

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

Chapter 5: Service Rules & Regulations (Retail Customers)  
Applicable: Entire Certified Service Area  
Effective Date: January 9, 2011

Page 1 of 20  
Revision: Three

## **Chapter 5: Service Rules and Regulations Relating to the Provision of Delivery Service to Retail Customers**

### **5.1 GENERAL**

#### **5.1.1 APPLICABILITY OF CHAPTER**

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

#### **5.1.2 COMPANY CONTACT INFORMATION**

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

Sr. Vice President and Chief Customer Officer  
Oncor Electric Delivery Company LLC  
1616 Woodall Rodgers Fwy, 7<sup>th</sup> Floor  
Dallas, Texas 75202-1234  
1-888-313-6862

### **5.2 LIMITS ON LIABILITY**

#### **5.2.1 LIABILITY BETWEEN COMPANY AND RETAIL CUSTOMERS**

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

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

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

#### **5.2.2 LIMITATION OF DUTY AND LIABILITY OF COMPETITIVE RETAILER**

*Competitive Retailer has no ownership, right of control, or duty to Company, Retail Customer or other third party, regarding the design, construction or operation of*

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

**Chapter 5: Service Rules & Regulations (Retail Customers)**  
Applicable: Entire Certified Service Area  
Effective Date: January 9, 2011

Page 2 of 20  
Revision: Three

***Company's Delivery System. Competitive Retailer shall not be liable to any person or entity for any damages, direct, indirect or consequential, including, but without limitation, loss of business, loss of profits or revenue, or loss of production capacity, occasioned by any fluctuations or interruptions of Delivery Service caused, in whole or in part, by the design, construction or operation of Company's Delivery System.***

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

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

### **5.2.4 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.***

### **5.2.5 EMERGENCIES AND NECESSARY INTERRUPTIONS**

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

Company shall provide advance notice to Retail Customer's Competitive Retailer, if reasonably possible. Such notice may be made by electronic notice to all certificated Competitive Retailers operating within Company's service territory, specifically identifying the location, time and expected duration of 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. If Retail Customer believes it qualifies for designation as a critical care residential customer, chronic condition residential customer, critical load industrial customer, or critical load public safety customers under P.U.C. SUBST. R. 25.497, Retail Customer may apply for designation as provided in P.U.C. SUBST. R. 25.497.

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 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.

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

**Chapter 5: Service Rules & Regulations (Retail Customers)**  
Applicable: Entire Certified Service Area  
Effective Date: January 9, 2011

Page 3 of 20  
Revision: Three

**5.2.6 LIMITATION OF WARRANTIES BY COMPANY**

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

**5.3 SERVICE**

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

**5.3.1 INITIATION OF DELIVERY SYSTEM SERVICE (SERVICE CONNECTION)**

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

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

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

- (1) The 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.

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

Requests for new Delivery System Service which include the corresponding TX SET code for standard service, and are received by Company at least two Business Days prior to the Competitive Retailer's requested date shall be completed no later than the requested date. Requests received after 5:00 PM CPT or on a day that is not a Business Day, shall be considered received on the next Business Day. If the request is received less than two Business Days prior to the requested date, the Move-In will be scheduled for the Business Day that is two Business Days after the date the request is received. If the requested date is not a Business Day, the Move-In will be scheduled for the first Business Day following the requested date. This service is not available if inspections and permits, or other construction is required.

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

**Chapter 5: Service Rules & Regulations (Retail Customers)**  
Applicable: Entire Certified Service Area  
Effective Date: January 9, 2011

Page 4 of 20  
Revision: Three

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

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

**5.3.2 REQUESTS FOR CONSTRUCTION SERVICES**

All Construction Service requests must include the following information:

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

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

**5.3.3 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 the Applicable Legal Authorities, unless the new Competitive Retailer is in default under the Tariff or is not eligible for Delivery Service under Section 4.3.1, ELIGIBILITY, of this Tariff. Company shall release proprietary customer information to a Competitive Retailer in a manner prescribed by Applicable Legal Authorities.

**5.3.4 SWITCHING FEES AND SWITCHOVERS**

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

**5.3.5 IDENTIFICATION OF THE 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;

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

### **Chapter 5: Service Rules & Regulations (Retail Customers)**

Applicable: Entire Certified Service Area

Effective Date: January 9, 2011

Page 5 of 20

Revision: Three

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, 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 on the assumption that the Demand ratchet would not be reset, in which case, Company shall begin resetting Demand ratchets no later than the conclusion of its next general rate case. Retail Customer may, if directed by Competitive Retailer, contact the Company to discuss the appropriate Rate Schedule for the Retail Customer. If requested, Company will assist Retail Customer in selecting the Rate Schedule that is best suited to existing or anticipated Delivery Service requirements. However, Company does not assume responsibility for the selection of the Rate Schedule or for any failure to select the most appropriate Rate Schedule for Retail Customer's Delivery Service requirements. Company shall direct Retail Customer to its Competitive Retailer to initiate any changes in Rate Schedule selection.

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

### **5.3.6 CHANGES IN RATE SCHEDULES**

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

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

**Chapter 5: Service Rules & Regulations (Retail Customers)**  
Applicable: Entire Certified Service Area  
Effective Date: January 9, 2011

Page 6 of 20  
Revision: Three

### **5.3.7 SUSPENSION OF SERVICE**

#### **5.3.7.1 SUSPENSIONS WITHOUT PRIOR NOTICE**

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

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

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

If Retail Customer believes it qualifies for designation as a critical care residential customer, chronic condition residential customer, critical load industrial customer, or critical load public safety customer under P.U.C. SUBST. R. 25.497, Retail Customer may apply for designation as provided in P.U.C. SUBST. R. 25.497. Notice of a suspension of service shall be provided to Retail Customers currently designated as critical care, or chronic condition, or critical load if reasonably possible.

