

Figure: 16 TAC §25.214(d)(1)

|

**TARIFF
FOR
RETAIL DELIVERY SERVICE**

(Company Name)

TABLE OF CONTENTS

CHAPTER 1: DEFINITIONS	7
CHAPTER 2: DESCRIPTIONS OF COMPANY’S CERTIFIED SERVICE AREA	14
CHAPTER 3: GENERAL SERVICE RULES & REGULATIONS	15
3.1. APPLICABILITY	15
3.2 GENERAL	15
3.3 DESCRIPTION OF SERVICE.....	15
3.4 CHARGES ASSOCIATED WITH DELIVERY SERVICE	16
3.5 AVAILABILITY OF TARIFF.....	16
3.6 CHANGES TO TARIFF	16
3.7 NON-DISCRIMINATION.....	16
3.8 FORM OF NOTICE	17
3.9 DESIGNATION OF COMPANY CONTACT PERSONS FOR MATTERS RELATING TO DELIVERY SERVICE	17
3.10 INVOICING TO STATE AGENCIES	17
3.11 GOVERNING LAWS AND REGULATIONS	18
3.12 GOOD-FAITH OBLIGATION	18
3.13 QUALITY OF DELIVERY SERVICE	18
3.14 COOPERATION IN EMERGENCIES.....	18
3.15 SUCCESSORS AND ASSIGNS.....	18
3.16 EXERCISE OF RIGHT TO CONSENT	18
3.17 WAIVERS.....	19
3.18 <u>NON-BUSINESS DAY DESIGNATIONS</u>.....	19
<u>3.19 PUBLIC SERVICE NOTICE</u>.....	19
<u>3.20 HEADINGS.....</u>	19

CHAPTER 4: SERVICE RULES AND REGULATIONS RELATING TO ACCESS TO DELIVERY SYSTEM OF COMPANY BY COMPETITIVE RETAILERS.....20

4.1 GENERAL SERVICE RULES AND REGULATIONS..... 20

4.1.1 APPLICABILITY OF CHAPTER..... 20

4.1.2 REQUIRED NOTICE..... 20

4.2 LIMITS ON LIABILITY 20

4.2.1 LIABILITY BETWEEN COMPANY AND COMPETITIVE RETAILERS 20

4.2.2 LIMITATION OF DUTY AND LIABILITY OF COMPETITIVE RETAILER..... 21

4.2.3 DUTY TO AVOID OR MITIGATE DAMAGES 21

4.2.4 FORCE MAJEURE 21

4.2.5 EMERGENCIES AND NECESSARY INTERRUPTIONS 21

4.2.6 LIMITATION OF WARRANTIES BY COMPANY 22

4.3 SERVICE 22

4.3.1 ELIGIBILITY 22

4.3.2 INITIATION OF DELIVERY SYSTEM SERVICE (SERVICE CONNECTION)..... 23

4.3.2.1 INITIATION OF DELIVERY SYSTEM SERVICE WHERE CONSTRUCTION SERVICES ARE NOT REQUIRED 23

4.3.2.2 INITIATION OF DELIVERY SYSTEM SERVICE WHERE CONSTRUCTION SERVICES ARE REQUIRED 23

4.3.3 REQUESTS FOR DISCRETIONARY SERVICES INCLUDING CONSTRUCTION SERVICES.....24

4.3.4 CHANGING OF DESIGNATED COMPETITIVE RETAILER 25

4.3.5 SWITCHING FEE..... 25

4.3.6 IDENTIFICATION OF THE PREMISE AND SELECTION OF RATE SCHEDULES 25

4.3.7 PROVISION OF DATA BY COMPETITIVE RETAILER TO COMPANY..... 26

4.3.8 SUSPENSION OF DELIVERY SERVICE 27

4.3.8.1 SUSPENSIONS WITHOUT PRIOR NOTICE 27

4.3.9 CRITICAL CARE/CRITICAL LOAD CUSTOMER DESIGNATION 27

4.3.9.1 CRITICAL CARE RESIDENTIAL STATUS 27

4.3.9.2 CRITICAL CARE INDUSTRIAL CUSTOMER OR CRITICAL LOAD PUBLIC SAFETY 28

4.3.9.3 OTHER COMPANY RESPONSIBILITIES 28

4.3.10 ~~4.3.8.2~~NOTICED SUSPENSION NOT RELATED TO EMERGENCIES OR NECESSARY INTERRUPTIONS 28

4.3.11 ~~4.3.9~~RESTORATION OF DELIVERY SERVICE 29

4.3.12 ~~4.3.10~~DISCONNECTION OF SERVICE TO RETAIL CUSTOMER’S FACILITIES AT THE REQUEST OF COMPETITIVE RETAILER 29

4.3.13 ~~4.3.11~~ CUSTOMER REQUESTED CLEARANCE 29

4.4 BILLING AND REMITTANCE..... 30

4.4.1. CALCULATION AND TRANSMITTAL OF DELIVERY SERVICE INVOICES 30

4.4.2 CALCULATION AND TRANSMITTAL OF CONSTRUCTION SERVICE CHARGES..... 31

4.4.3 INVOICE CORRECTIONS 31

4.4.4 BILLING CYCLE 31

4.4.5 REMITTANCE OF INVOICED CHARGES 32

4.4.6 DELINQUENT PAYMENTS 32

4.4.7 PARTIAL PAYMENTS 33

4.4.8 INVOICE DISPUTES..... 33

4.4.9 SUCCESSOR COMPETITIVE RETAILER..... 34

4.5 SECURITY DEPOSITS AND CREDITWORTHINESS 34

4.5.1 SECURITY RELATED TO OTHER DELIVERY CHARGES 35

4.5.1.1 DEPOSIT REQUIREMENTS 35

4.5.1.2 SIZE OF DEPOSIT 35

4.5.1.3	FORM OF DEPOSIT.....	35
4.5.1.4	INTEREST.....	36
4.5.1.5	HISTORICAL DEPOSIT INFORMATION.....	36
4.5.1.6	REFUND OF DEPOSIT.....	36
4.5.2	CREDIT REPORTING.....	36
4.6	DEFAULT AND REMEDIES ON DEFAULT.....	36
4.6.1	COMPETITIVE RETAILER DEFAULT.....	36
4.6.2	REMEDIES ON DEFAULT.....	37
4.6.2.1	DEFAULT RELATED TO FAILURE TO REMIT PAYMENT CHARGES OR MAINTAIN REQUIRED SECURITY.....	37
4.6.2.2	DEFAULT RELATED TO FAILURE TO SATISFY OBLIGATIONS UNDER TARIFF.....	38
4.6.2.3	DEFAULT RELATED TO DE-CERTIFICATION.....	38
4.6.3	CURE OF DEFAULT.....	38
4.7	MEASUREMENT AND METERING OF SERVICE.....	38
4.7.1	MEASUREMENT.....	38
4.7.2	METER READING.....	39
4.7.3	REPORTING MEASUREMENT DATA.....	40
4.7.4	METER TESTING.....	40
4.7.5	INVOICE ADJUSTMENT DUE TO METER INACCURACY.....	41
4.8	DATA EXCHANGE.....	41
4.8.1	DATA FROM METER READING.....	41
4.8.1.1	DATA RELATED TO INTERVAL METERS.....	43
4.8.1.2	DATA REPORTED BY VOLUMETRIC (kWh) (KHW) METERS.....	43
4.8.1.3	OUT-OF-CYCLE METER READS.....	43
4.8.1.4	ESTIMATED USAGE.....	44
4.8.1.5	METER/BILLING DETERMINANT CHANGES.....	44
4.8.2	DATA FOR UNMETERED LOADS.....	44
4.8.3	ADJUSTMENTS TO PREVIOUSLY TRANSMITTED DATA.....	45
4.8.4	DATA EXCHANGE PROTOCOLS.....	45
4.9	DISPUTE RESOLUTION PROCEDURES.....	46
4.9.1	COMPLAINT PROCEDURES.....	46
4.9.2	COMPLAINT WITH REGULATORY AUTHORITY.....	46
4.10	SERVICE INQUIRIES.....	47
4.11	OUTAGE AND SERVICE REQUEST REPORTING.....	47
4.11.1	NOTIFICATION OF INTERRUPTIONS, IRREGULARITIES, AND SERVICE REQUESTS....	47
4.11.2	RESPONSE TO REPORTS OF INTERRUPTIONS AND REPAIR REQUESTS.....	49
 CHAPTER 5: SERVICE RULES AND REGULATIONS RELATING TO THE PROVISION OF DELIVERY SERVICE TO RETAIL CUSTOMERS.....		50
5.1	GENERAL.....	50
5.1.1	APPLICABILITY OF CHAPTER.....	50
5.1.2	COMPANY CONTACT INFORMATION.....	50
5.2	LIMITS ON LIABILITY.....	50
5.2.1	LIABILITY BETWEEN COMPANY AND RETAIL CUSTOMERS.....	50
5.2.2	LIMITATION OF DUTY AND LIABILITY OF COMPETITIVE RETAILER.....	51
5.2.3	DUTY TO AVOID OR MITIGATE DAMAGES.....	51
5.2.4	FORCE MAJEURE.....	51

5.2.5	EMERGENCIES AND NECESSARY INTERRUPTIONS	51
5.2.6	LIMITATION OF WARRANTIES BY COMPANY	52
5.3	SERVICE	52
5.3.1	INITIATION OF DELIVERY SYSTEM SERVICE (SERVICE CONNECTION)	52
5.3.1.1.	INITIATION OF DELIVERY SYSTEM SERVICE WHERE CONSTRUCTION SERVICES ARE NOT REQUIRED	52
5.3.1.2.	INITIATION OF DELIVERY SYSTEM SERVICE WHERE CONSTRUCTION SERVICES ARE REQUIRED	53
5.3.2	REQUESTS FOR CONSTRUCTION SERVICES	53
5.3.3	CHANGING OF DESIGNATED COMPETITIVE RETAILER	54
5.3.4	SWITCHING FEES AND SWITCHOVERS	54
5.3.5	<u>IDENTIFICATION OF THE PREMISE AND</u> SELECTION OF RATE SCHEDULES	54
5.3.6	CHANGES IN RATE SCHEDULES	55
5.3.7	SUSPENSION OF SERVICE	56
5.3.7.1	SUSPENSIONS WITHOUT PRIOR NOTICE	56
5.3.7.2	NOTICED SUSPENSION NOT RELATED TO EMERGENCIES OR NECESSARY INTERRUPTIONS	56
5.3.7.3	RESTORATION OF SERVICE	57
5.3.7.4	PROHIBITED SUSPENSION OR DISCONNECTION	57
5.3.8	DISCONNECTION OF SERVICE TO RETAIL CUSTOMER'S FACILITIES	58
5.4	ELECTRICAL INSTALLATION AND RESPONSIBILITIES	58
5.4.1	RETAIL CUSTOMER'S ELECTRICAL INSTALLATION AND ACCESS	58
5.4.2	INSPECTION AND APPROVAL OF RETAIL CUSTOMER'S ELECTRICAL INSTALLATION	59
5.4.3	LOCATION OF POINT OF DELIVERY AND RETAIL CUSTOMER'S ELECTRIC INSTALLATION	59
5.4.4	CONNECTION OF RETAIL CUSTOMER'S ELECTRICAL INSTALLATION TO COMPANY FACILITIES	60
5.4.5	PROVISIONS FOR COMPANY FACILITIES AND EQUIPMENT AND THE METER	60
5.4.6	RETAIL CUSTOMER'S DUTY REGARDING COMPANY'S FACILITIES ON RETAIL CUSTOMER'S PREMISES	60
5.4.7	UNAUTHORIZED USE OF DELIVERY SYSTEM	61
5.4.8	ACCESS TO RETAIL CUSTOMER'S PREMISES	61
5.5	RETAIL CUSTOMER'S ELECTRICAL LOAD	62
5.5.1	LOAD BALANCE	62
5.5.2	INTERMITTENT ELECTRICAL LOADS AND LIMITATIONS ON ADVERSE EFFECTS	62
5.5.3	EQUIPMENT SENSITIVE TO VOLTAGE AND WAVE FORMS	62
5.5.4	CHANGE IN RETAIL CUSTOMER'S ELECTRICAL LOAD	63
5.5.5	POWER FACTOR	63
<u>5.5.6</u>	<u>TESTING OF RETAIL CUSTOMER EQUIPMENT</u>	64
5.6	LIMITATIONS ON USE OF DISTRIBUTION SERVICE	64
5.6.1	INTRASTATE RETAIL DELIVERY SERVICE LIMITATIONS (FOR ERCOT UTILITIES)	64
5.6.2	PARALLEL OPERATION	64
5.7	FACILITIES EXTENSION POLICY	65
5.7.1	GENERAL	65
5.7.2	CONTRACTUAL ARRANGEMENTS	65
5.7.3	PROCESSING OF REQUESTS FOR CONSTRUCTION OF DISTRIBUTION FACILITIES	66
5.7.4	ALLOWANCE FOR FACILITIES	66
5.7.5	NON-STANDARD FACILITIES	66
5.7.6	CUSTOMER REQUESTED FACILITY UPGRADES	67
5.7.7	TEMPORARY DISTRIBUTION FACILITIES	67

5.7.8	REMOVAL AND RELOCATION OF COMPANY'S FACILITIES AND METERS	67
5.7.9	DISMANTLING OF COMPANY'S FACILITIES	67
5.8	BILLING AND REMITTANCE.....	68
5.8.1	BILLING OF DELIVERY CHARGES	68
5.8.2	BILLING TO RETAIL CUSTOMER BY COMPANY.....	68
5.9	DEFAULT AND REMEDIES ON DEFAULT	68
5.9.1	COMPANY REMEDIES ON DEFAULT BY COMPETITIVE RETAILER.....	68
5.10	METER.....	69
5.10.1	METERING PRACTICES.....	69
5.10.2	RETAIL CUSTOMER RESPONSIBILITY AND RIGHTS.....	69
5.10.2.1	REQUIREMENTS	70
5.10.3	METERING OF RETAIL CUSTOMER'S INSTALLATION IN MULTI-METERED BUILDINGS	70
5.10.4	LOCATION OF METER.....	70
5.10.5	NON-COMPANY OWNED METERS	71
5.11	RETAIL CUSTOMER INQUIRIES.....	72
5.11.1	SERVICE INQUIRIES	72
5.11.2	COMPLAINTS.....	73
5.11.3	BILLING INQUIRIES.....	73
5.12	OUTAGE REPORTING.....	73
5.12.1	NOTIFICATION OF INTERRUPTIONS, IRREGULARITIES, AND SERVICE REPAIR REQUESTS.....	73
5.12.2	RESPONSE TO REPORTS OF INTERRUPTIONS AND REPAIR REQUESTS	74
CHAPTER 6: COMPANY SPECIFIC ITEMS		75
6.1	RATE SCHEDULES.....	75
6.1.1	DELIVERY SYSTEM CHARGES	75
6.1.1.1	CHARGES FOR TRANSMISSION AND DISTRIBUTION SYSTEM SERVICE.....	75
6.1.1.2	SCHEDULE TC	75
6.1.1.3	CTC	75
6.1.1.4	CHARGES FOR SBF	75
6.1.1.5	CHARGES FOR NUCLEAR DECOMMISSIONING	75
6.1.1.6	OTHER CHARGES	75
6.1.2	DISCRETIONARY CHARGES.....	75
6.1.2.1	CONSTRUCTION SERVICE CHARGES	80
6.1.2.2	DISCRETIONARY CHARGES OTHER THAN CONSTRUCTION SERVICE CHARGES	80
6.1.2.3	DISTRIBUTED GENERATION.....	80
APPENDIX A		81
AGREEMENT BETWEEN COMPANY AND COMPETITIVE RETAILER REGARDING TERMS AND CONDITIONS OF DELIVERY OF ELECTRIC POWER AND ENERGY (DELIVERY SERVICE AGREEMENT).....		81

CHAPTER 1: DEFINITIONS

The following definitions apply to Company's Tariff for Delivery Service, including the service rules and regulations, policies, Rate Schedules and Riders, and to any Service Agreements made pursuant to the Tariff, unless specifically defined otherwise therein.

AFFILIATED RETAIL ELECTRIC PROVIDER. A retail electric provider that is affiliated with or the successor in interest of an electric utility certificated to serve an area.

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

BANKING HOLIDAY. Any day on which the bank designated by Company as the repository for payment of funds due to Company under this Tariff is not open for business.

BILLING DEMAND. Demand used for billing purposes as stated in the applicable Rate Schedule or Rider.

[BILLING DETERMINANTS.](#) [Measured, calculated, or specified values used to determine Company's Delivery Charges. These values may include, but are not limited to, measurements of kilowatt-hours \(kWh\), actual monthly Non-Coincident Peak \(NCP\) Demand, annual NCP Demand, annual 4-CP Demand \(coincident peak for four summer months\), Billing Demand, Power Factor, fixed charges, number of lamps, Rate Schedules, and rate subclass.](#)

BUSINESS DAY. Any day on which Company's corporate offices are open for business ~~and that is not a Banking Holiday~~.

CENTRAL PREVAILING TIME, [CPT.](#) As established by national time standards, either Central Standard Time or Central Day-Light time.

CODES. Federal, state, or local laws, or other rules or regulations governing electrical installations.

COMMISSION, PUC, or PUCT. The Public Utility Commission of Texas.

COMPANY. The transmission and distribution utility providing Delivery Service pursuant to this Tariff, and its respective officers, agents, employees, successors, and assigns.

COMPANY'S DELIVERY SYSTEM. The portion of the Delivery System that is owned by Company.

COMPETITIVE RETAILER (CR). A Retail Electric Provider, or a Municipally Owned Utility, or an Electric Cooperative that offers customer choice in the restructured competitive electric power market or any other entity authorized to provide Electric Power and Energy in Texas. For purposes of this ~~Tariff~~^{tariff}, a Municipally Owned Utility or an Electric Cooperative is only considered a Competitive Retailer where it sells retail Electric Power and Energy outside its certified service territory.

CONSTRUCTION SERVICE. Services related to the construction, extension, installation, modification, repair, upgrade, conversion, relocation, or removal of Delivery System facilities, including temporary facilities.

CONSTRUCTION SERVICE CHARGE. Commission authorized charges to recover costs associated with Construction Services.

DELIVERY. The movement of Electric Power and Energy through Company's electric lines and other equipment, including transformers, from the Point of Supply to the Point of Delivery.

DELIVERY SERVICE. The service performed by Company pursuant to this Tariff for the Delivery of Electric Power and Energy. Delivery Service is comprised of Delivery System Services and Discretionary Services.

DELIVERY SYSTEM. The electric lines, and other equipment, including transformers, owned by Company and the Meters, including Non-Company Owned Meters, used in the ~~Delivery~~^{delivery} of Electric Power and Energy.

DELIVERY SYSTEM SERVICES. Delivery Services whose costs are attributed to all Retail Customers that receive Delivery Service from Company and charged to Competitive Retailers serving Retail Customers under the Rate Schedules specified in Section 6.1.1, DELIVERY SYSTEM CHARGES. Delivery System Services are all ~~Tariffed~~^{tariffed} Delivery Services provided by Company that are not specifically defined as Discretionary Services.

DELIVERY CHARGES. Commission authorized rates and charges for the use of Company's Delivery System. Delivery Charges are comprised of Delivery System Charges and Discretionary Charges.

DELIVERY SERVICE AGREEMENT. The standard, pro-forma document set forth in this Tariff in which Company and Competitive Retailer agree to be bound by the terms and conditions of Company's Tariff.

DELIVERY SYSTEM CHARGES. Commission authorized charges to recover costs associated with Delivery System Services.

DEMAND. The rate at which electric energy is used at any instant or averaged over any designated period of time and which is measured in KW or KVA.

DISCRETIONARY CHARGES. Commission authorized charges to recover costs associated with Discretionary Services.

DISCRETIONARY SERVICES. Customer-specific services for which costs are recovered through separately priced Rate Schedules specified in [Chapter 6 Section 6.1.2, DISCRETIONARY CHARGES](#).

ELECTRIC COOPERATIVE. An electric cooperative as defined in PURA §11.003(9).

ELECTRIC POWER AND ENERGY. The [kWhKWH](#), the rate of [Deliverydelivery](#) of [kWhKWH](#), and ancillary services related to [kWhKWH](#) that a Competitive Retailer provides to Retail Customers.

ELECTRIC SERVICE IDENTIFIER or ESI ID. The basic identifier assigned to each Point of Delivery used in the registration system and settlement system managed by ERCOT or another Independent Organization.

ERCOT. The Electric Reliability Council of Texas, Inc.

FACILITY EXTENSION POLICY. The Company policy that covers such activities as extensions of standard facilities, extensions of non-standard facilities, extensions of facilities in excess of facilities normally provided for the requested type of Delivery Service, upgrades of facilities, electric connections [for temporary services to non-permanent facilities](#), and relocation of facilities.

