



Control Number: 38929



Item Number: 618

Addendum StartPage: 0



Howard V. Fisher  
Senior Counsel

Oncor Electric Delivery  
1616 Woodall Rodgers Frwy.  
Suite 6B-007  
Dallas, Texas 75202-1234  
214-486-3026  
Fax 214-486-3221  
howard.fisher@oncor.com

September 2, 2011

Tracie Lowrey, Filing Clerk  
Central Records  
Public Utility Commission of Texas  
1701 N. Congress Ave.  
P. O. Box 13326  
Austin, TX 78711-3326

Re: *Docket No. 38929 (Application of Oncor Electric Delivery Company LLC for Authority to Change Rates)*

Dear Ms. Lowrey:

On August 26, 2011, the Commission entered its Order in the *Application of Oncor Electric Delivery Company LLC for Authority to Change Rates*, PUC Docket No. 38929, SOAH Docket No. 473-11-2330 (the "Order"). In compliance with Ordering Paragraph No. 2 of the Order and Substantive Rule 25.241(e), Oncor Electric Delivery Company LLC ("Oncor") respectfully submits this transmittal letter, the attached Phase I and Phase II Tariffs for Retail Delivery Service, and the attached Phase I and Phase II Tariffs for Transmission Service (together, the "Tariffs"). Consistent with Ordering Paragraph No. 2 of the Order, for the tariff sheets that are modified as part of the Phase I increase in rates approved herein the effective date is September 25, 2011, which is 30 days from the date of the Commission's Order, while the effective date for the Phase II Tariffs is September 25, 2011 for the tariff sheets being modified solely by the Phase I increase in rates approved herein, and is January 1, 2012, for those tariff sheets that are also being modified by the Phase II increase in rates approved by the Order.

The Phase I and Phase II Tariffs are each complete in and of themselves, and each includes a Table of Contents that provides a detailed outline of all sections.

I would note that Oncor has made one minor change to Tariff for Retail Delivery Rate Section 6.1.1.6.5 Rider RCE – Rate Case Expense Surcharge and to Tariff for Transmission Service Rate Section 3.5 Rider WRCE – Wholesale Rate Case Expense Surcharge. Currently, each of these riders states that the rider will remain in effect "for

618

three years from the effective date of this tariff." Because the effective date of the tariff is being modified, Oncor has modified this phrase to indicate that the rider will remain in effect for three years from October 27, 2009, which was the original effective date of those tariff sections.

In addition, I would note that the attached Tariffs include two revised tariffs that were recently approved in other proceedings: (1) Tariff for Retail Delivery Service Section 6.1.1.2.1 Rider TC1 – Transition Charge, which was filed in Compliance Tariff Filing No. 39665, *Annual True-Up Compliance Filing Of Oncor Electric Delivery Company LLC Concerning Rider TC1 - Transition Charge*, on August 15, 2011, and which goes into effect automatically pursuant to the Financing Order approved by the Commission in Docket No. 25230; and (2) Tariff for Retail Delivery Service Section 6.1.1.6.1 Rider Transmission Cost Recovery Factor (TCRF), which was approved by the Commission on July 15, 2011, in Docket No. 39456, *Petition Of Oncor Electric Delivery Company LLC for Administrative Approval of Transmission Cost Recovery Factor Update Pursuant To Subst. R. §25.193*.

Finally, with respect to both Tariff for Retail Delivery Rate Schedule 6.1.1.6.5 Rider RCE2 – Rate Case Expense Surcharge 2 and Tariff for Transmission Service Rate Schedule 3.5 Rider WRCE2 – Wholesale Rate Case Expense Surcharge 2, these riders do not yet include per unit billing charges. Consistent with Finding of Fact No. 36 in the Order, the amount of rate case expenses to be recovered under these riders will be determined in Docket No. 39239, *Application Of Oncor Electric Delivery Company LLC For Rate Case Expense Severed From PUC Docket No. 38929, SOAH Docket No. 473-11-2330*. Oncor will file revised Riders RCE2 and WRCE2, with the approved per unit billing charges, consistent with the order that is ultimately entered in that Docket No. 39239.

Oncor requests that the Commission accept the Tariffs as submitted by Oncor. Oncor will serve copies of this letter and the Tariffs upon all parties of record to this proceeding, and also will provide a copy to Mr. Stephen Journey of Commission Advising.

Thank you for your assistance in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Howard V. Fisher", with a stylized flourish at the end.

Howard V. Fisher

xc: Stephen Journey  
All Parties of Record

**TARIFF FOR RETAIL DELIVERY SERVICE  
PHASE I**

**TARIFF  
FOR  
RETAIL DELIVERY SERVICE**

**ONCOR ELECTRIC DELIVERY COMPANY LLC**

**1616 Woodall Rodgers Fwy  
Dallas, Texas 75202-1234**

**Tariff for Retail Delivery Service  
Oncor Electric Delivery Company LLC**

**Table of Contents**

Applicable: Entire Certified Service Area  
Effective Date: September 25, 2011

Page 1 of 7  
Revision: Twelve

---

**TABLE OF CONTENTS**

<b>CHAPTER 1: DEFINITIONS .....</b>	<b>9</b>
<b>CHAPTER 2: DESCRIPTIONS OF COMPANY'S CERTIFIED SERVICE AREA.....</b>	<b>15</b>
<b>CHAPTER 3: GENERAL SERVICE RULES &amp; REGULATIONS .....</b>	<b>18</b>
<b>3.1. APPLICABILITY .....</b>	<b>18</b>
<b>3.2 GENERAL .....</b>	<b>18</b>
<b>3.3 DESCRIPTION OF SERVICE .....</b>	<b>18</b>
<b>3.4 CHARGES ASSOCIATED WITH DELIVERY SERVICE .....</b>	<b>18</b>
<b>3.5 AVAILABILITY OF TARIFF .....</b>	<b>19</b>
<b>3.6 CHANGES TO TARIFF .....</b>	<b>19</b>
<b>3.7 NON-DISCRIMINATION.....</b>	<b>19</b>
<b>3.8 FORM OF NOTICE.....</b>	<b>19</b>
<b>3.9 DESIGNATION OF COMPANY CONTACT PERSONS FOR MATTERS RELATING TO DELIVERY SERVICE .....</b>	<b>20</b>
<b>3.10 INVOICING TO STATE AGENCIES .....</b>	<b>20</b>
<b>3.11 GOVERNING LAWS AND REGULATIONS .....</b>	<b>20</b>
<b>3.12 GOOD-FAITH OBLIGATION .....</b>	<b>20</b>
<b>3.13 QUALITY OF DELIVERY SERVICE .....</b>	<b>20</b>
<b>3.14 COOPERATION IN EMERGENCIES.....</b>	<b>20</b>
<b>3.15 SUCCESSORS AND ASSIGNS.....</b>	<b>21</b>
<b>3.16 EXERCISE OF RIGHT TO CONSENT.....</b>	<b>21</b>
<b>3.17 WAIVERS .....</b>	<b>21</b>
<b>3.18 NON-BUSINESS DAY DESIGNATIONS .....</b>	<b>21</b>
<b>3.19 PUBLIC SERVICE NOTICE .....</b>	<b>21</b>
<b>3.20 HEADINGS .....</b>	<b>21</b>

# Tariff for Retail Delivery Service Oncor Electric Delivery Company LLC

## Table of Contents

Applicable: Entire Certified Service Area  
Effective Date: September 25, 2011

Page 2 of 7  
Revision: Twelve

<b>CHAPTER 4: SERVICE RULES AND REGULATIONS RELATING TO ACCESS TO DELIVERY SYSTEM OF COMPANY BY COMPETITIVE RETAILERS.....</b>	<b>22</b>
<b>4.1 GENERAL SERVICE RULES AND REGULATIONS .....</b>	<b>22</b>
4.1.1 APPLICABILITY OF CHAPTER .....	22
4.1.2 REQUIRED NOTICE .....	22
<b>4.2 LIMITS ON LIABILITY .....</b>	<b>22</b>
4.2.1 LIABILITY BETWEEN COMPANY AND COMPETITIVE RETAILERS .....	22
4.2.2 LIMITATION OF DUTY AND LIABILITY OF COMPETITIVE RETAILER.....	22
4.2.3 DUTY TO AVOID OR MITIGATE DAMAGES .....	23
4.2.4 FORCE MAJEURE .....	23
4.2.5 EMERGENCIES AND NECESSARY INTERRUPTIONS .....	23
4.2.6 LIMITATION OF WARRANTIES BY COMPANY.....	23
<b>4.3 SERVICE .....</b>	<b>24</b>
4.3.1 ELIGIBILITY .....	24
4.3.2 INITIATION OF DELIVERY SYSTEM SERVICE (SERVICE CONNECTION).....	24
4.3.2.1 INITIATION OF DELIVERY SYSTEM SERVICE WHERE CONSTRUCTION SERVICES ARE NOT REQUIRED .....	24
4.3.2.2 INITIATION OF DELIVERY SYSTEM SERVICE WHERE CONSTRUCTION SERVICES ARE REQUIRED.....	25
4.3.3 REQUESTS FOR DISCRETIONARY SERVICES INCLUDING CONSTRUCTION SERVICES .....	25
4.3.4 CHANGING OF DESIGNATED COMPETITIVE RETAILER.....	25
4.3.5 SWITCHING FEE.....	26
4.3.6 IDENTIFICATION OF THE PREMISES AND SELECTION OF RATE SCHEDULES .....	26
4.3.7 PROVISION OF DATA BY COMPETITIVE RETAILER TO COMPANY .....	27
4.3.8 SUSPENSION OF DELIVERY SERVICE.....	27
4.3.8.1 SUSPENSIONS WITHOUT PRIOR NOTICE .....	27
4.3.9 CRITICAL CARE/CHRONIC CONDITION/CRITICAL LOAD CUSTOMER DESIGNATION .....	28
4.3.9.1 CRITICAL CARE OR CHRONIC CONDITION RESIDENTIAL CUSTOMER STATUS .....	28
4.3.9.2 CRITICAL LOAD INDUSTRIAL CUSTOMER OR CRITICAL LOAD PUBLIC SAFETY.....	28
4.3.9.3 OTHER COMPANY RESPONSIBILITIES .....	28
4.3.10 NOTICED SUSPENSION NOT RELATED TO EMERGENCIES OR NECESSARY INTERRUPTIONS.....	28
4.3.11 RESTORATION OF DELIVERY SERVICE .....	29
4.3.12 DISCONNECTION OF SERVICE TO RETAIL CUSTOMER'S FACILITIES AT THE REQUEST OF COMPETITIVE RETAILER .....	29
4.3.12.1 MOVE OUT REQUEST .....	29
4.3.12.2 DISCONNECTION DUE TO NON-PAYMENT OF COMPETITIVE RETAILER CHARGES; RECONNECTION AFTER DISCONNECTION.....	30
4.3.13 CUSTOMER REQUESTED CLEARANCE .....	30
<b>4.4 BILLING AND REMITTANCE .....</b>	<b>31</b>
4.4.1 CALCULATION AND TRANSMITTAL OF DELIVERY SERVICE INVOICES .....	31
4.4.2 CALCULATION AND TRANSMITTAL OF CONSTRUCTION SERVICE CHARGES .....	31
4.4.3 INVOICE CORRECTIONS.....	31
4.4.4 BILLING CYCLE .....	32

