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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. Utilities Code Ann. Chapter 183.

If the dispute is resolved in favor of the Company, Company shall not hold Competitive Retailer in default for non-payment of the original invoice based on the original due date. The invoice shall be due within one Business Day of resolution of the dispute.

A Competitive Retailer shall not dispute a methodology used to estimate a Meter Read if the estimation methodology has been approved by the Commission.

4.4.9 SUCCESSOR COMPETITIVE RETAILER

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

4.5 SECURITY DEPOSITS AND CREDITWORTHINESS

4.5.1 SECURITY RELATED TO TRANSITION CHARGES

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If Company is subject to a financing order, Competitive Retailer shall provide security for Transition Charges in accordance with Schedule TC of this Tariff in addition to other requirements in P.U.C. SUBST. R. 25.108, Financial Standards for Retail Electric Providers Regarding the Billing and Collection of Transition Charges. For purposes of establishing any required deposit for Transition Charges, a Competitive Retailer shall provide any required deposit within ten calendar days of receipt of the first Valid Invoice from the Company. Company shall ensure that its deposit calculations are reproducible and able to be calculated by Competitive Retailer.

4.5.2 SECURITY RELATED TO OTHER DELIVERY CHARGES

4.5.2.1 DEPOSIT REQUIREMENTS

Except as provided for in Schedule TC of this Tariff and P.U.C. Subst. R. 25.108, Financial Standards for Retail Electric Providers Regarding the Billing and Collection of Transition Charges, or as provided in P.U.C. Subst. R. 25.107, Certification of Retail Electric Providers, Company shall not require deposits for a Competitive Retailer that has not defaulted under Section 4.6, DEFAULT AND REMEDIES ON DEFAULT, within the past 24 months. If a Competitive Retailer has defaulted under Section 4.6 within the past 24 months, Company shall require the Competitive Retailer to provide a deposit as security for payments of amounts billed under this Tariff. Competitive Retailers who do not provide and maintain the security required by this section shall be considered in default, as provided in Section 4.6.

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4.5.2.2 SIZE OF DEPOSIT

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

4.5.2.3 FORM OF DEPOSIT

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

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4.5.2.4 INTEREST

Cash deposits shall accrue interest payable to Competitive Retailer. Company shall pay all interest to Competitive Retailer upon refund of the deposit, or during the quarterly review under Section 4.5.2.2 SIZE OF DEPOSIT, if such interest causes the size of the deposit to exceed the required amount. Interest shall be paid at the Commission-approved interest rate for customer deposits.

4.5.2.5 HISTORICAL DEPOSIT INFORMATION

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

4.5.2.6 **REFUND OF DEPOSIT**

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

- (1) Competitive Retailer ceases operations within Company's service territory;
- (2) Other arrangements are made for satisfaction of deposit requirements; or
- (3) 24 months have elapsed without Competitive Retailer defaulting on any payment obligations, unless Section 4.5.2.1 permits Company to require a deposit.

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

4.6 DEFAULT AND REMEDIES ON DEFAULT

4.6.1 COMPETITIVE RETAILER DEFAULT

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

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

4.6.2 REMEDIES ON DEFAULT

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

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

(1) Apply to delinquent balances Competitive Retailer's cash deposit, if any, and any accrued interest, or seek recourse against any letter of credit or surety bond for the amount of delinquent charges due to Company, including any penalties or interest;

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(2) Avail itself of any legal remedies that may be appropriate to recover unpaid amounts and associated penalties or interest;

- (3) Implement other mutually suitable and agreeable arrangements with Competitive Retailer, provided that such arrangements are available to all Competitive Retailers on a non-discriminatory basis;
- (4) Notify the Commission that Competitive Retailer is in default and request suspension or revocation of Competitive Retailer's certificate; and
- (5) Require Competitive Retailer to do one of the following:
 - (A) Immediately arrange for all future remittances from Retail Customers of the Competitive Retailer in default to be paid into a dedicated account controlled by Company. Amounts collected in a dedicated account shall first be applied to amounts due Company, including any late fees and penalties with remaining amounts released to Competitive Retailer. Competitive Retailer shall bear all costs of such mechanism; or
 - (B) Require Competitive Retailer to transition customers to another Competitive Retailer or POLR.

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

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bill Retail Customers. Competitive Retailer shall notify its Retail Customers of its choice of option (A) or (B) as soon as possible.

4.6.2.2. DEFAULT RELATED TO FAILURE TO SATISFY OBLIGATIONS UNDER TARIFF

Upon failure of Competitive Retailer to satisfy material obligations under this Tariff, Company shall provide notice of default to Competitive Retailer that explains the reason(s) for default. Competitive Retailer shall have ten Business Days from the date of receipt of notification to cure such default. Upon the Competitive Retailer's failure to remedy the default by the expiration of the notice period, Company may pursue any or all of the following:

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

4.6.2.3 DEFAULT RELATED TO DE-CERTIFICATION

Upon loss of Commission certification as a Retail Electric Provider, Competitive Retailer shall abide by P.U.C. SUBST. R. 25.107, Certification of Retail Electric Providers, with respect to notice and transfer of Retail

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Customers to another qualified Competitive Retailer or the POLR. In the event Competitive Retailer fails to abide by this rule, the Commission may instruct the Registration Agent to immediately transfer the customers to the POLR.