FACILITY EXTENSION AGREEMENT. The Service Agreement pursuant to this Tariff that must be executed by Company and the entity (either a Retail Customer or Retail Electric Provider) requesting certain Construction Services before Company can provide such Construction Services to the requesting entity.

GOOD UTILITY PRACTICE. This term will have the meaning ascribed thereto in P.U.C. SUBST. R. 25.5, Definitions, or its successor.

INDEPENDENT ORGANIZATION or IO. The organization authorized to perform the functions prescribed by PURA §39.151.

KILOVOLT AMPERES or KVA. 1000 volt-amperes.

KILOWATT or KW. 1000 watts.

KILOWATT-HOUR or ~~kWh~~~~KWH~~. 1000 watt-hours.

LOAD FACTOR. The ratio, usually stated as a percentage, of actual ~~kWh~~~~KWH~~ used during a designated time period to the maximum KW of Demand times the number of hours occurring in the designated time period.

METER or BILLING METER. A device, or devices for measuring the amount of Electric Power and Energy delivered to a particular location for Company billing, CR billing and as required by ERCOT. Meters for residential Retail Customers shall be Company owned unless otherwise determined by the Commission. Commercial and industrial Retail Customers required by the Independent Organization to have an IDR Meter may choose a Meter Owner in accordance with P.U.C. SUBST. R. 25.311, Competitive Metering Services.

METER DATA. All data contained within the Meter.

METER OWNER. Entity authorized by the Retail Customer to own the Meter. Entity could be Retail Customer, Competitive Retailer, or other entity designated by the Retail Customer as permitted by Applicable Legal Authorities. If the Retail Customer is not eligible for competitive metering or does not choose to participate in competitive metering the Meter Owner shall be Company~~the TDU~~.

METER READING. The process whereby Company ~~collects~~determines the information recorded by Meter. Such reading may be obtained manually, through telemetry or other electronic communications, or by estimation, calculation or conversion in accordance with the procedures and practices authorized under this Tariff.

METERING EQUIPMENT. Required auxiliary equipment that is owned by Company and used with the Billing Meter to accurately measure the amount of Electric Power and Energy delivered. Metering equipment under this definition does not include communication, storage, and equipment necessary for customer access to data.

MUNICIPALLY OWNED UTILITY. A utility owned, operated, and controlled by a municipality or by a nonprofit corporation, the directors of which are appointed by one or more municipalities, as defined in PURA §11.003(11).

NON-COMPANY OWNED METER. A Meter on the ERCOT-approved competitive ~~Meter~~meter list that is owned by an entity other than the Company. Unless otherwise expressly provided herein, a Non-Company Owned Meter shall be treated under this Tariff as if it were a Meter owned by the Company.

POINT OF DELIVERY. The point at which Electric Power and Energy leaves the Delivery System.

POINT OF SUPPLY. The point at which Electric Power and Energy enters the Delivery System.

POWER FACTOR. The ratio of real power, measured in KW, to apparent power, measured in KVA, for any given load and time, generally expressed as a percentage.

PREMISES. A tract of land or real estate or related commonly used tracts, including buildings and other appurtenances thereon

PROVIDER OF LAST RESORT (POLR). A REP certified in Texas that has been designated by the Commission to provide a basic, standard retail service package to requesting or default customers.

PURA. Public Utility Regulatory Act, TEXAS UTILITIES CODE ANNOTATED.

RATE SCHEDULE. A statement of the method of determining charges for Delivery Service, including the conditions under which such charges and method apply. As used in this Tariff, the term Rate Schedule includes all applicable Riders.

REGISTRATION AGENT. Entity designated by the Commission to administer settlement and [Premisespremise](#) data and other processes concerning a Retail Customer's choice of Competitive Retailer in the competitive retail electric market in Texas.

RETAIL CUSTOMER. An end-use customer who purchases Electric Power and Energy and ultimately consumes it. Whenever used in the context of Construction Services, the term Retail Customer also includes property owners, builders, developers, contractors, governmental entities, or any other organization, entity, or individual that is not a Competitive Retailer making a request for such services to the Company.

RETAIL CUSTOMER'S ELECTRICAL INSTALLATION. All conductors, equipment, or apparatus of any kind on Retail Customer's side of the Point of Delivery, except the Meter and Metering Equipment, used by or on behalf of Retail Customer in taking and consuming Electric Power and Energy delivered by Company.

RETAIL CUSTOMER'S ELECTRICAL LOAD. The power and energy required by all motors and other electricity-consuming devices located on Retail Customer's Premises that are operated simultaneously [using from](#) Electric Power and Energy delivered by Company.

RETAIL ELECTRIC PROVIDER or REP. As defined in PURA §31.002(17), a person, certificated pursuant to PURA §39.352, that sells Electric Power and Energy to Retail Customers.

RIDER. An attachment to a Rate Schedule that defines additional service options, pricing, conditions, and limitations for that class of service.

SERVICE AGREEMENT. Any Commission-approved agreement between Company and a Retail Customer or between Company and a Competitive Retailer, which sets forth certain information, terms, obligations and/or conditions of Delivery Service pursuant to the provisions of this Tariff.

SERVICE CALL. The dispatch of a Company representative to a Delivery Service address [or other designated location](#) for investigation of a complete or partial service outage, irregularity, ~~or~~ interruption [or other service related issue](#).

~~**SET.** A Standard Electronic Transaction as defined by the protocols adopted by the Commission or the Independent Organization.~~

SWITCHING FEE. Any fee or charge assessed to any Retail Customer or Competitive Retailer upon switching the Competitive Retailer that does not relate to recovering any utility cost or expenses already included in Commission-approved Delivery Charges included in Chapter 6 of this Tariff.

TAMPER or TAMPERING. Any unauthorized alteration, manipulation, change, modification, or diversion of the Delivery System, including Meter and Metering Equipment, that could adversely affect the integrity of billing data or the Company's ability to ~~collect-read~~ the data needed for billing or settlement. Tampering includes, but is not limited to, harming or defacing Company facilities, physically or electronically disorienting the Meter, attaching objects to the Meter, inserting objects into the Meter, altering billing and settlement data or other electrical or mechanical means of altering Delivery Service.

TARIFF. The document filed with, and approved by, the PUC pursuant to which Company provides Delivery Service. It is comprised of Rate Schedules, Riders, and service rules and regulations. The service rules and regulations include definitions, terms and conditions, policies, and Service Agreements.

[TEXAS SET or TX SET A Standard Electronic Transaction as defined by the Protocols adopted by the Commission or the Independent Organization.](#)

TRANSITION CHARGES or TC. Charges established pursuant to a financing order issued by the Commission.

VALID INVOICE. An invoice transaction that contains all the information required by TX SET and is in compliance with TX SET standards as set forth in the TX SET Implementation Guides and Commission rules, and have not been rejected in accordance with the TX SET Implementation Guides and Commission Rules.

CHAPTER 2: DESCRIPTIONS OF COMPANY'S CERTIFIED SERVICE AREA

CHAPTER 3: GENERAL SERVICE RULES & REGULATIONS

3.1. APPLICABILITY

This Tariff governs the rates, terms of access and conditions of the provision of Delivery Service by Company to Competitive Retailers and Retail Customers. The provisions of this Tariff shall uniformly apply to all Competitive Retailers and Retail Customers receiving Delivery Service from Company. This Tariff does not apply to the provision of Transmission Service by non-ERCOT utilities. Neither does this Tariff apply to the provision of Delivery Service to Wholesale Customers. To the extent that a financing order of the PUCT relating to securitization conflicts with any portion of this Tariff, the terms of such order shall be controlling.

The provisions of this Tariff are minimum, mandatory requirements that shall be complied with and offered to all Competitive Retailers and Retail Customers unless otherwise specified. Company will use reasonable diligence to comply with the operational and transactional requirements and timelines for provision of Delivery Service as specified in this Tariff.

3.2 GENERAL

Company will construct, own, operate, and maintain its Delivery System in accordance with Good Utility Practice for the Delivery of Electric Power and Energy to Retail Customers that are located within the Company's service territory and served by Competitive Retailers. Company has no ownership interest in any Electric Power and Energy it delivers. Company will provide to all Competitive Retailers access to the Delivery System pursuant to this Tariff, which establishes the rates, terms and conditions, and policies for such access. Company will provide Delivery Services to Retail Customers and Competitive Retailers pursuant to this Tariff. Company shall provide access to the Delivery System on a nondiscriminatory basis to all Competitive Retailers and shall provide Delivery Service on a nondiscriminatory basis to all Retail Customers and Competitive Retailers.

This tariff is intended to provide for uniform Delivery Service to all REPs within Company's service area.

3.3 DESCRIPTION OF SERVICE

Company will provide Delivery Service for Electric Power and Energy of the standard characteristics available in the locality in which the ~~Premises~~premises to be served are situated. All types of Delivery Service offered by Company are not available at all locations. Company will provide Delivery Service at Company's standard voltages. Requestors of Delivery Service should obtain from Company the phase and voltage of the service available before committing to the purchase of motors or other equipment, and Company is not responsible if the requested phase and voltage of service are not available. The standard Delivery System Service offered by Company is for alternating current with a nominal frequency of 60 hertz (cycles per second). Delivery Services

may be provided at the secondary, primary, or transmission voltage level as specified under the appropriate Rate Schedule.

The provision of Delivery Service by Company is subject to the terms of any Service Agreements, the terms and conditions of this Tariff, and Applicable Legal Authorities.

3.4 CHARGES ASSOCIATED WITH DELIVERY SERVICE

All charges associated with a Delivery Service provided by Company must be authorized by the Commission and included as a ~~Tariffed~~tariffed charge in Section 6.1, RATE SCHEDULES.

3.5 AVAILABILITY OF TARIFF

Copies of this Tariff are on file with the Commission and are also available for inspection at any business office of the Company. Company will provide a Competitive Retailer and Retail Customer, upon request and at no cost, a copy of the Rate Schedule under which Delivery Service is provided to Retail Customer. Additional copies of its Rate Schedules, or any portion of this Tariff, shall be provided by Company pursuant to the Rate Schedules included in this Tariff. Company shall post on its Internet site a copy of its current, complete Tariff in a standard electronic format for downloading free of charge.

3.6 CHANGES TO TARIFF

This Tariff may be revised, amended, supplemented or otherwise changed from time to time in accordance with the laws of the State of Texas and the rules and regulations of the PUC, and such changes, when effective, shall have the same force and effect as the present Tariff. Company retains the right to file an application requesting a change in its rates, charges, classifications, services, rules, or any provision of this Tariff or agreement relating thereto and will comply with all laws and rules concerning the provision of notice concerning any such application. Any agreement made pursuant to this Tariff shall be deemed to be modified to conform to any changes in this Tariff as of the date of the effectiveness of such change. No agent, officer, director, employee, assignee or representative of Company has authority to modify the provisions of this Tariff or to bind Company by any promise or representation contrary to the terms of this Tariff except as expressly permitted by the PUC.

3.7 NON-DISCRIMINATION

Company shall discharge its responsibilities under this Tariff in a neutral manner, not favoring or burdening any particular Competitive Retailer or Retail Customer. Company will comply with Applicable Legal Authorities regarding relations with affiliates, or the Affiliated Retail Electric Provider~~affiliated retail electric provider~~ in its service territory and, unless otherwise authorized by such Applicable Legal Authorities, will not provide its affiliates, or the Affiliated Retail Electric Provider~~affiliated retail electric provider~~ in its service territory, or Retail Customers doing business with its affiliates, or the Affiliated Retail Electric Provider~~affiliated retail~~

~~electric provider~~ in its service territory, any preference over non-affiliated retailers or their Retail Customers in the provision of Delivery Services under this ~~Tariff~~^{tariff}. Company shall process requests for Delivery Services in a non-discriminatory manner without regard to the affiliation of a Competitive Retailer or its Retail Customers, and consistent with Applicable Legal Authorities.

3.8 FORM OF NOTICE

A notice, demand or request required or authorized under this Tariff to be given by any party to any other party shall be in writing or conveyed electronically, as specified in the section of this Tariff requiring such notice. Electronic notice shall be given in accordance with the appropriate TX SET protocol if a TX SET Transaction exists. Any notice, demand or request provided electronically, other than those for which a standard market transaction exists, shall be deemed delivered when received by the designated contact. Notice provided in paper format. ~~Written notice~~ shall either be personally delivered, transmitted by telecopy or facsimile equipment (with receipt confirmed), sent by overnight courier or mailed, by certified mail, return receipt requested, postage pre-paid, to the designated contact to the other party. Any such notice, demand or request in paper format ~~so delivered or mailed~~ shall be deemed to be given when so delivered or three days after mailed unless the party asserting that such notice was provided is unable to show evidence of its ~~Delivery~~^{delivery}.

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

Company shall designate a person(s) who will serve as the Company's contact for all matters relating to Delivery Service provided to Competitive Retailers. Company shall also designate a person(s) who will serve as the Company's contact for all matters relating to Delivery Service provided to Retail Customers. Company shall identify to the Commission a Delivery Service contact person(s), either by name or by title, and shall provide convenient access through its Internet website to the name or title, telephone number, mailing address and electronic mail address of its Delivery Service contact person(s). Company may change its designation by providing notice to the Commission, and Competitive Retailers utilizing Delivery Service by the Company, updating such information on the Company's website, and by direct notice to Retail Customer requesting Construction Service.

3.10 INVOICING TO STATE AGENCIES

Notwithstanding any provisions in this Tariff with respect to when invoices become past due and imposing an increased amount if invoices are not paid within a specified time, all invoices rendered directly to a "State Agency," as that term is defined in Chapter 2251 of the Government Code, shall be due and shall bear interest if overdue as provided in Chapter 2251.

3.11 GOVERNING LAWS AND REGULATIONS

Company's provision of Delivery Service is governed by all Applicable Legal Authorities as defined herein. This Tariff is to be interpreted to conform therewith. Changes in applicable laws, rules, or regulations shall become effective with regard to this Tariff, and any Service Agreements made pursuant to it, as of the effective date of such law, rule or regulation.

3.12 GOOD-FAITH OBLIGATION

Company, Competitive Retailer, and Retail Customer will cooperate in good-faith to fulfill all duties, obligations, and rights set forth in this Tariff. Company, Competitive Retailer, and Retail Customer will negotiate in good-faith with each other concerning the details of carrying out their duties, obligations, and rights set forth in this Tariff.

3.13 QUALITY OF DELIVERY SERVICE

Company will use reasonable diligence to provide continuous and adequate delivery of Electric Power and Energy in conformance with Applicable Legal Authorities, but Company does not guarantee against irregularities or interruptions.

3.14 COOPERATION IN EMERGENCIES

Company, Competitive Retailer, and any Retail Customer shall cooperate with each other, the Independent Organization and any other affected entities in the event of an emergency condition affecting the ~~Delivery~~ delivery of Electric Power and Energy or the safety and security of persons and property.

3.15 SUCCESSORS AND ASSIGNS

This Tariff shall inure to the benefit of, and be binding upon, Company, Competitive Retailer, and Retail Customer and their respective successors and permitted assigns.

3.16 EXERCISE OF RIGHT TO CONSENT

Company, Competitive Retailer, or Retail Customer shall not unreasonably withhold, condition, or delay giving any consent required for another party to exercise rights conferred under this Tariff that are made subject to that consent. Company, Competitive Retailer, or Retail Customer further shall not unreasonably withhold, condition, or delay their performance of any obligation or duty imposed under this Tariff.

3.17 WAIVERS

The failure of Company, Competitive Retailer, or Retail Customer to insist in any one or more instances upon strict performance of any of the provisions of this Tariff, or to take advantage of any of its rights under this Tariff, shall not be construed as a general waiver of any such provision or the relinquishment of any such right, but the same shall continue and remain in full force and effect, except with respect to the particular instance or instances. Any waivers shall be made on a non-discriminatory basis.

3.18 NON-BUSINESS DAY DESIGNATIONS

Company recognizes the following holidays on their day of federal observance: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Days and Christmas Day. Company may designate other days as Non-Business Days to reflect additional holiday observances by posting the designation on the Company website no later than October 31 of the preceding calendar year.

3.19 PUBLIC SERVICE NOTICE

Company shall, as required by the Commission after reasonable notice, provide public service notices.

~~3.19~~3.20~~3.18~~ HEADINGS

The descriptive headings of the various sections of this Tariff have been inserted for convenience of reference only and shall in no way define, modify or restrict any of the terms and provisions hereof.

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

4.1 GENERAL SERVICE RULES AND REGULATIONS

4.1.1 APPLICABILITY OF CHAPTER

This Chapter governs the terms of access to and conditions of the provision of Delivery Service by Company to Competitive Retailers, whether the Competitive Retailer has entered into a Service Agreement or not. This Chapter also applies to Competitive Retailers utilizing the Delivery System of the Company unlawfully or pursuant to unauthorized use. The provisions of this Chapter shall uniformly apply to all Competitive Retailers receiving Delivery Service from Company.

4.1.2 REQUIRED NOTICE

Notice to Competitive Retailer and Company [shall be](#) provided pursuant to Section 3.8, FORM OF NOTICE, ~~shall be provided to the addresses specified in the Delivery Service Agreement.~~

4.2 LIMITS ON LIABILITY

4.2.1 LIABILITY BETWEEN COMPANY AND COMPETITIVE RETAILERS

This Tariff is not intended to limit the liability of Company or Competitive Retailer for damages except as expressly provided in this Tariff.

Company will make reasonable provisions to supply steady and continuous Delivery Service, but does not guarantee the Delivery Service against fluctuations or interruptions. Company will not be liable for any damages, whether direct or consequential, including, without limitation, loss of profits, loss of revenue, or loss of production capacity, occasioned by fluctuations or interruptions unless it be shown that Company has not made reasonable provision to supply steady and continuous Delivery Service, consistent with the Retail Customer's class of service, and in the event of a failure to make such reasonable provisions (whether as a result of negligence or otherwise), Company's liability shall be limited to the cost of necessary repairs of physical damage proximately caused by the service failure to those electrical ~~Delivery~~ facilities of Retail Customer which were then equipped with the protective safeguards recommended or required by the then current edition of the National Electrical Code.

However, if damages result from fluctuations or interruptions in Delivery Service that are caused by Company's or Competitive Retailer's gross negligence or intentional misconduct, this Tariff shall not preclude recovery of appropriate damages when legally due.

4.2.2 LIMITATION OF DUTY AND LIABILITY OF COMPETITIVE RETAILER

Competitive Retailer has no ownership, right of control, or duty to Company, Retail Customer or other third party, regarding the design, construction or operation of Company's Delivery System. Competitive Retailer shall not be liable to any person or entity for any damages, direct, indirect or consequential, including, but without limitation, loss of business, loss of profits or revenue, or loss of production capacity, occasioned by any fluctuations or interruptions of Delivery Service caused, in whole or in part, by the design, construction or operation of Company's Delivery System.

4.2.3 DUTY TO AVOID OR MITIGATE DAMAGES

Company and Competitive Retailer shall use reasonable efforts to avoid or mitigate its damages or losses suffered as a result of the other's culpable behavior under Section 4.2.1, LIABILITY BETWEEN COMPANY AND COMPETITIVE RETAILERS.

4.2.4 FORCE MAJEURE

Neither Company nor Competitive Retailer shall be liable in damages for any act or event that is beyond such party's control and which could not be reasonably anticipated and prevented through the use of reasonable measures, including, but not limited to, an act of God, act of the public enemy, war, insurrection, riot, fire, explosion, labor disturbance or strike, wildlife, unavoidable accident, equipment or material shortage, breakdown or accident to machinery or equipment, or good-faith compliance with a then valid curtailment, order, regulation or restriction imposed by governmental, military, or lawfully established civilian authorities, including any order or directive of the Independent Organization.

4.2.5 EMERGENCIES AND NECESSARY INTERRUPTIONS

Company may curtail, reduce voltage, or interrupt Delivery Service in the event of an emergency arising anywhere on the Company's Delivery System or the interconnected systems of which it is a part, which emergency poses a threat to the integrity of its Delivery System or the systems to which it is directly or indirectly connected if, in its sole judgment, such action may prevent or alleviate the emergency condition. Company may interrupt service when necessary, in the Company's sole judgment, for inspection, test, repair, or changes in the Delivery System, or when such interruption will lessen or remove possible danger to life or property, or will aid in the restoration of Delivery Service.

Company shall provide advance notice to Competitive Retailer of such actions, if reasonably possible. Such notice may be met by electronic notice to all certificated Competitive Retailers operating within the Company's service territory with specific identification of location, time and expected duration of outage. Notice shall also be provided, if reasonably possible, to those Retail Customers for whom a Competitive Retailer has provided notice to the Company that interruptions or suspensions of service will create a dangerous or life-threatening condition on the Retail Customer's ~~Premises~~premises.

Nothing herein shall prevent the Company from being liable if found to be grossly negligent or to have committed intentional misconduct with respect to its exercise of its authority in this Tariff.

