   b. Workshops and Training. Expenses related to organizing workshops, seminars, and training sessions for stakeholders related to energy-saving practices.

4. Evaluation and Measurement Costs.

   a. Impact Evaluation. Costs associated with conducting studies or evaluations to measure the effectiveness and outcomes of energy efficiency programs.

   b. Data Collection. Expenses for collecting and analyzing data related to energy consumption, savings, and program participation.

5. Regulatory and Compliance Costs. Fees or costs associated with regulatory filings, compliance reporting, and meeting regulatory requirements set by state or local authorities.

6. Long-Term Maintenance and Monitoring Costs. Costs associated with ongoing maintenance, monitoring, and evaluation of installed energy-efficient measures or technologies.

## Sec. 13.04.085. Reserved.

## Sec. 13.04.090. Reserved.

## Secs. 13.04.095, 13.04.100. Reserved.

# City of Georgetown, Texas
# Electric Utility Advisory Board
# June 18, 2026

SUBJECT:
Governor Greg Abbott's Data Center Directives

SUGGESTED ACTION:
Discussion of State of Texas Data Center Directives Issued by Governor Greg Abbott to PUC and ERCOT -- Daniel Bethapudi, Electric Utility General Manager

ITEM SUMMARY:

FINANCIAL IMPACT:

SUBMITTED BY:
Rene Bywater-Barajas, Electric Department

ATTACHMENTS:
PUC-ERCOT on Data Center DirectivesÂ Presentation.pdf

# PUC/ERCOT ON DATA CENTER DIRECTIVES
# *Gov. Greg Abbott*

**DANIEL BETHAPUDI |** *Electric Utility General Manager*

GEORGETOWN
TEXAS

GOVERNOR GREG ABBOTT

June 10, 2026

Mr. Thomas Gleeson
Chairman
Public Utility Commission of Texas
P.O. Box 13326
Austin, Texas 78711-3326

Mr. Pablo Vegas
President and Chief Executive Officer
Electric Reliability Council of Texas
8000 Metropolis Drive, Building E, Suite 100
Austin, Texas 78744

Dear Chairman Gleeson and Chief Executive Officer Vegas:

Texas has enjoyed extraordinary economic success that has spurred unprecedented j
attracted more businesses than any other state. Due to Texas' success, it has becom
business development, including data centers. The rapid scale of data center develo
oversight to ensure everyday Texans are not burdened with the costs of infrastruc
data center expansion, and to ensure that as data centers interconnect to the Elec
Council of Texas (ERCOT) grid, residential electric bills are not negatively affected
any data center development does not come at the cost of Texans and our local c
direct:

- The Public Utility Commission of Texas (PUC) to take action to ensure th
interconnections will result in reduced residential electrical bills; and
- The PUC to take action to require data centers to pay for all of their electric
costs to ensure that no residential ratepayer is burdened by those costs; and
- The PUC and ERCOT to review their existing authorities and to identify nec
that can be taken under those authorities to safeguard Texans, their property,

As you well know, Senate Bill 6 took meaningful steps to balance economic growth
interests by requiring large loads, including data centers, interconnecting to the Te
grid to meet significant financial, planning, and operational standards that sup



Dear Chairman Gleeson and Chief Executive Officer Vegas:

Texas has enjoyed extraordinary economic success that has spurred unprecedented job growth and attracted more businesses than any other state. Due to Texas' success, it has become a magnet for business development, including data centers. The rapid scale of data center development requires oversight to ensure everyday Texans are not burdened with the costs of infrastructure driven by data center expansion, and to ensure that as data centers interconnect to the Electric Reliability Council of Texas (ERCOT) grid, residential electric bills are not negatively affected. To guarantee any data center development does not come at the cost of Texans and our local communities, I direct:

- The Public Utility Commission of Texas (PUC) to take action to ensure that data centers' interconnections will result in reduced residential electrical bills; and
- The PUC to take action to require data centers to pay for all of their electric infrastructure costs to ensure that no residential ratepayer is burdened by those costs; and
- The PUC and ERCOT to review their existing authorities and to identify necessary actions that can be taken under those authorities to safeguard Texans, their property, and resources.