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

#### **5.3.7.2 NOTICED SUSPENSION NOT RELATED TO EMERGENCIES OR NECESSARY INTERRUPTIONS**

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

- (1) In the event of unauthorized use, connection or reconnection, or diversion of service, or Tampering with the Meter or equipment, or bypassing same;
- (2) In the event of Retail Customer's violation of the provisions of Company's Tariff pertaining to the use of Delivery Service in a manner which interferes with the Delivery Service of others, or the operation of nonstandard equipment, or as otherwise specified by written agreement, and a reasonable opportunity has been provided to remedy the situation;
- (3) Upon Retail Customer's failure to comply with the terms of any written agreement made between Company and Retail Customer, or upon default of Retail Customer under such an agreement, or upon failure to pay any charges billed by Company directly to Retail Customer pursuant to Section 5.8.2, BILLING TO RETAIL CUSTOMER BY COMPANY, after a reasonable opportunity has been provided to remedy the failure;
- (4) For Retail Customer's failure to provide Company with reasonable access to Company's facilities and the Meter located on Retail Customer's Premises after a reasonable opportunity has been provided to remedy the situation; or

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

**Chapter 5: Service Rules & Regulations (Retail Customers)**

Applicable: Entire Certified Service Area

Effective Date: January 9, 2011

Page 7 of 20

Revision: Three

- (5) Upon Company's receipt of a notice requiring such action, in the form and from the party specified by the Applicable Legal Authorities. Company will not be responsible for monitoring or reviewing the appropriateness of any such notice, except as provided in Section 5.3.7.4, PROHIBITED SUSPENSION OR DISCONNECTION.

**5.3.7.3 RESTORATION OF SERVICE**

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

**5.3.7.4 PROHIBITED SUSPENSION OR DISCONNECTION**

(1) Except in the case of suspensions of service related to dangerous conditions, clearance requests, or move-out requests, Company shall not disconnect or suspend Delivery Service to Retail Customer in the following situations:

- (A) On a day, or on a day immediately preceding a day, when personnel of Company are not available to the public for the purpose of reconnecting Delivery Service;
- (B) For delinquency of payment to Company by Retail Customer's Competitive Retailer;
- (C) During "extreme weather conditions" as defined in the Commission's customer protection rules;
- (D) At a permanent, individually metered dwelling unit of a Retail Customer for non-payment of amounts billed directly to Retail Customer by Company pursuant to the Company's Tariff, when that Retail Customer establishes that disconnection of Delivery Service will cause some person residing at that residence to become seriously ill or more seriously ill.
  - (i) Each time a Retail Customer seeks to avoid disconnection of Delivery Service under subsection (D), the Retail Customer must accomplish all of the following by the stated date of disconnection:
    - (I) have the subject person's attending physician (for purposes of this subsection the term "physician" shall mean any public health official, including, medical doctors, doctors of osteopathy, nurse practitioners, registered nurses, and any other similar public health official) call or contact the Company by the date of the disconnection;
    - (II) have the subject person's attending physician submit a written statement to Company; and
    - (III) enter into a deferred payment plan.
  - (ii) The prohibition against Delivery Service disconnection provided by subsection (D) shall last 63 days from the issuance of the bill by Company or a shorter period as agreed upon by Company and Retail Customer or subject person's physician; or
- (E) When the disconnection is authorized by the REP as a disconnection for nonpayment of electric service and Retail Customer is designated as a critical care residential customer, unless all of the procedures required by Company pursuant to P.U.C. Subst. R. 25.497 and P.U.C. Subst. R. 25.483 have been completed; or when the disconnection is authorized by the REP as a disconnection for nonpayment of electric service and Retail Customer is designated as a critical load industrial customer or a critical load public safety

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

**Chapter 5: Service Rules & Regulations (Retail Customers)**  
Applicable: Entire Certified Service Area  
Effective Date: January 9, 2011

Page 8 of 20  
Revision: Three

customer, unless all Company-established processes are followed. If Retail Customer believes it qualifies for designation as a critical care residential customer, critical load industrial customer, or critical load public safety customer under P.U.C. Subst. R. 25.497, Retail Customer may apply for designation as provided in P.U.C. Subst. R. 25.497.

**5.3.8 DISCONNECTION AND RECONNECTION OF SERVICE TO RETAIL CUSTOMER'S FACILITIES**

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

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

**5.4 ELECTRICAL INSTALLATION AND RESPONSIBILITIES**

**5.4.1 RETAIL CUSTOMER'S ELECTRICAL INSTALLATION AND ACCESS**

Retail Customer is responsible for the design, installation, operation, protection, and maintenance of electric facilities beyond the Point of Delivery, and Company shall have no responsibility therefore, except for if Meter is maintained by Company. Retail Customer's Electrical Installation for receiving Electric Power and Energy must be installed in accordance with Company's specifications for electric installation, which are available upon request at Company's business offices located in the specific area where Delivery Service is desired. Retail Customer will install and maintain all of its lines and equipment in accordance with Good Utility Practice, all applicable lawful regulations and Codes, and in such condition and manner as not to endanger persons or property, or to cause impairment of Company's Delivery Service to Retail Customer or others. Retail Customer assumes responsibility for Electric Power and Energy delivered to Retail Customer at and past the Point of Delivery in accordance with Section 5.5, RETAIL CUSTOMER'S ELECTRICAL LOAD.