**Tariff for Retail Delivery Service  
Oncor Electric Delivery Company LLC**

**Table of Contents**

Applicable: Entire Certified Service Area  
Effective Date: September 25, 2011

Page 3 of 7  
Revision: Twelve

4.4.5	REMITTANCE OF INVOICED CHARGES .....	32
4.4.6	DELINQUENT PAYMENTS .....	33
4.4.7	PARTIAL PAYMENTS .....	33
4.4.8	INVOICE DISPUTES .....	33
4.4.9	SUCCESSOR COMPETITIVE RETAILER .....	34
<b>4.5</b>	<b>SECURITY DEPOSITS AND CREDITWORTHINESS.....</b>	<b>34</b>
4.5.1	SECURITY RELATED TO TRANSITION CHARGES .....	34
4.5.2	SECURITY RELATED TO OTHER DELIVERY CHARGES.....	34
4.5.2.1	DEPOSIT REQUIREMENTS .....	34
4.5.2.2	SIZE OF DEPOSIT .....	35
4.5.2.3	FORM OF DEPOSIT .....	35
4.5.2.4	INTEREST .....	35
4.5.2.5	HISTORICAL DEPOSIT INFORMATION .....	35
4.5.2.6	REFUND OF DEPOSIT .....	35
<b>4.6</b>	<b>DEFAULT AND REMEDIES ON DEFAULT .....</b>	<b>36</b>
4.6.1	COMPETITIVE RETAILER DEFAULT .....	36
4.6.2	REMEDIES ON DEFAULT .....	36
4.6.2.1	DEFAULT RELATED TO FAILURE TO REMIT PAYMENT OR MAINTAIN REQUIRED SECURITY .....	36
4.6.2.2	DEFAULT RELATED TO FAILURE TO SATISFY OBLIGATIONS UNDER TARIFF .....	37
4.6.2.3	DEFAULT RELATED TO DE-CERTIFICATION .....	37
4.6.3	CURE OF DEFAULT .....	37
<b>4.7</b>	<b>MEASUREMENT AND METERING OF SERVICE.....</b>	<b>37</b>
4.7.1	MEASUREMENT .....	37
4.7.2	METER READING .....	38
4.7.2.1	DENIAL OF ACCESS BY RETAIL CUSTOMER .....	38
4.7.2.2	ESTIMATES FOR REASONS OTHER THAN FOR DENIAL OF ACCESS BY RETAIL CUSTOMER.....	39
4.7.3	REPORTING MEASUREMENT DATA.....	39
4.7.4	METER TESTING .....	39
4.7.5	INVOICE ADJUSTMENT DUE TO METER INACCURACY, METER TAMPERING OR THEFT .....	40
<b>4.8</b>	<b>DATA EXCHANGE .....</b>	<b>40</b>
4.8.1	DATA FROM METER READING .....	40
4.8.1.1	DATA RELATED TO INTERVAL METERS .....	41
4.8.1.2	DATA REPORTED BY VOLUMETRIC (KWH) METERS .....	41
4.8.1.3	OUT-OF-CYCLE METER READS .....	41
4.8.1.4	ESTIMATED USAGE .....	42
4.8.1.5	METER/BILLING DETERMINANT CHANGES .....	42
4.8.2	DATA FOR UNMETERED LOADS .....	43
4.8.3	ADJUSTMENTS TO PREVIOUSLY TRANSMITTED DATA .....	43
4.8.4	DATA EXCHANGE PROTOCOLS.....	43
<b>4.9</b>	<b>DISPUTE RESOLUTION PROCEDURES .....</b>	<b>44</b>
4.9.1	COMPLAINT PROCEDURES.....	44
4.9.2	COMPLAINT WITH REGULATORY AUTHORITY .....	44
<b>4.10</b>	<b>SERVICE INQUIRIES.....</b>	<b>44</b>



**Tariff for Retail Delivery Service  
Oncor Electric Delivery Company LLC**

**Table of Contents**

Applicable: Entire Certified Service Area  
Effective Date: September 25, 2011

Page 4 of 7  
Revision: Twelve

<b>4.11</b>	<b>OUTAGE AND SERVICE REQUEST REPORTING.....</b>	<b>45</b>
4.11.1	NOTIFICATION OF INTERRUPTIONS, IRREGULARITIES, AND SERVICE REQUESTS .....	45
4.11.2	RESPONSE TO REPORTS OF INTERRUPTIONS AND REPAIR REQUESTS .....	46
<b>CHAPTER 5: SERVICE RULES AND REGULATIONS RELATING TO THE PROVISION OF DELIVERY SERVICE TO RETAIL CUSTOMERS.....</b>		<b>47</b>
<b>5.1</b>	<b>GENERAL .....</b>	<b>47</b>
5.1.1	APPLICABILITY OF CHAPTER.....	47
5.1.2	COMPANY CONTACT INFORMATION .....	47
<b>5.2</b>	<b>LIMITS ON LIABILITY .....</b>	<b>47</b>
5.2.1	LIABILITY BETWEEN COMPANY AND RETAIL CUSTOMERS .....	47
5.2.2	LIMITATION OF DUTY AND LIABILITY OF COMPETITIVE RETAILER.....	47
5.2.3	DUTY TO AVOID OR MITIGATE DAMAGES .....	48
5.2.4	FORCE MAJEURE .....	48
5.2.5	EMERGENCIES AND NECESSARY INTERRUPTIONS.....	48
5.2.6	LIMITATION OF WARRANTIES BY COMPANY.....	49
<b>5.3</b>	<b>SERVICE .....</b>	<b>49</b>
5.3.1	INITIATION OF DELIVERY SYSTEM SERVICE (SERVICE CONNECTION) .....	49
5.3.1.1	INITIATION OF DELIVERY SYSTEM SERVICE WHERE CONSTRUCTION SERVICES ARE NOT REQUIRED .....	49
5.3.1.2	INITIATION OF DELIVERY SYSTEM SERVICE WHERE CONSTRUCTION SERVICES ARE REQUIRED.....	50
5.3.2	REQUESTS FOR CONSTRUCTION SERVICES .....	50
5.3.3	CHANGING OF DESIGNATED COMPETITIVE RETAILER.....	50
5.3.4	SWITCHING FEES AND SWITCHOVERS .....	50
5.3.5	IDENTIFICATION OF THE PREMISES AND SELECTION OF RATE SCHEDULES .....	50
5.3.6	CHANGES IN RATE SCHEDULES.....	51
5.3.7	SUSPENSION OF SERVICE.....	52
5.3.7.1	SUSPENSIONS WITHOUT PRIOR NOTICE .....	52
5.3.7.2	NOTICED SUSPENSION NOT RELATED TO EMERGENCIES OR NECESSARY INTERRUPTIONS.....	52
5.3.7.3	RESTORATION OF SERVICE .....	53
5.3.7.4	PROHIBITED SUSPENSION OR DISCONNECTION.....	53
5.3.8	DISCONNECTION AND RECONNECTION OF SERVICE TO RETAIL CUSTOMER'S FACILITIES .....	54
<b>5.4</b>	<b>ELECTRICAL INSTALLATION AND RESPONSIBILITIES .....</b>	<b>54</b>
5.4.1	RETAIL CUSTOMER'S ELECTRICAL INSTALLATION AND ACCESS .....	54
5.4.2	INSPECTION AND APPROVAL OF RETAIL CUSTOMER'S ELECTRICAL INSTALLATION.....	54
5.4.3	LOCATION OF POINT OF DELIVERY AND RETAIL CUSTOMER'S ELECTRIC INSTALLATION.....	55
5.4.4	CONNECTION OF RETAIL CUSTOMER'S ELECTRICAL INSTALLATION TO COMPANY FACILITIES .....	55

# Tariff for Retail Delivery Service Oncor Electric Delivery Company LLC

## Table of Contents

Applicable: Entire Certified Service Area  
Effective Date: September 25, 2011

Page 5 of 7  
Revision: Twelve

5.4.5	PROVISIONS FOR COMPANY FACILITIES AND EQUIPMENT AND THE METER.....	55
5.4.6	RETAIL CUSTOMER'S DUTY REGARDING COMPANY'S FACILITIES ON RETAIL CUSTOMER'S PREMISES.....	55
5.4.7	UNAUTHORIZED USE OF DELIVERY SYSTEM .....	56
5.4.8	ACCESS TO RETAIL CUSTOMER'S PREMISES .....	56
<b>5.5</b>	<b>RETAIL CUSTOMER'S ELECTRICAL LOAD.....</b>	<b>57</b>
5.5.1	LOAD BALANCE.....	57
5.5.2	INTERMITTENT ELECTRICAL LOADS AND LIMITATIONS ON ADVERSE EFFECTS ..	57
5.5.3	EQUIPMENT SENSITIVE TO VOLTAGE AND WAVE FORMS .....	57
5.5.4	CHANGE IN RETAIL CUSTOMER'S ELECTRICAL LOAD .....	57
5.5.5	POWER FACTOR.....	58
5.5.6	TESTING OF RETAIL CUSTOMER EQUIPMENT.....	58
<b>5.6</b>	<b>LIMITATIONS ON USE OF DISTRIBUTION SERVICE .....</b>	<b>59</b>
5.6.1	INTRASTATE RETAIL DELIVERY SERVICE LIMITATIONS (FOR ERCOT UTILITIES) ..	59
5.6.2	PARALLEL OPERATION.....	59
<b>5.7</b>	<b>FACILITIES EXTENSION POLICY .....</b>	<b>59</b>
5.7.1	GENERAL .....	59
5.7.2	CONTRACTUAL ARRANGEMENTS.....	59
5.7.3	PROCESSING OF REQUESTS FOR CONSTRUCTION OF DELIVERY SYSTEM .....	60
5.7.4	ALLOWANCE FOR FACILITIES.....	60
5.7.5	NON-STANDARD FACILITIES.....	60
5.7.6	CUSTOMER REQUESTED FACILITY UPGRADES .....	61
5.7.7	TEMPORARY DELIVERY SYSTEM.....	61
5.7.8	REMOVAL AND RELOCATION OF COMPANY'S FACILITIES AND METERS.....	61
5.7.9	DISMANTLING OF COMPANY'S FACILITIES.....	61
<b>5.8</b>	<b>BILLING AND REMITTANCE .....</b>	<b>61</b>
5.8.1	BILLING OF DELIVERY CHARGES.....	61
5.8.2	BILLING TO RETAIL CUSTOMER BY COMPANY .....	62
<b>5.9</b>	<b>DEFAULT AND REMEDIES ON DEFAULT .....</b>	<b>62</b>
5.9.1	COMPANY REMEDIES ON DEFAULT BY COMPETITIVE RETAILER.....	62
<b>5.10</b>	<b>METER .....</b>	<b>62</b>
5.10.1	METERING PRACTICES .....	62
5.10.2	RETAIL CUSTOMER RESPONSIBILITY AND RIGHTS.....	62
5.10.2.1	REQUIREMENTS .....	63
5.10.3	METERING OF RETAIL CUSTOMER'S INSTALLATION IN MULTI-METERED BUILDINGS.....	63
5.10.4	LOCATION OF METER .....	63
5.10.5	NON-COMPANY OWNED METERS.....	64
<b>5.11</b>	<b>RETAIL CUSTOMER INQUIRIES.....</b>	<b>65</b>
5.11.1	SERVICE INQUIRIES .....	65
5.11.2	COMPLAINTS.....	65
5.11.3	BILLING INQUIRIES .....	65