4.6.3 CURE OF DEFAULT

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

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4.7 MEASUREMENT AND METERING OF SERVICE

4.7.1 MEASUREMENT

All charges for electricity consumed or demanded by a Retail Customer shall be based on Meter measurement except where otherwise provided for by the applicable Rate Schedule or this Tariff. Meters for residential Retail Customers shall be Company owned unless otherwise determined by the Commission.

Retail Customers required by the Independent Organization to have an IDR Meter may choose a Meter Owner, other than Company, in accordance with Applicable Legal Authorities; otherwise, the Meter shall be owned by the Company.

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

When mutually agreed to by Company and Competitive Retailer, if Retail Customer takes Delivery Service at primary distribution or transmission voltage, Company may meter Delivery Service on the low side of Retail Customer's transformers and adjust measurements to account for losses as set forth in Chapter 6.

4.7.2 METER READING

Company is responsible for reading the Meter on a monthly basis in accordance with the published Meter Reading Schedule. Company must obtain an Actual Meter Reading within two Business Days of the date published in the Meter Reading

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Schedule, except as otherwise provided herein, and shall submit the Data from the Meter Read to the Registration Agent within three Business Days of the Scheduled Meter Reading date. If an Actual Meter Reading is not obtained, Company shall estimate the Meter Reading for invoicing purposes in accordance with this Chapter, the Rate Schedules in Section 6.1, RATE SCHEDULES, and Applicable Legal Authorities. Unless otherwise provided in this section or in the Rate Schedule, a Meter Reading shall not be estimated more than three times consecutively. Company shall establish validation procedures that prohibit zero usage and extreme value Meter Readings unless good reason exists for the readings. Company shall ensure that invoices and Meter Reading transactions with zero usage or usage with extreme and unlikely values are not issued to Competitive Retailer or Retail Customer unless Company has good reason to believe that the value is correct.

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

4.7.2.1 DENIAL OF ACCESS BY RETAIL CUSTOMER

If in any month Retail Customer prohibits access to Company to read the Meter (due to premises being locked, presence of a threatening animal, physical threats to meter reader, or other similar reason), Company shall provide the Retail Customer a door hanger requesting access the following month and informing the Retail Customer of the consequences for continuing to fail to provide access. If there is no door on which to leave a door hanger, Company may leave the door hanger at a point of ingress. If no point of ingress is available, Company may choose not to leave the door hanger and must notify Competitive Retailer of the inability to leave the door hanger.

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Company shall inform Competitive Retailer that Company was unable to gain access and the reason that Company was unable to gain access, providing enough detail that Competitive Retailer can explain to the Retail Customer and inform Competitive Retailer of the number of consecutive months Company has been denied access by the customer. If the Competitive Retailer is notified that a customer denied access to Company to read the Meter, Competitive Retailer shall contact the Retail Customer to request access for Company the following month and inform the Retail Customer of the consequences for continuing to fail to provide access. Competitive Retailer contact may be either by mail, telephone or door to door contact.

After three consecutive months of denial of access by the Retail Customer to Company to read the Meter the Retail Customer has the following options:

- (a) Disconnection of service;
- (b) Installation of a remotely read Meter at the Retail Customer's expense and billed directly by Company to Competitive Retailer; or
- (c) Relocation of the Meter to make Meter accessible at the Retail Customer's expense.

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

Company may continue to estimate a residential Premises or a non-critical load for an additional 60 days in order to implement one of the options.

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Company may continue to estimate a non-residential Critical Load Premises for an additional 60 days in order to implement one of the options. If after 60 days, Company has failed to implement an option that provides access, due to the Retail Customer's failure to grant access to implement the solution, Company may charge a fee each month of continued denial of access until an option authorized by this section can be implemented, in accordance with Chapter 6. Company must provide documentation of its attempts to implement the option to the Competitive Retailer, Retail Customer or the Commission upon request.

The requirements of this section shall be effective no later than July 1, 2007.

4.7.2.2 ESTIMATES FOR REASONS OTHER THAN FOR DENIAL OF ACCESS BY RETAIL CUSTOMER

The Company shall not estimate a Meter Reading for a Premises more than three consecutive times when customer has not denied access.

Company's failure to make an Actual Meter Reading for reasons other than the Retail Customer's failure to provide access shall not be considered a break in a series of consecutive months of denial of access under Section 4.7.2.1, DENIAL OF ACCESS BY RETAIL CUSTOMER, but shall not be considered a month in which the Retail Customer has denied access.