**5.4.2 INSPECTION AND APPROVAL OF RETAIL CUSTOMER'S ELECTRICAL INSTALLATION**

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

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



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

**Chapter 5: Service Rules & Regulations (Retail Customers)**  
Applicable: Entire Certified Service Area  
Effective Date: January 9, 2011

Page 9 of 20  
Revision: Three

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

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

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

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

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

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

**5.4.5 PROVISIONS FOR COMPANY FACILITIES AND EQUIPMENT AND  
THE METER**

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

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

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

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

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

### **Chapter 5: Service Rules & Regulations (Retail Customers)**

Applicable: Entire Certified Service Area

Effective Date: January 9, 2011

Page 10 of 20

Revision: Three

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

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

#### **5.4.7 UNAUTHORIZED USE OF DELIVERY SYSTEM**

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

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

#### **5.4.8 ACCESS TO RETAIL CUSTOMER'S PREMISES**

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

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

**Chapter 5: Service Rules & Regulations (Retail Customers)**  
Applicable: Entire Certified Service Area  
Effective Date: January 9, 2011

Page 11 of 20  
Revision: Three

## **5.5 RETAIL CUSTOMER'S ELECTRICAL LOAD**

### **5.5.1 LOAD BALANCE**

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

### **5.5.2 INTERMITTENT ELECTRICAL LOADS AND LIMITATIONS ON ADVERSE EFFECTS**

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

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

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

### **5.5.3 EQUIPMENT SENSITIVE TO VOLTAGE AND WAVE FORMS**

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

### **5.5.4 CHANGE IN RETAIL CUSTOMER'S ELECTRICAL LOAD**

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

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

### **Chapter 5: Service Rules & Regulations (Retail Customers)**

Applicable: Entire Certified Service Area

Effective Date: January 9, 2011

Page 12 of 20

Revision: Three

#### **5.5.5 POWER FACTOR**

If the Power Factor of Retail Customer's load is found to be less than 95% lagging as measured at the Meter, Company may require Retail Customer to arrange for the installation of appropriate equipment on Retail Customer's side of the Meter necessary to correct Retail Customer's Power Factor between unity and 95% lagging as measured at Meter, or, if Retail Customer fails to correct its Power Factor consistent with this standard, the demand associated with Retail Customer's use of Delivery Service, as determined in the appropriate Rate Schedules in Section 6.1 RATE SCHEDULES, may be increased according to the following formulas:

(1) Calculation of Power Factor Adjusted NCP kW.

The NCP kW applicable under the Monthly Rate section shall be modified by the following formula:

Power Factor Adjusted Monthly NCP kW=(Actual Monthly NCP kW x 0.95)/Current Month Power Factor

(2) Calculation of Power Factor Adjusted 4-CP kW.

Each of the Retail Customer's monthly coincident peak kW demands used to calculate the Retail Customer's average 4 CP kW demand applicable under the Monthly Rate section shall be calculated using the following formula:

Power Factor Adjusted Monthly CP kW =(Actual Monthly CP kW demand at the time of the ERCOT peak x 0.95)/Monthly Power Factor

Power Factor Adjusted 4-CP kW=average of the Retail Customer's Monthly CP kW as adjusted for power factor if applicable.

(3) Power Factor Adjusted Monthly NCP kW demands will be used in determining the Billing kW under the applicable tariff schedule.

If Company has a different power factor billing adjustment it shall conform to these calculations upon its next general rate case.

Should a Retail Customer's Power Factor deviate from the standard described above to the point that it is causing Delivery System problems for other Retail Customers, and the Retail Customer fails to correct the problem after sufficient notice, Company may install the necessary equipment on the Delivery System to correct the problem to the standard described above, and the Retail Customer shall be required to reimburse Company for the cost.

#### **5.5.6 TESTING OF RETAIL CUSTOMER EQUIPMENT**

In situations where historical Demand requirements will be exceeded due to properly noticed and Company approved scheduled equipment testing, Company will ignore for Billing Demand ratchet purposes the test period demands. Approval of the equipment testing schedule including date and time, shall be at Company's discretion, but shall not be unreasonably withheld, provided Retail Customer or Competitive Retailer contacts Company at least ten days in advance of the equipment testing. In no event shall Company approved testing occur between the hours of 12 noon and 8:00 PM during the weekdays of the months of June, July, August, and September. Charges for electric usage (kWh and kW) during the test period, may be billed to the Competitive Retailer. Increased demand for the testing period shall not affect the customer's demand for billing ratchet purposes. Charges for reading and resetting the Meter, if required, shall be as calculated and shall be billed to Competitive Retailer.

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

**Chapter 5: Service Rules & Regulations (Retail Customers)**  
Applicable: Entire Certified Service Area  
Effective Date: January 9, 2011

Page 13 of 20  
Revision: Three

## **5.6 LIMITATIONS ON USE OF DISTRIBUTION SERVICE**

### **5.6.1 INTRASTATE RETAIL DELIVERY SERVICE LIMITATIONS (FOR ERCOT UTILITIES)**

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

### **5.6.2 PARALLEL OPERATION**

Retail Customer may not, without written agreement with Company, connect Retail Customer's Electrical Installation to a source of Electric Power and Energy in a manner that may permit Electric Power and Energy to flow into the Delivery System from such source. Retail Customer proposing the interconnection of Distributed Generation must comply with the provisions set forth in this Tariff and Applicable Legal Authorities. Requirements and specifications for all other interconnections for parallel operation shall be individually negotiated with Company.