As you well know, Senate Bill 6 took meaningful steps to balance economic growth and consumer interests by requiring large loads, including data centers, interconnecting to the Texas electricity grid to meet significant financial, planning, and operational standards that support long-term

Chairman Gleeson and Chief Executive Officer Vegas
June 10, 2026
Page 2

system reliability. However, more must be done to protect Texans, which is why I am implementing these directives that include this review.

When the PUC and ERCOT conduct this review, they shall take into consideration measures to prevent data centers from shifting development risks and costs onto Texans, to require sustainable resource management, and to minimize adverse impacts on local communities. The PUC and ERCOT shall submit a joint memorandum no later than July 17, 2026, to the Office of the Texas Governor, summarizing actions taken under existing authority, identifying statu
and recommending legislative proposals necessary to implement these objectives

The PUC shall initiate action to reduce residential ratepayer transmission costs by

In addition, I pledge to work with the legislature next session to:

- Codify the PUC's actions to require data centers to pay for their own elect
costs, resulting in lower residential ratepayer costs; and
- Ensure data centers add to Texas' electric capacity, not just its electric den
- Require that all new data centers be built with water-efficient technologies
loop cooling systems; and
- Require large data centers to annually report electricity and water usage
and
- Repeal sales tax exemptions and other outdated or unnecessary incentives
and
- Require data centers to reduce impacts on local communities by im
practices such as setbacks, noise-reduction technology, and other measur
account the concerns of neighbors.

As Texas continues to welcome innovation and investment, we must ensu
strengthens our people and their quality of life without placing undue burdens on Texans and local communities.

Sincerely,

Greg Abbott
Governor

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When the PUC and ERCOT conduct this review, they shall take into consideration measures to prevent data centers from shifting development risks and costs onto Texans, to require sustainable resource management, and to minimize adverse impacts on local communities. The PUC and ERCOT shall submit a joint memorandum no later than July 17, 2026, to the Office of the Texas Governor, summarizing actions taken under existing authority, identifying statutory limitations, and recommending legislative proposals necessary to implement these objectives.

The PUC shall initiate action to reduce residential ratepayer transmission costs by July 31, 2026.

Chairman Gleeson and Chief Executive Officer Vegas
June 10, 2026
Page 2

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Sincerely,

Greg Abbott
Governor

In addition, I pledge to work with the legislature next session to:

- Codify the PUC's actions to require data centers to pay for their own electric infrastructure costs, resulting in lower residential ratepayer costs; and
- Ensure data centers add to Texas' electric capacity, not just its electric demand; and
- Require that all new data centers be built with water-efficient technologies such as closed-loop cooling systems; and
- Require large data centers to annually report electricity and water usage data to the PUC; and
- Repeal sales tax exemptions and other outdated or unnecessary incentives for data centers; and
- Require data centers to reduce impacts on local communities by implementing best practices such as setbacks, noise-reduction technology, and other measures that take into account the concerns of neighbors.

As Texas continues to welcome innovation and investment, we must ensure that growth strengthens our people and their quality of life without placing undue burdens on Texans and local communities.

# City of Georgetown, Texas
# Electric Utility Advisory Board
# June 18, 2026

SUBJECT:
Cybersecurity Update

SUGGESTED ACTION:
Sec. 551.089 Deliberation Regarding Security Devises or Security Updates

ITEM SUMMARY:

FINANCIAL IMPACT:

SUBMITTED BY:
Pam Cofer, Electric Department

ATTACHMENTS:

N/A

# City of Georgetown, Texas
# Electric Utility Advisory Board
# June 18, 2026

SUBJECT:
Certain Public Power Utilities: Competitive Matters

SUGGESTED ACTION:
Sec. 551.086: Certain Public Power Utilities: Competitive Matters - Purchase Power Review

ITEM SUMMARY:

FINANCIAL IMPACT:

SUBMITTED BY:
Pam Cofer, Electric Department

ATTACHMENTS:

N/A

# City of Georgetown, Texas
# Electric Utility Advisory Board
# June 18, 2026

SUBJECT:
Risk Management Policy Update

SUGGESTED ACTION:
Sec. 551.086: Certain Public Power Utilities: Competitive Matters - Risk Management Policy Update Review

ITEM SUMMARY:

FINANCIAL IMPACT:

SUBMITTED BY:
Pam Cofer, Electric Department

ATTACHMENTS:

N/A