# Tariff for Retail Delivery Service Oncor Electric Delivery Company LLC

## Table of Contents

Applicable: Entire Certified Service Area  
Effective Date: September 25, 2011

Page 6 of 7  
Revision: Twelve

<b>5.12</b>	<b>OUTAGE REPORTING .....</b>	<b>66</b>
5.12.1	NOTIFICATION OF INTERRUPTIONS, IRREGULARITIES, AND SERVICE REPAIR REQUESTS .....	66
5.12.2	RESPONSE TO REPORTS OF INTERRUPTIONS AND REPAIR REQUESTS .....	66
<b>CHAPTER 6:</b>	<b>COMPANY SPECIFIC ITEMS .....</b>	<b>67</b>
<b>6.1</b>	<b>RATE SCHEDULES .....</b>	<b>67</b>
6.1.1	DELIVERY SYSTEM CHARGES .....	67
6.1.1.1	CHARGES FOR TRANSMISSION AND DISTRIBUTION SYSTEM SERVICE .....	67
6.1.1.1.1	RESIDENTIAL SERVICE .....	67
6.1.1.1.2	SECONDARY SERVICE LESS THAN OR EQUAL TO 10 KW .....	69
6.1.1.1.3	SECONDARY SERVICE GREATER THAN 10 KW .....	71
6.1.1.1.4	PRIMARY SERVICE LESS THAN OR EQUAL TO 10 KW .....	74
6.1.1.1.5	PRIMARY SERVICE GREATER THAN 10 KW - DISTRIBUTION LINE .....	75
6.1.1.1.6	PRIMARY SERVICE GREATER THAN 10 KW - SUBSTATION .....	77
6.1.1.1.7	TRANSMISSION SERVICE .....	79
6.1.1.1.8	LIGHTING SERVICE .....	81
6.1.1.2	SCHEDULE TC .....	88
6.1.1.2.1	RIDER TC1 - TRANSITION CHARGE .....	88
6.1.1.2.2	RIDER TC2 - TRANSITION CHARGE .....	95
6.1.1.3	CTC .....	102
6.1.1.3.1	RIDER CTC - COMPETITION TRANSITION CHARGE .....	102
6.1.1.4	CHARGES FOR SBF .....	103
6.1.1.4.1	RIDER SBF - SYSTEM BENEFIT FUND .....	103
6.1.1.5	CHARGES FOR NUCLEAR DECOMMISSIONING .....	104
6.1.1.5.1	RIDER NDC - NUCLEAR DECOMMISSIONING CHARGES .....	104
6.1.1.6	OTHER CHARGES .....	105
6.1.1.6.1	RIDER TRANSMISSION COST RECOVERY FACTOR (TCRF) .....	105
6.1.1.6.2	RIDER CMC - COMPETITIVE METERING CREDIT .....	108
6.1.1.6.3	RIDER EECRF - ENERGY EFFICIENCY COST RECOVERY FACTOR .....	109
6.1.1.6.4	RIDER AMCRF - ADVANCED METERING COST RECOVERY FACTOR .....	111
6.1.1.6.5	RIDER RCE - RATE CASE EXPENSE SURCHARGE .....	112
6.1.1.6.6	RIDER SCUD - STATE COLLEGES & UNIVERSITIES DISCOUNT .....	113
6.1.2	DISCRETIONARY CHARGES .....	114
6.1.2.1	STANDARD DISCRETIONARY SERVICE CHARGES .....	114
6.1.2.2	CONSTRUCTION SERVICE CHARGES .....	120
6.1.2.3	DISCRETIONARY CHARGES OTHER THAN CONSTRUCTION SERVICE CHARGES .....	126
6.1.2.4	DISTRIBUTED GENERATION .....	129
<b>6.2</b>	<b>COMPANY-SPECIFIC TERMS AND CONDITIONS .....</b>	<b>130</b>
6.2.1	DEFINITIONS .....	130
6.2.2	STANDARD VOLTAGES .....	132
6.2.3	ADDITIONAL DELIVERY SERVICE INFORMATION .....	133
6.2.4	ADDITIONAL DISCRETIONARY SERVICE INFORMATION .....	134
<b>6.3</b>	<b>AGREEMENTS AND FORMS .....</b>	<b>135</b>
6.3.1	FACILITIES EXTENSION AGREEMENT .....	135
6.3.2	TRANSMISSION/SUBSTATION FACILITY EXTENSION AGREEMENT .....	137

**Tariff for Retail Delivery Service  
Oncor Electric Delivery Company LLC**

**Table of Contents**

Applicable: Entire Certified Service Area  
Effective Date: September 25, 2011

Page 7 of 7  
Revision: Twelve

6.3.3	APPLICATION FOR INTERCONNECTION AND PARALLEL OPERATION OF DISTRIBUTED GENERATION WITH THE UTILITY SYSTEM .....	139
6.3.4	AGREEMENT FOR INTERCONNECTION AND PARALLEL OPERATION OF DISTRIBUTED GENERATION .....	141
6.3.5	DISCRETIONARY SERVICE AGREEMENT .....	146
6.3.6	EASEMENT AND RIGHT OF WAY (FORM 50.2000) .....	148
6.3.7	EASEMENT AND RIGHT OF WAY (FORM 50.2100) .....	150
6.3.8	EASEMENT AND RIGHT OF WAY (FORM 50.3200) .....	151
6.3.9	EASEMENT AND RIGHT OF WAY (FORM 50.3400) .....	152
6.3.10	EASEMENT AND RIGHT OF WAY (FORM 50.3500) .....	153
6.3.11	EASEMENT AND RIGHT OF WAY (FORM 50.3700) .....	154
6.3.12	GRANT OF EASEMENT (VETERAN'S LAND BOARD) .....	155
6.3.13	GRANT OF EASEMENT (VETERAN'S LAND BOARD) .....	157
6.3.14	AGREEMENT AND TERMS AND CONDITIONS FOR PULSE METERING EQUIPMENT INSTALLATION .....	159
6.3.15	AGREEMENT FOR METER OWNERSHIP AND/OR ACCESS FOR NON-COMPANY OWNED METERS.....	161
6.3.16	COMPETITIVE METERING LETTER OF AGENCY.....	166
6.3.17	AGREEMENT FOR STREET LIGHTING SERVICE.....	168
<b>6.4</b>	<b>RATE ADMINISTRATION .....</b>	<b>175</b>
6.4.1	CITIES IN WHICH RIDER UFCRF AND THE AGREEMENT FOR UNDERGROUND FACILITIES AND COST RECOVERY HAVE BEEN APPROVED .....	175
<b>APPENDIX A.....</b>		<b>176</b>
<b>AGREEMENT BETWEEN COMPANY AND COMPETITIVE RETAILER REGARDING TERMS AND CONDITIONS OF DELIVERY OF ELECTRIC POWER AND ENERGY (DELIVERY SERVICE AGREEMENT) .....</b>		<b>176</b>

**Tariff for Retail Delivery Service  
Oncor Electric Delivery Company LLC**

**Chapter 1: Definitions**

Applicable: Entire Certified Service Area

Effective Date: July 1, 2010

Page 1 of 6  
Revision: Four

## **Chapter 1: Definitions**

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

**ACTUAL METER READING.** A Meter Reading whereby Company has collected information from the Meter either manually or through a direct reading, through telemetry, or other electronic communications.

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

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

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

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

**BILLING DETERMINANTS.** Measured, calculated, or specified values used to determine Company's Delivery Charges that can be transmitted to the CR on an approved TX SET electronic transaction. These values may include, but are not limited to, measurements of kilowatt-hours (kWh), actual monthly Non-Coincident Peak (NCP) Demand, annual NCP Demand, annual 4-CP Demand (coincident peak for four summer months), Billing Demand, Power Factor, fixed charges, number of lamps, Rate Schedules, and rate subclass.

**BUSINESS DAY.** Any day on which Company's corporate offices are open for business.

**CENTRAL PREVAILING TIME, CPT.** As established by national time standards, either Central Standard Time or Central Day-Light time.

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

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

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

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

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

**Tariff for Retail Delivery Service  
Oncor Electric Delivery Company LLC**

**Chapter 1: Definitions**

Applicable: Entire Certified Service Area

Effective Date: July 1, 2010

Page 2 of 6  
Revision: Four

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

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

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

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

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

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

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

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

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

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

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

**DISCRETIONARY SERVICES.** Customer-specific services for which costs are recovered through separately priced Rate Schedules specified in Chapter 6.

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

**ELECTRIC POWER AND ENERGY.** The kWh, the rate of Delivery of kWh, and ancillary services related to kWh that a Competitive Retailer provides to Retail Customers.