An estimate performed by Company for the purpose of a mass transition of Retail Customers when Actual Meter Reads are infeasible or Applicable Legal Authorities dictate an estimation shall not be considered a break in a series of

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consecutive months of estimates, but shall not be considered a month in a series of consecutive estimates performed by Company.

The requirements of this section shall be effective no later than July 1, 2007.

4.7.3 REPORTING MEASUREMENT DATA

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

4.7.4 METER TESTING

Company will test the Meters in accordance with the schedule and standards of the American National Standards Institute, Incorporated ("ANSI"), as adopted by the Commission, and PUC SUBST. R. 25.124, Meter Testing. Upon a request by any authorized person in accordance with Applicable Legal Authorities, Company will perform additional tests of the accuracy of the Meter no later than ten Business Days after the request is received, provided the Meter is self-contained single phase, kWh Meter and subject to obtaining Access as provided in Section 5.4.8, ACCESS TO RETAIL CUSTOMER'S PREMISES and completing any necessary coordination with the Retail Customer or a third party. In the event the Meter is other than a self-contained, single phase kWh Meter, Company will perform the additional tests no later than 30 calendar days after the request is received. The additional tests will be performed preferably on the Retail Customer's Premises, but may, at Company's discretion, be performed at a Meter test laboratory. The additional tests will be free of charge if the Meter is determined to be outside the accuracy standards established by ANSI or if a test has not been requested and performed in the previous four years,

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Company will provide a copy of the complete results of that test to the requesting party as soon as possible but within the timeframes allowed for testing of the Meter. Competitive Retailer or Retail Customer may request a new test if one has been performed within the previous four years, but if the Meter tests within ANSI accuracy standards, Company will charge Competitive Retailer for the additional tests in accordance with the Rate Schedules in Section 6.1, RATE SCHEDULES. Following the completion of any additional test, Company will promptly advise the party requesting the test of the date of removal of the Meter, the date of the test, the result of the test, who conducted the test, and where the test was performed. Company will provide more detailed information to customer upon request at no additional charge to the customer.

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

4.7.5 INVOICE ADJUSTMENT DUE TO METER INACCURACY

If any Meter is determined to be non-compliant with the accuracy standards prescribed by Commission rules, Company shall render an adjusted bill pursuant to Commission rules.

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4.8 DATA EXCHANGE

Company shall make proprietary Retail Customer information available to Competitive Retailer as prescribed by Applicable Legal Authorities. Company shall not assess separate charges for the provision of the most recent 12 months of Meter Data or load data to Competitive Retailer; however charges may apply for the provision of data beyond the most recent 12 months.

4.8.1 DATA FROM METER READING

Company shall make available to the Registration Agent within three Business Days of the scheduled Meter Reading date, all of the data recorded in the Meter that is used for Company billing and is required by the Retail Customer's settlement profile (such as kWh, kW, kVA) and, if applicable, Power Factor and any Meter Data required by Applicable Legal Authorities for Competitive Retailer to bill the Retail Customer. Competitive Retailer has the right to physical access of the Meter to the same extent Retail Customer has access, in accordance with the provisions of Section 5.10.2, RETAIL CUSTOMER RESPONSIBILITY AND RIGHTS, to obtain Meter Data if:

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

Metering data, except as specified in Section 0, 4.8.1.3 OUT-OF-CYCLE METER READS, will be sent to the Competitive Retailer in complete billing periods.

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

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

Unless procedures are established for access to historical usage information to be provided by the Independent Organization, Company shall provide access to Retail Customer's historical usage and/or interval data to Retail Customer and with the Retail Customer's permission, current and/or prospective Competitive Retailers within three Business Days of the receipt of the request. Company shall maintain at least 12 months of usage and/or Demand data for each Premises with a volumetric or Demand Meter and shall also maintain interval data for any Premises for whom Company records interval data. If access is not provided by the Independent Organization, Company shall provide access to this data to IDR customers and advanced meter customers through a web-portal or other means such that the historical data is accessible at any time. If access is not provided by the Independent Organization, Company shall provide access to this data no later than July 1, 2007 to all other non-residential customers through a web-portal or other means such that the

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historical data is accessible at any time. Company shall ensure confidentiality of customer load data through the assignment of unique customer passwords or personal identification numbers (PINs) released only to the Retail Customer.

4.8.1.1 DATA RELATED TO INTERVAL METERS

Data from interval Meters will be sent as kWh during each interval. The kWh and kW or kVA Demand, as applicable, will be reported for each interval. Each recording interval shall be labeled according to Applicable Legal Authorities.

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4.8.1.2 DATA REPORTED BY VOLUMETRIC (KWH) METERS

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

Upon termination of a Retail Customers' Delivery Service at a particular Point of Delivery through a successfully executed move-out transaction, Company will provide Meter Data to the Registration Agent within three Business Days of the date that the move-out was executed.