## **5.7 FACILITIES EXTENSION POLICY**

### **5.7.1 GENERAL**

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

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

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

### **5.7.2 CONTRACTUAL ARRANGEMENTS**

Company may require an executed Facility Extension Agreement, in the form approved by the Commission and specified in Section 6.3, AGREEMENTS AND FORMS, of this Tariff, between the entity requesting such service and Company prior to Company constructing standard and non-standard Delivery System facilities. In those instances where any payments are required, Company will provide a detailed cost estimate for the entity requesting the service to determine

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

### **Chapter 5: Service Rules & Regulations (Retail Customers)**

Applicable: Entire Certified Service Area

Effective Date: January 9, 2011

Page 14 of 20

Revision: Three

the special contractual arrangements required before Construction Service is provided. Regardless of any such payment, Company shall at all times have title to and complete ownership and control over facilities installed by Company.

#### **5.7.3 PROCESSING OF REQUESTS FOR CONSTRUCTION OF DELIVERY SYSTEM**

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

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

#### **5.7.4 ALLOWANCE FOR FACILITIES**

The entity requesting the service will receive an allowance for installation of facilities. The calculation of the allowance and definitions of standard and non-standard facilities are provided in Chapter 6. Payments in the form of a contribution in aid of construction may be required for requested extensions in excess of the allowance in accordance with Chapter 6. When two or more applications for Delivery Service from the same extension are received prior to starting construction of the extension, the maximum allowance is the sum of each individual applicant's allowance.

#### **5.7.5 NON-STANDARD FACILITIES**

Non-standard facilities are defined in Chapter 6, and may include but are not limited to a two-way feed, automatic and manual transfer switches, Delivery Service through more than one Point of Delivery, redundant facilities, facilities in excess of those normally required for Delivery Service, or facilities necessary to provide Delivery Service at a non-standard voltage.

If the entity requesting Construction Service desires Delivery Service utilizing non-standard Delivery System facilities, as described above and not covered elsewhere in this Tariff, Company shall construct such facilities unless, in the reasonable judgment of Company, such construction would impair Company's facilities or facilities with which Company is interconnected, impair the proper operation of such facilities, impair service to Retail Customers, or there are other appropriate concerns that the entity requesting service is unable or unwilling to correct. The entity requesting Construction Service shall pay to Company the estimated cost of all non-standard facilities, offset by any applicable allowance, as detailed in Chapter 6, and the Facility Extension Agreement.

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

**Chapter 5: Service Rules & Regulations (Retail Customers)**

Applicable: Entire Certified Service Area

Effective Date: January 9, 2011

Page 15 of 20

Revision: Three

### **5.7.6 CUSTOMER REQUESTED FACILITY UPGRADES**

In the case of upgrades to Delivery System facilities necessitated by Retail Customer adding load in excess of existing Delivery System facility capacity, should a contribution in aid of construction be required pursuant to Chapter 6, only the cost of the facility upgrades that are attributable to the Retail Customer's request will be included in calculating a payment to Company.

### **5.7.7 TEMPORARY DELIVERY SYSTEM**

Company is responsible for the extension of Delivery System facilities necessary to connect Retail Customer's temporary Point of Delivery to Company's Delivery System for the purpose of providing temporary Delivery Service. Retail Customer, or the entity requesting such service, shall pay Company prior to Company's constructing temporary Delivery System facilities in accordance with Chapter 6.

### **5.7.8 REMOVAL AND RELOCATION OF COMPANY'S FACILITIES AND METERS**

Company may remove or relocate Company facilities and the Meter at Retail Customer's request unless doing so would create a safety hazard or would be incompatible with providing safe and reliable Delivery Service. Retail Customer, or the entity requesting such removal or relocation, shall pay to Company the total cost of removing or relocating such Delivery System facilities in accordance with Chapter 6. Company shall notify Competitive Retailer of all Meter Removals pursuant to this section.

### **5.7.9 DISMANTLING OF COMPANY'S FACILITIES**

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

## **5.8 BILLING AND REMITTANCE**

### **5.8.1 BILLING OF DELIVERY CHARGES**

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

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

**Chapter 5: Service Rules & Regulations (Retail Customers)**  
Applicable: Entire Certified Service Area  
Effective Date: January 9, 2011

Page 16 of 20  
Revision: Three

## **5.8.2 BILLING TO RETAIL CUSTOMER BY COMPANY**

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

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

## **5.9 DEFAULT AND REMEDIES ON DEFAULT**

### **5.9.1 COMPANY REMEDIES ON DEFAULT BY COMPETITIVE RETAILER**

Upon failure of Competitive Retailer to timely abide by the terms of this Tariff, Competitive Retailer may be required to transfer Retail Customer to the POLR or arrange for Retail Customers to be served by another qualified Competitive Retailer or the POLR, as provided in Section 4.6 DEFAULT AND REMEDIES ON DEFAULT.

## **5.10 METER**

### **5.10.1 METERING PRACTICES**

Unless otherwise agreed to by Company and Retail Customer, Delivery Service is provided through one Point of Delivery, with Retail Customer's service entrance arranged so that Company can measure Retail Customer's Service with one Meter. Additional information, including information concerning non-Company or advanced metering installations, may be found in Chapter 6.

### **5.10.2 RETAIL CUSTOMER RESPONSIBILITY AND RIGHTS**

Each Retail Customer shall use reasonable care not to damage any of Company's Metering Equipment and related appurtenances on Retail Customer's Premises. Meters for residential Retail Customers shall be Company-owned unless otherwise determined by the Commission. 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.