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

**ERCOT.** The Electric Reliability Council of Texas, Inc.

## Tariff for Retail Delivery Service Oncor Electric Delivery Company LLC

### Chapter 1: Definitions

Applicable: Entire Certified Service Area

Effective Date: July 1, 2010

Page 3 of 6  
Revision: Four

**ESTIMATED METER READING.** The process by which Billing Determinants are estimated when an Actual Meter Reading is not obtained.

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

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

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

**HOME AREA NETWORK (HAN) PROVISIONED METER.** An advanced meter as defined in P.U.C. SUBST. R. 25.130, Advanced Metering, that has been deployed by the Company, and for which the HAN communications are operational.

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

**KILOVOLT AMPERES or kVA.** 1000 Volt-Amperes.

**KILOWATT or kW.** 1000 Watts.

**KILOWATT-HOUR or kWh.** 1000 Watt-hours.

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

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

**METER DATA.** All data contained within the Meter.

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

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

**Tariff for Retail Delivery Service  
Oncor Electric Delivery Company LLC**

**Chapter 1: Definitions**

Applicable: Entire Certified Service Area

Effective Date: July 1, 2010

Page 4 of 6

Revision: Four

**METER READING SCHEDULE.** No later than December 15 of each calendar year, Company shall post its schedule for reading each meter on its website so that Competitive Retailers and Retail Customers may access it. Company shall notify Competitive Retailer of any changes to this schedule 60 days prior to the proposed change. Company is responsible for reading the Meter within two Business Days of the date posted in this schedule.

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

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

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

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

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

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

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

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

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

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

**REGISTRATION AGENT.** Entity designated by the Commission to administer settlement and Premises data and other processes concerning a Retail Customer's choice of Competitive Retailer in the competitive retail electric market in Texas.

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

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



# **Tariff for Retail Delivery Service** **Oncor Electric Delivery Company LLC**

## **Chapter 1: Definitions**

Applicable: Entire Certified Service Area

Effective Date: July 1, 2010

Page 5 of 6  
Revision: Four

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

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

**RETAIL SEASONAL AGRICULTURAL CUSTOMER.** A customer whose Demand is subject to significant seasonal variation and that is primarily engaged in producing crops or processing crops subsequent to their harvest to prepare or store them for market or other processing, including, but not limited, to cotton ginning, irrigation, and the drying or storing of rice and grain. To be qualified as an irrigation customer under this definition, the pumping load must be for water that is used to raise agricultural crops.

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

**SCHEDULED METER READ DATE.** Date Company is scheduled to read the Meter according to the Meter Reading Schedule.

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

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

**SETTLEMENT PROVISIONED METER.** An advanced meter as defined in P.U.C. SUBST. R. 25.130, Advanced Metering, that has been deployed by the Company, and for which 15-minute interval data is sent to and accepted by ERCOT for settlement purposes.

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

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

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

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

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

**Tariff for Retail Delivery Service  
Oncor Electric Delivery Company LLC**

**Chapter 1: Definitions**

Applicable: Entire Certified Service Area

Effective Date: July 1, 2010

Page 6 of 6  
Revision: Four

---

**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.

**Tariff for Retail Delivery Service  
Oncor Electric Delivery Company LLC**

**Chapter 2: Descriptions of Company's Certified Service Area**

Applicable: Entire Certified Service Area

Effective Date: September 17, 2009

Page 1 of 3

Revision: Two

## **Chapter 2: Descriptions of Company's Certified Service Area**

### **2.0 Utility Operations**

Oncor Electric Delivery Company LLC is an electric utility engaged in the transmission and distribution of electricity wholly within the State of Texas.

### **2.1 Cities Previously Served by TXU Electric**

Abbott	Canton	Elgin
Ackerly	Carbon	Elkhart
Addison	Carrollton	Emhouse
Aledo	Cashion Community	Enchanted Oaks
Allen	Cedar Hill	Ennis
Alma	Celina	Eules
Alvarado	Centerville	Eureka
Alvord	Chandler	Eustace
Andrews	Chico	Everman
Angus	Chireno	Fairview (Collin Co.)
Anna	Clarksville	Farmers Branch
Annetta	Cleburne	Fate
Annetta North	Coahoma	Ferris
Annetta South	Cockrell Hill	Florence
Annona	Colleyville	Flower Mound
Appleby	Collinsville	Forest Hill
Archer City	Colorado City	Forney
Argyle	Comanche	Forsan
Arlington	Commerce	Fort Worth
Athens	Como	Frisco
Aurora	Cool	Frost
Austin	Cooper	Gainesville
Azle	Coppell	Garland
Balch Springs	Copperas Cove	Garrett
Bangs	Corinth	Georgetown
Bardwell	Corsicana	Gholson
Barry	Crandall	Glenn Heights
Bartlett	Crane	Godley
Bedford	Cresson	Golinda
Bellevue	Crockett	Goodlow
Bellmead	Crossroads	Gorman
Bells	Crowley	Graford
Belton	Cumby	Graham
Benbrook	Cushing	Grand Prairie
Beverly Hills	Dallas	Grandfalls
Big Spring	Dalworthington Gardens	Grandview
Blanket	Dawson	Granger
Blooming Grove	Dean	Grapeland
Blue Mound	Decatur	Grapevine
Bonham	DeLeon	Gun Barrell City
Boyd	Denison	Gunter
Breckenridge	Denton	Haltom City
Bridgeport	DeSoto	Harker Heights
Brownsboro	Diboll	Haslet
Brownwood	Dish	Heath
Bruceville-Eddy	Dodd City	Hebron
Buckholts	Dorchester	Henrietta
Buffalo	Dublin	Hewitt
Burkburnett	Duncanville	Hickory Creek
Burke	Early	Hideaway
Burfeson	Eastland	Highland Park
Bynum	Ector	Hillsboro
Caddo Mills	Edgecliff Village	Holland
Cameron	Edgewood	Holiday
Campbell	Edom	Honey Grove
Caney City	Electra	Howe

# Tariff for Retail Delivery Service Oncor Electric Delivery Company LLC

## Chapter 2: Descriptions of Company's Certified Service Area

Applicable: Entire Certified Service Area

Effective Date: September 17, 2009

Page 2 of 3  
Revision: Two

Hubbard	Millsap	Roscoe
Hudson	Mineral Wells	Rosser
Hudson Oaks	Mobile City	Round Rock
Huntington	Monahans	Rowlett
Hurst	Moody	Roxton
Hutchins	Morgan's Point Resort	Royse City
Hutto	Mount Calm	Runaway Bay
Iowa Park	Muenster	Sachse
Irving	Murchison	Sadler
Italy	Murphy	Saginaw
Itasca	Mustang	Salado
Jacksboro	Nacogdoches	Sanctuary
Jarrell	Navarro	Sansom Park Village
Jewett	Nevada	Savoy
Jolly	New Chapel Hill	Seagoville
Josephine	New Fairview	Shady Shores
Joshua	Newark	Sherman
Justin	Neylandville	Snyder
Kaufman	Nolanville	Southlake
Keene	Noonday	Southmayd
Keller	Northlake	Springtown
Kemp	North Richland Hills	St. Paul
Kennedale	O'Donnell	Stanton
Kerens	Oak Grove	Stephenville
Killeen	Oak Leaf	Streetman
Knollwood	Oak Point	Sulphur Springs
Krum	Oak Valley	Sunnyvale
Lacy-Lakeview	Oakwood	Sweetwater
Ladonia	Odessa	Taylor
Lake Bridgeport	Oglesby	Temple
Lake Dallas	Ovilla	Terrell
Lake Worth	Palestine	The Colony
Lakeside	Palmer	Thorndale
Lakeside City	Pantego	Thorntonville
Lamesa	Paradise	Thrall
Lancaster	Paris	Tira
Latexo	Parker	Tool
Lavon	Payne Springs	Trinidad
Leona	Pecan Gap	Trophy Club
Leroy	Pecan Hill	Troy
Lewisville	Penelope	Tyler
Lindale	Pflugerville	University Park
Lindsay	Plano	Valley View
Lipan	Pleasant Valley	Van
Little Elm	Ponder	Van Alstyne
Little River Academy	Post Oak Bend	Venus
Loraine	Pottsboro	Waco
Lorena	Powell	Watauga
Lovelady	Poynor	Waxahachie
Lowry Crossing	Princeton	Weatherford
Lucas	Prosper	Weir
Lufkin	Pyote	Wells
Mabank	Quinlan	West
Malakoff	Ranger	Westbrook
Malone	Ravenna	Westover Hills
Manor	Red Oak	Westworth Village
Mansfield	Reno (Lamar Co.)	Whitehouse
Marquez	Reno (Parker Co.)	White Settlement
Maypearl	Retreat	Wichita Falls
McGregor	Rhome	Wickett
McKinney	Rice	Willow Park
McLendon-Chisholm	Richardson	Wills Point
Melissa	Richland	Wilmer
Mertens	Richland Hills	Windom
Mesquite	River Oaks	Wink
Midland	Roanoke	Wolfe City
Midlothian	Robinson	Woodway
Milano	Rockdale	Wylie
Mildred	Rockwall	Yantis
Millford	Rogers	Zavalla

**Tariff for Retail Delivery Service  
Oncor Electric Delivery Company LLC**

**Chapter 2: Descriptions of Company's Certified Service Area**

Applicable: Entire Certified Service Area

Effective Date: September 17, 2009

Page 3 of 3  
Revision: Two

**2.2 Cities Previously Served by TXU SESCO**

Alto	Jacksonville	Rosebud
Arp	Lott	Rusk
Bullard	Marlin	Teague
Coolidge	Mart	Tehuacana
Fairfield	Mexia	Thornton
Frankston	New Summerfield	Troup
Gallatin	Overton	Whitehouse
Groesbeck	Riesel	Wortham

**2.3 Counties Previously Served by TXU Electric**

Anderson	Fisher	Palo Pinto
Andrews	Freestone	Parker
Angelina	Gaines	Pecos
Archer	Glasscock	Rains
Bastrop	Grayson	Reagan
Baylor	Henderson	Red River
Bell	Hill	Reeves
Borden	Hood	Rockwall
Bosque	Hopkins	Rusk
Brown	Houston	Scurry
Burnet	Howard	Shackelford
Cherokee	Hunt	Smith
Clay	Jack	Stephens
Coke	Johnson	Sterling
Coleman	Kaufman	Tarrant
Collin	Kent	Terry
Comanche	Lamar	Tom Green
Cooke	Lampasas	Travis
Coryell	Leon	Trinity
Crane	Limestone	Upton
Culberson	Loving	Van Zandt
Dallas	Lynn	Ward
Dawson	Martin	Wichita
Delta	McLennan	Wilbarger
Denton	Midland	Williamson
Eastland	Milam	Winkler
Ector	Mitchell	Wise
Ellis	Montague	Wood
Erath	Nacogdoches	Young
Falls	Navarro	
Fannin	Nolan	

**2.4 - Counties Previously Served by TXU SESCO**

Anderson	Henderson	Rusk
Cherokee	Limestone	Smith
Falls	McLennan	
Freestone	Milam	

**Tariff for Retail Delivery Service  
Oncor Electric Delivery Company LLC**

**Chapter 3: General Service Rules & Regulations**  
Applicable: Entire Certified Service Area  
Effective Date: July 15, 2006

Page 1 of 4  
Revision: Two

## **Chapter 3: General Service Rules & Regulations**

### **3.1. APPLICABILITY**

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

Company will use reasonable diligence to comply with the operational and transactional requirements and timelines for provision of Delivery Service as specified in this Tariff and to comply with the requirements set forth by Applicable Legal Authorities to effectuate the requirements of the Tariff.