4.8.1.3 OUT-OF-CYCLE METER READS

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

Out-of-cycle Meter Reads not associated with a Retail Customer's change in Competitive Retailer (Meter Re-reads) shall be performed and the new reading shall be transmitted to Competitive Retailer within five Business Days

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of the receipt of the request. If, based upon the re-read, it is determined that the original monthly Meter Read was in error, the Meter Read and Billing Determinants for that billing period shall be corrected in accordance with Section 4.4.3, INVOICE CORRECTIONS, and no Discretionary Service charge will be applied by Company. If the re-read determines that the Original Meter Read was correct, a charge may be assessed for the re-read in accordance with Chapter 6.

4.8.1.4 ESTIMATED USAGE

Company is responsible for reading Meter on a monthly basis in accordance with the published Meter Reading Schedule. If an Actual Meter Reading is not obtained, Company shall estimate the Meter Reading for invoicing purposes in accordance with this Tariff and Company shall provide the reason for the estimation. In no event shall such estimate equal zero for a known active Meter, nor equal or exceed double the previous non-estimated month's usage unless Company has good reason to believe that this value is a reasonable estimate and can provide its reason upon request to Competitive Retailer.

Any electronic transaction transmitting an estimated Meter Reading to Competitive Retailer shall clearly denote that the Meter Reading is an estimate and include an explanation of the reason for the estimation. When an Actual Meter Reading is taken after two or more consecutive months of estimation, Company shall allocate any over or under-estimated usage over the entire estimation period. The allocation shall be based on the average daily consumption for the Retail Customer for the period between Actual

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Meter Reads. Estimated usage must be identified as "Estimated" in the SET transactions. If requested, Company shall provide the estimation method used. If an estimation methodology is developed by the Commission or other Applicable Legal Authority, Company shall use that methodology.

A Meter Reading for an IDR Meter shall not be considered an Estimated Meter Reading if an Actual Reading was obtained and Company had to estimate a limited number of intervals of data to fill in gaps in the data collected.

The requirement of this section that Company provide the reason for the estimation to Competitive Retailer on an electronic transaction shall be effective no later than July 1, 2007.

4.8.1.5 METER/BILLING DETERMINANT CHANGES

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

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

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

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4.8.2 DATA FOR UNMETERED LOADS

For unmetered service, the following standards apply:

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

4.8.3 ADJUSTMENTS TO PREVIOUSLY TRANSMITTED DATA

Re-sending or adjusting of previously transmitted data arises from data maintenance activities (e.g., response to inquiries, needs to restore data files, and responses to problems with posted data) and Meter maintenance activities (e.g., adjustments as improved information becomes available due to discovery of incorrect reads, crossed Meters, non-registering Meters, slow or fast Meters, incorrect multipliers, etc.). New requirements regarding the labeling of replacement data established by paragraphs (1) and (2) shall be implemented not later than July 1, 2007.

The following standards apply to such previously transmitted data:

- (1) When corrections are made to previously sent data, the original SET shall be first cancelled. A replacement SET of data (labeled as replacement data) is then transmitted within one Business Day of the cancelled data;
- (2) When corrections are made to previously sent data, the complete set of data pertaining to a Meter and billing cycle will be provided in the replacement

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transaction. When sending or correcting data, each billing cycle for the affected Meter will be in a distinct data set in the SET. Only the data for the affected billing cycle and Meter will be transmitted;

- (3) In the case of "crossed Meters," in which Meter numbers have been incorrectly reported for sets of usage data, the original SET will be cancelled and a new SET transmitted that correctly reports the data, ESI ID, and other associated data;
- (4) Company will make corrected data available to the original recipients in a timely manner no matter when the correction is made;
- (5) Company shall provide a reason for any correction to Competitive Retailer when the adjustment is made; and
- (6) All transactions containing corrections must be sent in accordance with TX SET standards as set forth in TX SET Implementation Guidelines and Commission rules.

4.8.4 DATA EXCHANGE PROTOCOLS

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

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

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(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;

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(4) In the event that the designated representatives are unable to resolve the dispute within 30 calendar days, from the date of the complaining party's initial notice under this Section, such dispute, by mutual agreement, may be referred to mediation or be submitted to binding arbitration and resolved in accordance with the current Commercial Arbitration Rules of the American Arbitration Association; and

(5) In the event that binding arbitration is not chosen and resolution is not obtained within 30 calendar days after the initial notice or another mutually agreed upon timeline, an affected party may file a complaint with the Commission.

4.9.2 COMPLAINT WITH REGULATORY AUTHORITY

Nothing in this section shall restrict the rights of Company or Competitive Retailer to file a complaint with the Commission, or to exercise all other legal rights and remedies.