Retail Customer shall own all Meter Data related to the premise occupied by that customer, regardless of whether the Meter Owner is the Retail Customer, the owner of the premise or a third party. Ownership of the Meter Data does not affect Company's obligations under this Tariff or other Applicable Legal Authorities to transmit Meter Data to the Independent Organization or the Retail Customer's Competitive Retailer. To the extent that data integrity is not compromised, the Retail Customer shall have the right to physical access to the Meter to obtain such Meter Data when technically feasible. The Retail Customer shall have the right and capability, including



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

### **Chapter 5: Service Rules & Regulations (Retail Customers)**

Applicable: Entire Certified Service Area

Effective Date: January 9, 2011

Page 17 of 20

Revision: Three

necessary security passwords, to assign access to the Retail Customer's Meter Data related to the premise occupied by that customer. "Physical Access" does not grant a customer the right to access a Meter in any way that may allow the customer the ability, directly or indirectly to alter billing and settlement data or compromise the safety of the Meter. Retail Customer is precluded from accessing any element of the Meter that may permit Retail Customer to alter billing and settlement data or compromise the accuracy or integrity of the Meter Data.

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

#### **5.10.2.1 REQUIREMENTS**

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

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

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

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

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

#### **5.10.4 LOCATION OF METER**

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

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

### **Chapter 5: Service Rules & Regulations (Retail Customers)**

Applicable: Entire Certified Service Area

Effective Date: January 9, 2011

Page 18 of 20

Revision: Three

---

Meters will not be installed as follows:

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

### **5.10.5 NON-COMPANY OWNED METERS**

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

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

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

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

An executed Service Agreement as approved by the Commission is required before installation of a Non-Company Owned Meter. The Service Agreement will include authorization of the Retail Customer's designated Meter Owner and will be in the form specified in Section 6.3, AGREEMENTS AND FORMS. Retail Customer is responsible for ensuring that Company is notified of any changes concerning the Non-Company owned Meter in accordance with the Service Agreement and Applicable Legal Authorities.

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

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

**Chapter 5: Service Rules & Regulations (Retail Customers)**

Applicable: Entire Certified Service Area

Effective Date: January 9, 2011

Page 19 of 20

Revision: Three

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

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

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

## **5.11 RETAIL CUSTOMER INQUIRIES**

### **5.11.1 SERVICE INQUIRIES**

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

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

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

### **5.11.2 COMPLAINTS**

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

### **5.11.3 BILLING INQUIRIES**

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

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

**Chapter 5: Service Rules & Regulations (Retail Customers)**  
Applicable: Entire Certified Service Area  
Effective Date: January 9, 2011

Page 20 of 20  
Revision: Three

## **5.12 OUTAGE REPORTING**

### **5.12.1 NOTIFICATION OF INTERRUPTIONS, IRREGULARITIES, AND SERVICE REPAIR REQUESTS**

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

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

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

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

### **5.12.2 RESPONSE TO REPORTS OF INTERRUPTIONS AND REPAIR REQUESTS**

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

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

**6.1.1 Delivery System Charges**

Applicable: Entire Certified Service Area

Effective Date: September 25, 2011

Sheet: 1.1

Page 1 of 2

Revision: Four

## **Chapter 6: Company Specific Items**

### **6.1 Rate Schedules**

#### **6.1.1 Delivery System Charges**

##### **6.1.1.1 Charges for Transmission and Distribution System Service**

###### **6.1.1.1.1 Residential Service**

###### **AVAILABILITY**

This schedule is applicable to Delivery Service for residential purposes (which may include a small amount of non-residential usage incidental to residential usage) of a permanent nature to Individual Private Dwellings (including their appurtenant structures) and to individually metered apartments when such Delivery Service is to one Point of Delivery and measured through one Meter and is not for shared or resale purposes. Residential Service is limited to one Individual Private Dwelling per platted parcel of land or postal delivery address.

If a premise is primarily used for non-residential purposes, Delivery Service will be provided under the Company's appropriate Secondary Service or Primary Service rate schedule.

This schedule is not available for non-residential service, including but not limited to water wells, electric gates, barns, garages, boat docks, airplane hangars, or recreational vehicle parks, or for structures on the platted parcel of land requiring a separate Meter.

###### **TYPE OF SERVICE**

Delivery Service will be single-phase, 60 hertz, at a standard secondary voltage. Delivery Service will be metered using Company's standard watt-hour meter provided for this type of Delivery Service. Any other metering option(s) will be provided at an additional charge. Where Delivery Service of the type desired is not available at the Point of Delivery, additional charges and special contract arrangements may be required prior to Delivery Service being furnished, pursuant to section 6.1.2.2 of this Tariff.

###### **MONTHLY RATE**

###### **I. Transmission and Distribution Charges:**

Customer Charge	\$0.78	per Retail Customer
Metering Charge	\$2.27	per Retail Customer
Transmission System Charge	\$0.00	per kWh
Distribution System Charge	\$0.018071	per kWh

**II. System Benefit Fund:** \$0.000654 per kWh, See Rider SBF

**III. Transition Charge:** See Riders TC1 and TC2

**IV. Nuclear Decommissioning Charge:** \$0.000169 per kWh, See Rider NDC

**V. Transmission Cost Recovery Factor:** See Rider TCRF

**VI. Energy Efficiency Cost Recovery Factor:** See Rider EECRF

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

**6.1.1 Delivery System Charges**  
Applicable: Entire Certified Service Area  
Effective Date: September 25, 2011

Sheet: 1.1  
Page 2 of 2  
Revision: Four

**VII. Advanced Metering Cost Recovery Factor:** See Rider AMCRF

**Other Charges or Credits**

**VIII. Rate Case Expense Surcharge:** See Rider RCE per kWh

**IX. State Colleges and Universities Discount:** See Rider SCUD

**COMPANY SPECIFIC APPLICATIONS**

Delivery Service is also available at three-phase 60 hertz, at a standard secondary voltage.

**NOTICE**

This rate schedule is subject to the Company's Tariff and Applicable Legal Authorities.