### **3.2 GENERAL**

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

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

### **3.3 DESCRIPTION OF SERVICE**

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

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

### **3.4 CHARGES ASSOCIATED WITH DELIVERY SERVICE**

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

**Tariff for Retail Delivery Service  
Oncor Electric Delivery Company LLC**

**Chapter 3: General Service Rules & Regulations**  
Applicable: Entire Certified Service Area  
Effective Date: July 15, 2006

Page 2 of 4  
Revision: Two

### **3.5 AVAILABILITY OF TARIFF**

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

### **3.6 CHANGES TO TARIFF**

This Tariff may be revised, amended, supplemented or otherwise changed from time to time in accordance with the laws of the State of Texas and the rules and regulations of the PUC, and such changes, when effective, shall have the same force and effect as the present Tariff. Company retains the right to file an application requesting a change in its rates, charges, classifications, services, rules, or any provision of this Tariff or agreement relating thereto and will comply with all laws and rules concerning the provision of notice concerning any such application. Any agreement made pursuant to this Tariff shall be deemed to be modified to conform to any changes in this Tariff as of the date of the effectiveness of such change. No agent, officer, director, employee, assignee or representative of Company has authority to modify the provisions of this Tariff or to bind Company by any promise or representation contrary to the terms of this Tariff except as expressly permitted by the PUC. In the event that Company determines it necessary to change its application of an existing Tariff provision, Company shall notify the designated contact of all Competitive Retailers certified to serve customers in its service territory, at least 30 Business Days in advance of any change in application of an existing Tariff provision.

### **3.7 NON-DISCRIMINATION**

Company shall discharge its responsibilities under this Tariff in a neutral manner, not favoring or burdening any particular Competitive Retailer or Retail Customer. Company will comply with Applicable Legal Authorities regarding relations with affiliates, or the Affiliated Retail Electric Provider in its service territory and, unless otherwise authorized by such Applicable Legal Authorities, will not provide its affiliates, or the Affiliated Retail Electric Provider in its service territory, or Retail Customers doing business with its affiliates, any preference over non-affiliated retailers or their Retail Customers in the provision of Delivery Services under this Tariff. Company shall process requests for Delivery Services in a non-discriminatory manner without regard to the affiliation of a Competitive Retailer or its Retail Customers, and consistent with Applicable Legal Authorities.

### **3.8 FORM OF NOTICE**

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

**Tariff for Retail Delivery Service  
Oncor Electric Delivery Company LLC**

**Chapter 3: General Service Rules & Regulations**

Applicable: Entire Certified Service Area

Effective Date: July 15, 2006

Page 3 of 4  
Revision: Two

Agreement or contact(s) otherwise agreed to by the parties, except that for notices required under Sections 4.4.6 and 4.6 of the Tariff, the "designated contact" shall be the contact(s) designated in the Delivery Service Agreement.

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

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

**3.10 INVOICING TO STATE AGENCIES**

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

**3.11 GOVERNING LAWS AND REGULATIONS**

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

**3.12 GOOD-FAITH OBLIGATION**

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

**3.13 QUALITY OF DELIVERY SERVICE**

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

**3.14 COOPERATION IN EMERGENCIES**

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



**Tariff for Retail Delivery Service  
Oncor Electric Delivery Company LLC**

**Chapter 3: General Service Rules & Regulations**  
Applicable: Entire Certified Service Area  
Effective Date: July 15, 2006

Page 4 of 4  
Revision: Two

---

**3.15 SUCCESSORS AND ASSIGNS**

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

**3.16 EXERCISE OF RIGHT TO CONSENT**

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

**3.17 WAIVERS**

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

**3.18 NON-BUSINESS DAY DESIGNATIONS**

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

**3.19 PUBLIC SERVICE NOTICE**

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

**3.20 HEADINGS**

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

**Tariff for Retail Delivery Service  
Oncor Electric Delivery Company LLC**

**Chapter 4: Service Rules & Regulations (Competitive Retailers)**  
Applicable: Entire Certified Service Area  
Effective Date: January 9, 2011

Page 1 of 25  
Revision: Four

**Chapter 4: Service Rules and Regulations Relating to  
Access to Delivery System of Company by Competitive  
Retailers**

**4.1 GENERAL SERVICE RULES AND REGULATIONS**

**4.1.1 APPLICABILITY OF CHAPTER**

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

**4.1.2 REQUIRED NOTICE**

Notice to Competitive Retailer and Company shall be provided pursuant to Section 3.8, FORM OF NOTICE.

**4.2 LIMITS ON LIABILITY**

**4.2.1 LIABILITY BETWEEN COMPANY AND COMPETITIVE RETAILERS**

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

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

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

**4.2.2 LIMITATION OF DUTY AND LIABILITY OF COMPETITIVE RETAILER**

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

**Tariff for Retail Delivery Service  
Oncor Electric Delivery Company LLC**

**Chapter 4: Service Rules & Regulations (Competitive Retailers)**  
Applicable: Entire Certified Service Area  
Effective Date: January 9, 2011

Page 2 of 25  
Revision: Four

*any fluctuations or interruptions of Delivery Service caused, in whole or in part, by the design, construction or operation of Company's Delivery System.*

#### **4.2.3 DUTY TO AVOID OR MITIGATE DAMAGES**

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

#### **4.2.4 FORCE MAJEURE**

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

#### **4.2.5 EMERGENCIES AND NECESSARY INTERRUPTIONS**

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

Company shall provide advance notice to Competitive Retailer of such actions, if reasonably possible. Such notice may be provided by electronic notice to all certificated Competitive Retailers operating within the Company's service territory with specific identification of location, time and expected duration of the outage. Notice shall also be provided, if reasonably possible, to those Retail Customers designated as critical care residential customers, chronic condition residential customers, critical load industrial customers, or critical load public safety customers.

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

The operation of Broadband over Powerline (BPL) shall not interfere with or diminish the reliability of Company's Delivery System. Should a disruption in the provision of Delivery Service occur due to BPL, Company shall prioritize restoration of Delivery Service prior to restoration of BPL-related systems.

#### **4.2.6 LIMITATION OF WARRANTIES BY COMPANY**

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

**Tariff for Retail Delivery Service  
Oncor Electric Delivery Company LLC**

**Chapter 4: Service Rules & Regulations (Competitive Retailers)**  
Applicable: Entire Certified Service Area  
Effective Date: January 9, 2011

Page 3 of 25  
Revision: Four

### **4.3 SERVICE**

#### **4.3.1 ELIGIBILITY**

A Competitive Retailer is eligible for Delivery Service when:

- (1) The Competitive Retailer and Company have received written notice from the Independent Organization certifying the Competitive Retailer's successful completion of market testing, including receipt of the digital certificate pursuant to Applicable Legal Authorities. Market testing will be conducted in accordance with a test plan as specified by Applicable Legal Authorities. Company and Competitive Retailer shall use best efforts to timely complete market testing; and
- (2) Competitive Retailer and Company execute a Delivery Service Agreement; or
- (3) In the event that subsection (1) has been satisfied, and Competitive Retailer has executed and delivered the Delivery Service Agreement to Company but Company has failed to execute the agreement within two Business Days of its receipt, Competitive Retailer shall be deemed eligible for Delivery Service during an interim period of Commission investigation by filing the unexecuted Delivery Service Agreement with the Commission for investigation into the reasons for such non-execution by Company.

#### **4.3.2 INITIATION OF DELIVERY SYSTEM SERVICE (SERVICE CONNECTION)**

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

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

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

- (1) The Retail Customer's Electrical Installation is known to be hazardous under applicable Codes, or is of such character that satisfactory Delivery System Service cannot be provided consistent with Good Utility Practice, or interferes with the service of other Retail Customers, or unless a known dangerous condition exists as long as it exists; or
- (2) The Competitive Retailer is not eligible for Delivery Service under Section 4.3.1, ELIGIBILITY or the Competitive Retailer or Retail Customer is in default under this Tariff. Retail Customer is considered to be in default if Retail Customer fails to satisfy any material obligation under this Tariff after being given notice of the failure and at least ten days to cure.

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

Requests for new Delivery System Service made by Competitive Retailer on behalf of Retail Customer which include the corresponding TX SET code for standard service, and are received by Company at least two Business Days prior to the Competitive Retailer's requested date shall be completed no later than the requested date. Requests received after 5:00 PM CPT or on a day that is not a Business Day, shall be considered received on the next Business Day. If the request is received less than two Business Days prior to

## **Tariff for Retail Delivery Service Oncor Electric Delivery Company LLC**

### **Chapter 4: Service Rules & Regulations (Competitive Retailers)**

Applicable: Entire Certified Service Area

Effective Date: January 9, 2011

Page 4 of 25  
Revision: Four

the requested date, the Move-In will be scheduled for the Business Day that is two Business Days after the date the request is received. If the requested date is not a Business Day, the Move-In will be scheduled for the first Business Day following the requested date. This service is not available if inspections and permits, or other construction is required.

#### **4.3.2.2 INITIATION OF DELIVERY SYSTEM SERVICE WHERE CONSTRUCTION SERVICES ARE REQUIRED**

Where Construction Services are required prior to the initiation of Delivery System Service, Competitive Retailer may request initiation of Delivery System Service on behalf of Retail Customer. All such requests shall be governed by the provisions in Section 5.7, FACILITIES EXTENSION POLICY. After completion of Construction Service, Company shall initiate Delivery System Service in accordance with Section 4.3.2.1, INITIATION OF DELIVERY SYSTEM SERVICE WHERE CONSTRUCTION SERVICES ARE NOT REQUIRED.