4.2.6 LIMITATION OF WARRANTIES BY COMPANY

Company makes no warranties with regard to the provision of Delivery Service and disclaims any and all warranties, express or implied, including, but without limitation, warranties of merchantability or fitness for a particular purpose.

4.3 SERVICE

4.3.1 ELIGIBILITY

A Competitive Retailer is eligible for Delivery Service when:

- (1) The Competitive Retailer and Company have received written notice from the Independent Organization certifying the Competitive ~~Retailer's~~ Retailer's successful completion of market testing, including receipt of the digital certificate successfully completed system testing for electronic and other data exchange requirements and for interruption reporting and service requests pursuant to Applicable Legal Authorities~~this Chapter~~. Market testing ~~Testing for electronic data exchange~~ will be conducted in accordance with a test plan as specified by Applicable Legal Authorities~~developed by the SET team in coordination with the Commission and will be limited to the SET transactions developed by the SET team~~. Company and Competitive Retailer shall use best efforts to timely~~promptly~~ complete market system testing; and
- (2) Competitive Retailer and Company execute a Delivery Service Agreement; or ~~or~~
- (3) In the event that Competitive Retailer has complied with subsection (1), and executed and delivered the Delivery Service Agreement to Company and Company has failed to execute the agreement, Following successful completion of system testing, Company has failed to execute the Delivery Service Agreement upon presentment by Competitive Retailer who has signed such Delivery Service Agreement Competitive Retailer shall be deemed eligible for Delivery Service during an interim period of Commission investigation by filing the unexecuted Delivery Service Agreement with the Commission for investigation into the reasons for such non-execution by Company.

4.3.2 INITIATION OF DELIVERY SYSTEM SERVICE (SERVICE CONNECTION)

For purposes of this section, “initiation of Delivery System Service” refers to the actions taken by Company to energize a Retail Customer’s connection to the Delivery System.

4.3.2.1 INITIATION OF DELIVERY SYSTEM SERVICE WHERE CONSTRUCTION SERVICES ARE NOT REQUIRED

Where existing Company facilities will be used for Delivery System Service and no Construction Service is needed, Company shall initiate Delivery System Service for Retail Customer when requested by Competitive Retailer through the Registration Agent unless: registration agent:

- (1) ~~The~~ Unless the Retail Customer’s Electrical Installation is known to be hazardous under applicable Codes, or is of such character that satisfactory Delivery System Service cannot be provided consistent with Good Utility Practice, or interferes with the service of other Retail Customers, or unless a known dangerous condition exists as long as it exists; and
- (2) ~~Upon notification by the Registration Agent pursuant to the protocols developed by the Independent Organization that the Retail Customer has designated an eligible Competitive Retailer; and~~
- (3) ~~The~~ Unless the Competitive Retailer is not eligible for Delivery Service under Section 4.3.1 or the Competitive Retailer or Retail Customer is in default under this Tariff. Retail Customer is considered to be in default if Retail Customer fails to satisfy any material obligation under this Tariff after receiving notice of the failure and at least ten days to cure.

If a charge has been authorized by the Commission, Company may assess a charge for service connection pursuant to Chapter 6.1. Section 6.1, RATE SCHEDULES.

~~Requests/Applications~~ for new Delivery System Service made by Competitive Retailer on behalf of Retail Customer not involving Construction Services shall be filled in accordance with the standards prescribed in Chapter 6 ~~within seven Business Days after Company’s receipt of both the request and, if applicable, notification of approval of Retail Customer’s Electrical Installation by the proper authority as provided in Section 5.4.2, INSPECTION AND APPROVAL OF RETAIL CUSTOMER’S ELECTRICAL INSTALLATION.~~

4.3.2.2 INITIATION OF DELIVERY SYSTEM SERVICE WHERE CONSTRUCTION SERVICES ARE REQUIRED

Where Construction Services are required prior to the initiation of Delivery System Service, Competitive Retailer may request initiation of Delivery System Service on behalf of Retail

~~Customer. When a Competitive Retailer requests initiation of Delivery System Service that requires Construction Service prior to initiation, Competitive Retailer shall contact Company to make arrangements for Construction Service and for establishment of an ESI ID, if one is not in existence, for the Delivery Point. Company will establish the new ESI ID and will notify the Registration Agent. The processing of Construction Service requests shall be governed by the provisions. All such requests shall be governed by the provisions~~ in Section 5.7, FACILITIES EXTENSION POLICY. After completion of Construction Service, Company shall initiate Delivery System Service in accordance with Section 4.3.2.1, INITIATION OF DELIVERY SERVICE WHERE CONSTRUCTION SERVICES ARE NOT REQUIRED.

4.3.3 REQUESTS FOR DISCRETIONARY SERVICES INCLUDING CONSTRUCTION SERVICES

A Competitive Retailer may request Discretionary Services from Company. Such requests for Discretionary Service must include the following information and any additional data elements required by Applicable Legal Authorities:

- (1) Retail Customer contact name;
- (2) Retail Customer contact phone number;
- (3) ESI ID, if in existence;
- (4) Service address (including City and zip code) and directions to location, and access instructions as needed;
- (5) Discretionary Services requested; and
- (6) Date requested for Company to perform or provide Discretionary Services.

~~For an electronic service request sent by Competitive Retailer, To the extent SET transactions are developed by the Texas SET team, such transactions shall be used by Competitive Retailer to request Discretionary Services for their Retail Customers.~~ Company will acknowledge receipt of Competitive Retailer's electronic service request and will notify Competitive Retailer upon completion of the service request using Applicable Legal Authorities. Such notification shall include the date when the service was completed in the field. For requests involving Construction Services, Company will contact the designated person to make proper arrangements for Construction Service pursuant to Section 5.7, FACILITIES EXTENSION POLICY.

Competitive Retailer shall be responsible for informing its Retail Customers how to obtain Discretionary Services~~discretionary services~~, including Construction Services~~construction services~~ consistent with the requirements of Section 4.11, OUTAGE AND SERVICE REQUEST REPORTING.

4.3.4 CHANGING OF DESIGNATED COMPETITIVE RETAILER

Company shall change a Retail Customer's designated Competitive Retailer upon receipt of receiving proper notification from the Registration Agent, in accordance with Applicable Legal Authorities~~the Commission's customer protection rules and the protocols developed by the Independent Organization~~, unless the new Competitive Retailer is in default under the Tariff. Competitive Retailer may request an out of cycle Meter Read subject to charges and timeframes specified in Chapter 6. Charges for an out of cycle Meter Read shall be applied only if data is collected from the Meter, or in the event a trip is made to collect the data, but collection of data is prevented due to lack of access to the Meter. Otherwise, no charge shall be applied if Billing Determinants are estimated. Company shall honor the requested switch date contained in the TX SET transaction in accordance with Applicable Legal Authorities to the extent that Company has received the request within the timeframes established in Applicable Legal Authorities. Company shall release proprietary customer information to the designated Competitive Retailer in a manner prescribed by the Applicable Legal Authorities.

4.3.5 SWITCHING FEE

Company shall not charge Competitive Retailer for a change of designation of a Retail Customer's Competitive Retailer.

4.3.6 IDENTIFICATION OF THE PREMISE AND SELECTION OF RATE SCHEDULES

The establishment, assignment and maintenance of ESI IDs shall be as determined by Applicable Legal Authorities. In addition, Company shall:

1. Assign a unique ESI ID for each Point of Delivery, or in the case of non-Metered load, a unique ESI ID to each Premises, in accordance with Applicable Legal Authorities;
2. Establish separate and distinct ESI IDs for temporary and permanent service. The temporary ESI ID shall be retired after all market transactions associated with the temporary ESI ID have been completed;
3. Identify, assign, and maintain ESI IDs with the appropriate load profile, Meter Reading cycle, and other information necessary for accurate settlement of the wholesale market, unless such functions are undertaken by the Independent Organization;
4. Notify the Competitive Retailer and Independent Organization, using the appropriate TX SET transaction, of revisions in the assignment of a Rate Schedule; and
5. Maintain accurate United States Postal Service compliant services addresses, when available, to comply with Applicable Legal Authorities. Where there are two or more ESI IDs for the same service address, the service address shall include information to distinguish between the Points of Delivery at the service address.

The Rate Schedules included in this Tariff state the conditions under which Company's Delivery Services are available and the applicable rates for each Delivery Service. For service to a new Retail Customer at an existing Premises, the Company shall reset all Demand ratchets and Retail Customer's Billing Demand and charges for Delivery Service shall not be determined based on Premises history not associated with the new Retail Customer or on Retail Customer's previous history at a prior location. If requested by the Competitive Retailer, Company will assist in selecting the Rate Schedule that is best suited to existing or anticipated Retail Customer's Delivery Service requirements. However, Company does not assume responsibility for the selection of the Rate Schedule or for any failure to select the most appropriate Rate Schedule for the Retail Customers' Delivery Service requirements. Upon the request of the Retail Customers' Competitive Retailer, the Company shall switch a Retail Customer's Rate Schedule to any applicable Rate Schedule for which the Retail Customer is eligible.

Subsequent to the selection of a Rate Schedule, the Competitive Retailer shall notify Company of any change of which it is aware in the Retail Customer's Electrical Installation that may affect the applicability of a Rate Schedule.

Upon notice to the Competitive Retailer, Company may change a Retail Customer's Rate Schedule if Company is made aware that the Retail Customer is no longer eligible to receive service under its current Rate Schedule.

A change in Rate Schedule ~~Unless a change in Rate Schedule is requested as a result of a change in Company's facilities or the Meter used to serve Retail Customer or the change in Rate Schedule requires a different change in billing determinants necessary to calculate the Residential Customers' Delivery Charge, any change in a Rate Schedule selection~~ shall be applicable for the entire billing cycle in which the change in Rate Schedule ~~is made was requested~~ if the request is made at least two ~~Business Days~~ business days before the scheduled Meter Read ~~meter read~~ date for that Retail Customer. ~~If a change in Company's facilities or the Meter used to serve Retail Customer, or the change in Rate Schedule, requires a different billing methodology, then such change in billing methodology shall be effective in the next full billing cycle.~~

4.3.7 PROVISION OF DATA BY COMPETITIVE RETAILER TO COMPANY

Competitive Retailer shall timely supply to Company all data, materials, or other information specified in this Tariff, including current customer names, telephone number, and mailing address, in connection with Company's provision of Delivery Services to Competitive Retailer's Retail Customers, if required. Such information shall be used only for Company operations or in transitions of customers to another REP or POLR in accordance with Applicable Legal Authorities and will be subject to the provisions of the code of conduct rule, P.U.C. SUBST. R. 25.272(g), Code of Conduct for Electric Utilities and Their Affiliates.

4.3.8 SUSPENSION OF DELIVERY SERVICE

4.3.8.1 SUSPENSIONS WITHOUT PRIOR NOTICE

Company may, without prior notice, intentionally suspend Delivery Service to a Competitive Retailer's Retail Customer where a known dangerous condition exists for as long as the condition exists, provided that such suspension does not result in other dangerous or life-threatening conditions. Company shall notify, as soon as practicably possible, the affected Retail Customer's Competitive Retailer of suspensions for the above reason.

Company may also suspend service without prior notice when such suspension is authorized by Applicable Legal Authorities.

If suspensions or interruptions are conducted pursuant to Section 4.2.5, EMERGENCIES AND NECESSARY INTERRUPTIONS and advance notice was not able to be reasonably provided, the Company shall provide notice as soon as reasonably possible after the suspension. Such notice may be met by electronic notice to all certificated Competitive Retailers operating within Company's service territory with specific identification of location, time and expected duration of outage.

Competitive Retailer shall convey any notice received by Retail Customer to Company that suspension or interruption of service of Retail Customer will create a dangerous or life-threatening condition on Retail Customer's ~~Premises~~premises.

Nothing in this section is intended to take precedence over the timely restoration of service.

4.3.9 CRITICAL CARE/CRITICAL LOAD CUSTOMER DESIGNATION

4.3.9.1 CRITICAL CARE RESIDENTIAL STATUS

Upon receipt of an application for eligibility for Critical Care Residential Status from the Retail Customer's Competitive Retailer, Company shall:

- (1) Evaluate the application for Critical Care status and determine Retail Customer's eligibility for the appropriate Critical Care designation;
- (2) Re-evaluate eligibility during the renewal process and communicate the renewal determination first to Retail Customer's Competitive Retailer and then to Retail Customer; and
- (3) Ensure ESI IDs are properly identified in Company systems and on applicable Retail Market transactions.

4.3.9.2 CRITICAL CARE INDUSTRIAL CUSTOMER OR CRITICAL LOAD PUBLIC SAFETY

Upon receipt of a request for designation as a Critical Care Industrial Customer or Critical Load Public Safety Customer Company shall:

- (1) Evaluate the request for Critical Care status in collaboration with the Retail Customer's Competitive Retailer and Retail Customer and determine Retail Customer's eligibility for the appropriate Critical Care designation; and
- (2) Ensure ESI IDs are properly identified in Company systems and on applicable Retail Market transactions.

4.3.9.3 OTHER COMPANY RESPONSIBILITIES

Company shall fulfill any other responsibilities pursuant to P.U.C. Subst. R. 25.497.

1.

4.3.10 ~~4.3.8.2~~ NOTICED SUSPENSION NOT RELATED TO EMERGENCIES OR NECESSARY INTERRUPTIONS

Upon notice to Competitive Retailer, Company may suspend Delivery Service to Retail Customer:

- ~~(2)~~(1) In the event of unauthorized use, unauthorized connection or reconnection, or diversion of service or Tampering with the Meter or Metering Equipment or bypassing same;
- ~~(3)~~(2) In the event of Retail Customer's violation of the provisions of Company's Tariff pertaining to the use of Delivery Service in a manner which interferes with the Delivery Service of others or the operation of nonstandard equipment, or as otherwise specified by written agreement, and a reasonable opportunity has been provided to remedy the situation;
- ~~(4)~~(3) Upon Retail Customer's failure to comply with the terms of any written agreement made between Company and Retail Customer, upon default of Retail Customer under such an agreement, or upon failure to pay any charges billed by Company directly to Retail Customer pursuant to Section 5.8.2, BILLING TO RETAIL CUSTOMER BY COMPANY after a reasonable opportunity has been provided to remedy the failure;
- ~~(5)~~(4) For Retail Customer's failure to provide Company with reasonable access to Company's facilities or the Meter located on Retail Customer's Premises after a reasonable opportunity has been provided to remedy the situation; or
- ~~(6)~~(5) Upon Company's receipt of a notice requiring such action, in the form and from the party specified by Applicable Legal Authorities. Company will not be responsible for monitoring or reviewing the appropriateness of any such notice.

Company shall provide electronic notice pursuant to Section 3.8, REQUIRED NOTICE, of any noticed suspension of service to Competitive ~~Retailers~~Retailer, operating in its service territory specifically identifying the time, location (if possible), cause and expected duration of such

suspension. Company shall perform all suspensions or disconnects in accordance with Section 5.3.7.4, PROHIBITED SUSPENSION OR DISCONNECTION.

4.3.11 ~~4.3.9~~ RESTORATION OF DELIVERY SERVICE

Company will conduct restoration efforts as soon as possible following the alleviation or correction of the conditions that cause a suspension or disconnection and provide notice of restoration of service as soon as practicably possible.

4.3.12 ~~4.3.10~~ DISCONNECTION OF SERVICE TO RETAIL CUSTOMER'S FACILITIES AT THE REQUEST OF COMPETITIVE RETAILER

Except as provided in Section 5.3.7.4, PROHIBITED SUSPENSION OR DISCONNECTION, Company will not be responsible for monitoring or reviewing the appropriateness of any notice from a Competitive Retailer requesting connection, disconnection, or suspension of Delivery Service to Retail Customer.

4.3.13 CUSTOMER REQUESTED CLEARANCE

At the request of Competitive Retailer for Retail Customer related construction, alteration, or other temporary clearance requirement, Company shall disconnect Retail Customer's facilities in accordance with Chapter 6. on the date requested by Competitive Retailer, provided such request is made at least three Business Days prior to the requested date for disconnection.

4.3.13.1 MOVE OUT REQUEST

In the event that Retail Customer is vacating the Premises and Competitive Retailer no longer desires to be associated with the Point of Delivery, Competitive Retailer shall notify the Registration Agent of the date Competitive Retailer desires Company to discontinue Delivery Service to a particular Point of Delivery ~~because a Retail Customer has vacated the Premises. Company shall be required to disconnect Delivery Service to the Point of Delivery no later than seven Business Days after receipt of the notice from the Registration Agent. — as detailed in Chapter 6.~~ Competitive Retailer shall not be responsible for any Delivery Services provided to that Point of Delivery after disconnection.

4.3.13.2 DISCONNECTION DUE TO NON-PAYMENT OF COMPETITIVE RETAILER CHARGES

Competitive Retailer may request disconnection for non-payment by Retail Customer as authorized by the Commission's customer protection rules and in accordance with Chapter 6.

~~Company shall disconnect and reconnect Retail Customer's premises upon receipt of request for disconnection or reconnection by a Competitive Retailer authorized to do so. In situations where requested disconnection will not be permitted or will be delayed pursuant to Section 5.3.7.4, PROHIBITED SUSPENSION OR DISCONNECTION, Competitive Retailer shall continue to be responsible for Delivery Service until the disconnection actually occurs.~~

~~Except as provided in Section 5.3.7.4, PROHIBITED SUSPENSION OR DISCONNECTION, Company will not be responsible for monitoring or reviewing the appropriateness of any notice from a Competitive Retailer requesting connection, disconnection, or suspension of Delivery Service to Retail Customer.~~

4.4 BILLING AND REMITTANCE

4.4.1. CALCULATION AND TRANSMITTAL OF DELIVERY SERVICE INVOICES

Not later than three Business Days after the scheduled date of a Meter Read for a Point of Delivery, Company shall transmit an electronic invoice for the Company's total Delivery System Charges associated with that Point of Delivery, to the Competitive Retailer supplying Electric Power and Energy to that Point of Delivery~~supplied with Electric Power and Energy by the Competitive Retailer~~. The Company shall separately identify the Delivery System Charges and Billing Determinants~~billing determinants~~ on the electronic invoice for each Point of Delivery served by a Competitive Retailer.

Charges for Discretionary Services, other than Construction Services, provided to a particular Point of Delivery shall be separately identified on the invoice. The start and end dates for the billing period contained on the invoice shall match the start and end dates of the Meter Read for the Premises.

Electronic invoices shall be transmitted using the appropriate TX SET transaction and shall be consistent with the terms and conditions of this Tariff. The Competitive Retailer shall acknowledge the receipt of the invoice and indicate whether the transaction conformed with ANSI X12 using the appropriate TX SET transaction within 24 hours of the receipt of the invoice. If Company receives a negative acknowledgement indicating the transaction failed ANSI X12 validation, Company shall correct any Company errors and re-issue within two Business Days of receipt of the negative acknowledgement.~~validate or reject the SET transaction using the appropriate rejection code within 48 hours of the first Business Day following receipt. Company shall correct any Company errors that lead to a rejection. Transactions that are neither validated nor rejected within 48 hours shall be deemed valid.~~ Following a positive acknowledgement indicating the transaction passed ANSI X12 validation, the Competitive Retailer shall have five Business Days to send a rejection response in accordance with the TX SET Implementation Guides and Commission Rules. However, if the Competitive Retailer receives an invoice relating to an ESI ID for which the Competitive

Retailer has sent an enrollment or move-in request but has not received a response transaction from ERCOT, then the Competitive Retailer shall allow four Business Days to receive the response. If the Competitive Retailer has still not received the response transaction, the CR shall not reject the invoice, but will utilize an approved market process to resolve the issue. Additionally, a Competitive Retailer shall not reject an invoice, claiming it is not a Valid Invoice, outside the timelines specified in this subsection, or without supplying appropriate rejection reasons in accordance with TX SET Implementation Guides and Commission Rules. A Competitive Retailer may dispute a Valid Invoice under Section 4.4.8, INVOICE DISPUTES, but not reject it.

4.4.2 CALCULATION AND TRANSMITTAL OF CONSTRUCTION SERVICE CHARGES

Construction Service Charges shall be invoiced to the entity requesting such service. If Competitive Retailer has requested such a service, Company shall include the Construction Service Charge associated with that service as a separately identified item on the invoice provided pursuant to Section 4.4.1, CALCULATION AND TRANSMITTAL OF DELIVERY SERVICE INVOICES.

4.4.3 INVOICE CORRECTIONS

Invoices shall be subject to adjustment for estimation or errors, including, but not limited to, arithmetic errors, computational errors, and Meter Reading errors. Company shall cancel and re-bill the original invoice that was incorrect and apply any payments made to the re-billed invoice. If it is determined that Company over-billed for Delivery Charges, Company will make adjustment(s) associated with the Point of Delivery for the entire period of over-billing. Interest shall be paid on any overcharge not corrected within three billing cycles of the occurrence of the error (or estimation) at a rate set by the Commission, compounded monthly, from the date of payment of the overcharged amount through the date of the refund. If it is determined that Company under-billed for Delivery Charges, Company will make adjustments for the entire period of under-billing but not to exceed the five~~six~~ months prior to the calendar month in which the under-billing was determined. Company may not charge interest on underbilled amounts unless such amounts are found to be the result of theft of service.