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

**6.1.1 Delivery System Charges**  
Applicable: Entire Certified Service Area  
Effective Date: September 25, 2011

Sheet: 1.2  
Page 1 of 2  
Revision: Five

## **6.1.1.1.2 Secondary Service Less Than or Equal to 10 kW**

### **AVAILABILITY**

This schedule is applicable to Delivery Service for non-residential purposes at secondary voltage with demand less than or equal to 10 kW when such Delivery Service is to one Point of Delivery and measured through one Meter and is not for shared or resale purposes.

### **TYPE OF SERVICE**

Delivery Service will be single-phase, 60 hertz, at a standard secondary voltage. Delivery Service will be metered using Company's standard watt-hour meter provided for this type of Delivery Service, unless Retail Customer is eligible for and chooses a competitive meter provider. Any meter other than the standard meter provided by Company will be provided at an additional charge. Where Delivery Service of the type desired is not available at the Point of Delivery, additional charges and special contract arrangements may be required prior to Delivery Service being furnished, pursuant to Section 6.1.2.2 of this Tariff.

### **MONTHLY RATE**

#### **I. Transmission and Distribution Charges:**

Customer Charge	\$1.70	per Retail Customer
Metering Charge	\$5.17	per Retail Customer
Transmission System Charge	\$0.00	per kWh
Distribution System Charge	\$0.019633	per kWh

**II. System Benefit Fund:** \$0.000654 per kWh, See Rider SBF

**III. Transition Charge:** See Riders TC1 and TC2

**IV. Nuclear Decommissioning Charge:** \$0.000146 per kWh, See Rider NDC

**V. Transmission Cost Recovery Factor:** See Rider TCRF

**VI. Energy Efficiency Cost Recovery Factor:** See Rider EECRF

**VII. Competitive Meter Credit:** See Rider CMC

**VII. Advanced Metering Cost Recovery Factor:** See Rider AMCRF

#### **Other Charges or Credits**

**VIII. Rate Case Expense Surcharge:** See Rider RCE per kWh

**IX. State Colleges and Universities Discount:** See Rider SCUD

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

**6.1.1 Delivery System Charges**  
Applicable: Entire Certified Service Area  
Effective Date: September 25, 2011

Sheet: 1.2  
Page 2 of 2  
Revision: Five

**COMPANY SPECIFIC APPLICATIONS**

Delivery Service is also available at three-phase 60 hertz, at a standard secondary voltage.

Premises with a standard watt-hour meter that use 3,500 kWh or more in a month will have a demand meter installed to determine continued eligibility under this schedule. If the usage at a premise with an advanced meter reaches or exceeds 3,500 kWh in a month, any recorded demand of greater than 10 kW in subsequent months will result in the premise being assigned to the Secondary Greater than 10 kW rate schedule.

**UNMETERED SERVICE**

Company will provide unmetered service and calculate billing determinants for such service based on a 100 percent load factor. These billing determinants are applied to all charges included in this rate schedule.

Delivery Service to telecommunications devices and governmental non-lighting related loads whose maximum power requirements do not exceed 80 watts will be billed at the Monthly Rate specified above, subject to the following conditions:

1. The monthly energy consumption for devices with a maximum load of 20 watts or less will be set at 10 kWh per device.
2. The monthly energy consumption for devices with a maximum load of 21 to 40 watts will be set at 20 kWh per device.
3. The monthly energy consumption for devices with a maximum load of 41 to 60 watts will be set at 35 kWh per device.
4. The monthly energy consumption for devices with a maximum load of 61 to 80 watts will be set at 50 kWh per device.
5. A maximum of 50 individual devices can be aggregated to a single account (*i.e.*, a single ESI ID), subject to the following conditions:
  - a. All aggregated devices must have the same assigned monthly energy consumption (*i.e.*, either 10 kWh, 20 kWh, 35 kWh, or 50 kWh per device);
  - b. All aggregated devices must be located in the same city and county (or, in the event all of the devices are located outside the limits of an incorporated city, all devices must be located in the same county).

In lieu of the meter charge, a per device charge of \$1 per month will be added to the applicable charges.

**AGREEMENT**

Provision of unmetered service will require an agreement that includes certification by the retail customer on at least an annual basis of the number of installed devices and specific location of each device. Failure by retail customer to obtain Company's authorization for changes to unmetered service may result in Company's refusal to continue service.

**NOTICE**

This rate schedule is subject to the Company's Tariff and Applicable Legal Authorities.



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

**6.1.1 Delivery System Charges**  
Applicable: Entire Certified Service Area  
Effective Date: September 25, 2011

Sheet: 1.3  
Page 1 of 3  
Revision: Five

### 6.1.1.1.3 Secondary Service Greater Than 10 kW

#### AVAILABILITY

This schedule is applicable to Delivery Service at secondary voltage with demand greater than 10 kW when such Delivery Service is to one Point of Delivery and measured through one Meter.

#### TYPE OF SERVICE

Delivery Service will be single or three-phase, 60 hertz, at a standard secondary voltage. Delivery Service will be metered using Company's standard meter provided for this type of Delivery Service, unless Retail Customer is eligible for and chooses a competitive meter provider. Any meter other than the standard meter provided by Company will be provided at an additional charge. Where Delivery Service of the type desired is not available at the Point of Delivery, additional charges and special contract arrangements may be required prior to Delivery Service being furnished, pursuant to Section 6.1.2.2 of this Tariff.