#### **4.3.3 REQUESTS FOR DISCRETIONARY SERVICES INCLUDING CONSTRUCTION SERVICES**

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

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

For an electronic service request sent by Competitive Retailer, Company will acknowledge receipt of Competitive Retailer's electronic service request and will notify Competitive Retailer upon completion of the service request as required by Applicable Legal Authorities. Such notification shall include the date when the service was completed in the field. For requests involving Construction Services, Company will contact the designated person to make proper arrangements for Construction Service pursuant to Section 5.7, FACILITIES EXTENSION POLICY.

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

#### **4.3.4 CHANGING OF DESIGNATED COMPETITIVE RETAILER**

Company shall change a Retail Customer's designated Competitive Retailer upon receipt of proper notification from the Registration Agent, in accordance with Applicable Legal Authorities, unless the new Competitive Retailer is in default under the Tariff. Competitive Retailer may request an out-of-cycle Meter Read subject to charges and timeframes specified in Chapter 6. Charges for an out-of-cycle Meter Read shall be applied only if data is collected for an Actual Meter Reading. As provided by Chapter 6, separate charges may apply in the event a trip is

## **Tariff for Retail Delivery Service Oncor Electric Delivery Company LLC**

### **Chapter 4: Service Rules & Regulations (Competitive Retailers)**

Applicable: Entire Certified Service Area

Effective Date: January 9, 2011

Page 5 of 25  
Revision: Four

made to collect the data, but collection of data is prevented due to lack of access to the Meter, or estimation is necessary to complete a mass transition of customers within a specified time, as required by Applicable Legal Authorities. Otherwise, no charge shall be applied if Billing Determinants are estimated. Company shall honor the requested switch date contained in the TX SET transaction in accordance with Applicable Legal Authorities to the extent that Company has received the request within the timeframes established in Applicable Legal Authorities. Company shall release proprietary customer information to the designated Competitive Retailer in a manner prescribed by the Applicable Legal Authorities.

#### **4.3.5 SWITCHING FEE**

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

#### **4.3.6 IDENTIFICATION OF THE PREMISES AND SELECTION OF RATE SCHEDULES**

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

1. Assign a unique ESI ID for each Point of Delivery, or in the case of non-Metered load, a unique ESI ID to each Premises, in accordance with Applicable Legal Authorities;
2. Establish separate and distinct ESI IDs for temporary and permanent service. The temporary ESI ID shall be retired after all market transactions associated with the temporary ESI ID have been completed. If the temporary Meter has been used for the same Premises for which the permanent Meter will be used, the same ESI ID may be used for temporary and permanent service;
3. Identify, assign, and maintain ESI IDs with the appropriate load profile, Meter Reading cycle, and other information necessary for accurate settlement of the wholesale market, unless such functions are undertaken by the Independent Organization;
4. Notify the Competitive Retailer and Independent Organization, using the appropriate TX SET transaction, of revisions in the assignment of a Rate Schedule; and
5. Maintain accurate United States Postal Service compliant services addresses, when available, to comply with Applicable Legal Authorities. Not later than July 1, 2007, when there are two or more ESI IDs for the same service address, the service address shall include information to distinguish between the Points of Delivery at the service address.

The Rate Schedules included in this Tariff state the conditions under which Company's Delivery Services are available and the applicable rates for each Delivery Service. For service to a new Retail Customer at an existing Premises, the Company shall reset all Demand ratchets and Retail Customer's Billing Demand and charges for Delivery Service shall not be determined based upon Premises history not associated with the new Retail Customer or on Retail Customer's previous history at a prior location unless Company's current base rates were set based upon the assumption that the Demand ratchet would not be reset, in which case, Company shall begin resetting Demand ratchets for new customers no later than the conclusion of its next general rate case. If requested by the Competitive Retailer, Company will assist in selecting the Rate Schedule that is best suited to existing or anticipated Retail Customer's Delivery Service requirements. However, Company does not assume responsibility for the selection of the Rate Schedule or for any failure to select the most appropriate Rate Schedule for the Retail Customers' Delivery Service requirements. Upon the request of the Retail Customer's Competitive Retailer, the Company shall switch a Retail Customer's Rate Schedule to any applicable Rate Schedule for which the Retail Customer is eligible.

**Tariff for Retail Delivery Service  
Oncor Electric Delivery Company LLC**

**Chapter 4: Service Rules & Regulations (Competitive Retailers)**

Applicable: Entire Certified Service Area

Effective Date: January 9, 2011

Page 6 of 25

Revision: Four

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

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

A change in Rate Schedule that does not require a change in Billing Determinants, shall be applicable for the entire billing cycle in which the change in Rate Schedule is made if the request is made at least two Business Days before the scheduled Meter Read date for that Retail Customer. If a change in the Company's facilities, the Meter used to serve a Retail Customer, or a Rate Schedule requires a different methodology or different Billing Determinants, then such change shall be effective in the next full billing cycle.

#### **4.3.7 PROVISION OF DATA BY COMPETITIVE RETAILER TO COMPANY**

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

Regardless of any information provided on an outage or service request, and regardless of the option chosen, a Competitive Retailer shall provide to Company, on the TX SET transaction intended for maintenance of current Retail Customer contact information, the information needed to verify Retail Customer's identity (name, address and telephone number) for a particular Point of Delivery served by Competitive Retailer and shall periodically provide Company updates of such information, in the manner prescribed by Applicable Legal Authorities. The requirement that a Competitive Retailer provide the information listed above, regardless of the option chosen shall be effective July 1, 2007.

#### **4.3.8 SUSPENSION OF DELIVERY SERVICE**

##### **4.3.8.1 SUSPENSIONS WITHOUT PRIOR NOTICE**

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

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

If suspensions or interruptions are conducted pursuant to Section 4.2.5, EMERGENCIES AND NECESSARY INTERRUPTIONS and advance notice was not able to be reasonably provided, the Company shall provide notice as soon as reasonably possible after the suspension. Such notice may be provided by electronic notice to all certificated

**Tariff for Retail Delivery Service  
Oncor Electric Delivery Company LLC**

**Chapter 4: Service Rules & Regulations (Competitive Retailers)**

Applicable: Entire Certified Service Area

Effective Date: January 9, 2011

Page 7 of 25

Revision: Four

Competitive Retailers operating within Company's service territory, specifically identifying the location, time and expected duration of the outage.

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

**4.3.9 CRITICAL CARE/CHRONIC CONDITION/CRITICAL LOAD CUSTOMER DESIGNATION**

**4.3.9.1 CRITICAL CARE OR CHRONIC CONDITION RESIDENTIAL CUSTOMER STATUS**

Upon receipt of an application for eligibility for critical care or chronic condition residential status, Company shall:

- (1) Follow the procedures outlined in P.U.C. SUBST. R. 25.497 for processing the application and designating a Retail Customer as a critical care residential customer or chronic condition residential customer and for notifying the Competitive Retailer and Retail Customer of any designation and any change in Retail Customer's designation;
- (2) Follow the requirements under P.U.C. SUBST. R. 25.497 for sending renewal notices to a Retail Customer designated as a critical care residential customer or chronic condition residential customer; and
- (3) Ensure ESI IDs are properly identified for critical care or chronic condition status in Company systems and on applicable Retail Market transactions.

**4.3.9.2 CRITICAL LOAD INDUSTRIAL CUSTOMER OR CRITICAL LOAD PUBLIC SAFETY**

Upon receipt of a request for designation as a critical load industrial customer or critical load public safety customer Company shall:

- (1) Follow the Company-established process for evaluating the request for Critical Load status in collaboration with the Retail Customer's Competitive Retailer and Retail Customer and determine Retail Customer's eligibility for the appropriate Critical Load designation within one month of Company's receipt of the application;
- (2) Follow the Company-established process for appeal and notify the Competitive Retailer and Retail Customer of any change in qualification based on the appeal; and
- (3) Ensure ESI IDs are properly identified for critical load status in Company systems and on applicable Retail Market transactions.

**4.3.9.3 OTHER COMPANY RESPONSIBILITIES**

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

**4.3.10 NOTICED SUSPENSION NOT RELATED TO EMERGENCIES OR NECESSARY INTERRUPTIONS**

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



## **Tariff for Retail Delivery Service Oncor Electric Delivery Company LLC**

### **Chapter 4: Service Rules & Regulations (Competitive Retailers)**

Applicable: Entire Certified Service Area

Effective Date: January 9, 2011

Page 8 of 25

Revision: Four

- (1) In the event of unauthorized use, unauthorized connection or reconnection, or diversion of service or Tampering with the Meter or Metering Equipment or bypassing same;
- (2) In the event of Retail Customer's violation of the provisions of Company's Tariff pertaining to the use of Delivery Service in a manner which interferes with the Delivery Service of others or the operation of nonstandard equipment, or as otherwise specified by written agreement, and a reasonable opportunity has been provided to remedy the situation;
- (3) Upon Retail Customer's failure to comply with the terms of any written agreement made between Company and Retail Customer, upon default of Retail Customer under such an agreement, or upon failure to pay any charges billed by Company directly to Retail Customer pursuant to Section 5.8.2, BILLING TO RETAIL CUSTOMER BY COMPANY after a reasonable opportunity has been provided to remedy the failure;
- (4) For Retail Customer's failure to provide Company with reasonable access to Company's facilities or the Meter located on Retail Customer's Premises after a reasonable opportunity has been provided to remedy the situation; or
- (5) Upon Company's receipt of a notice requiring such action, in the form and from the party specified by Applicable Legal Authorities. Company will not be responsible for monitoring or reviewing the appropriateness of any such notice except as provided in Section 5.3.7.4, PROHIBITED SUSPENSION OR DISCONNECTION.

Company shall provide electronic notice pursuant to Section 3.8, FORM OF NOTICE, of any noticed suspension of service to Competitive Retailers, operating in its service territory specifically identifying the time, location (if possible), cause and expected duration of such suspension. Company shall perform all suspensions or disconnects in accordance with Section 5.3.7.4, PROHIBITED SUSPENSION OR DISCONNECTION.