4.10 SERVICE INQUIRIES

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

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

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

4.11 OUTAGE AND SERVICE REQUEST REPORTING

4.11.1 NOTIFICATION OF INTERRUPTIONS, IRREGULARITIES, AND SERVICE REQUESTS

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

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

Competitive Retailer choosing option (1) must ensure that all necessary information is electronically communicated to Company in a timely manner using the appropriate TX SET protocol or other communication alternative agreed to by Company and Competitive Retailer, so as not to unnecessarily delay Company's response. Upon

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notification by a Competitive Retailer that the Competitive Retailer plans to forward outage information or service order requests to Company electronically, Company shall be capable of receiving data electronically from Competitive Retailer within 18 months, unless mutually agreed otherwise by Company and Competitive Retailer or Company obtains a waiver from the Commission. The data necessary includes the following information:

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

A Competitive Retailer choosing option (2) shall ensure that calls are properly forwarded to a Company supplied toll free telephone number. A Competitive Retailer choosing option (3) shall provide Retail Customers, in accordance with the Commission's customer protection rules, with the Company supplied toll free telephone number and indicate that Retail Customer should call this number for interruptions, irregularities, outages and/or service requests.

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

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Competitive Retailer shall designate in the Delivery Service Agreement Form (Appendix A to this Tariff) which one of the three options it will select as its primary method for reporting interruptions, irregularities, outages, and which one of the three options it will select as its primary method for making service repair requests. Nothing in this section is meant to restrict a Competitive Retailer who has chosen to utilize option (1) or (2) for the majority of their Retail Customers to allow a Retail Customer with special needs to directly contact the Company if agreed to by the Competitive Retailer and Retail Customer, provided that Competitive Retailer abides by the conditions prescribed by this section for choosing option (3) for that Retail Customer.

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

4.11.2 RESPONSE TO REPORTS OF INTERRUPTIONS AND REPAIR REQUESTS

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

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6.1.2 DISCRETIONARY CHARGES

6.1.2.1 STANDARD DISCRETIONARY SERVICES

Charges Billed by Company to Competitive Retailer

The Discretionary Service Charges listed below are charges for which the Company shall bill the Competitive Retailer upon completion of the service. All charges for the services in 6.1.2 are included in the rates herein. No additional charges (such as processing fees, copying fees etc) shall apply. Company shall uniformly apply the standard TX SET code that corresponds to each service below on all invoices for such service.

Company shall be open for normal business Monday – Friday 8:00 AM – 5:00 PM and available for Priority/Same Day requests Monday – Friday 5:00 PM – 10:00 PM except on holidays designated in Section 3.18, NON-BUSINESS DAY DESIGNATIONS. Company shall be available for emergencies at all times. This shall not preclude Company from staffing at additional times.

Charge No.	Name and Description	Amount
Connection	n Charges (Move-in)	a. An existence
6.1.2.1.1	Applicable to requests to energize a Retail Customer's connection to the Delivery System where at least two Business Days notice has been provided. Such requests, which include the corresponding TX SET code for standard service, and are received by Company at least two Business Days prior to the Competitive Retailer's requested date shall be completed no later than the requested date. Requests received after 5:00 PM CPT or on a day that is not a Business Day, shall be considered received on the next Business Day. If the request is received less than two Business Days prior to the requested date, the Move-In will be scheduled for the Business Day that is two Business Days after the date the request is received. If the requested date is not a Business Day, the Move-In will be scheduled for the first Business Day following the requested date. This service is not available if inspections and permits, or other construction is required.	

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Charge No.	Name and Description	Amount
	 i. Self-Contained Meter (existing) ii. Self-Contained Meter (new) iii. CT/Other Meter (existing) iv. CT/Other Meter (new) 	\$21.00 \$21.00 \$36.00 \$36.00
6.1.2.1.2	Priority Move-In Applicable to requests to energize a Retail Customer's connection to the Delivery System where less than two Business Days notice has been provided. Such request shall include the TX SET priority code designation for priority service. Company shall complete Priority Connections on the requested date, provided that the request was received by 5:00 PM CPT of that Business Day. If service is not provided on the Business Day the request is received, the Priority Connection shall be completed by no later than close of business of the next Business Day. Requests received after 5:00 PM CPT or on a day that is not a Business Day, shall be considered received on the next Business Day. This service is only available at an existing Premises with an existing Meter. It is not available if inspections and permits, or other construction is required.	
	i. Self-Contained Meter (existing)ii. CT/Other Meter (existing)	\$51.00 \$66.00
Disconnect	ion Charges	September 1
6.1.2.1.3	Move-Out Company shall discontinue Delivery Service to the Point of Delivery on the requested date provided the Company receives the transaction at least two Business Days prior to the requested date. A transaction received after 5:00 PM CPT on a Business Day, or on a day that is not a Business Day, will be considered received on the next Business Day. If the request is received less than two Business Days prior to the requested date, the Move-Out will be scheduled for the Business Day that is two Business Days after the date the request is received. If the requested date is not a Business Day, the move-out will be scheduled for the first Business Day following the requested date.	Charge applicable to requests to deenergize service on a move-out is included in the move-in charge.
6.1.2.1.4	Customer Requested Clearance	

