

PROJECT NO. 22187

RULEMAKING TO ESTABLISH	§	PUBLIC UTILITY COMMISSION
TERMS AND CONDITIONS OF	§	
TRANSMISSION AND	§	OF TEXAS
DISTRIBUTION UTILITIES'	§	
RETAIL DISTRIBUTION SERVICE	§	

**PROPOSAL FOR PUBLICATION TO AMEND §25.214 AND THE
TARIFF FOR RETAIL DELIVERY SERVICE**

The Public Utility Commission of Texas (commission) proposes an amendment to §25.214 relating to Terms and Conditions of Retail Distribution Service Provided by Investor Owned Transmission and Distribution Utilities. The proposed amendment modifies the effective date of the tariff in subsection (d) and is otherwise limited to changes to the pro-forma tariff (Tariff for Retail Delivery Service). Specifically, amendments to section 4.11.1 and section II of Appendix A, Agreement between Company and Competitive Retailer Regarding Terms and Conditions of Delivery of Electric Power and Energy (delivery service agreement form), as adopted by reference with §25.214, are necessary to conform section II of the delivery service agreement form with the language of pro-forma tariff section 4.11.1. Section 25.214, as recently adopted, implements the Public Utility Regulatory Act, Texas Utilities Code Annotated §39.203 (Vernon 1998, Supplement 2001) (PURA), as it relates to the establishment of non-discriminatory terms and conditions of retail distribution service, including the service provided to a retail customer at transmission voltage, provided by a transmission and distribution utility. The rulemaking to effect these amendments will proceed under Project Number 22187.

The proposed amendment to pro-forma tariff section 4.11.1 and Appendix A, section II is available under Project Number 22187 in the commission's Central Records office and at the commission's website.

Parties have raised the issue of how to proceed in the interim period, before this amendment is effected, for purposes of signing pilot project delivery service agreements. Because the commission certainly intended that the delivery service agreement (Appendix A) would reflect the language adopted in the body of the tariff, parties should embody the language and options of section 4.11.1 in their pilot project delivery service agreements.

Evan Farrington, attorney, Policy Development Division, has determined that for each year of the first five-year period the proposed amendment is in effect there will be no fiscal implications for state or local government as a result of enforcing or administering the section.

Mr. Farrington has also determined that for each year of the first five years the proposed amendment is in effect the public benefit anticipated as a result of enforcing the section will be increased competition in the sale of electric power to retail customers. Furthermore, there will be no adverse economic effect on small businesses or micro-businesses as a result of enforcing this section. There may be economic costs to persons who are required to comply with the proposed section as originally adopted; however, the proposed amendment will not affect these costs. These costs are likely to vary from business to business, and are

difficult to ascertain. It is believed that the benefits accruing from implementation of the proposed section will outweigh these costs.

Moreover, Mr. Farrington has determined that for each year of the first five years the proposed section is in effect there should be no effect on a local economy, and, therefore, no local employment impact statement is required under Administrative Procedure Act §2001.022.

The commission seeks comments on the proposed amendments from interested persons. Comments should be organized in a manner consistent with the organization of the proposed amendment.

Comments on the proposed amendment (16 copies) may be submitted to the Filing Clerk, Public Utility Commission of Texas, 1701 North Congress Avenue, PO Box 13326, Austin, Texas 78711-3326, within 14 days after publication. The commission invites specific comments regarding the costs associated with, and benefits that will be gained by, implementation of the proposed amendments. The commission will consider the costs and benefits in deciding whether to adopt these amendments. All comments should refer to Project Number 22187.

Unless specifically requested as detailed in Texas Government Code §2001.029, commission staff does not plan to conduct a public hearing on this rulemaking.

This amendment is proposed under the Public Utility Regulatory Act, Texas Utilities Code Annotated §14.002 (Vernon 1998, Supplement 2001) (PURA), which provides the Public Utility Commission with the authority to make and enforce rules reasonably required in the exercise of its powers and jurisdiction. The commission also proposes this amendment pursuant to PURA §39.203, which grants the commission authority to establish reasonable and comparable terms and conditions for open access on distribution facilities for all retail electric utilities offering customer choice, and comparable rates for open access for all retail electric utilities offering customer choice.

Cross Reference to Statutes: PURA §14.002 and §39.203.

§25.214. Terms and Conditions of Retail Delivery Service Provided by Investor Owned Transmission and Distribution Utilities.

(a) – (c) (No change.)

(d) **Pro-forma Retail Delivery Tariff.** The commission adopts by reference the form "Tariff for Retail Delivery Service," effective date of ~~December 13, 2000~~ March 7, 2001. This form is available in the commission's Central Records division and on the commission's website at www.puc.state.tx.us.

This agency hereby certifies that the proposal has been reviewed by legal counsel and found to be within the agency's authority to adopt.

**ISSUED IN AUSTIN, TEXAS ON THE 9th DAY OF MARCH 2001 BY THE
PUBLIC UTILITY COMMISSION OF TEXAS
RHONDA G. DEMPSEY**

TARIFF FOR RETAIL DELIVERY SERVICE

Chapters 1 - 3 (No change.)