#### MONTHLY RATE

##### **I. Transmission and Distribution Charges:**

Customer Charge	\$6.78	per Retail Customer
Metering Charge	\$22.18	per Retail Customer
Transmission System Charge		
Non-IDR Metered	\$0.00	per NCP kW
IDR Metered	\$0.00	per 4CP kW
Distribution System Charge	See Table Below	

NCP kW	Annual Load Factor	per Distribution Billing kW
Less than or equal to 20 kW	All	\$4.24
Greater than 20 kW	0% - 10%	\$5.91
	11% - 15%	\$5.30
	16% - 20%	\$5.00
	21% - 25%	\$4.85
	26% and above	\$4.24

<b>II. System Benefit Fund:</b>	\$0.000654	per kWh, See Rider SBF
<b>III. Transition Charge:</b>	See Riders TC1 and TC2	per Distribution System billing kW
<b>IV. Nuclear Decommissioning Charge:</b>	\$0.044	per Distribution System billing kW, See Rider NDC
<b>V. Transmission Cost Recovery Factor:</b>	See Rider TCRF	
<b>VI. Energy Efficiency Cost Recovery Factor:</b>	See Rider EECRF	
<b>VII. Competitive Meter Credit:</b>	See Rider CMC	

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

**6.1.1 Delivery System Charges**

Applicable: Entire Certified Service Area

Effective Date: September 25, 2011

Sheet: 1.3

Page 2 of 3

Revision: Five

**VIII. Advanced Metering Cost Recovery Factor:** See Rider AMCRF

**Other Charges or Credits**

**IX. Rate Case Expense Surcharge:** See Rider RCE per Distribution System billing kW

**X. State Colleges and Universities Discount:** See Rider SCUD

**COMPANY SPECIFIC APPLICATIONS**

At Company's option, locations where the electrical installation has multiple connections to Company's conductors, due to Company facilities limitations or design criteria, may be considered one Point of Delivery for billing purposes.

**DETERMINATION OF BILLING DEMAND FOR TRANSMISSION SYSTEM CHARGES**

**DETERMINATION OF NCP kW**

The NCP kW applicable under the Monthly Rate section shall be the kW supplied during the 15 minute period of maximum use during the billing month.

**DETERMINATION OF 4 CP kW**

The 4 CP kW applicable under the Monthly Rate section shall be the average of the Retail Customer's integrated 15 minute demands at the time of the monthly ERCOT system 15 minute peak demand for the months of June, July, August and September of the previous calendar year. The Retail Customer's average 4CP demand will be updated effective on January 1 of each calendar year and remain fixed throughout the calendar year. Retail Customers without previous history on which to determine their 4 CP kW will be billed at the applicable NCP rate under the "Transmission System Charge" using the Retail Customer's NCP kW.

**DETERMINATION OF BILLING DEMAND FOR DISTRIBUTION SYSTEM CHARGES**

**DETERMINATION OF ANNUAL LOAD FACTOR**

The Annual Load Factor for each premise shall be calculated using the previous year's usage for that premise ending with the December Bill Cycle. The Annual Load Factor shall apply for the following 12 billing months.

The Annual Load Factor calculation is as follows:

$$\frac{\text{kWh Used in 12 Billing Months Ending December}}{\text{Maximum NCP kW for the 12 Billing Months Ending December} * \text{Days in Billing Periods} * 24}$$

For premises with less than 12 months usage history, the available billing history shall be used for determining the Annual Load Factor. However, if less than 90 days of billing history is available, the premise shall be assumed to have an Annual Load Factor greater than 25%.

**DETERMINATION OF BILLING kW**

For loads whose maximum NCP kW established in the 11 months preceding the current billing month is less than or equal to 20 kW, the Billing kW applicable to the Distribution System Charge shall be the NCP kW for the current billing month.

For loads whose maximum NCP kW established in the 11 months preceding the current billing month is greater than 20 kW and their Annual Load Factor is less than or equal to 25%, the Billing kW applicable to the Distribution System Charge shall be the NCP kW for the current billing month. Billing kW applicable to Riders TC, NDC, RCE charges shall be the higher of the NCP kW for the current billing month or 80% of the highest monthly NCP kW established in the 11 months preceding

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

**6.1.1 Delivery System Charges**

Applicable: Entire Certified Service Area

Effective Date: September 25, 2011

Sheet: 1.3

Page 3 of 3

Revision: Five

---

the current billing month (80% ratchet).

For all other loads, the Billing kW applicable to the Distribution System Charge shall be the higher of the NCP kW for the current billing month or 80% of the highest monthly NCP kW established in the 11 months preceding the current billing month (80% ratchet).

The 80% ratchet and the Annual Load Factor Provisions shall not apply to Retail Seasonal Agricultural Customers.

**NOTICE**

This rate schedule is subject to the Company's Tariff and Applicable Legal Authorities.

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

**6.1.1 Delivery System Charges**

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

Sheet: 1.4  
Page 1 of 1  
Revision: Five

## **6.1.1.1.4 Primary Service Less Than or Equal to 10 kW**

### **AVAILABILITY**

This schedule is applicable to Delivery Service for non-residential purposes at primary voltage when such Delivery Service is to one Point of Delivery and measured through one Meter.

### **TYPE OF SERVICE**

Delivery Service will be single or three-phase, 60 hertz, at a standard primary voltage. Delivery Service will be metered using Company's standard meter provided for this type of Delivery Service, unless Retail Customer is eligible for and chooses a competitive meter provider. Any meter other than the standard meter provided by Company will be provided at an additional charge. Where Delivery Service of the type desired is not available at the Point of Delivery, additional charges and special contract arrangements may be required prior to Delivery Service being furnished, pursuant to Section 6.1.2.2 of this Tariff.