Company shall render a corrected invoice within seven days of the date of resolution of the error.

Disputes about invoice corrections shall be governed by Section 4.9, DISPUTE RESOLUTION PROCEDURES.

4.4.4 BILLING CYCLE

Unless otherwise stated in the applicable Rate Schedule or as provided in Section 4.8.1.3, OUT-OF-CYCLE METER READS, invoiced charges shall be based on a cycle of approximately one month.

The Competitive Retailer shall have the right to request a one-time adjustment to a Retail Customer's Meter Reading/billing cycle. The Competitive Retailer must select another Company-defined Meter Reading schedule, if available for that account, unless the Retail Customer has remote Meter Reading capability, in which case the Competitive Retailer has the right to arrange for any Meter Read/billing cycle [subject to Company's and ERCOT's Meter data processing capabilities](#). Company shall notify Competitive Retailer of any permanent changes in billing cycle or Meter Reading schedules. Notification shall be provided in accordance with appropriate TX_SET protocol. [Company's Meter Reading Schedules will be made available on Company's website for the next year by December 15. Company shall provide 60 days notice for any changes in the Meter Reading schedule.](#)

4.4.5 REMITTANCE OF INVOICED CHARGES

Payments for all Delivery Charges invoiced to Competitive Retailer shall be due 35 calendar days after the date of Company's transmittal of a [Valid Invoice](#)~~validated invoice~~. [The 35 calendar day payment provision shall not apply to invoices that have been rejected using Applicable Legal Authorities](#). Disputed invoiced amounts shall be governed by Section 4.4.8, INVOICE DISPUTES. Payments are due without regard to whether or when the Competitive Retailer receives payment from its Retail Customer(s). The Company shall specify the due date on the invoice, and the due date shall be the 35th calendar day after the transmittal date of the [Valid Invoice](#)~~validated invoice~~, unless the 35th day falls on a weekend or Banking Holiday, in which case the due date shall be the following Business Day [that is not a Banking Holiday](#). Electronic invoices transmitted after 5:00 p.m. ~~CPT (Central Prevailing Time)~~ shall be considered transmitted on the next calendar day.

Notwithstanding the above, Company and Competitive Retailer may mutually agree to different billing and payment timelines for Discretionary Services, provided that such terms are afforded on a non-discriminatory basis to all Competitive Retailers.

Competitive Retailer shall pay the invoice by electronic funds transfer (EFT) [or by wire transfer \(WT\) utilizing the electronic data interchange \(EDI\) standard](#) to a bank designated by Company. ~~Competitive Retailer may also pay by wire transfer (WT) accompanied by the appropriate SET transaction~~. Payment will be considered received on the date Company's bank receives the EFT or WT [and the appropriate remittance advice is received by Company in accordance with the requirements specified by Applicable Legal Authorities](#).

4.4.6 DELINQUENT PAYMENTS

Payments for Delivery Charges invoiced to Competitive Retailer shall be considered delinquent if not received by 5:00 p.m. ~~CPT (Central Prevailing Time)~~ of the due date stated on the validated invoice.

Delinquent payments will be subject to a one-time late fee of 5% of the delinquent balance existing on the day after the due date stated on the ~~Valid Invoice~~~~validated invoice~~. Competitive Retailer shall be considered in default only after a ten calendar day grace period has passed without the Competitive Retailer fully paying the delinquent balance. Upon delinquency of Competitive Retailer, Company shall provide notice in Writing to Competitive Retailer stating that Competitive Retailer is delinquent and shall be in default if payment is not received within ten calendar days. If the amount of the penalty is the sole remaining past-due amount after the ten calendar day grace period, the Competitive Retailer shall not be considered to be in default unless the penalty is not paid within an additional 30 calendar days.

4.4.7 PARTIAL PAYMENTS

Unless otherwise governed by Schedule TC of this Tariff or P.U.C. SUBST. R. 25.108, Financial Standards for Retail Electric Providers Regarding the Billing and Collection of Transition Charges, partial payments will be applied pro-rata to all separately stated charges.

4.4.8 INVOICE DISPUTES

Unless otherwise governed by Schedule TC of this Tariff or P.U.C. SUBST. R. 25.108, Financial Standards for Retail Electric Providers Regarding the Billing and Collection of Transition Charges, Competitive Retailer shall pay all undisputed portions of an invoice within the remittance timeframes of Section 4.4.5, REMITTANCE OF INVOICED CHARGES, unless otherwise agreed to by Company and Competitive Retailer. If a Competitive Retailer disputes all or a portion of an invoice, the Competitive Retailer may refuse to pay the disputed amount. If it does so, it shall provide written notice ~~to Company~~ of the dispute to the Company's designated contact under Section 3.9, DESIGNATION OF COMPANY CONTACT PERSONS FOR MATTERS RELATING TO DELIVERY SERVICE and shall include in the notice, at a minimum, an explanation of the disputed portion of the invoice, the basis of the dispute, and a proposed resolution.

Company may dispute the reason for which a Competitive Retailer rejects an invoice prescribed in Section 4.4.1, CALCULATION AND TRANSMITTAL OF DELIVERY SERVICE INVOICES. Company shall provide written notice of the dispute to the Competitive Retailer's designated contact and shall include in the notice, at a minimum, an explanation of the disputed rejection, the basis of the dispute and a proposed resolution.

Upon notice of a dispute, the responding party shall investigate and respond in writing to the disputing party within ten Business Days of transmittal of the notice. Such response shall include a proposed resolution. Within 20 Business Days of the response, either party may initiate ~~disputed invoice~~, Company shall investigate and report the results of the investigation within ten business days. Invoice disputes will be addressed promptly, and in the event the dispute is not resolved, the parties shall resort to the dispute

resolution procedures set forth in Section 4.9, DISPUTE RESOLUTION PROCEDURES. If Company does not receive notification of a dispute within 11 months from the due date of the invoice in question, said invoice shall be deemed conclusive and binding.

Upon resolution of the dispute, the appropriate adjustments will be reflected on the first subsequent invoice after resolution. If the Competitive Retailer has remitted amounts found to be improperly invoiced, Company shall pay interest on such amounts from the date payment was received by Company until the date of refund of such amounts at the interest rate set in accordance with Tex. Utilities Code Ann. Chapter 183. If the Competitive Retailer has been found to have withheld amounts properly invoiced, Competitive Retailer shall pay interest on the disputed amount from the due date on the invoice at the interest rate set in accordance with TEX. UTIL. CODE ANN. Chapter 183.

A Competitive Retailer shall not dispute a methodology used to estimate a [Meter Read](#) ~~meter read~~ if the estimation methodology has been approved by the Commission.

4.4.9 SUCCESSOR COMPETITIVE RETAILER

A Competitive Retailer shall not be obligated to pay the delinquent balance of another Competitive Retailer as a condition of providing service to Retail Customers. The prior Competitive Retailer, however, shall in no case be relieved of any previously invoiced charges or late fees incurred in the use of Company's Delivery System.

4.5 SECURITY DEPOSITS AND CREDITWORTHINESS

If Company is subject to a financing order, Competitive Retailer shall provide security for Transition Charges in accordance with Schedule TC of this Tariff in addition to other requirements in P.U.C. SUBST. R. 25.108, Financial Standards for Retail Electric Providers Regarding the Billing and Collection of Transition Charges. For purposes of establishing any required deposit for Transition Charges, a Competitive Retailer shall provide any required deposit within ten calendar days of receipt of the first [Valid Invoice](#) ~~valid invoice~~ from the Company. [Notwithstanding any contrary provision of any financing order signed by the Commission prior to the approval of this Tariff, neither Company nor any Competitive Retailer shall be required to provide a notice of explanation to its customer of the use of Transition Funds.](#)

[If Company is subject to a financing order, Competitive Retailer shall provide security for Transition Charges in accordance with Schedule TC of this Tariff in addition to other requirements in P.U.C. SUBST R. 25.108, FINANCIAL STANDARDS FOR RETAIL ELECTRIC PROVIDERS REGARDING THE BILLING AND COLLECTION OF TRANSITION CHARGES. The total amount of the deposit for Transition Charges shall not exceed the total amount of Transition Charges invoiced to the Competitive Retailer during any two months of the immediately preceding 12 month period. Company shall select the two months on which to base the](#)

[deposit provided that the two months selected are the same two months for all ESI IDs served by that Competitive Retailer.](#)

4.5.1 SECURITY RELATED TO OTHER DELIVERY CHARGES

4.5.1.1 DEPOSIT REQUIREMENTS

Except as provided for in Schedule TC of this Tariff and P.U.C. SUBST. R. 25.108, Financial Standards for Retail Electric Providers Regarding the Billing and Collection of Transition Charges, Company shall not require deposits for a Competitive Retailer that has not defaulted under Section 4.6, DEFAULT AND REMEDIES ON DEFAULT, within the past 24 months. If a Competitive Retailer has defaulted under Section 4.6 within the past 24 months, Company shall require the Competitive Retailer to provide a deposit as security for payments of amounts billed under this Tariff. Competitive Retailers who do not provide and maintain the security required by this section shall be considered in default, as provided in Section 4.6.

4.5.1.2 SIZE OF DEPOSIT

Deposits shall be equal to one-sixth of the estimated annual amount to be billed under this Tariff by Company to Competitive Retailer. The computation of the size of a required deposit shall be mutually agreed upon by the Competitive Retailer and Company. The amount of deposit shall be adjusted, if necessary, during the first month of each calendar quarter to ensure that the deposit accurately reflects the required amount.

4.5.1.3 FORM OF DEPOSIT

Deposits under this section shall be in the form of cash, surety bond, letter of credit, affiliate guaranty, or any combination thereof at the Competitive Retailer's option. Competitive Retailer and Company may mutually agree to other forms of security, provided that Company offers such terms on a non-discriminatory basis to all Competitive Retailers. The Company shall be the beneficiary of any affiliate guaranty, surety bond or letter of credit. Providers of affiliate guaranty, surety bonds or letters of credit must have and maintain long-term unsecured credit ratings of not less than "BBB-" or "Baa3" (or equivalent) from Standard and Poor's or Moody's Investor Service, respectively. Other forms of security may be mutually agreed to by Company and Competitive Retailer. [If the credit rating of the provider of the surety bond, affiliate guarantee, or letter of credit is downgraded below BBB- or Baa3 \(or equivalent\), Competitive Retailer must provide a deposit in accordance with this Tariff within ten Business Days of the downgrade. ~~Within ten Business Days of the quarterly review in Section 4.5.1.2, SIZE OF DEPOSIT, Competitive Retailer shall remit additional cash or replacement affiliate guaranty, surety bonds or letters of credit, as applicable, in the amount determined pursuant to the review.~~](#)

4.5.1.4 INTEREST

Cash deposits shall accrue interest payable to Competitive Retailer. Company shall pay all interest to Competitive Retailer upon refund of the deposit, or during the quarterly review under Section 4.5.1.2, SIZE OF DEPOSIT, if such interest causes the size of the deposit to exceed the required amount. ~~Interest shall~~~~The rates of interest to~~ be paid at the Commission-approved interest rate for customer deposits. ~~shall be in accordance with the Tex. Utilities Code Ann. Section 183.~~

4.5.1.5 HISTORICAL DEPOSIT INFORMATION

Company shall maintain records showing the name and address of a depositor, the amount of the deposit, and each transaction concerning the deposit. Records of each unclaimed deposit shall be maintained for at least four years, during which time Company will make reasonable efforts to return the deposit and any accrued interest.

4.5.1.6 REFUND OF DEPOSIT

Deposits, plus any accrued interest, shall be returned to Competitive Retailer after deduction of all charges and other debts that the Competitive Retailer owes Company, including any applicable late fees, when:

- (1) Competitive Retailer ceases operations within Company's service territory;
- (2) Other arrangements are made for satisfaction of deposit requirements; or
- (3) 24 months have elapsed without Competitive Retailer defaulting on any payment obligations.

All unclaimed deposits will be held by Company for four years from the date the Competitive Retailer ceases operations in the Company's service territory.

4.5.2 CREDIT REPORTING

The Company shall report Competitive Retailer's credit history with Company to national credit bureaus and shall promptly correct any erroneously reported information.

4.6 DEFAULT AND REMEDIES ON DEFAULT

4.6.1 COMPETITIVE RETAILER DEFAULT

A Competitive Retailer shall be considered to be in default under this Tariff if the Competitive Retailer:

- (1) Fails to remit payment to the Company as set forth in Section 4.4.6, DELINQUENT PAYMENTS;
- (2) Fails to satisfy any material obligation under this Tariff, including failure to fulfill the security requirements set forth in Section 4.5, SECURITY DEPOSITS AND CREDITWORTHINESS; or
- (3) ~~Is no longer certified~~ ~~Loses its Commission certification~~ as a Retail Electric Provider.

4.6.2 REMEDIES ON DEFAULT

4.6.2.1 DEFAULT RELATED TO FAILURE TO REMIT PAYMENT CHARGES OR MAINTAIN REQUIRED SECURITY

Upon Competitive Retailer's default related to failure to remit payment charges or maintain required security, Company may pursue any or all of the following remedies:

- (1) Apply to delinquent balances Competitive Retailer's cash deposit, if any, and any accrued interest, or seek recourse against any letter of credit or surety bond for the amount of delinquent charges due to Company, including any penalties or interest;
- (2) Avail itself of any legal remedies that may be appropriate to recover unpaid amounts and associated penalties or interest;
- (3) Implement other mutually suitable and agreeable arrangements with Competitive Retailer, provided that such arrangements are available to all Competitive Retailers on a non-discriminatory basis;
- (4) Notify the Commission that Competitive Retailer is in default and request suspension or revocation of Competitive Retailer's certificate; and
- (5) Require Competitive Retailer to do one of the following:
 - ~~(A) Transfer the billing and collection responsibility for all charges to the Provider of Last Resort. Amounts collected by the POLR shall first be applied to amounts due Company, including any late fees and penalties with remaining amount released to the Competitive Retailer;~~
 - ~~(A)(B)~~ Immediately arrange for all future remittances from Retail Customers to be paid into a dedicated account~~lock box~~ controlled by Company. Amounts collected in a dedicated account~~lock box~~ shall first be applied to amounts due Company, including any late fees and penalties with remaining amounts released to Competitive Retailer. Competitive Retailer shall bear all costs of such mechanism; or
 - ~~(B)(C)~~ Require Competitive Retailer to transition customers to another REP or POLR~~Immediately arrange for Competitive Retailer's customers to be served by another qualified Competitive Retailer or the POLR.~~

A Competitive Retailer that has defaulted shall choose and notify Company as to which option under (5) above it shall implement, but, if the Competitive Retailer fails to immediately implement one of those options, Company shall immediately implement option ~~(B)(A)~~. If Company or A Competitive Retailer chooses~~choosing~~ option ~~(B)(A) or (C)~~, Competitive Retailer shall provide all needed customer information to the POLR within three Business Days so that the POLR can bill Retail Customers. Competitive Retailer shall notify its Retail Customers of its choice of option (A) or ~~(B)(C)~~ as soon as possible.

4.6.2.2 DEFAULT RELATED TO FAILURE TO SATISFY OBLIGATIONS UNDER TARIFF

Upon failure of Competitive Retailer to satisfy material obligations under this Tariff, Company shall provide notice of default to Competitive Retailer that explains the reason(s) for default. Competitive Retailer shall have ten Business Days to cure such reasons for default. Upon failing to cure the default within ten Business Days of notification~~de-se~~, Company may pursue any or all of the following:

- (1) Implement mutually suitable and agreeable arrangements with Competitive Retailer, provided that such arrangements are available to all Competitive Retailers on a non-discriminatory basis;
- (2) Notify the Commission that Competitive Retailer is in default and request that certification be suspended or revoked~~cancelled~~;
- (3) Notify the Commission that the Municipally Owned Utility~~municipally owned utility~~ or Electric Cooperative~~electric cooperative~~ is in default, and request that its Retail Customers in Company's service territory be immediately served by another qualified Competitive Retailer or the POLR.

4.6.2.3 DEFAULT RELATED TO DE-CERTIFICATION

Upon loss of Commission certification as a Retail Electric Provider, Competitive Retailer shall abide by P.U.C. SUBST. R. 25.107, Certification of Retail Electric Providers, with respect to notice and transfer of Retail Customers to another qualified Competitive Retailer or the POLR. In the event Competitive Retailer fails to abide by this rule, the Commission may ~~shall~~ instruct the Registration Agent to immediately transfer the customers to the POLR.

4.6.3 CURE OF DEFAULT

Upon payment of all past due amounts and associated penalties and late fees, establishment of any security required pursuant to Section 4.5 SECURITY DEPOSITS AND CREDITWORTHINESS, and cure of any failure to fulfill its material obligations under~~abide by the provisions of~~ this Tariff, Competitive Retailer will no longer be considered in default and will not be required to comply with Section 4.6, DEFAULT AND REMEDIES ON DEFAULT.

4.7 MEASUREMENT AND METERING OF SERVICE

4.7.1 MEASUREMENT

All charges for electricity consumed or demanded by an electric customer shall be based on Meter measurement except where otherwise provided for by the applicable Rate Schedule or this Tariff. ~~Charges~~

~~for Delivery Service are calculated using measurements obtained from Meters and estimation, or otherwise as defined in the applicable Rate Schedule.~~ Meters for residential Retail Customers shall be Company owned ~~unless otherwise determined by the Commission.~~ ~~Commercial and industrial~~ Retail Customers ~~required by the Independent Organization to have an IDR Meter~~ may choose a Meter Owner, ~~other than Company,~~ in accordance with ~~Applicable Legal Authorities, P.U.C. Subst. R. 25.311, Competitive Metering Services.~~

Company shall provide metering services and provide monthly Meter Reads ~~meter reads~~ used for Company billing, billing by a Competitive Retailer and ERCOT settlement in accordance with Applicable Legal Authorities and all standards and Protocols adopted by the Independent Organization.

When mutually agreed to by Company and Competitive Retailer, if Retail Customer takes Delivery Service at primary distribution or transmission voltage, Company may meter Delivery Service on the low side of Retail Customer's transformers and adjust measurements to account for losses as set forth in ~~the Rate Schedules in~~ Section 6.1, RATE SCHEDULES.

4.7.2 METER READING

Company is responsible for reading the Meter on a monthly basis in accordance with the published Meter Reading Schedule. Company must obtain an actual Meter Reading within two Business Days of the date published in the Meter Reading Schedule, except as otherwise provided herein, and shall submit the Data from the Meter Read to the Registration Agent within three Business Days of the Scheduled Meter Reading date. If an actual Meter Reading is not obtained, Company shall estimate the Meter Reading for invoicing purposes in accordance with this Chapter, the Rate Schedules in Section 6.1, RATE SCHEDULES, and Applicable Legal Authorities, and Company shall provide the reason for the estimation and the estimation method used. Unless otherwise provided in this section or in the Rate Schedule, a Meter Reading shall not be estimated more than three times in a Calendar year and no more than three times consecutively.

If in any month Company is unable to gain access to the Premises to read the Meter, Company shall provide the Retail Customer a door hanger requesting Access the following month. Company shall inform Competitive Retailer that Company was unable to gain access and the reason that Company was unable to gain access, providing enough detail that Competitive Retailer can explain to the Retail Customer. Competitive Retailer shall contact the Retail Customer to request Access for Company the following month and inform the Retail Customer of the options for continuing to fail to provide Access.

After three months of denial of Access to read the Meter in a calendar year or after three consecutive months of denial of Access to read the Meter, the Retail Customer has the following options:

a) disconnection of service;

b) installation of a remotely read Meter at the Retail Customer's expense and billed directly by Company; or

c) relocation of the Meter to make Meter accessible at the Retail Customer's expense and billed directly by Company.

If Retail Customer does not choose an option, the Competitive Retailer shall choose the option on behalf of the Retail Customer.

Company may continue to estimate for an additional 30 days if option (a) is chosen, and continue estimation an additional 60 days if options (b) or (c) is chosen.

In any month where the Meter Reading fails high/low validation process, Company shall perform a Meter re-read at no cost to the Competitive Retailer or Retail Customer.

4.7.3 REPORTING MEASUREMENT DATA

Company shall report measurement data for a Point of Delivery as required by this Chapter and Applicable Legal Authorities.