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	Applicable to requests to de-energize/re-energize Company facilities to allow Retail Customer or Retail Customer's contractor to work near Company or on or near Retail Customer's electrical facilities. Requests for Clearance shall be filled on the requested date provided Company receives the request on a Business Day that is not later than three Business Days prior to the requested date. Notices received after 5:00 PM CPT, or on a day that is not a Business Day, will be considered received on the next Business Day. If the requested date is not a Business Day, or if the Company receives the request with less than three Business Days prior notice, or the clearance cannot be safely performed on the requested date, Company will accommodate the request based on mutual agreement with the requesting party at charges as calculated. All charges include the cost for deenergizing and re-energizing facilities.	
Disconnect	i. With three Business Days notice (residential) ii. With three Business Days notice (non-residential) iii. With less than three Business Days notice *Reconnect for Non-Pay Charges*	As Calculated* As Calculated* As Calculated*
6.1.2.1.5	Disconnect for Non-Pay (DNP) Applicable to requests from Competitive Retailer to de-energize service to Retail Customer due to Retail Customer's failure to pay charges billed by its Competitive Retailer or Company. For premises without a provisioned advanced meter and for premises with a provisioned advanced meter without remote disconnect/connect capabilities, if the DNP is requested by the Competitive Retailer, the request shall be completed within three Business Days of the requested date, provided Company receives the request at least two Business Days before the requested date. Notices received after 5:00 PM CPT, or on a day that is not a Business Day, will be considered received on the next Business Day.	
	For premises with a provisioned advanced meter with remote disconnect/connect capabilities and for which that Company can successfully communicate with that provisioned advanced meter	

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Charge No.	Name and Description	Amount
110.	at the time Company attempts to execute the request by using Company's advanced metering system, if the DNP is requested by the Competitive Retailer, the request shall be completed within 2 hours of receipt of request on the requested date provided Company receives the request no later than 2:00 PM CPT on the requested date and provided that the requested date is a Business Day. Requests received after 2:00 PM CPT on the requested date, or on a day that is not a Business Day, will be completed no later than 8:00 AM CPT on the next Business Day. If Company cannot successfully communicate with the provisioned advanced meter at the time Company attempts to execute the request by using Company's advanced metering system, the request shall be completed within three Business Days of the requested date. For all premises, Company shall not disconnect a premise before the requested date and shall not disconnect a premise on the Business Day immediately preceding a holiday. If the DNP is performed by Company due to Retail Customer's non-payment of a charge billed directly by Company to the Retail Customer, or because the Retail Customer has not fulfilled its obligations under a contract entered into between Company and the Retail Customer, these charges shall not be billed to the Competitive Retailer.	
	At Meter i. Standard Disconnect ii. Same Day Disconnect iii. Holiday	\$21.00 \$21.00 N/A
	At Premium Location (i.e. pole, weatherhead, secondary box) i. Standard Disconnect ii. Same Day Disconnect iii. Holiday	\$36.00 \$36.00 N/A

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Charge No.	Name and Description	Amount
6.1.2.1.6	Reconnect After DNP Applicable to requests to re-energize service to Retail Customer after Retail Customer has been disconnected for non-payment. Company shall complete reconnection no later than 48 hours from the time the request is received. However, if this requirement results in the reconnection being performed on a day that is not a Business Day, an additional charge for non-Business Day connection will also apply.	
	Standard Reconnect: For premises without a provisioned advanced meter, for premises with a provisioned advanced meter without remote disconnect/connect capabilities, and for premises with a provisioned advanced meter for which that Company cannot successfully communicate with that provisioned advanced meter at the time Company attempts to execute the request by using Company's advanced metering system, standard reconnect requests received by Company by 2:00 PM CPT on a Business Day shall be reconnected that day.	
	For premises with a provisioned advanced meter with remote disconnect/connect capabilities and for which Company can successfully communicate with that provisioned advanced meter at the time Company attempts to execute the request by using Company's advanced metering system, standard reconnect requests received by Company from 8:00 AM CPT to 7:00 PM CPT on a Business Day shall be reconnected within 2 hours of receipt of request.	
	For premises with a provisioned advanced meter with remote disconnect/connect capabilities where the Competitive Retailer provides prepaid service under P.U.C. Subst. R. 25.498, standard reconnect requests received by the Company from 8:00 AM CPT to 7:00 PM CPT on a Business Day shall be reconnected within 1 hour of receipt of request.	
	For all premises, standard reconnect requests received by	