#### **4.3.11 RESTORATION OF DELIVERY SERVICE**

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

#### **4.3.12 DISCONNECTION OF SERVICE TO RETAIL CUSTOMER'S FACILITIES AT THE REQUEST OF COMPETITIVE RETAILER**

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

##### **4.3.12.1 MOVE OUT REQUEST**

In the event that Retail Customer is vacating the Premises and Competitive Retailer no longer desires to be associated with the Point of Delivery, Competitive Retailer shall notify the Registration Agent of the date Competitive Retailer desires Company to discontinue Delivery Service to a particular Point of Delivery through a move-out transaction. Company shall discontinue Delivery Service to the Point of Delivery on the requested date provided the Company receives the transaction at least two Business Days prior to the requested date. A transaction received after 5:00 PM CPT on a Business Day, or on a day that is not a Business Day, will be considered received on the next Business Day. If the request is received less than two Business Days prior to the requested date, the Move-Out will be scheduled for the Business Day that is two

**Tariff for Retail Delivery Service  
Oncor Electric Delivery Company LLC**

**Chapter 4: Service Rules & Regulations (Competitive Retailers)**  
Applicable: Entire Certified Service Area  
Effective Date: January 9, 2011

Page 9 of 25  
Revision: Four

Business Days after the date the request is received. If the requested date is not a Business Day, the move-out will be scheduled for the first Business Day following the requested date. Competitive Retailer shall not be responsible for any Delivery Services provided to that Point of Delivery after the move-out is effectuated unless specifically requested by the Competitive Retailer, and applicable to the time the Competitive Retailer was the Competitive Retailer of Record.

**4.3.12.2 DISCONNECTION DUE TO NON-PAYMENT OF  
COMPETITIVE RETAILER CHARGES; RECONNECTION  
AFTER DISCONNECTION**

Competitive Retailer may request disconnection for non-payment by Retail Customer or reconnection thereafter as authorized by the Commission's customer protection rules and in accordance with Chapter 6 of the tariff. The execution of a disconnection for non-payment does not relieve the Competitive Retailer of responsibility for any Delivery Services provided to that Point of Delivery.

For premises without a provisioned advanced meter, for premises with a provisioned advanced meter without remote disconnect/connect capabilities, and for premises with a provisioned advanced meter that Company cannot successfully communicate with at the time Company attempts to execute the request by using Company's advanced metering system, standard reconnect requests received by Company by 2:00 PM CPT on a Business Day shall be reconnected that day. For such premises, standard reconnect requests received by Company after 2:00 PM CPT on a Business Day shall be reconnected that day, if possible, but no later than the close of Company's next field operational day.

For premises with a provisioned advanced meter with remote disconnect/connect capabilities and for which the Company can successfully communicate with that provisioned advanced meter at the time Company attempts to execute the request by using Company's advanced metering system, standard reconnect requests received by Company from 8:00 AM CPT to 7:00 PM CPT on a Business Day shall be reconnected within 2 hours of receipt of a request.

For premises with a provisioned advanced meter with remote disconnect/connect capabilities where the Competitive Retailer provides prepaid service under P.U.C. SUBST. R. 25.498, Retail Electric Service Using a Customer Prepayment Device or System, standard reconnect requests received by the Company from 8:00 AM CPT to 7:00 PM CPT on a Business Day shall be reconnected within 1 hour of receipt of request.

For all premises, standard reconnect requests received by Company between 2:00 PM CPT and 5:00 PM CPT on a Business Day shall be reconnected that day if possible, but no later than the close of Company's next field operational day. Standard reconnect requests received by Company after 7:00 PM CPT or on a day that is not a Business Day may be considered received at 8:00 AM CPT on the next Business Day.

**4.3.13 CUSTOMER REQUESTED CLEARANCE**

At the request of Competitive Retailer for Retail Customer related construction, alteration, or other temporary clearance, Company shall disconnect Retail Customer's facilities in accordance with Chapter 6.

**Tariff for Retail Delivery Service  
Oncor Electric Delivery Company LLC**

**Chapter 4: Service Rules & Regulations (Competitive Retailers)**  
Applicable: Entire Certified Service Area  
Effective Date: January 9, 2011

Page 10 of 25  
Revision: Four

## **4.4 BILLING AND REMITTANCE**

### **4.4.1 CALCULATION AND TRANSMITTAL OF DELIVERY SERVICE INVOICES**

Not later than three Business Days after the scheduled date of a Meter Read for a Point of Delivery, Company shall transmit an electronic invoice for the Company's total Delivery System Charges associated with that Point of Delivery, to the Competitive Retailer supplying Electric Power and Energy to that Point of Delivery. Company shall separately identify the Delivery System Charges and Billing Determinants on the electronic invoice, to the extent that the transaction allows them to be reported, for each Point of Delivery served by a Competitive Retailer. Company shall provide information on any Billing Determinants not provided on the electronic transaction free of charge to Competitive Retailer upon request, within two Business Days from the receipt of the request. The start and end dates for the billing period contained on the invoice shall match the start and end dates of the Meter Read for the Premises.

Charges for Discretionary Services, other than Construction Services, provided to a particular Point of Delivery shall be separately identified on the invoice. Electronic invoices shall be transmitted using the appropriate TX SET transaction and shall be consistent with the terms and conditions of this Tariff. The Competitive Retailer shall acknowledge the receipt of the invoice and indicate whether the transaction conformed with ANSI X12 using the appropriate TX SET transaction within 24 hours of the receipt of the invoice. If Company receives a negative acknowledgement indicating the transaction failed ANSI X12 validation, Company shall correct any Company errors and re-issue the transaction within two Business Days of receipt of the negative acknowledgement. Following a positive acknowledgement indicating the transaction passed ANSI X12 validation, the Competitive Retailer shall have five Business Days to send a rejection response in accordance with the TX SET Implementation Guides and Commission Rules. However, if the Competitive Retailer receives an invoice relating to an ESI ID for which the Competitive Retailer has sent an enrollment or move-in request but has not received a response transaction from ERCOT, then the Competitive Retailer shall allow four Business Days to receive the response. If the Competitive Retailer has still not received the response transaction, the Competitive Retailer shall not reject the invoice, but will utilize an approved market process to resolve the issue. Additionally, a Competitive Retailer shall not reject an invoice, claiming it is not a Valid Invoice, outside the timelines specified in this subsection, or without supplying appropriate rejection reasons in accordance with TX SET Implementation Guides and Commission Rules. A Competitive Retailer may dispute a Valid Invoice under Section 4.4.8, INVOICE DISPUTES, but not reject it.

### **4.4.2 CALCULATION AND TRANSMITTAL OF CONSTRUCTION SERVICE CHARGES**

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

### **4.4.3 INVOICE CORRECTIONS**

Invoices shall be subject to adjustment for estimation or errors, including, but not limited to, arithmetic errors, computational errors, meter inaccuracies, and Meter Reading errors. Company

## **Tariff for Retail Delivery Service Oncor Electric Delivery Company LLC**

### **Chapter 4: Service Rules & Regulations (Competitive Retailers)**

Applicable: Entire Certified Service Area

Effective Date: January 9, 2011

Page 11 of 25

Revision: Four

shall cancel and re-bill the original invoice that was incorrect and apply any payments made as provided by Applicable Legal Authorities. If it is determined that Company over-billed for Delivery Charges, Company will make adjustment(s) associated with the Point of Delivery for the entire period of over-billing. Interest shall be paid on any overcharge not corrected within three billing cycles of the occurrence of the error (or estimation) at a rate set by the Commission, compounded monthly, from the date of payment of the overcharged amount through the date of the refund. If it is determined that Company under-billed for Delivery Charges, Company will promptly issue a corrected invoice. Company may not charge interest on underbilled amounts unless such amounts are found to be the result of theft of service. Company may not issue an invoice for underbillings for adjustments more than 150 days after the date the original invoice was issued or should have been issued.

All invoices with estimations shall be true-up within 150 days of the estimation. If Company does not true-up an underbilling within 150 days, Company may not bill for the difference it has underbilled. If Company has over-billed due to an estimation, Company shall refund the difference for the entire period.

Company shall render a corrected invoice within seven days of the date of resolution of the error unless otherwise prohibited by this section.

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

#### **4.4.4 BILLING CYCLE**

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

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

#### **4.4.5 REMITTANCE OF INVOICED CHARGES**

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

## **Tariff for Retail Delivery Service Oncor Electric Delivery Company LLC**

### **Chapter 4: Service Rules & Regulations (Competitive Retailers)**

Applicable: Entire Certified Service Area

Effective Date: January 9, 2011

Page 12 of 25

Revision: Four

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

Competitive Retailer shall pay the invoice by electronic funds transfer (EFT) or by wire transfer (WT) to a bank designated by Company. Payment will be considered received on the date Company's bank receives the EFT or WT and the appropriate remittance advice is received by Company in accordance with the requirements specified by Applicable Legal Authorities.

#### **4.4.6 DELINQUENT PAYMENTS**

Payments for Delivery Charges invoiced to Competitive Retailer shall be considered delinquent if not received by 5:00 p.m. CPT of the due date stated on the Valid Invoice. Delinquent payments will be subject to a one-time late fee of 5% of the delinquent balance existing on the day after the due date stated on the Valid Invoice. Competitive Retailer shall be considered in default only after a ten calendar day grace period has passed without the Competitive Retailer fully paying the delinquent balance. Upon delinquency of Competitive Retailer, Company shall provide notice in writing to Competitive Retailer stating that Competitive Retailer is delinquent and shall be in default if payment is not received within ten calendar days. If the amount of the penalty is the sole remaining past-due amount after the ten calendar day grace period, the Competitive Retailer shall not be considered to be in default unless the penalty is not paid within an additional 30 calendar days.

#### **4.4.7 PARTIAL PAYMENTS**

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

#### **4.4.8 INVOICE DISPUTES**

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

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

Upon notice of a dispute, the responding party shall investigate and respond in writing to the disputing party within ten Business Days of transmittal of the notice. Such response shall include a proposed resolution. Within 20 Business Days of the response, either party may initiate the dispute resolution procedures set forth in Section 4.9, DISPUTE RESOLUTION PROCEDURES.

**Tariff for Retail Delivery Service  
Oncor Electric Delivery Company LLC**

**Chapter 4: Service Rules & Regulations (Competitive Retailers)**

Applicable: Entire Certified Service Area

Effective Date: January 9, 2011

Page 13 of 25

Revision: Four

If Company does not receive notification of a dispute within 11 months from the due date of the invoice in question, said invoice shall be deemed conclusive and binding.