4.7.4 METER TESTING

Company will test the Meters in accordance with the schedule and standards of the American National Standards Institute, Incorporated ("ANSI"), as adopted by the Commission, and P.U.C. SUBST. R. 25.124, Meter Testing. Upon ~~notice of~~ a request by any authorized person in accordance with Applicable Legal Authorities, Company will perform additional tests of the accuracy of the Meter no later than ten Business Days after the ~~request~~ notice is received, provided the Meter is a self-contained single phase, kWh Meter and subject to obtaining Access as provided in Section 5.4.8, ACCESS TO RETAIL CUSTOMER'S PREMISES and completing any necessary coordination with the Retail Customer or a third party. In the event the Meter is other than a self-contained, single phase kWh Meter, Company will perform the additional tests no later than thirty calendar days after the request is received. The additional tests will be performed preferably on the Retail Customer's Premises, but may, at Company's discretion, be performed at a Meter Company's test laboratory. The additional tests will be free of charge if the Meter is determined to be outside the accuracy standards established by ANSI or if a test has not been requested and performed in the previous four years, Company will provide a copy of the complete results of that test to the requesting party. Competitive Retailer or Retail Customer may request a new test if one has been performed within the previous four years, but if ~~.- If a Meter test has been requested in the previous four years and~~ the Meter tests within ANSI accuracy standards Company will charge Competitive Retailer for the additional tests in accordance with the Rate Schedules in Section 6.1, RATE SCHEDULES. Following the completion of any additional test, Company will promptly advise the party requesting the test of the

date of removal of the Meter, the date of the test, the result of the test, and who conducted the test and where the test was performed~~made the test~~.

A Competitive Retailer may request testing of a Non-Company Owned Meter. Company shall invoice any charges resulting from the request, to the Competitive Retailer. If a Non-Company Owned Meter is determined to be outside the accuracy standards established by ANSI, the Company shall remove the Meter and install a replacement Meter~~meter~~. Company must immediately notify Competitive Retailer upon removal of the Meter.

4.7.5 INVOICE ADJUSTMENT DUE TO METER INACCURACY

If any Meter is determined to be outside of the accuracy standards established by the ANSI, unless bypassed or Tampered with, proper correction will be made of previous measurement data readings from the time the Meter was in service since last tested, but not exceeding 150 days, shall be corrected, adjusted, and corrected invoices rendered.

In situations where the limitation on backbilling or application of interest is not applicable as a result of the exception for Tampering or theft of service, Company shall provide reasonable documentation, including photographs, if available, to the Competitive Retailer upon request.

If a Meter is determined not to register for any period, unless bypassed or Tampered with, Company will invoice Retail Customer's Competitive Retailer for the Delivery Charges associated with the amount of Electric Power and Energy delivered, but not Metered~~metered~~, for a period not to exceed six months from the current calendar month, based on amounts used under similar conditions during a period preceding or subsequent thereto, or during corresponding periods in previous years.

4.8 DATA EXCHANGE

Company shall make proprietary Retail Customer information available to Competitive Retailer as prescribed by ~~the~~ Applicable Legal Authorities. Company shall not assess separate charges for the provision of Meter Data~~meter~~ or load data to Competitive Retailer.

4.8.1 DATA FROM METER READING

Company shall make available to the Registration Agent within three Business Days of the scheduled Meter Reading date ~~Retail Customer's Competitive Retailer in a timely manner~~ all the data recorded in the Meter that is used for Company billing and is required by the Retail Customer's settlement profile (such as kWh~~KWh~~, kW, KVA) and, if applicable, Power Factor and any Meter Data required by Applicable Legal

~~Authorities commission rules~~ for Competitive Retailer to bill the Retail Customer. The Competitive Retailer has the right to physical access of the Meter to the same extent Retail Customer has access, in accordance with the provisions of Section 5.10.2, RETAIL CUSTOMER RIGHTS AND RESPONSIBILITIES, to obtain Meter Data if:

- (1) The Retail Customer authorizes the Competitive Retailer to access the Meter;
- (2) Data integrity is not compromised; and
- (3) Access is technically feasible; ~~and~~
- ~~(4) Only to the extent Retail Customer has access.~~

Metering data, except as specified in Section 4.8.1.3, OUT-OF-CYCLE METER READS, will be sent to the Competitive Retailer in complete billing periods.

All ~~Meter Data~~ metering data values for IDR Meters will contain an associated date/time ~~Date/Time~~ field as a time stamp. All other Meters will have a date field. All time stamps (both for data points and sets of data) will be reported in Central Prevailing Time. Metering Data values for advanced Meters will contain a date/time field, consistent with Protocols implemented through Applicable Legal Authorities.

Unless procedures are established for historical usage information to be provided by the Independent Organization, Company shall provide, in accordance with P.U.C. SUBST. R 25.472 and within three Business Days if requested by Competitive Retailer in a switch request, the most recent 12 months of historical usage and/or interval data for a Retail Customer to Competitive Retailer ~~through~~ via the appropriate TX SET protocol ~~upon the switching of a Retail Customer to a new Competitive Retailer.~~

Unless procedures are established for access to historical usage information to be provided by the Independent Organization, Company shall provide access to Retail Customer's historical usage and/or interval data, congestion management zones and loss designation code to Retail Customer and with the Retail Customer's permission, current and/or prospective Competitive Retailers within three Business Days of the request. Company shall maintain at least 12 months of usage and/or ~~Demand~~ demand data for each customer with a volumetric or ~~Demand Meter~~ demand meter and shall also maintain interval data for any customer for whom Company records interval data. If access not provided by the Independent Organization, Company shall provide access to this data non-residential customers ~~for interval data recorder (IDR) customers and advanced meter customers, as that term is defined in P.U.C. SUBST. R. 25.341,~~ through a web-portal, or other means such that the historical data is accessible at any time. Company shall ensure confidentiality of customer load data through the assignment of unique customer passwords or personal identification numbers (PINs) released only to the ~~IDR-metered~~ Retail Customer.

4.8.1.1 DATA RELATED TO INTERVAL METERS

Data from interval Meters will be sent as ~~kWh~~~~KWH~~ during each interval. The ~~kWh~~~~KWH~~ and KW or KVA Demand, as applicable, will be reported for each interval. Each recording interval shall be labeled according to Applicable Market Rules. ~~The time stated for a recording interval shall be the end of the interval.~~

4.8.1.2 DATA REPORTED BY VOLUMETRIC ~~(kWh)~~~~(KWH)~~ METERS

Data reported by volumetric ~~(kWh)~~~~(KWH)~~ Meters will include: the start-of-period date and time, usage for period, ~~Demand~~~~demand~~ readings (if available), end-of-period date and time, and end-of-period reading. Exceptions, which include initial Meter Reads ~~start-of-accounts~~ and Meter changes for start-of-period reading, shall be appropriately labeled and provided in accordance with Applicable Legal Authorities. ~~must be sent.~~

Upon termination of a Retail Customer's Delivery Service at a particular Point of Delivery through a successfully executed move-out transaction, Company will provide Meter Data to the Registration Agent. ~~Metered data upon termination of a Retail Customers' Delivery Service at a particular Point of Delivery (final read) will be provided by Company to Competitive Retailer within three Business Days of from the date that the move-out was executed.~~ ~~Delivery Service has been terminated.~~

4.8.1.3 OUT-OF-CYCLE METER READS

If a Competitive retailer requests an Out-of-cycle Meter Switch Reads, Company shall perform the associated out-of-cycle Meter Read in accordance with the timelines provided in Chapter 6. Out-of-cycle Meter Reads associated with a Retail Customer's change in designated Competitive Retailer shall be provided to both the new and previous Competitive Retailers on the next Business Day following the out-of-cycle Meter Read date. In all instances, the beginning and ending Meter Reading dates provided to both Competitive Retailers shall match. For the new Competitive Retailer, the billing period begins with the out-of-cycle Meter Read, and for the previous Competitive Retailer, the billing period ends with the out-of-cycle Meter Read.

Out-of-cycle Meter Reads not associated with a Retail Customer's change in Competitive Retailer shall be provided to Competitive Retailer requesting such Meter Read within three Business Days following the out-of-cycle Meter Read ~~meter read~~ date.

Competitive Retailer may be charged for an out-of-cycle Meter Read pursuant to the Rate Schedules of this Tariff.

4.8.1.4 ESTIMATED USAGE

Company is responsible for reading Meter on a monthly basis in accordance with the published Meter Reading Schedule. If an actual Meter Reading is not obtained, Company shall estimate the Meter Reading for invoicing purposes in accordance with this Tariff. In no event shall such estimate equal zero for a known active Meter, nor equal or exceed double the previous non-estimated month's usage.

Any electronic transaction transmitting an estimated Meter Reading to Competitive Retailer shall clearly denote that the Meter Reading is an estimate and include an explanation of the reason for the estimation. When an actual Meter Reading is taken after two or more consecutive months, Company shall allocate any over or under-estimated usage over the entire estimation period. The allocation shall be based on the average daily consumption for the Retail Customer for the period between actual Meter Reads. Estimated usage must be identified as "Estimated" in the SET transactions. If requested, Company shall provide the reason for estimation and the estimation method used. If an estimation methodology is developed by the Commission or other Applicable Legal Authority, Company shall use that methodology.

4.8.1.5 METER/BILLING DETERMINANT CHANGES

Upon a Meter change, the data for each Meter shall be reported as a separate set of data within a single SET corresponding to the Retail Customer's billing period.

If a Meter is replaced, an estimation of Metering Data ~~metering data~~ may be made. The period of estimated Metering Data ~~metering data~~ will be reported with the old Meter number.

If changes occur in Rate Schedule Billing Determinants~~billing determinants~~, the new Billing Determinants~~billing determinants~~ will not become part of billing until the new Billing Determinants~~billing determinants~~ are available for a full Meter Read cycle.

4.8.2 DATA FOR UNMETERED LOADS

For unmetered service, the following standards apply:

- (1) One usage value will be posted for an account, which may encompass multiple Points of Delivery;
- (2) If a change in an account's inventory of Points of Delivery is discovered for a past billing period, the entire amount of usage for the account should be reported as an adjustment; and
- (3) If an account goes from unmetered to metered service, metered usage starts with the first full billing cycle after the Meter is installed.

4.8.3 ADJUSTMENTS TO PREVIOUSLY TRANSMITTED DATA

Re-sending or adjusting of previously transmitted data arises from data maintenance activities (e.g., response to inquiries, needs to restore data files, and responses to problems with posted data) and Meter maintenance activities (e.g., adjustments as improved information becomes available due to discovery of incorrect reads, crossed Meters, non-registering Meters, slow or fast Meters, incorrect multipliers, etc.).

The following standards apply to such previously transmitted data:

- (1) When corrections are made to previously sent data, the original SET is first cancelled. A new SET of “original” data is then transmitted;
- (2) When corrections are made to previously sent data, the complete set of data pertaining to a Meter and billing cycle will be resent. When re-sending or correcting data, each billing cycle for the affected Meter will be in a distinct data set in the SET. Only the data for the affected billing cycle and Meter will be resent;
- (3) In the case of “crossed Meters,” in which Meter numbers have been incorrectly reported for sets of usage data, the original SET will be cancelled and a new SET transmitted that correctly reports the data, ESI ID, and other associated data;
- (4) Company will make corrected data available to the original recipients in a timely manner no matter when the correction is made; ~~and~~
- (5) Company shall provide a reason for an adjustment to Competitive Retailer when the adjustment is made; ~~and~~
- (6) All transactions containing corrections must be sent in accordance with TX SET standards as set forth in TX SET Implementation Guidelines and Commission rules.

4.8.4 DATA EXCHANGE PROTOCOLS

The following standards and Protocols are a baseline, or minimum set, necessary to facilitate data exchange between parties. Parties shall also comply with data exchange Protocols established by the Commission or Independent Organization.

- (1) A uniform premise identifier number, ESI ID, will be utilized by the Company;
- (2) The ESI ID number will be used in all data exchanges specific to related premise data transactions;
- (3) ESI ID is a unique, permanent, and non-intelligent number, used to facilitate communications in an unbundled electric market. The format shall be as determined by the Protocols adopted by the Independent Organization; and
- (4) An ESI ID will be assigned by the Company for each Point of Delivery in accordance with Protocols adopted by the Independent Organization.

4.9 DISPUTE RESOLUTION PROCEDURES

4.9.1 COMPLAINT PROCEDURES

For complaints about Delivery Service including billing disputes, Competitive Retailer may contact the Company during normal business hours.

Company and Competitive Retailer shall use good-faith and ~~commercially~~ reasonable efforts to informally resolve all disputes arising out of the implementation or interpretation of this Tariff and/or the activities relating to retail access. Unless otherwise provided for in this Tariff, all disputes shall be conducted pursuant to the following procedures:

- (1) Company or Competitive Retailer may initiate the dispute process by presenting to the other party a notice of the dispute/complaint in writing, unless the dispute involves an invoice and notice has already been given under Section 4.4.8, INVOICE DISPUTES. Notice shall include, at a minimum, a clear description of the dispute, the nature of the dispute, a contact name and telephone number, and a proposed resolution;
- (2) Disputes shall be referred as promptly as practicable to a designated senior representative of each of the parties for resolution on an informal basis;
- (3) The receiving party shall investigate the complaint and provide a response to the complaining party and a proposed resolution in writing as soon as possible, but not later than ten Business Days following receipt of the complaint;
- (4) In the event that the designated representatives are unable to resolve the dispute within 30 calendar days, from the date of the complaining party's initial notice under this Section, such dispute, by mutual agreement, may be referred to mediation or be submitted to binding arbitration and resolved in accordance with the current Commercial Arbitration Rules of the American Arbitration Association; and
- (5) In the event that binding arbitration is not chosen and resolution is not obtained within 30 calendar days after the initial ~~notice/complaint~~ (or another mutually agreed upon timeline), an affected party may file a complaint at any time thereafter with the Commission.

4.9.2 COMPLAINT WITH REGULATORY AUTHORITY

Nothing in this section shall restrict the rights of Company or Competitive Retailer to file a complaint with the Commission to seek dispute resolution under any other Applicable Legal Authority ~~applicable rules or law~~, or to exercise all other legal rights and remedies.

4.10 SERVICE INQUIRIES

Competitive Retailer may contact Company regarding the Delivery Service in situations that include, but are not limited to, the following:

- (1) Inquiries regarding site specific Delivery Services;
- (2) Construction of new lines, installation of a Meter, modification of existing equipment or change in Point of Delivery;
- (3) Special circumstances such as Delivery Service requirements that are of non-standard size or characteristics; or
- (4) Initiation of Delivery System Service to Retail Customer.

A Competitive Retailer seeking information about the above items may contact Company as appropriate during normal business hours.

4.11 OUTAGE AND SERVICE REQUEST REPORTING

4.11.1 NOTIFICATION OF INTERRUPTIONS, IRREGULARITIES, AND SERVICE REQUESTS

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

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

Regardless of the option chosen, a Competitive Retailer shall provide Company with the information needed to verify Retail Customer's identity (name, address, and home phone number) for a particular Point of Delivery served by Competitive Retailer and shall continually provide Company updates of such information, in the manner prescribed by Applicable Legal Authorities.

Competitive Retailer choosing option (1) must ensure that all necessary information is electronically communicated to Company in a timely manner using the appropriate [TX_SET](#) protocol or other communication alternative agreed to by Company and Competitive Retailer, so as not to unnecessarily delay Company's response. Upon notification by a Competitive Retailer that the Competitive Retailer plans to forward outage information or service order requests to Company electronically, Company shall be capable of receiving data electronically from Competitive Retailer within 18 months, unless mutually agreed otherwise by Company and Competitive Retailer or Company obtains a waiver from the Commission. The data necessary includes the following information:

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

A Competitive Retailer choosing option (2) shall ensure that calls are properly forwarded to a Company supplied toll free telephone number. A Competitive Retailer choosing option (3) shall provide Retail Customers, in accordance with the Commission's customer protection rules, with the Company supplied toll free telephone number and indicate that Retail Customer should call this number for interruptions, irregularities, outages and/or service requests. A Competitive Retailer choosing option (2) or (3) shall 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~~retail customers~~. Company shall not act in a discriminatory manner in making such arrangements with Competitive Retailers.

Competitive Retailer shall designate in the Delivery Service Agreement Form (Appendix A to this Tariff ~~the pro forma tariff~~) which one of the three options it will select as its primary method for reporting interruptions, irregularities, outages, and which one of the three options it will select as its primary method for making service repair requests. Nothing in this section is meant to restrict a Competitive Retailer who has chosen to utilize option (1) or (2) for the majority of their Retail Customers to allow a Retail Customer with special needs to directly contact the Company if agreed to by the Competitive Retailer and Retail

Customer, provided that Competitive Retailer abides by the ~~above~~ conditions [prescribed by this section for](#) ~~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 60 days in advance of such change.

4.11.2 RESPONSE TO REPORTS OF INTERRUPTIONS AND REPAIR REQUESTS

Company will promptly investigate reported problems. If, upon making a Service Call, Company determines that a reported problem is caused by a condition on Retail Customer's side of the Point of Delivery, Company shall notify Competitive Retailer, and, if authorized by the Commission, charge Competitive Retailer a fee for the Service Call pursuant to the applicable Rate Schedule.

CHAPTER 5: SERVICE RULES AND REGULATIONS RELATING TO THE PROVISION OF DELIVERY SERVICE TO RETAIL CUSTOMERS

5.1 GENERAL

5.1.1 APPLICABILITY OF CHAPTER

This Chapter governs the terms of access and conditions of the provision of Delivery Service by Company to Retail Customers, whether the Retail Customer has entered into a Service Agreement or not. This Tariff also applies to Retail Customers receiving Delivery Service unlawfully or pursuant to unauthorized use.

5.1.2 COMPANY CONTACT INFORMATION

Notices and other communications by Retail Customer to Company shall be addressed to:

<CONTACT NAME>

<CONTACT ADDRESS>

<CONTACT PHONE NUMBER>

5.2 LIMITS ON LIABILITY

5.2.1 LIABILITY BETWEEN COMPANY AND RETAIL CUSTOMERS

This Tariff is not intended to limit the liability of Company or Retail Customer for damages except as expressly provided in this Tariff.

Company will make reasonable provisions to supply steady and continuous Delivery Service, but does not guarantee the Delivery Service against fluctuations or interruptions. Company will not be liable for any damages, whether direct or consequential, including, without limitation, loss of profits, loss of revenue, or loss of production capacity, occasioned by fluctuations or interruptions unless it be shown that Company has not made reasonable provision to supply steady and continuous Delivery Service, consistent with the Retail Customer's class of service, and in the event of a failure to make such reasonable provisions (whether as a result of negligence or otherwise), Company's liability shall be limited to the cost of necessary repairs of physical damage proximately caused by the service failure to those electrical ~~Delivery~~ facilities of Retail Customer which were then equipped with the protective safeguards recommended or required by the then current edition of the National Electrical Code.

However, if damages result from fluctuations or interruptions in Delivery Service that are caused by Company's or Retail Customer's gross negligence or intentional misconduct, this Tariff shall not preclude recovery of appropriate damages when legally due.

5.2.2 LIMITATION OF DUTY AND LIABILITY OF COMPETITIVE RETAILER

Competitive Retailer has no ownership, right of control, or duty to Company, Retail Customer or other third party, regarding the design, construction or operation of Company's Delivery System. Competitive Retailer shall not be liable to any person or entity for any damages, direct, indirect or consequential, including, but without limitation, loss of business, loss of profits or revenue, or loss of production capacity, occasioned by any fluctuations or interruptions of Delivery Service caused, in whole or in part, by the design, construction or operation of Company's Delivery System.

5.2.3 DUTY TO AVOID OR MITIGATE DAMAGES

Company and Retail Customer shall use reasonable efforts to avoid or mitigate its damages or losses suffered as a result of the other's culpable behavior under subsection 5.2.1, LIABILITY BETWEEN COMPANY AND RETAIL CUSTOMERS.

5.2.4 FORCE MAJEURE

Neither Company nor Competitive Retailer shall be liable in damages for any act or event that is beyond such party's control and which could not be reasonably anticipated and prevented through the use of reasonable measures, including, but not limited to, an act of God, act of the public enemy, war, insurrection, riot, fire, explosion, labor disturbance or strike, wildlife, unavoidable accident, equipment or material shortage, breakdown or accident to machinery or equipment, or good-faith compliance with a then valid curtailment, order, regulation or restriction imposed by governmental, military, or lawfully established civilian authorities, including any order or directive of the Independent Organization.

5.2.5 EMERGENCIES AND NECESSARY INTERRUPTIONS

Company may curtail, reduce voltage, or interrupt Delivery Service in the event of an emergency arising anywhere on the Delivery System or the interconnected systems of which it is a part, which emergency poses a threat to the integrity of its system or the systems to which it is directly or indirectly connected if, in its sole judgment, such action may prevent or alleviate the emergency condition. Company may interrupt service when necessary, in Company's sole judgment, for inspection, test, repair, or changes in Company's Delivery System, or when such interruption will lessen or remove possible danger to life or property, or will aid in the restoration of Delivery Service.