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No.		
	Company after 2:00 PM CPT on a Business Day shall be reconnected that day if possible, but no later than the close of Company's next field operational day. Standard reconnect requests received by Company after 7:00 PM CPT or on a day that is not a Business Day maybe considered received on the next Business Day.	
	Same Day Reconnect: Same day reconnect requests received by Company prior to 5:00 PM CPT on a Business Day shall be reconnected no later than the close of Company's field operational day.	
	At Meter i. Standard Reconnect ii. Same Day Reconnect iii. Weekend iv. Holiday	\$21.00 \$21.00 \$51.00 \$51.00
	At Premium Location (i.e. pole, weatherhead, secondary box) i. Standard Reconnect ii. Same Day Reconnect iii. Weekend iv. Holiday	\$21.00** \$21.00** \$51.00** \$51.00**
	NOTE: In no event shall Company fail to reconnect service within 48 hours after a reconnection request is received.	The state of the s
Meter Tes	Charge The Control of	
6.1.2.1.7	Applicable to Meter tests performed at the request of Competitive Retailer or Retail Customer in accordance with Section 4.7.4, METER TESTING.	
	Self-contained Meter – Company owned i. First test within the previous four years ii. Found outside of the accuracy standards iii. All other	\$ 0.00 \$ 0.00 \$18.00
	CT/Other Meter – Company owned i. First test within the previous four years	\$ 0.00

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Charge No.	Name and Description	Amount
	ii. Found outside of the accuracy standards iii. All other	\$ 0.00 \$30.00
	Competitive Meter	\$ 0.00
Out-of-Cyc	te Meter Read Charges	The second second
6.1.2.1.8	Re-Reads Applicable to requests to re-read Retail Customer's Meter to verify the accuracy of Company's Meter Reading. The re-read shall be completed within five Business Days of Company's receipt of the request. i. Meter Reading found to be in error ii. Meter Reading found to be accurate	\$0.00 \$7.00
6.1.2.1.9	Out-of-cycle Meter Read for the Purpose of a Self-Selected Switch Applicable to requests to read Retail Customer's Meter on a date other than Company's regularly scheduled monthly Meter Reading date for the purpose of a switch of a Retail Customer's account to a new Competitive Retailer on a date certain. Company shall perform the Meter Read on the Competitive Retailer's requested date, provided the Company receives the request on a Business Day that is not later than two Business Days prior to the requested date. Notices received after 5:00 PM CPT, or on a day that is not a Business Day, will be considered received on the next Business Day. If the requested date is not a Business Day, the out-of-cycle Meter Read will be scheduled for the first Business Day following the requested date. The meter read shall be performed in accordance with Section 4.3.4, CHANGING OF DESIGNATED COMPETITIVE RETAILER.	\$7.00
	Meter Read for the Purpose of a Standard Switch Applicable to requests to read Retail Customer's Meter for the purpose of switching Retail Customer's account to a new Competitive Retailer when the customer has not requested switching on a date certain. Company shall use on-cycle meter readings obtained during the three business days prior to the first available switch date (FASD) received from the Registration Agent or the four business days beginning with the FASD for	

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Charge No.	Name and Description	Amount
	customers whose meters were scheduled for on-cycle readings during that time, and shall perform a Meter Reading or Estimated Meter Reading within four business days beginning with the FASD for customers whose meters were not scheduled to be read during that time. The Meter Reading shall be performed in accordance with Section 4.3.4, CHANGING OF DESIGNATED COMPETITIVE RETAILER.	\$0.00
	Out-of-Cycle Meter Estimation for the Purpose of a Switch due to denial of Access by Retail Customer	\$7.00
	Out-of-Cycle Estimate for the Purpose of a Mass Transition Charges for estimation shall be charged to the exiting Competitive Retailer.	\$0.00
Non-Stand	ard Meter Installation Charges	
6.1.2.1.10	Off-site Meter Reading (OMR) Equipment Installation Applicable to installation, upon request, by Retail Customer or Retail Customer's Competitive Retailer, of Company's "Standard Advanced Metering Equipment" designed to transmit information via radio to a hand held Meter Reading device carried by the meter reader. This allows for the provision of a Meter Reading without visual contact with the Meter. Equipment shall be installed within 30 days of receipt of request.	
	During Normal Business Hours	\$0.00
6.1.2.1.11	Automated Meter Reading (AMR) Equipment Installation Applicable to installation, upon request, by Retail Customer or Retail Customer's Competitive Retailer, of Company's "Standard Advanced Metering Equipment" designed to transmit information via telephone to a central location. This allows for the provision of Meter Reading information on cycle or special reading date without visual contact with the Meter. Equipment shall be installed within 30 days of receipt of request.	
	Single-Phase Self Contained During Normal Business Hours	\$0.00
	Three-Phase Self Contained	\$0.00