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

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

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

#### **4.4.9 SUCCESSOR COMPETITIVE RETAILER**

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

### **4.5 SECURITY DEPOSITS AND CREDITWORTHINESS**

#### **4.5.1 SECURITY RELATED TO TRANSITION CHARGES**

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

#### **4.5.2 SECURITY RELATED TO OTHER DELIVERY CHARGES**

##### **4.5.2.1 DEPOSIT REQUIREMENTS**

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

**Tariff for Retail Delivery Service  
Oncor Electric Delivery Company LLC**

**Chapter 4: Service Rules & Regulations (Competitive Retailers)**

Applicable: Entire Certified Service Area

Effective Date: January 9, 2011

Page 14 of 25

Revision: Four

**4.5.2.2 SIZE OF DEPOSIT**

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

**4.5.2.3 FORM OF DEPOSIT**

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

**4.5.2.4 INTEREST**

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

**4.5.2.5 HISTORICAL DEPOSIT INFORMATION**

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

**4.5.2.6 REFUND OF DEPOSIT**

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

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

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

**Tariff for Retail Delivery Service  
Oncor Electric Delivery Company LLC**

**Chapter 4: Service Rules & Regulations (Competitive Retailers)**  
Applicable: Entire Certified Service Area  
Effective Date: January 9, 2011

Page 15 of 25  
Revision: Four

## **4.6 DEFAULT AND REMEDIES ON DEFAULT**

### **4.6.1 COMPETITIVE RETAILER DEFAULT**

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

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

### **4.6.2 REMEDIES ON DEFAULT**

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

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

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

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



**Tariff for Retail Delivery Service  
Oncor Electric Delivery Company LLC**

**Chapter 4: Service Rules & Regulations (Competitive Retailers)**  
Applicable: Entire Certified Service Area  
Effective Date: January 9, 2011

Page 16 of 25  
Revision: Four

**4.6.2.2 DEFAULT RELATED TO FAILURE TO SATISFY  
OBLIGATIONS UNDER TARIFF**

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

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

**4.6.2.3 DEFAULT RELATED TO DE-CERTIFICATION**

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

**4.6.3 CURE OF DEFAULT**

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

**4.7 MEASUREMENT AND METERING OF SERVICE**

**4.7.1 MEASUREMENT**

All charges for electricity consumed or demanded by a Retail Customer shall be based on Meter measurement except where otherwise provided for by the applicable Rate Schedule or this Tariff. Meters for residential Retail Customers shall be Company owned unless otherwise determined by the Commission. Retail Customers required by the Independent Organization to have an IDR Meter may choose a Meter Owner, other than Company, in accordance with Applicable Legal Authorities; otherwise, the Meter shall be owned by the Company.

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

## **Tariff for Retail Delivery Service Oncor Electric Delivery Company LLC**

### **Chapter 4: Service Rules & Regulations (Competitive Retailers)**

Applicable: Entire Certified Service Area

Effective Date: January 9, 2011

Page 17 of 25

Revision: Four

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

#### **4.7.2 METER READING**

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

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

##### **4.7.2.1 DENIAL OF ACCESS BY RETAIL CUSTOMER**

If in any month Retail Customer prohibits access to Company to read the Meter (due to premises being locked, presence of a threatening animal, physical threats to meter reader, or other similar reason), Company shall provide the Retail Customer a door hanger requesting access the following month and informing the Retail Customer of the consequences for continuing to fail to provide access. If there is no door on which to leave a door hanger, Company may leave the door hanger at a point of ingress. If no point of ingress is available, Company may choose not to leave the door hanger and must notify Competitive Retailer of the inability to leave the door hanger. Company shall inform Competitive Retailer that Company was unable to gain access and the reason that Company was unable to gain access, providing enough detail that Competitive Retailer can explain to the Retail Customer and inform Competitive Retailer of the number of consecutive months Company has been denied access by the customer. If the Competitive Retailer is notified that a customer denied access to Company to read the Meter, Competitive Retailer shall contact the Retail Customer to request access for Company the following month and inform the Retail Customer of the consequences for continuing to fail to provide access. Competitive Retailer contact may be either by mail, telephone or door to door contact.

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

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

## **Tariff for Retail Delivery Service Oncor Electric Delivery Company LLC**

### **Chapter 4: Service Rules & Regulations (Competitive Retailers)**

Applicable: Entire Certified Service Area

Effective Date: January 9, 2011

Page 18 of 25

Revision: Four

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

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

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

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

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

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

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

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

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

#### **4.7.3 REPORTING MEASUREMENT DATA**

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

#### **4.7.4 METER TESTING**

Company will test the Meters in accordance with the schedule and standards of the American National Standards Institute, Incorporated ("ANSI"), as adopted by the Commission, and P.U.C. SUBST. R. 25.124, Meter Testing. Upon a request by any authorized person in accordance with Applicable Legal Authorities, Company will perform additional tests of the accuracy of the Meter no later than ten Business Days after the request is received, provided the Meter is a self-contained single phase, kWh Meter and subject to obtaining Access as provided in Section 5.4.8, ACCESS TO RETAIL CUSTOMER'S PREMISES and completing any necessary coordination with the Retail Customer or a third party. In the event the Meter is other than a self-contained,

## **Tariff for Retail Delivery Service Oncor Electric Delivery Company LLC**

### **Chapter 4: Service Rules & Regulations (Competitive Retailers)**

Applicable: Entire Certified Service Area

Effective Date: January 9, 2011

Page 19 of 25

Revision: Four

single phase kWh Meter, Company will perform the additional tests no later than 30 calendar days after the request is received. The additional tests will be performed preferably on the Retail Customer's Premises, but may, at Company's discretion, be performed at a Meter test laboratory. The additional tests will be free of charge if the Meter is determined to be outside the accuracy standards established by ANSI or if a test has not been requested and performed in the previous four years, Company will provide a copy of the complete results of that test to the requesting party as soon as possible but within the timeframes allowed for testing of the Meter. Competitive Retailer or Retail Customer may request a new test if one has been performed within the previous four years, but if the Meter tests within ANSI accuracy standards, Company will charge Competitive Retailer for the additional tests in accordance with the Rate Schedules in Section 6.1, RATE SCHEDULES. Following the completion of any additional test, Company will promptly advise the party requesting the test of the date of removal of the Meter, the date of the test, the result of the test, who conducted the test, and where the test was performed. Company will provide more detailed information to customer upon request at no additional charge to the customer.

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

#### **4.7.5 INVOICE ADJUSTMENT DUE TO METER INACCURACY, METER TAMPERING OR THEFT**

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

### **4.8 DATA EXCHANGE**

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

#### **4.8.1 DATA FROM METER READING**

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

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

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

# **Tariff for Retail Delivery Service Oncor Electric Delivery Company LLC**

## **Chapter 4: Service Rules & Regulations (Competitive Retailers)**

Applicable: Entire Certified Service Area

Effective Date: January 9, 2011

Page 20 of 25

Revision: Four

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

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

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

### **4.8.1.1 DATA RELATED TO INTERVAL METERS**

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

### **4.8.1.2 DATA REPORTED BY VOLUMETRIC (kWh) METERS**

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

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

### **4.8.1.3 OUT-OF-CYCLE METER READS**

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

## **Tariff for Retail Delivery Service Oncor Electric Delivery Company LLC**

### **Chapter 4: Service Rules & Regulations (Competitive Retailers)**

Applicable: Entire Certified Service Area

Effective Date: January 9, 2011

Page 21 of 25  
Revision: Four

new Competitive Retailer, the billing period begins with the out-of-cycle Meter Read, and for the previous Competitive Retailer, the billing period ends with the out-of-cycle Meter Read.

Out-of-cycle Meter Reads not associated with a Retail Customer's change in Competitive Retailer (Meter Re-reads) shall be performed and the new reading shall be transmitted to Competitive Retailer within five Business Days of the receipt of the request. If, based upon the re-read, it is determined that the original monthly Meter Read was in error, the Meter Read and Billing Determinants for that billing period shall be corrected in accordance with Section 4.4.3, INVOICE CORRECTIONS, and no Discretionary Service charge will be applied by Company. If the re-read determines that the Original Meter Read was correct, a charge may be assessed for the re-read in accordance with Chapter 6.

#### **4.8.1.4 ESTIMATED USAGE**

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

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

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

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

#### **4.8.1.5 METER/BILLING DETERMINANT CHANGES**

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

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

**Tariff for Retail Delivery Service  
Oncor Electric Delivery Company LLC**

**Chapter 4: Service Rules & Regulations (Competitive Retailers)**  
Applicable: Entire Certified Service Area  
Effective Date: January 9, 2011

Page 22 of 25  
Revision: Four

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

#### **4.8.2 DATA FOR UNMETERED LOADS**

For unmetered service, the following standards apply:

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

#### **4.8.3 ADJUSTMENTS TO PREVIOUSLY TRANSMITTED DATA**

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

The following standards apply to such previously transmitted data:

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

#### **4.8.4 DATA EXCHANGE PROTOCOLS**

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

- (1) A uniform premise identifier number, ESI ID, will be utilized by the Company;
- (2) The ESI ID number will be used in all data exchanges specific to related premise data transactions;

**Tariff for Retail Delivery Service  
Oncor Electric Delivery Company LLC**

**Chapter 4: Service Rules & Regulations (Competitive Retailers)**  
Applicable: Entire Certified Service Area  
Effective Date: January 9, 2011

Page 23 of 25  
Revision: Four

- (3) ESI ID is a unique, permanent, and non-intelligent number, used to facilitate communications in an unbundled electric market. The format shall be as determined by the protocols adopted by the Independent Organization; and
- (4) An ESI ID will be assigned by the Company for each Point of Delivery in accordance with protocols adopted by the Independent Organization.

## **4.9 DISPUTE RESOLUTION PROCEDURES**

### **4.9.1 COMPLAINT PROCEDURES**

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

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

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

### **4.9.2 COMPLAINT WITH REGULATORY AUTHORITY**

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

## **4.10 SERVICE INQUIRIES**

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

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



**Tariff for Retail Delivery Service  
Oncor Electric Delivery Company LLC**

**Chapter 4: Service Rules & Regulations (Competitive Retailers)**  
Applicable: Entire Certified Service Area  
Effective Date: January 9, 2011

Page 24 of 25  
Revision: Four

- (4) Initiation of Delivery System Service to Retail Customer.

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

## **4.11 OUTAGE AND SERVICE REQUEST REPORTING**

### **4.11.1 NOTIFICATION OF INTERRUPTIONS, IRREGULARITIES, AND SERVICE REQUESTS**

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

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

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

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

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

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

**Tariff for Retail Delivery Service  
Oncor Electric Delivery Company LLC**

**Chapter 4: Service Rules & Regulations (Competitive Retailers)**  
Applicable: Entire Certified Service Area  
Effective Date: January 9, 2011

Page 25 of 25  
Revision: Four

Customers. Company shall not act in a discriminatory manner in making such arrangements with Competitive Retailers.

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

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

**4.11.2 RESPONSE TO REPORTS OF INTERRUPTIONS AND REPAIR REQUESTS**

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