Company shall provide advance notice to Retail Customer's Competitive Retailer, if reasonably possible. Such notice may be ~~made~~ by electronic notice to all certificated Competitive Retailers operating within Company's service territory with specific identification of location, time and expected duration of outage. Notice shall also be provided, if reasonably possible, to those Retail Customers for whom a Competitive Retailer has provided notice to the Company that interruptions or suspensions of service will create a dangerous or life-threatening condition on the Retail Customer's ~~Premises~~premises. Retail Customer should notify their Competitive Retailer if a condition exists on the Retail Customer's ~~Premises~~premises such that a suspension or interruption of service will create a life-threatening or dangerous condition.

Nothing herein shall prevent the Company from being liable if found to be grossly negligent or to have committed intentional misconduct with respect to its exercise of its authority in this Tariff.

5.2.6 LIMITATION OF WARRANTIES BY COMPANY

Company makes no warranties with regard to the provision of Delivery Service and disclaims any and all warranties, express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose.

5.3 SERVICE

Company shall provide Delivery Service pursuant to the terms and conditions of this Tariff to any Retail Customer within Company's certificated service territory requiring such service. Except as required for Construction Services or other unique Delivery Service needs, Retail Customer should contact Retail Customer's designated Competitive Retailer for all matters relating to the provision of electric service.

5.3.1 INITIATION OF DELIVERY SYSTEM SERVICE (SERVICE CONNECTION)

For the purposes of this section, "initiation of Delivery System Service" refers to the actions taken by Company to energize Retail Customer's connection to the Delivery System.

5.3.1.1. INITIATION OF DELIVERY SYSTEM SERVICE WHERE CONSTRUCTION SERVICES ARE NOT REQUIRED

Where existing Company facilities will be used for Delivery System Service and no Construction Service is needed, Company shall initiate Delivery System Service for Retail Customer if requested by Competitive Retailer through the Registration Agent unless:

- (1) ~~The~~Unless Retail Customer's Electrical Installation is known to be hazardous under applicable ~~Codes~~codes, or is of such character that adequate satisfactory Delivery System Service cannot be provided consistent with Good Utility Practice, or interferes with the service of other Retail Customers; or

~~(2)~~ Upon notification by the Registration Agent that Retail Customer has selected an eligible Competitive Retailer; and

~~(2)(3)~~ Unless Competitive Retailer is not eligible for Delivery Service under Section 4.3.1 or the Competitive Retailer or Retail Customer is in default under this Tariff. Retail Customer is considered to be in default if Retail Customer fails to satisfy any material obligation under this Tariff after being given notice of the failure and at least ten days to cure.

The Retail Customer is responsible for selecting an eligible Competitive Retailer. Company shall direct Retail Customer to the Commission for a list of eligible Competitive Retailers or to other sources of information subject to Commission's Code of Conduct rules, if requested.

~~Requests Applications~~ for new Delivery System Service not involving Construction Service shall be filled in accordance with Chapter 6.2.1, CONNECTION CHARGES, within seven Business Days after Company's receipt of both the request, and if applicable, notification of approval of Retail Customer's Electrical Installation by the proper authority as provided in Section 5.4.2, INSPECTION AND APPROVAL OF RETAIL CUSTOMER'S ELECTRICAL INSTALLATION.

5.3.1.2. INITIATION OF DELIVERY SYSTEM SERVICE WHERE CONSTRUCTION SERVICES ARE REQUIRED

Where Construction Services are required prior to the initiation of Delivery System Service, Retail Customer may contact Company directly to make arrangements for such service. All such requests shall be governed by the provisions in Section 5.7, FACILITIES EXTENSION POLICY. After completion of Construction Service, Company shall initiate Delivery System Service in accordance with Section 5.3.1.1, INITIATION OF DELIVERY SYSTEM SERVICE WHERE CONSTRUCTION SERVICES ARE NOT REQUIRED.

5.3.2 REQUESTS FOR CONSTRUCTION SERVICES

All Construction Service requests must include the following information:

- (1) Retail Customer contact name;
- (2) Retail Customer contact phone number;
- (3) ESI ID, if in existence and available;
- (4) Service address (including City and zip code), ~~and~~ directions to location, and access instructions when appropriate;
- (5) Construction Services requested; and
- (6) Date requested for Company to perform or provide Construction Service.

Company will contact the person designated in the request within two Business Days to make necessary arrangements for Construction Services pursuant to Section, 5.7, FACILITIES EXTENSION POLICY AND 5.10, METER. If a new ESI ID is required, Company shall establish the new ESI ID for the Point of Delivery and transmit the appropriate TX SET transaction to the Registration Agent prior to the commencement of Construction Services.

~~Company will acknowledge receipt of Retail Customer's Construction Service request and will contact the designated person to make proper arrangement for Construction Service pursuant to Section 5.7, FACILITIES EXTENSION POLICY.~~

5.3.3 CHANGING OF DESIGNATED COMPETITIVE RETAILER

Company shall change a Retail Customer's designated Competitive Retailer upon receipt of receiving proper notification from the Registration Agent, in accordance with the Applicable Legal Authorities ~~Commission's customer protection rules and the protocols developed by the Independent Organization,~~ unless the new Competitive Retailer is in default under the Tariff or is not eligible for Delivery Service under Section 4.3.1 of this Tariff. Company shall release proprietary customer information to a Competitive Retailer in a manner prescribed by Applicable Legal Authorities.

5.3.4 SWITCHING FEES AND SWITCHOVERS

Company shall not charge Retail Customer for a change in designation of Retail Customer's Competitive Retailer. Company shall charge Retail Customer for a switchover to another distribution utility in accordance with Section 6.1, RATE SCHEDULES, of this Tariff.

5.3.5 IDENTIFICATION OF THE PREMISE AND SELECTION OF RATE SCHEDULES

The establishment, assignment and maintenance of ESI IDs shall be as determined by Applicable Legal Authorities. In addition, Company shall:

1. Assign a unique ESI ID for each Point of Delivery, or in the case of non-Metered load, a unique ESI ID to each Premises, in accordance with Applicable Legal Authorities;
2. Establish separate and distinct ESI IDs for temporary and permanent service. The temporary ESI ID shall be retired after all market transactions associated with the temporary ESI ID have been completed;
3. Identify, assign, and maintain ESI IDs with the appropriate load profile, Meter Reading cycle, and other information necessary for accurate settlement of the wholesale market, unless such functions are undertaken by the Independent Organization;
4. Notify the Competitive Retailer and Independent Organization, using the appropriate TX SET transaction, of revisions in the assignment of a Rate Schedule; and

5. Maintain accurate United States Postal Service compliant services addresses, when available, to comply with Applicable Legal Authorities. Where there are two or more ESI IDs for the same service address, the service address shall include information to distinguish between the Points of Delivery at the service address.

5.3.5 SELECTION OF RATE SCHEDULES

The Rate Schedules included in this Tariff state the conditions under which Company's Delivery Services are available and the applicable rates for each Delivery Service. For service to a new Retail Customer at an existing Premises, Company shall reset all Demand ratchets. Retail Customer's Billing Demand and Rate Schedule and Retail Customer's and shall not be based on Premises history not associated with the new Retail Customer nor on Retail Customer's previous history at a prior location. Retail Customer may, if directed by Competitive Retailer, contact the Company to discuss the appropriate Rate Schedule for the Retail Customer. If requested, Company will assist Retail Customer in selecting the Rate Schedule that is best suited to existing or anticipated Delivery Service requirements. However, Company does not assume responsibility for the selection of the Rate Schedule or for any failure to select the most appropriate Rate Schedule for Retail Customer's Delivery Service requirements. Company shall direct Retail Customer to its Competitive Retailer to initiate any changes in Rate Schedule selection.

Before the initial selection of a Rate Schedule, Retail Customer shall notify its Competitive Retailer, who will in turn notify Company, of any known change in Retail Customer's Electrical Installation that may affect the applicability of a Rate Schedule. Company may change a Retail Customer's Rate Schedule if Company is made aware that the Retail Customer is no longer eligible to receive service under its current Rate Schedule.

5.3.6 CHANGES IN RATE SCHEDULES

Unless a change in Rate Schedule is requested as a result of a change in Company's facilities or the Meter used to serve Retail Customer, or unless the change in Rate Schedule requires a different billing methodology, any change in a Rate Schedule selection shall be applicable for the entire billing cycle in which the change in Rate Schedule was requested if the request is made at least two Business Days before the Meter Read date for that Retail Customer. If a change in Company's facilities or Meter used to serve Retail Customer occurs, or if the change in Rate Schedule requires a different billing methodology, then the change shall be effective in the next full billing cycle.

5.3.7 SUSPENSION OF SERVICE

5.3.7.1 SUSPENSIONS WITHOUT PRIOR NOTICE

Company may, without prior notice, intentionally suspend Delivery Service to Retail Customer where a known dangerous condition exists and for as long as it exists, provided that such suspension does not result in another dangerous or life-threatening condition. Where reasonable, given the nature of the hazardous condition, Company shall post a notice of disconnection and the reason for the disconnection at the place of common entry or upon the front door of each Retail Customer as soon as possible after service has been disconnected.

Company may also suspend service when such suspension is authorized by Applicable Legal Authorities.

Where Company expects large numbers of Retail Customers to be affected by a suspension for a significant amount of time, Company will notify Retail Customers about the suspension through the use of door hangers, letters, personal canvassing, news media, or other appropriate methods.

Retail Customers shall inform their designated Competitive Retailer of any conditions on Retail Customer's ~~Premises~~premises such that a suspension or interruption of service may cause a dangerous or life-threatening condition. [Notice of a suspension of service shall be provided to Retail Customers currently designated as Critical Care or Critical Load if reasonable possible.](#)

Nothing in this section is intended to take precedence over the timely restoration of service.

5.3.7.2 NOTICED SUSPENSION NOT RELATED TO EMERGENCIES OR NECESSARY INTERRUPTIONS

Company may suspend Delivery Service to Retail Customer upon notice to Retail Customer's Competitive Retailer:

- (1) In the event of unauthorized use, connection or reconnection, or diversion of service, or Tampering with the Meter or equipment, or bypassing same;
- (2) In the event of Retail Customer's violation of the provisions of Company's Tariff pertaining to the use of Delivery Service in a manner which interferes with the Delivery Service of others, or the operation of nonstandard equipment, or as otherwise specified by written agreement, and a reasonable opportunity has been provided to remedy the situation;
- (3) Upon Retail Customer's failure to comply with the terms of any written agreement made between Company and Retail Customer, or upon default of Retail Customer under such an agreement, [or upon failure to pay any charges billed by Company directly to Retail](#)

Customer pursuant to Section 5.8.2, BILLING TO RETAIL CUSTOMER BY COMPANY, after and a reasonable opportunity has been provided to remedy the failure;

- (4) For Retail Customer's failure to provide Company with reasonable access to Company's facilities and the Meter located on Retail Customer's Premises after a reasonable opportunity has been provided to remedy the situation; or
- (5) Upon Company's receipt of a notice requiring such action, in the form and from the party specified by the Applicable Legal Authorities. Company will not be responsible for monitoring or reviewing the appropriateness of any such notice, except as provided in Section 5.3.7.4, PROHIBITED SUSPENSION OR DISCONNECTION.

5.3.7.3 RESTORATION OF SERVICE

Company will conduct restoration efforts as soon as possible following the alleviation or correction of the conditions that cause a suspension or disconnection and provide notice to Retail Customer's Competitive Retailer as soon as practicably possible.

5.3.7.4 PROHIBITED SUSPENSION OR DISCONNECTION

- (1) Except in the case of suspensions of service related to dangerous conditions, clearance requests, or move-out requests, Company shall not disconnect or suspend Delivery Service to Retail Customer in the following situations:
 - (A) On a day, or on a day immediately preceding a day, when personnel of Company are not available to the public for the purpose of reconnecting Delivery Service; ~~unless a dangerous condition exists, or unless Retail Customer requests disconnection on that day;~~
~~or~~
 - (B) ~~for~~ delinquency of payment to Company by Retail Customer's Competitive Retailer;
 - ~~(2) Company shall not suspend or disconnect Delivery Service to Retail Customer for non payment~~
 - ~~(C) during "extreme weather conditions" as defined in the Commission's customer protection rules; or. This prohibition shall not apply where suspension or disconnection is at the request of Competitive Retailer or Retail Customer, for Retail Customer related construction, alteration, emergency, or other temporary clearance requirement.~~
 - ~~(D) (3) Company shall not disconnect Delivery Service~~ at a permanent, individually metered dwelling unit of a Retail Customer for non-payment of amounts billed directly to Retail Customer by Company pursuant to the Company's Tariff, when that Retail Customer establishes that disconnection of Delivery Service will cause some person residing at that residence to become seriously ill or more seriously ill.

~~(i)(A)~~ Each time a Retail Customer seeks to avoid disconnection of Delivery Service under this subsection, the Retail Customer must accomplish all of the following by the stated date of disconnection:

~~(I)(i)~~ have the subject person's attending physician (for purposes of this subsection the term "physician" shall mean any public health official, including, medical doctors, doctors of osteopathy, nurse practitioners, registered nurses, and any other similar public health official) call or contact the Company by the date of the disconnection;

~~(II)(ii)~~ have the subject person's attending physician submit a written statement to Company; and

~~(III)(iii)~~ enter into a deferred payment plan.

~~(ii)(B)~~ The prohibition against Delivery Service disconnection provided by this subsection shall last 63 days from the issuance of the bill by Company or a shorter period as agreed upon by Company and Retail Customer or subject person's physician.

~~(2)(4)~~ Company shall not suspend or disconnect Retail Customer when such disconnection will cause a dangerous or life-threatening condition on that Retail Customer's premise, without prior notice of reasonable length such that Retail Customer can ameliorate the condition. Retail Customer is responsible for notifying its designated Competitive Retailer if a disconnection to its facility will result in such a condition.

5.3.8 DISCONNECTION OF SERVICE TO RETAIL CUSTOMER'S FACILITIES

At the request of Retail Customer, or Retail Customer's designated Competitive Retailer, for Retail Customer related construction, alteration, emergency, or other temporary clearance requirement, Company shall disconnect Retail Customer's facilities on the date requested by Retail Customer, provided such request is made at least three Business Days prior to the requested date for disconnection.

Competitive Retailer may request disconnection or reconnection for non-payment by Retail Customer as authorized by the Commission's customer protection rules. Company shall disconnect and reconnect Retail Customer's Premises upon request ~~for disconnection~~ by a Competitive Retailer authorized to do so.

5.4 ELECTRICAL INSTALLATION AND RESPONSIBILITIES

5.4.1 RETAIL CUSTOMER'S ELECTRICAL INSTALLATION AND ACCESS

Retail Customer is responsible for the design, installation, operation, protection, and maintenance of electric facilities beyond the Point of Delivery, and Company shall have no responsibility therefore, except for the Meter if Meter is maintained by Company. Retail Customer's Electrical Installation for receiving

Electric Power and Energy must be installed in accordance with Company's specifications for electric installation, which are available upon request at Company's business offices located in the specific area where Delivery Service is desired. Retail Customer will install and maintain all of its lines and equipment in accordance with good electric practice, all applicable lawful regulations and Codes, and in such condition and manner as not to endanger persons or property, or to cause impairment of Company's Delivery Service to Retail Customer or others. Retail Customer assumes responsibility for Electric Power and Energy delivered to Retail Customer at and past the Point of Delivery in accordance with Section 5.5, RETAIL CUSTOMER'S ELECTRICAL LOAD.

5.4.2 INSPECTION AND APPROVAL OF RETAIL CUSTOMER'S ELECTRICAL INSTALLATION

In those locations where an ordinance requires Retail Customer to obtain a certificate of inspection and acceptance or a permit, Retail Customer will obtain all necessary permits and certificates of inspection covering its electrical installation. Company will not interconnect its [Delivery System distribution](#) facilities with Retail Customer's Electrical Installation until Company receives notification of approval of Retail Customer's Electrical Installation by the proper authority.

Company does not assume any duty of inspecting Retail Customer's lines, wires, switches, or other equipment. Without limiting the provisions of the foregoing sentence, Company may decline to interconnect its [Delivery System distribution](#) facilities with any of Retail Customer's Electrical Installation that is known to be hazardous under applicable [Codes](#) or that is of such character that satisfactory Delivery Service cannot be provided consistent with Good Utility Practice, or where a known dangerous condition exists and for as long as it exists.

5.4.3 LOCATION OF POINT OF DELIVERY AND RETAIL CUSTOMER'S ELECTRIC INSTALLATION

Retail Customer's Electrical Installation must be arranged so that the location of the Point of Delivery allows Company to provide safe and reliable Delivery Service, taking into consideration the location of existing Company facilities and construction needed to connect Retail Customer's Electric Installation to Company system.

Any change from the Company-approved Point of Delivery may be subject to a Discretionary Service Charge pursuant to Section 6.1, RATE SCHEDULES.

In the event Company is required by Applicable Legal Authorities to relocate any of its facilities, Retail Customer will, at Retail Customer's expense, relocate or change Retail Customer's Electrical Installation as required.

5.4.4 CONNECTION OF RETAIL CUSTOMER'S ELECTRICAL INSTALLATION TO COMPANY FACILITIES

Only personnel authorized by Company are permitted to make, energize, or de-energize connections between Company facilities and Retail Customer's Electrical Installation.

5.4.5 PROVISIONS FOR COMPANY FACILITIES AND EQUIPMENT AND THE METER

Retail Customer must grant to or secure for Company, at Retail Customer's expense, any rights-of-way or easements on property owned or controlled by Retail Customer necessary for Company to install [Delivery System](#)~~distribution~~ facilities for the sole purpose of delivering Electric Power and Energy to Retail Customer. Retail Customer must provide, without cost to Company, suitable space on Retail Customer's ~~Premises~~~~premises~~ for the installation of [Delivery System](#)~~distribution~~ facilities necessary to deliver Electric Power and Energy to Retail Customer and for installation of Metering Equipment and the Meter pursuant to Section 5.10, METER.

5.4.6 RETAIL CUSTOMER'S DUTY REGARDING COMPANY'S FACILITIES ON RETAIL CUSTOMER'S PREMISES

Consistent with Section 5.2, LIMITS ON LIABILITY (which limits any legal liability only as expressly stated therein), Retail Customer shall have a duty to exercise reasonable care not to damage Company Delivery System facilities on Retail Customer's Premises and shall not be considered to be a bailee or to have possession of those facilities.

Retail Customer shall not Tamper with Company's facilities or the Meter on Retail Customer's Premises. ***Company shall not be liable to Retail Customer for any injuries that result from such Tampering.*** Loss of, or damage to, Company Delivery System facilities on Retail Customer's Premises caused by or arising out of Retail Customer's Tampering or failure to exercise reasonable care not to damage such facilities shall be subject to the provisions of Section 5.2, LIMITS ON LIABILITY. Charges for such loss or damage shall be consistent with Section 6.1, RATE SCHEDULES.

The Retail Customer's authorization of the use of the Meter by a third party or designation of a Meter Owner does not relieve the Retail Customer of its obligations with regard to exercising care of the Delivery System or of prohibitions against Tampering with the Meter. Additionally, consistent with Section 6.1, RATE SCHEDULES, the Company may assess charges to Retail Customer for any damage or loss caused by the Retail Customer or by parties to whom Retail Customer has authorized to access the Meter.

[Company shall repair any street light or security light within 15 calendar days of receipt of a repair request from either the Retail Customer or Competitive Retailer unless otherwise provided in the Rate Schedules that pertain to lighting.](#)

5.4.7 UNAUTHORIZED USE OF DELIVERY SYSTEM

In the event of use or attempted use of the Delivery System, without Company's authorization, whether by Tampering with Meter or Metering Equipment or by any other means, Delivery Service may be suspended by Company. Company must comply with all Applicable Legal Authorities and Section 5.3.7, SUSPENSION OF SERVICE. A person found to be using the Delivery System without authorization must pay the charge for restoring Delivery Service as provided in Company's Rate Schedules under which that person would normally receive Delivery Service and may be required to pay all charges, including the following, before Delivery Service will be restored or initiated:

- (1) The Delivery Charges associated with the estimated amount of electricity delivered without Company authorization, which may be estimated based on amounts used under similar conditions during preceding years. Where no previous usage history exists at the same Premises, consumption may be estimated on the basis of usage levels of similar Retail Customers at similar Premises under similar conditions;
- (2) The cost of replacement or repair of any damaged Meter and associated Company equipment;
- (3) The cost of installment of protective facilities or of relocation of Meter, if necessary to prevent further unauthorized use; and
- (4) All other costs associated with the investigation and correction of the unauthorized use.

5.4.8 ACCESS TO RETAIL CUSTOMER'S PREMISES

Company's duly authorized representatives have the right of access to Retail Customer's Premises at all reasonable hours, or at any hour if for the sole purpose of restoring Delivery Service, to: inspect, erect, install, maintain, upgrade, convert, remove, or replace Company's wiring apparatus and other facilities; read the Meter; and perform other activities necessary to provide Delivery Service, including tree trimming and tree removal where such trees in the opinion of Company constitute a hazard to Company personnel or facilities, or to the provision of continuous Delivery Service, provided, however, that such representatives comply with all applicable site-specific safety requirements which have been communicated by Retail Customer in writing to Company. Such personnel must exhibit a photo-identification badge to gain access. Failure to provide access may result in suspension of Delivery Service and/or additional charges under the appropriate Commission approved Tariff that shall be billed to Retail Customer's designated Competitive Retailer. Company will notify Retail Customer's designated Competitive Retailer of Retail Customer's failure to provide access. Retail Customer shall not grant access to the facilities of Company and the Meter except to authorized Company representatives.