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110.	During Normal Business Hours	
	Single-Phase Instrumented Rated During Normal Business Hours	\$0.00
	Three-Phase Instrumented Rated During Normal Business Hours	\$0.00
6.1.2.1.12	Interval Data Recorder (IDR) Equipment Installation Applicable to installation, upon request, by Retail Customer or Retail Customer's Competitive Retailer, of Company's "Standard Advanced Metering Equipment" designed to access interval load data via telephone or other mode of transmission agreed to by customer to a central location. Equipment shall be installed within 30 days of receipt of request.	
	During Normal Business Hours	\$0.00
Service Ca	Il Charge	
6.1.2.1.13	Applicable when Company employee is dispatched to the Retail Customer's Premises at the request of the Retail Customer or Competitive Retailer to investigate an outage or other service problem that, upon investigation by Company, is determined not to be a problem with Company's equipment or system.	
	 i. During Business Days, 8:00 AM -5:00 PM CPT ii. Business Days non-Business Hours iii. Weekend iv. Holiday 	\$61.00 \$61.00 \$61.00 \$61.00
Outdoor L	ighting Charges	
6.1.2.1.14	Security Lighting Repair Applicable to requests, by Retail Customer or Retail Customer's Competitive Retailer, to repair existing Company-owned security lights on Retail Customer's Premises unless such repair is necessary due to normal lamp and glass replacements. If necessary due to normal lamp and glass replacements, repair shall be performed at no charge. Company shall complete repairs within 15 calendar days of the request in accordance with Section 5.4.6, RETAIL CUSTOMER'S DUTY REGARDING COMPANY'S FACILITIES ON RETAIL CUSTOMER'S	As Calculated*

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Charge	Name and Description	Amount
No.	PREMISES.	
6.1.2.1.15	Security Light Removal Applicable to requests, by Retail Customer or Retail Customer's Competitive Retailer, to remove Company-owned security lights on the Retail Customer's Premises in accordance with Sections 5.7.8, REMOVAL AND RELOCATION OF COMPANY'S FACILITIES AND METERS and 5.7.9, DISMANTLING OF COMPANY'S FACILITIES. This charge shall not apply to removals initiated by the Company.	
	A Retail Customer or a Competitive Retailer on behalf of Retail Customer, shall request removal of outdoor lighting facilities at least 30 days prior to the requested removal date. The removal request shall be completed by Company on requested removal date. If mutually agreed to by Company and the Retail Customer, or the Competitive Retailer on behalf of the Retail Customer, Company may begin the removal of outdoor lighting facilities and complete the removal of outdoor lighting facilities on a date or dates other than the initially requested removal date.	As Calculated*
6.1.2.1.16	Applicable to requests, by Retail Customer or Retail Customer's Competitive Retailer, to remove existing Company-owned street lights, in accordance with Sections 5.7.8, REMOVAL AND RELOCATION OF COMPANY'S FACILITIES AND METERS and 5.7.9, DISMANTLING OF COMPANY'S FACILITIES. A Retail Customer or a Competitive Retailer on behalf of Retail Customer, shall request removal of outdoor lighting facilities at least 30 days prior to the requested removal date. The removal request shall be completed by Company on requested removal date. If mutually agreed to by Company and the Retail Customer, or the Competitive Retailer on behalf of the Retail Customer, Company may begin the removal of outdoor lighting facilities and complete the removal of outdoor lighting facilities on a date or dates other than the initially requested removal date.	As Calculated*
Tampering	Charges 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	
6.1.2.1.17	Tampering	

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INO.	Applicable to unauthorized use of Delivery System pursuant to Section 5.4.7, UNAUTHORIZED USE OF DELIVERY SYSTEM or other Tampering with Company metering facilities or any theft of electric service by any person on the Retail Customer's Premises.	
	Tampering charges can include, but are not limited to, Delivery Charges, cost of replacement and repair of damaged Meter and associated equipment, cost of installation of protective facilities or relocation of the Meter, and all other costs associated with the investigation and correction of the unauthorized use.	As Calculated
6.1.2.1.18	Broken Meter Seal Applicable to breakage of the Meter seal.	\$61.00
Denial of A	recess	
6.1.2.1.19	Inaccessible Meter Charge Applicable when Company personnel is unable to gain access to the meter of a non-residential critical load premises as a result of continued denial of Access as provided in Section 4.7.2.1, DENIAL OF ACCESS BY RETAIL CUSTOMER.	\$61.00 and As Calculated*
Distribute	d Renewable Generation Metering	
6.1.2.1.20	Distributed Renewable Generation Metering Applicable to installation, upon request pursuant to Substantive Rule 25.213(b), by Retail Customer or Retail Customer's Competitive Retailer, of metering equipment that separately measures both the Customer's consumption from the distribution network and the out-flow that is delivered from the Customer's side of the Meter to the distribution network.	As Calculated*

- * These charges are applicable to services that will have widely varying costs depending upon the circumstances and requirements of the work to be done.
- ** These charges are applicable to services provided at locations that are unique and that present special challenges. These challenges vary and as a result, the costs of providing the service may vary widely depending on the required expertise and equipment needed to perform the work.