Chapter 4: 4.1 – 4.10 (No change.)

4.11.1 NOTIFICATION OF INTERRUPTIONS, IRREGULARITIES, AND SERVICE REQUESTS

Competitive Retailer shall be responsible for informing its Retail Customers how to report interruptions, irregularities, outages, and service requests. Competitive Retailer shall meet this obligation in one of three ways:

- (1) Competitive Retailer may direct Retail Customers to call the Competitive Retailer for such reporting or requests and electronically forward outage information to the Company. Such arrangements shall ensure that all necessary information is communicated in a manner such that Company can respond to requests in a timely fashion and that Competitive Retailers are kept informed of the status of restoration efforts and service requests;
- (2) Competitive Retailer may direct Retail Customer to call Competitive Retailer for such reporting or requests and then forward the call to Company; or
- (3) Competitive Retailer may direct Retail Customers to directly call Company to make such reports or requests. ~~Company will make available a toll-free telephone number for purposes of this option.~~

Competitive Retailer choosing option (1) must ensure that all necessary information is electronically communicated to Company in a timely manner using the appropriate SET protocol so as not to unnecessarily delay Company's response. The data necessary includes the following information:

- (1) Customer name, and if different, contact name;
- (2) Contact phone number;
- (3) ESI ID;
- (4) Service address (including City and zip code) and directions to location when necessary; and
- (5) Description of problem.

A Competitive Retailer choosing option (2) shall ensure that calls are properly forwarded to a Company supplied toll free telephone number (or numbers). A Competitive Retailer choosing option (3) shall provide Retail Customers, in accordance with the Commission's customer protection rules, with the Company supplied toll free telephone number (or numbers) and indicate that Retail Customer should call the appropriate ~~this~~ number for the purposes of reporting interruptions, irregularities, outages, and making service requests. A Competitive Retailer choosing option (2) or (3) shall be required to provide Company with the information needed to verify Retail Customers' identity (name, address, and home phone number) for a particular Point of Delivery served by Competitive Retailer and to continually provide Company updates of such information.

A Competitive Retailer choosing option (2) or (3) shall make arrangements with the Company to pre-authorize any service requests for which the Company will invoice the Competitive Retailer before such requests are performed. A Competitive Retailer who does not make other arrangements shall be deemed to have pre-authorized all service requests from retail customers. Company shall not act in a discriminatory manner in making such arrangements with Competitive Retailers.

Competitive Retailer shall designate in the Delivery Service Agreement (Appendix A to the pro-forma tariff) which of the options it will select as its primary method for ~~of~~ reporting interruptions, irregularities, outages, and for making service repair requests. Nothing in this section is meant to restrict a Competitive Retailer who has

chosen to utilize option (1) or (2) for the majority of their Retail Customers to allow a Retail Customer with special needs to directly contact the Company if agreed to by the Competitive Retailer and Retail Customer, provided that Competitive Retailer abides by the above conditions of choosing option (3) for that Retail Customer.

Company shall notify Competitive Retailers choosing option (2) or (3) of any change in the Company supplied telephone number (or numbers) 60 days in advance of such change.

Chapter 4: 4.11.2 (No change.)

Chapters 5 - 6 (No change.)

APPENDIX A

AGREEMENT BETWEEN COMPANY AND COMPETITIVE RETAILER REGARDING TERMS AND CONDITIONS OF DELIVERY OF ELECTRIC POWER AND ENERGY (DELIVERY SERVICE AGREEMENT)

I. (No change)

II. DESIGNATION OF OUTAGE REPORTING CONTACT FOR REPORTING OF OUTAGES, INTERRUPTIONS, IRREGULARITIES, AND FOR MAKING SERVICE REQUESTS

*Please place a check on the line beside the option selected. *These options and attendant duties are discussed in pro-forma tariff section 4.11.1.*

_____ Competitive Retailer will direct Retail Customers to call Competitive Retailer to report outages, interruptions, irregularities and to make service requests and will then electronically forward such information to Company.

_____ Competitive Retailer will ~~directserve as initial point of contact for~~ Retail Customers to call Competitive Retailer to report outages, interruptions,

irregularities and to make service requests and will then forward such ~~outage reporting~~ calls ~~from Retail Customers~~ to Company at the following toll-free number(s):

1-800-XXX-XXXX (insert call type, e.g., outages, interruptions, irregularities)

1-800-XXX-XXXX (insert call type, e.g., service requests)

~~Competitive Retailer will provide and update Company with Retail Customer information as required under the Tariff~~

— Competitive Retailer will direct Retail Customers to directly call or contact Company to report outages, interruptions, irregularities and to make service requests ~~for purposes of outage reporting and will provide and update Company with Retail Customer information as required under the Tariff.~~ Competitive Retailer will provide Retail Customer with the following company supplied toll-free number(s) for purposes of making such reports and requests ~~outage reporting.~~

1-800-XXX-XXXX (insert call type, e.g., outages, interruptions, irregularities)

1-800-XXX-XXXX (insert call type, e.g., service requests)

III. – V. (No change.)