5.5 RETAIL CUSTOMER'S ELECTRICAL LOAD

5.5.1 LOAD BALANCE

If a Retail Customer takes multi-phase Delivery Service, Retail Customer must take reasonable actions to control the use of Electric Power and Energy so that Retail Customer's Electrical Load at the Point of Delivery is in reasonable balance.

5.5.2 INTERMITTENT ELECTRICAL LOADS AND LIMITATIONS ON ADVERSE EFFECTS

Retail Customer shall not, without Company's consent, connect or operate equipment that produces voltage fluctuations, interference or distorted wave forms that adversely affect Delivery Service to other Retail Customers or that may be detrimental to the Delivery System. Such equipment includes, but is not limited to, spot and arc welding machines, X-ray machines, arc-furnaces, variable speed drives, elevators, dredges, locomotives, shovels, feed grinders, etc. Retail Customer contemplating the installation of such equipment must make specific prior arrangements through Competitive Retailer, or if directed by Competitive Retailer, with the Company directly. As part of such arrangements, Company may require the installation on Retail Customer's side of the Meter, of suitable apparatus, including additional transformer capacity or other equipment designed specifically to reasonably limit such adverse effect. Any such equipment provided by Company on the Delivery System (which may or may not be dedicated solely to such Retail Customer) to correct such adverse effects shall be treated as a Discretionary Service that is subject to the applicable Rate Schedule contained in Section 6.1, RATE SCHEDULES.

Company shall comply with the procedures described in P.U.C. SUBST. R. 25.51, Power Quality.

Where intermittent electrical loads or load control devices are a part of Retail Customer's installation, Company may determine through a methodology approved by the Commission the billing Demand associated with the Retail Customer's Premises on the basis of a time interval which is shorter than that specified in Company's Rate Schedule under which Retail Customer is receiving Delivery Service.

5.5.3 EQUIPMENT SENSITIVE TO VOLTAGE AND WAVE FORMS

Retail Customers planning the installation of electric equipment such as computers, communication equipment, electronic control devices, motors etc., the performance of which ~~whose performances~~ may be adversely affected by voltage fluctuations, ~~or~~ distorted 60 hertz wave forms, or single phase events are responsible for providing and installing the necessary facilities, including protective equipment, to limit these adverse effects.

5.5.4 CHANGE IN RETAIL CUSTOMER'S ELECTRICAL LOAD

Retail Customer, or Competitive Retailer at the request of Retail Customer,~~at its request, Competitive Retailer~~, shall notify Company when Retail Customer's Electrical Load or contracted Demand is to be changed substantially so that Company may ensure its facilities are adequate. In the event Retail Customer adds electrical load at Retail Customer's installation that results in the use of Delivery Service in excess of the maximum capacity of the Delivery System facilities serving Retail Customer, Retail Customer is subject to liability pursuant to Section 5.2, LIMITS ON LIABILITY for any damage to Company's facilities resulting from the use of Delivery Service in excess of such maximum.

5.5.5 POWER FACTOR

If the Power Factor of Retail Customer's load is found to be less than 95% lagging as measured at the Meter, Company may require Retail Customer to arrange for the installation of appropriate equipment on Retail Customer's side of the Meter necessary to maintain a Power Factor ~~between unity and of not less than~~ 95% lagging as measured at Meter, or, at Retail Customer's fails to cure a Power Factor that is not consistent with this standard and is causing Delivery System problems for other Retail Customers, the Retail Customer will be required~~option~~, to reimburse Company for installing the necessary equipment on the Delivery System to correct the problem.

(1) Determination of Power Factor Adjusted NCP kW.

The NCP kW applicable under the Monthly Rate section shall be the kW supplied during the 15 minute period of maximum use during the billing month modified by the following formula:

Power Factor Adjusted Monthly NCP kW=(Actual Monthly NCP kW x ERCOT Standard Power Factor)/Current Month Power Factor

(2) Determination of Power Factor Adjusted 4-CP kW

The 4 CP kW applicable under the Monthly Rate section shall be the average of the Retail Customer's integrated 15 minute Power Factor Adjusted Demands at the time of the monthly ERCOT system 15 minute peak demand for the months of June, July, August and September of the previous calendar year. The Retail Customer's Power Factor adjusted average 4-CP demand will be updated effective on January 1 of each year and remain fixed throughout the year.

The Power Factor adjusted demand for each of the months included in the 4-CP will be calculated by using the following formula calculated at the time of ERCOT's peak demand for that month:

Power Factor Adjusted Demand=(kW demand at the time of the ERCOT peak x ERCOT Standard Power Factor)/measured Power Factor

Distribution Service Charge:

Power Factor Adjusted Monthly NCP kW=(Actual Monthly NCP kW x ERCOT Standard Power Factor)/Current Month Power Factor

Until the proper equipment has been installed to correct the Power Factor problem, the Billing Demand associated with Retail Customer's use of Delivery Service, as calculated in the appropriate Rate Schedule in Section 6.1, RATE SCHEDULES, may be adjusted according to the following formula:

Adjusted Billing Demand = (Billing Demand x .95)/Power Factor

5.5.6 TESTING OF RETAIL CUSTOMER EQUIPMENT

In situations where historical Demand requirements will be exceeded due to properly noticed and Company approved scheduled equipment testing, Company will ignore for Billing Demand purposes the test period demands. Approval of the equipment testing schedule including date and time, shall be at Company's discretion, but shall not be unreasonably withheld, provided Retail Customer or Competitive Retailer contacts Company at least 10 days in advance of the equipment testing. In no event shall Company approved testing occur between the hours of 12 noon and 8 pm during the weekdays of the months of June, July, August, and September.

5.6 LIMITATIONS ON USE OF DISTRIBUTION SERVICE

5.6.1 INTRASTATE RETAIL DELIVERY SERVICE LIMITATIONS (FOR ERCOT UTILITIES)

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

5.6.2 PARALLEL OPERATION

Retail Customer may not, without written agreement with Company, connect Retail Customer's Electrical Installation to a source of Electric Power and Energy in a manner that may permit Electric Power and Energy to flow into the Delivery System from such source. Retail Customer proposing the interconnection of Distributed Generation must comply with the provisions set forth in this Tariff and Applicable Legal Authorities~~and P.U.C. SUBST. R. 25.211, Interconnection of On-Site Distributed Generation (DG), and 25.212, Technical Requirements for Interconnection and Parallel Operation of On-Site Distributed~~

~~Generation, or successor rules.~~ Requirements and specifications for all other interconnections for parallel operation shall be individually negotiated with Company.

5.7 FACILITIES EXTENSION POLICY

5.7.1 GENERAL

This Facilities Extension Policy (“Policy”) addresses the requirements associated with extension of Delivery System facilities, i.e., Construction Services, at the request of Retail Customer or Competitive Retailer on behalf of its Retail Customer, for the following situations, which are sometimes collectively referred to as “extensions”:

- (1) Installation of standard facilities;
- (2) Installation of facilities in excess of standard facilities normally provided for requested type of service and allowed for in this Tariff;
- (3) Installation of non-standard facilities;
- (4) Upgrades of facilities due to Customer adding load;
- (5) Electric connections to temporary facilities; and
- (6) Removal and relocation of facilities.

Company is responsible for the construction of Delivery System facilities necessary to connect Retail Customer’s Point of Delivery to the Delivery System. The treatment of extension of Meter facilities is excluded from this section and is addressed in Section 5.10, METER, of this Chapter. Payments in the form of a contribution in aid of construction or an advance for construction may be required from the entity requesting such Construction Service prior to commencement of construction in accordance with Section 5.7.4, ALLOWANCE FOR FACILITIES, Section 5.7.5, NON-STANDARD FACILITIES, and Section 6.1, RATE SCHEDULES.

5.7.2 CONTRACTUAL ARRANGEMENTS

Company may require an executed Facility Extension Agreement, in the form approved by the Commission and specified in Section 6.3, AGREEMENTS AND FORMS~~6.1, RATE SCHEDULES~~, of this Tariff, between the entity requesting such service and Company prior to Company constructing standard and non-standard Delivery System facilities. In those instances where any payments are required, Company will provide a detailed cost estimate for the entity requesting the service to determine the special contractual arrangements required before Construction Service is provided. Regardless of any such payment, Company shall at all times have title to and complete ownership and control over facilities installed by Company.

5.7.3 PROCESSING OF REQUESTS FOR CONSTRUCTION OF DISTRIBUTION FACILITIES

Requests for new residential Delivery Service requiring Construction Service, such as line extensions, shall be completed within 90 days of execution of the Facility Extension Agreement, or within a time period agreed to by the entity requesting the Construction Service and Company, and after the entity requesting Construction Service has made satisfactory payment arrangements for Construction Service Charges. For all other extensions requiring construction, requests should be completed within the time estimated by Company. For the purposes of this section, facility placement that requires a permit for a road or railroad crossing will be considered a line extension. Within ten Business Days of Company's receipt of a detailed request, Company shall give the entity requesting Construction Service an estimated completion date and an estimated cost for all charges to be assessed.

Unless a delay is beyond the reasonable control of Company, a delay of more than 90 days beyond execution of the Facility Extension Agreement for new residential Delivery Service shall constitute failure to serve, unless the entity requesting the service has agreed to a longer term. The Commission may conduct enforcement action and seek penalties and other remedies for unreasonable delays.

5.7.4 ALLOWANCE FOR FACILITIES

The entity requesting the service will receive an allowance for installation of facilities. The calculation of the allowance and definitions of standard and non-standard facilities are provided in Section 6.1, RATE SCHEDULES. Payments in the form of a contribution in aid of construction may be required for [requested extension](#)~~the extension~~ in excess of the allowance in accordance with Section 6.1, RATE SCHEDULES. When two or more applications for Delivery Service from the same extension are received prior to starting construction of the extension, the maximum allowance is the sum of each individual applicant's allowance.

5.7.5 NON-STANDARD FACILITIES

Non-standard facilities are defined in Section 6.1, RATE SCHEDULES, and may include but are not limited to a two-way feed, automatic and manual transfer switches, Delivery Service through more than one Point of Delivery, redundant facilities, facilities in excess of those normally required for Delivery Service, or facilities necessary to provide Delivery Service at a non-standard voltage.

If the entity requesting Construction Service desires Delivery Service utilizing non-standard Delivery System facilities, as described above and not covered elsewhere in this Tariff, Company shall construct such facilities unless, in the reasonable judgment of Company, such construction would impair Company's facilities or facilities with which Company is interconnected, impair the proper operation of such facilities, impair service to Retail Customers, or there are other appropriate concerns that the entity requesting service

is unable or unwilling to correct. The entity requesting Construction Service shall pay to Company the estimated cost of all non-standard facilities, offset by any applicable allowance, as detailed in Section 6.1, RATE SCHEDULES, and the Facility Extension Agreement.

5.7.6 CUSTOMER REQUESTED FACILITY UPGRADES

In the case of upgrades to Delivery System facilities necessitated by Retail Customer adding load in excess of existing Delivery System facility capacity, should a contribution in aid of construction be required pursuant to Section 6.1, RATE SCHEDULES, only the cost of the facility upgrades that are attributable to the Retail Customer's request will be included in calculating a payment to Company.

5.7.7 TEMPORARY DISTRIBUTION FACILITIES

Company is responsible for the extension of Delivery System facilities necessary to connect Retail Customer's temporary Point of Delivery to Company's Delivery System for the purpose of providing temporary Delivery Service. Retail Customer, or the entity requesting such service, shall pay Company prior to Company's constructing temporary Delivery System facilities in accordance with Section 6.1, RATE SCHEDULES.

5.7.8 REMOVAL AND RELOCATION OF COMPANY'S FACILITIES AND METERS

Company may remove or relocate Company facilities and the Meter at Retail Customer's request unless doing so would create a safety hazard or would be incompatible with providing safe and reliable Delivery Service. Retail Customer, or the entity requesting such removal or relocation, shall pay to Company the total cost of removing or relocating such Delivery System facilities in accordance with Section 6.1, RATE SCHEDULES. [Company shall notify Competitive Retailer of all Meter Removals pursuant to this section.](#)

5.7.9 DISMANTLING OF COMPANY'S FACILITIES

Company may, upon discontinuation of Delivery Service to Retail Customer, dismantle and remove all lines, equipment, apparatus, or other facilities, which Company installed to provide Delivery Service to Retail Customer. Company may abandon in place, in whole or in part, its underground lines and equipment in lieu of removing such. Company shall be subject to liability pursuant to Section 5.2 LIMITS ON LIABILITY (which limits any legal liability only as expressly stated therein), for any such abandoned lines or equipment, and may offer Retail Customer the option to terminate applicable easements pursuant to this Tariff. [If Company removes outdoor lighting on its own initiative, it shall not charge for removal. A Retail Customer or a Competitive Retailer on behalf of Retail Customer, shall request removal of outdoor lighting facilities at least 30 days prior to the requested removal date. The removal request shall be completed by Company on requested removal date.](#)

5.8 BILLING AND REMITTANCE

5.8.1 BILLING OF DELIVERY CHARGES

All Delivery System charges not associated with Construction Services shall be billed to Retail Customer's Competitive Retailer as specified in this Tariff. In no case shall Delivery Service Charges be billed to a Competitive Retailer for a time period when the Competitive Retailer was not the Retail Electric Provider for the Retail Customer. Company shall bill Retail Customer's selected Competitive Retailer for all charges associated with Delivery System Services and Discretionary Charges not associated with Construction Services.

5.8.2 BILLING TO RETAIL CUSTOMER BY COMPANY

For Construction Services, Company shall bill the entity that requests Construction Services from Company. When Retail Customer requests such services, Company may, pursuant to this Tariff and according to the terms of Facility Extension Agreement, require prepayments, contributions in aid of construction, or lump-sum payments for Construction Services. Upon a showing by Retail Customer of satisfactory credit, Company may extend payment options, such as deferred payment plans or installments of charges associated with Construction Services. Charges billed to Retail Customer pursuant to this section shall remain the responsibility of Retail Customer regardless of any change in Retail Customer's designated Competitive Retailer.

Retail Customers may also be billed by Company for damage caused to Company facilities by Retail Customer, pursuant to Section 5.4.6, RETAIL CUSTOMER'S DUTY REGARDING COMPANY'S FACILITIES ON RETAIL CUSTOMER'S PREMISES, or Section 5.5.4, CHANGE IN RETAIL CUSTOMER'S ELECTRICAL LOAD, or for costs incurred by Company to correct any adverse effects of Retail Customer's Electrical Installation pursuant to Section 5.5.2, INTERMITTENT ELECTRICAL LOADS AND LIMITATIONS ON ADVERSE EFFECTS, or to correct Power Factor problems pursuant to Section 5.5.5, POWER FACTOR.

5.9 DEFAULT AND REMEDIES ON DEFAULT

5.9.1 COMPANY REMEDIES ON DEFAULT BY COMPETITIVE RETAILER

Upon failure of Competitive Retailer to timely abide by the terms of this Tariff, Competitive Retailer may be required to transfer Retail Customer the billing and collection responsibility for all Delivery Charges to the POLR or arrange for the Competitive Retailer's Retail Customers~~Customers~~ to be served by another qualified Competitive Retailer or the POLR, as provided in Section 4.6 DEFAULT AND REMEDIES ON DEFAULT

5.10 METER

5.10.1 METERING PRACTICES

Unless otherwise agreed to by Company and Retail Customer, Delivery Service is provided through one Point of Delivery, with Retail Customer's service entrance arranged so that Company can measure Retail Customer's Service with one Meter. Additional information, including information concerning non-Company or advanced metering installations, may be found in Section 6.1, RATE SCHEDULES.

5.10.2 RETAIL CUSTOMER RESPONSIBILITY AND RIGHTS

Each Retail Customer shall use reasonable care not to damage any of Company's Metering Equipment and related appurtenances on Retail Customer's Premises. Meters for residential Retail Customers shall be Company-owned unless otherwise determined by the Commission. ~~Commercial and industrial~~ Retail Customers may, consistent with Applicable Legal Authorities, choose a Meter Owner other than Company ~~in accordance with P.U.C. Subst. R. 25.311, Competitive Metering Services.~~

Retail Customer shall own all ~~Meter Data~~ ~~meter data~~ related to the premise occupied by that customer, regardless of whether the Meter Owner is the ~~Retail Customer~~ ~~customer~~, the owner of the premise or a third party. Ownership of the Meter Data does not affect Company's obligations under this Tariff or other Applicable Legal Authorities to transmit Meter Data to the Independent Organization or the Retail Customer's Competitive Retailer. To the extent that data integrity is not compromised, the Retail Customer shall have the right to physical access to the ~~Meter~~ ~~meter~~ to obtain such ~~Meter Data~~ ~~meter data~~ when technically feasible. The Retail Customer shall have the right and capability, including necessary security passwords, to assign access to the Retail Customer's Meter Data related to the premise occupied by that customer. "Physical Access" does not grant a customer the right to access a ~~Meter~~ ~~meter~~ in any way that may allow the customer the ability, directly or indirectly to alter billing and settlement data or compromise the safety of the ~~Meter~~ ~~meter~~. Retail Customer is precluded from accessing any element of the ~~Meter~~ ~~meter~~ that may permit Retail Customer grant the ability to alter billing and settlement data or compromise the accuracy or integrity ~~safety of the meter~~.

Retail Customer and, to the extent authorized by the Retail Customer, its designated Competitive Retailer shall have access to all of Retail Customer's ~~Meter Data~~ ~~metered data~~, including the data used to calculate charges for Delivery Service, Retail Customer's historical load data and other proprietary customer data from Company pursuant to Applicable Legal Authorities. If authorized by the Commission, Company may assess a charge for compiling such data pursuant to Section 6.1, RATE SCHEDULES.

5.10.2.1 REQUIREMENTS

Retail Customer shall provide the following, at no cost to Company, at a suitable and easily accessible location:

- (1) Sufficient and proper space for installation of Meter and Metering Equipment;
- (2) Meter socket and Meter enclosure as specified by Company for all self-contained Meters;
- (3) Meter loop; and
- (4) An adequate anchor for Service Drops.

Where the Point of Delivery is inside the building, Customer shall provide the service entrance enclosure and space for Company's instrument transformers, as required. Retail Customer shall install Company-approved Meter socket or Meter enclosure. No Meter or Metering Equipment may be by-passed for any reason without prior approval of Company or as permitted by Applicable Legal Authorities.

5.10.3 METERING OF RETAIL CUSTOMER'S INSTALLATION IN MULTI-METERED BUILDINGS

When Delivery Service is measured through individual Meters for each living unit in multi-family dwellings or each retail space in a multi-tenant building, the property owner of each individually metered living unit or retail space is responsible for proper connection of Retail Customer's Electrical Installation to the Meter socket for Meter, including correct identification and labeling of Meter socket in order to designate living unit or retail space being metered. Company requires property owner, at property owner's expense, to correct any improper connection or identification and, when responsible, reimburse Company for any costs incurred as a result of the improper connection except as otherwise required by Applicable Legal Authorities.

5.10.4 LOCATION OF METER

Consistent with Good Utility Practice, a Meter and its Meters and associated equipment shall be installed in a location that facilitates the provision of consistent with Good Utility Practice, amenable to providing safe and reliable Delivery Service and accurate measurement and ~~in such a way that~~ provides a clear working space ~~is provided~~ on all sides. The center of the Meter shall be not less than four feet and not more than six feet above the finished grade. All Meter locations should be as near as possible to the Point of Delivery. Meters for residential Retail Customers are to be located outside the building. Meter location for nonresidential Retail Customers normally will be outside the building. Inside locations may be permitted with Company's approval.

Meters will not be installed as follows:

- (1) In any hazardous location;

- (2) In any place where vibration, moisture, fumes or dust may damage the Meter or interfere with its operation;
- (3) Directly over any stairway, ramp or steps;
- (4) On any portion of a building which at a later date will be enclosed and thereby render the Meter inaccessible;
- (5) In any location accessible only through a hatchway, trapdoor, or by means of a ladder; or
- (6) In or recessed in the external surface of any wall that is within three feet of any property line, or that is over the edge of any walk, alley or driveway which provides access to commercial or industrial property.

5.10.5 NON-COMPANY OWNED METERS

Company shall provide all~~All~~ services associated with the Meter unless otherwise authorized by the Commission shall be provided by Company in accordance with Applicable Legal Authorities, including but not limited to, ownership, installation, removal, maintenance, testing and calibration, and data collection and management for Company billing and submission to Independent Organization~~Authority~~.

Requests for installation and/or removal of a Non-Company Owned Meter shall be made by the Retail Customer's Competitive Retailer in accordance with Applicable Legal Authorities, or by the Retail Customer to the Company directly. All such requests must include at least the following information:

- (1) Retail Customer contact name;
- (2) Retail Customer contact phone number;
- (3) Meter Owner contact name, address and phone number;
- (4) Meter Type and manufacturer;
- (5) Competitive Retailers contact name and phone number;
- (6) ESI ID if in existence and available;
- (7) Service address and directions to location when appropriate;
- (8) Service requested; and
- (9) Name, address, phone number and e-mail address of any agent designated by Retail Customer to make arrangements with Company for the requested service.

Company shall acknowledge receipt of the request to Retail Customer, Competitive Retailer or Retail Customer's designated agent and will contact the entity designated by the Retail Customer to make proper arrangement to provide the requested service in accordance with Applicable Legal Authorities.

An executed Service Agreement as approved by the Commission is required before installation of a Non-Company Owned Meter. The Service Agreement will include authorization of the Retail Customer's

designated Meter Owner and will be in the form specified in Section 6.3, SERVICE AGREEMENTS AND FORMS. Retail Customer is responsible for ensuring that Company is notified of any changes concerning the Non-Company owned Meter in accordance with the Service Agreement and Applicable Legal Authorities.

The installation of a Meter that ~~will cause a results in the~~ change of the settlement profile for the ESI ID may occur at any time of the month, however the settlement profile will not change until the beginning of the next will occur only in accordance with the scheduled Meter Reading/billing cycle.

Company shall not remove the Non-Company Owned Meter upon de-energization of the Meter unless a specific request for ~~Meter~~ removal has been made by the Retail Customer, the Retail Customer's Competitive Retailer, the customer's designated agent or the Meter owner. However, iff the Company receives a request to energize a Meter not owned by the Company and there is not an agreement in place with the Meter Owner at the time that energization is requested, the Company may remove the Meter.

Upon removal of a Non-Company Owned Meter, Company shall immediately contact the Retail Customer, Meter Owner, and Competitive Retailer and shall ship the Meter Cash on Delivery (COD) to designated Meter Owner or shall safeguard the Meter until the earlier of (a) the date the Meter Owner takes possession of the Meter, or (b) 60 calendar days from the date of removal of the Meter. If the Meter Owner fails to take possession of the Meter within 60 calendar days or upon 30 days of the return of a Meter that has been shipped COD, the Company is no longer responsible for safeguarding the Meter and may dispose of it in any manner the Company deems appropriate.

Charges associated with Non-Company Owned Meters will be invoiced directly to the Retail Customer, Competitive Retailer, or the entity requesting the service, pursuant to Section 6, including charges for the installation, removal, and storage of a Non-Company Owned Meter and the installation and removal of a Meter owned by the Company.

5.11 RETAIL CUSTOMER INQUIRIES

5.11.1 SERVICE INQUIRIES

Retail Customer may contact Company directly regarding the Delivery Service, for the following situations:

- (1) Inquiries regarding site specific Delivery Services;
- (2) Construction of new lines, installation of a Meter, modification of existing equipment or change in Point of Delivery; or

- (3) Special circumstances such as Delivery Service requirements that are of non-standard size or characteristics.

Retail Customer seeking information about the above items may contact the Company during normal business hours. In the event that Company personnel with the expertise needed to respond to the inquiry are not immediately available at the time of the Retail Customer's call, Company shall ensure that the Retail Customer is contacted within two Business Days.

5.11.2 COMPLAINTS

Retail Customer may submit written complaints about Delivery Service to Company and may call Company to lodge complaints orally. Retail Customer shall contact the person listed under Section 5.1.2, COMPANY CONTACT INFORMATION. Company shall inform Retail Customer of its right to file a complaint with the Commission. Company shall provide contact information for the Commission to the Customer.

5.11.3 BILLING INQUIRIES

Retail Customer inquiries concerning billing related issues shall be directed to Retail Customer's designated Competitive Retailer. Inquiries related to billing for Construction Services billed directly to Retail Customer should be referred to Company.

5.12 OUTAGE REPORTING

5.12.1 NOTIFICATION OF INTERRUPTIONS, IRREGULARITIES, AND SERVICE REPAIR REQUESTS

Retail Customer should report outages, interruptions, irregularities, or repair requests as directed by its designated Competitive Retailer.

Company shall maintain a toll free number to receive, in either English or Spanish, reports of interruptions, irregularities, or repair requests from a Retail Customer.

If Retail Customer directly contacts Company, Retail Customer must ensure that all necessary information is communicated to Company in a timely manner so as not to unnecessarily delay Company's response.

The data necessary includes the following:

- (1) Retail Customer name, and if different, contact name;
- (2) Retail Customer phone number, and if different, contact phone number;
- (3) Service address (including city and zip code) and directions to location;
- (4) ESI ID, if available; and

(5) Description of problem.

5.12.2 RESPONSE TO REPORTS OF INTERRUPTIONS AND REPAIR REQUESTS

The Company will promptly investigate reported problems. If, upon making a Service Call, Company determines that a reported problem is caused by a condition on Retail Customer's side of the Point of Delivery, Company shall notify Competitive Retailer, and charge Competitive Retailer a fee for the Service Call pursuant to the applicable Service Charges in Chapter 6 of this Tariff.

CHAPTER 6: COMPANY SPECIFIC ITEMS

6.1 RATE SCHEDULES

6.1.1 DELIVERY SYSTEM CHARGES

6.1.1.1 CHARGES FOR TRANSMISSION AND DISTRIBUTION SYSTEM SERVICE

6.1.1.2 SCHEDULE TC

6.1.1.3 CTC

6.1.1.4 CHARGES FOR SBF

6.1.1.5 CHARGES FOR NUCLEAR DECOMMISSIONING

6.1.1.6 OTHER CHARGES

6.1.2 DISCRETIONARY CHARGES

i. Charges Billed by Company to Competitive Retailer

The Discretionary Service Charges listed below are charges for which the Company shall bill the Competitive Retailer upon completion of the service. Company shall uniformly apply the standard TX SET code that corresponds to each service below on all invoices for such service. This section shall become effective on next Company rate case whose final order is issued after January 1, 2006. If Company does not initiate a rate case by June 30, 2007, Company shall initiate a proceeding to approve charges for Discretionary Services proceeding by that date.

<u>Charge No.</u>	<u>Name and Description</u>	<u>Amount</u>
	<u>Company shall be open for normal business Monday-Friday 8 AM – 5PM and available for Priority requests Monday-Friday 5 PM-10PM and available for emergencies on weekends. This shall not preclude Company from staffing at additional times.</u>	
<u>Connection Charges (Move-in)</u>		
	<u>Standard Move-In</u> <u>Applicable to energize a Retail Customer's connection to the Delivery System during normal business hours. Such requests, which include the corresponding TX SET code for standard service, and are received by Company at least two Business Days prior to the Competitive Retailer's requested date shall be completed no later than the requested date.</u>	<u>\$x.xx</u> <u>\$x.xx</u> <u>\$x.xx</u> <u>\$x.xx</u>
	<u>i.—Self-Contained Meter (existing)</u> <u>ii. Self-Contained Meter (new)</u>	

	<ul style="list-style-type: none"> iii. CT/Other Meter (existing) iv. CT/Other Meter (new) 	
	<p>Priority Move-In Such request shall include the TX SET priority code designation for priority service. Company shall complete Priority Connections on the Business Day requested if the request was received by noon of that day. If service is not provided on the date the request is received, the Priority Connection shall be completed by no later than noon of the next day.</p> <ul style="list-style-type: none"> i. Self-Contained Meter (existing) ii. Self-Contained Meter (new) iii. CT/Other Meter (existing) iv. CT/Other Meter (new) 	<p>\$x.xx \$x.xx \$x.xx \$x.xx</p>
<u>Charge No.</u>	<u>Name and Description</u>	<u>Amount</u>
<u>Disconnection Charges</u>		
	<p><u>Move-Out</u> Company shall discontinue Delivery Service to the Point of Delivery on the requested date provided the Company receives the transaction at least two Business Days prior to the requested date. A transaction received after 5:00 PM CST on a Business Day, or on a day not a Business Day, will be considered received on the next Business Day. If the requested date is not a Business Day, the move-out will be scheduled for the first Business Day following the requested date.</p>	<p>Charge applicable to requests to de-energize service on a move-out is included in the move-in charge.</p>
	<p><u>Customer Requested Clearance</u> Applicable to requests to de-energize/re-energize Company facilities to allow Retail Customer or Retail Customer's contractor to work near Company or on or near Retail Customer's electrical facilities. Requests for Clearance shall be filled on the requested date provided Company receives the request on a Business Day that is not later than three Business Days prior to the requested date. Notices received after 5:00 PM CPT, or on a day that is not a Business Day, will be considered received on the next Business Day. If the requested date is not a Business Day, or if the Company receives the request with less than three Business Days prior notice, or the clearance cannot be safely performed on the requested date, Company will accommodate the request based on mutual agreement with the requesting party at charges as calculated. All charges included the cost for de-energizing and re-energizing facilities.</p> <ul style="list-style-type: none"> i. With three Business Days notice (residential) ii. With three Business Days notice (non-residential) 	<p>As Calculated As Calculated</p>

	iii. <u>With less than three Business Days Notice</u>	<u>As Calculated</u>
<u>Disconnect / Reconnect for Non-Pay Charges</u>		
	<p><u>Disconnect for Non-Pay (DNP)</u> <u>-Applicable to requests from Competitive Retailer to de-energize service to Retail Customer due to Retail Customer's failure to pay charges billed by its Competitive Retailer or Company. DNP requests shall be completed within three Business Days of the requested date provided Company receives the request at least two Business Days prior to the requested date. Notices received after 5:00 PM CPT, or on a day that is not a Business Day, will be considered received on the next Business Day. Company shall not disconnect a premise before the requested date.</u></p>	<u>\$x.xx</u>
	<p><u>Reconnect After DNP</u> <u>Applicable to requests to re-energize service to Retail Customer after Retail Customer has been disconnected for non-payment. Company shall complete reconnection no later than 48 hours from the time the request is received. However, if this requirement results in the reconnection being performed on a day that is not a Business Day, an additional charge for non-Business Day connection will also apply.</u></p> <p><u>Standard Reconnect</u> <u>Standard reconnect requests received by Company prior to 5:00 P.M. on a Business Day shall be reconnected no later than the close of Company's next field operational day. Standard reconnection requests received by Company after 5:00 PM CPT or on a day that is not a Business Day shall be considered received on the next Business Day.</u></p> <p><u>Same Day Reconnect:</u> <u>Same day reconnect requests received by Company prior to 5:00 PM CPT on a Business Day shall be reconnected no later than the close of Company's field operational day.</u></p> <p><u>NOTE: TDU shall not disconnect service to a residential customer on the Business Day immediately preceding a holiday.</u></p> <p><u>At Meter</u></p> <ul style="list-style-type: none"> <u>i. Standard Reconnect</u> <u>ii. Same Day Reconnect</u> <u>iii. Holiday</u> <p><u>At Premium Location (i.e. pole, weatherhead, secondary box)</u></p> <ul style="list-style-type: none"> <u>i. —Standard Reconnect</u> <u>ii. —Same Day Reconnect</u> <u>iii. —Holiday</u> 	<p><u>\$x.xx</u> <u>\$x.xx</u> <u>\$x.xx</u></p> <p><u>\$x.xx</u> <u>\$x.xx</u> <u>\$x.xx</u></p>
<u>Meter Test Charge</u>		
	<u>Applicable to Meter tests performed at the request of Competitive Retailer or Retail Customer in accordance with Section 4.7.4, Meter Testing.</u>	

	<p><u>Self-contained Meter – Company owned</u></p> <p>i. <u>First test within the previous four years</u></p> <p>ii. <u>Found outside of the accuracy standards</u></p> <p>iii. <u>All other</u></p> <p><u>CT/Other Meter – Company owned</u></p> <p>i. <u>First test within the previous four years</u></p> <p>ii. <u>Found outside of the accuracy standards</u></p> <p>iii. <u>All other</u></p> <p><u>Competitive Meter</u></p>	<p><u>\$0.00</u></p> <p><u>\$0.00</u></p> <p><u>\$x.xx</u></p> <p><u>\$0.00</u></p> <p><u>\$0.00</u></p> <p><u>\$x.xx</u></p> <p><u>\$x.xx</u></p>
<u>Out-of-Cycle Meter Read Charges</u>		
	<p><u>Re-Reads</u></p> <p><u>Applicable to requests to re-read Retail Customer’s Meter to verify the accuracy of Company’s Meter Reading.</u></p> <p>i. <u>Meter Reading found to be in error</u></p> <p>ii. <u>Meter Reading found to be accurate</u></p>	<p><u>\$0.00</u></p> <p><u>\$x.xx</u></p>
	<p><u>Out of Cycle Meter Read for the Purpose of a Switch</u></p> <p><u>Applicable to requests to read Retail Customer’s Meter on a date other than Company’s regularly scheduled monthly Meter Reading date for the purpose of switching Retail Customer’s account to a new Competitive Retailer. Company shall perform the Meter Read on the Competitive Retailer’s requested date, provided the Company receives the request on a Business Day that is not later than two Business Days prior to the requested date. Notices received after 5:00 PM CPT, or on a day that is not a Business Day, will be considered received on the next Business Day. If the requested date is not a Business Day, the out of cycle Meter Read will be scheduled for the first Business Day following the requested date. The meter read shall be performed in accordance with Section 4.3.4, CHANGING OF DESIGNATED COMPETITIVE RETAILER.</u></p>	<p><u>\$x.xx</u></p> <p><u>\$x.xx</u></p>
<u>Non-Standard Meter Installation Charges</u>		
	<p><u>Off-site Meter Reading (OMR) Equipment Installation</u></p> <p><u>Applicable to installation, upon request, by Retail Customer or Retail Customer’s Competitive Retailer, of Company’s “Standard Advanced Metering Equipment” designed to transmit information via radio to a hand held Meter Reading device carried by the meter reader. This allows for the provision of a Meter Reading without visual contact with the Meter.</u></p> <p><u>During Normal Business Hours</u></p>	<p><u>\$x.xx</u></p>
	<p><u>Automated Meter Reading (AMR) Equipment Installation</u></p> <p><u>Applicable to installation, upon request, by Retail Customer or Retail Customer’s Competitive Retailer, of Company’s “Standard</u></p>	

	<p><u>Advanced Metering Equipment</u>” designed to transmit information via telephone to a central location. This allows for the provision of <u>Meter Reading</u> information on cycle or special reading date without visual contact with the <u>Meter</u>.</p> <p><u>Single-Phase Self Contained</u> <u>During Normal Business Hours</u></p> <p><u>Three-Phase Self Contained</u> <u>During Normal Business Hours</u></p> <p><u>Single-Phase Instrumented Rated</u> <u>During Normal Business Hours</u></p> <p><u>Three-Phase Instrumented Rated</u> <u>During Normal Business Hours</u></p>	<p><u>\$x.xx</u></p> <p><u>\$x.xx</u></p> <p><u>\$x.xx</u></p> <p><u>\$x.xx</u></p> <p><u>\$x.xx</u></p> <p><u>\$x.xx</u></p>
	<p><u>Interval Data Recorder (IDR) Equipment Installation</u> <u>Applicable to installation, upon request, by Retail Customer or Retail Customer’s Competitive Retailer, of Company’s “Standard Advanced Metering Equipment” designed to access interval load data via telephone to a central location.</u></p> <p><u>During Normal Business Hours</u></p>	<p><u>\$x.xx</u></p>
<u>Service Call Charge</u>		
	<p><u>Applicable when Company employee is dispatched to the Retail Customer’s Premises at the request of the Retail Customer or Competitive Retailer to investigate an outage or other service problem that, upon investigation by Company, is determined not to be a problem with Company’s equipment or system.</u></p> <p>i. <u>During Business Days, 8 am-5 pm CPT</u></p> <p>ii. <u>All other times</u></p>	<p><u>\$0.00</u></p> <p><u>\$x.xx</u></p>
<u>Outdoor Lighting Charges</u>		
	<p><u>Security Lighting Repair</u> <u>Applicable to requests, by Retail Customer or Retail Customer’s Competitive Retailer, to repair existing Company-owned security lights on Retail Customer’s Premises unless such repair is necessary due to normal lamp and glass replacements. If necessary due to normal lamp and glass replacements, repair shall be performed at no charge. Company shall complete repairs within 15 calendar days of the request in accordance with Section 5.4.6.</u></p>	<p><u>\$x.xx</u></p>
	<p><u>Security Light Removal</u> <u>Applicable to requests, by Retail Customer or Retail Customer’s Competitive Retailer, to remove Company-owned security lights on the Retail Customer’s Premises in accordance with Section 5.6.8.</u></p>	

	This charge shall not apply to removals initiated by the Company.	\$x.xx
	Street Light Removal Applicable to requests, by Retail Customer or Retail Customer's Competitive Retailer, to remove existing Company-owned street lights, in accordance with Section 5.6.8-	\$x.xx
Tampering Charges		
	Tampering Applicable to unauthorized use of Delivery System pursuant to 5.4.7 UNAUTHORIZED USE OF DELIVERY SYSTEM or other Tampering with Company metering facilities or any theft of electric service by any person on the Retail Customer's Premises-. Tampering charges can include, but are not limited to, Delivery Charges, cost of replacement and repair of damaged Meter and associated equipment, cost of installation of protective facilities or relocation of the Meter, and all other costs associated with the investigation and correction of the unauthorized use.	As Calculated
	Broken Meter Seal Applicable to breakage of the Meter seal-	\$x.xx

6.1.2.1 CONSTRUCTION SERVICE CHARGES

6.1.2.2 DISCRETIONARY CHARGES OTHER THAN CONSTRUCTION SERVICE CHARGES

6.1.2.3 DISTRIBUTED GENERATION

APPENDIX A

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

Company and Competitive Retailer hereby agree that their relationship regarding the ~~Delivery~~delivery of Electric Power and Energy will be governed by the terms and conditions set forth in Company's Tariff approved by the Public Utility Commission of Texas (Commission). A copy of this Tariff may be obtained by contacting the Central Records Department of the Commission.

I. Notices, bills, or payments required in Company's Tariff shall be delivered to the following addresses:

FOR COMPANY

Legal Name: _____

Mailing Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

Payment Address (both electronic and postal): _____

Company may change such contact information through written notice to Competitive Retailer.

FOR COMPETITIVE RETAILER

Legal Name: _____

Mailing Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

Billing Address (both electronic and postal): _____

PUC Certificate Number: _____

Competitive Retailer may change contact information through written notice to Company.

II. A. DESIGNATION OF CONTACT FOR REPORTING OF OUTAGES, INTERRUPTIONS, AND IRREGULARITIES

*Please place a check on the line beside the option selected. *These options and attendant duties are discussed in [Pro-Forma Tariff](#)~~pro-forma tariff~~ section 4.11.1.*

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

___ Competitive Retailer will direct Retail Customers to call Competitive Retailer to report outages, interruptions, and irregularities and will then forward such calls to Company at the following toll-free number:

1-8XX-XXX-XXXX

___ Competitive Retailer will direct Retail Customers to directly call or contact Company to report outages, interruptions, and irregularities. Competitive Retailer will provide Retail Customer with the following Company supplied toll-free number for purposes of such reporting:

1-8XX-XXX-XXXX

B. DESIGNATION OF CONTACT FOR MAKING SERVICE REQUESTS

*Please place a check on the line beside the option selected. *These options and attendant duties are discussed in [Pro-Forma Tariff](#)~~pro-forma tariff~~ section 4.11.1.*

___ Competitive Retailer will direct Retail Customers to call Competitive Retailer to make service requests and will then electronically forward such information to Company.

___ Competitive Retailer will direct Retail Customers to call Competitive Retailer to make service requests and will then forward such calls to Company at the following toll-free number:

1-8XX-XXX-XXXX

___ Competitive Retailer will direct Retail Customers to directly call or contact Company to make service requests. Competitive Retailer will provide Retail Customer with the following Company supplied toll-free number for purposes of making such requests.

III. TERM

This Agreement shall commence upon the date of execution by both Parties (the “Effective Date”) and shall terminate upon mutual agreement of the Parties or upon the earlier of the date (a) Competitive Retailer informs the Company that it is no longer operating as a Competitive Retailer in Company’s service territory; (b) a new Delivery Service Agreement between the Parties hereto becomes effective; or (c) Competitive Retailer is no longer certified by the Commission as a Retail Electric Provider~~retail electric provider~~ in Company’s certificated service area.

Termination of this Agreement, for any reason, shall not relieve Company or Competitive Retailer of any obligation accrued or accruing prior to such termination.

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

V. SIGNATURES

Company (insert name) _____

(legal signature) _____

(date) _____

Competitive Retailer (insert name) _____

(legal signature) _____

(date) _____