### **MONTHLY RATE**

#### **I. Transmission and Distribution Charges:**

Customer Charge	\$3.97	per Retail Customer
Metering Charge	\$12.21	per Retail Customer
Transmission System Charge	\$0.00	per kWh
Distribution System Charge	\$0.005100	per kWh

**II. System Benefit Fund:** \$0.000639 per kWh, See Rider SBF

**III. Transition Charge:** See Riders TC1 and TC2

**IV. Nuclear Decommissioning Charge:** \$0.000096 per kWh, See Rider NDC

**V. Transmission Cost Recovery Factor:** See Rider TCRF

**VI. Energy Efficiency Cost Recovery Factor:** See Rider EECRF

**VII. Competitive Meter Credit:** See Rider CMC

**VIII. Advanced Metering Cost Recovery Factor:** See Rider AMCRF

#### **Other Charges or Credits**

**IX. Rate Case Expense Surcharge:** See Rider RCE per kWh

**X. State Colleges and Universities Discount:** See Rider SCUD

### **NOTICE**

This rate schedule is subject to the Company's Tariff and Applicable Legal Authorities.

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

**6.1.1 Delivery System Charges**  
Applicable: Entire Certified Service Area  
Effective Date: September 25, 2011

Sheet: 1.5  
Page 1 of 2  
Revision: Five

## **6.1.1.1.5 Primary Service Greater Than 10 kW – Distribution Line**

### **AVAILABILITY**

This schedule is applicable to Delivery Service for non-residential purposes at primary voltage when such Delivery Service is to one Point of Delivery and measured through one Meter.

### **TYPE OF SERVICE**

Delivery Service will be single or three-phase, 60 hertz, at a standard primary voltage. Delivery Service will be metered using Company's standard meter provided for this type of Delivery Service, unless Retail Customer is eligible for and chooses a competitive meter provider. Any meter other than the standard meter provided by Company will be provided at an additional charge. Where Delivery Service of the type desired is not available at the Point of Delivery, additional charges and special contract arrangements may be required prior to Delivery Service being furnished, pursuant to 6.1.2.2 of this Tariff.

### **MONTHLY RATE**

#### **I. Transmission and Distribution Charges:**

Customer Charge	\$15.59	per Retail Customer
Metering Charge	\$27.02	per Retail Customer
Transmission System Charge		
Non-IDR Metered	\$0.00	per NCP kW
IDR Metered	\$0.00	per 4CP kW
Distribution System Charge	\$3.37	per Distribution System billing kW

**II. System Benefit Fund:** \$0.000639 per kWh, See Rider SBF

**III. Transition Charge:** See Rider TC1 and TC2 per Distribution System billing kW

**IV. Nuclear Decommissioning Charge:** \$0.045 per Distribution System billing kW, See Rider NDC

**V. Transmission Cost Recovery Factor:** See Rider TCRF

**VI. Energy Efficiency Cost Recovery Factor:** See Rider EECRF

**VII. Competitive Meter Credit:** See Rider CMC

**VIII. Advanced Metering Cost Recovery Factor:** See Rider AMCRF

#### **Other Charges or Credits**

**IX. Rate Case Expense Surcharge:** See Rider RCE per Distribution System billing kW

**X. State Colleges and Universities Discount:** See Rider SCUD

### **COMPANY SPECIFIC APPLICATIONS**

At Company's option, locations where the electrical installation has multiple connections to Company's conductors, due to Company facilities limitations or design criteria, may be considered one Point of Delivery for billing purposes.

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

**6.1.1 Delivery System Charges**

Applicable: Entire Certified Service Area

Effective Date: September 25, 2011

Sheet: 1.5

Page 2 of 2

Revision: Five

**DETERMINATION OF BILLING DEMAND FOR TRANSMISSION SYSTEM CHARGES**

**DETERMINATION OF NCP kW**

The NCP kW applicable under the Monthly Rate section shall be the kW supplied during the 15 minute period of maximum use during the billing month.

**DETERMINATION OF 4 CP kW**

The 4 CP kW applicable under the Monthly Rate section shall be the average of the Retail Customer's integrated 15 minute demands at the time of the monthly ERCOT system 15 minute peak demand for the months of June, July, August and September of the previous calendar year. The Retail Customer's average 4CP demand will be updated effective on January 1 of each calendar year and remain fixed throughout the calendar year. Retail Customers without previous history on which to determine their 4 CP kW will be billed at the applicable NCP rate under the "Transmission System Charge" using the Retail Customer's NCP kW.

**DETERMINATION OF BILLING DEMAND FOR DISTRIBUTION SYSTEM CHARGES**

**DETERMINATION OF BILLING kW**

For loads whose maximum NCP kW established in the 11 months preceding the current billing month is less than or equal to 20 kW, the Billing kW applicable to the Distribution System Charge shall be the NCP kW for the current billing month.

For all other loads, the Billing kW applicable to the Distribution System Charge shall be the higher of the NCP kW for the current billing month or 80% of the highest monthly NCP kW established in the 11 months preceding the current billing month (80% ratchet).

The 80% ratchet shall not apply to Retail Seasonal Agricultural Customers.

**NOTICE**

This rate schedule is subject to the Company's Tariff and Applicable Legal Authorities.

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

**6.1.1 Delivery System Charges**  
Applicable: Entire Certified Service Area  
Effective Date: September 25, 2011

Sheet: 1.6  
Page 1 of 2  
Revision: Two

### **6.1.1.1.6 - Primary Service Greater Than 10 kW – Substation**

#### **AVAILABILITY**

This schedule is applicable to Delivery Service taken directly from a Company-owned substation for non-residential purposes at primary voltage when such Delivery Service is to one Point of Delivery and measured through one Meter.

#### **TYPE OF SERVICE**

Delivery Service will be single or three-phase, 60 hertz, at a standard primary voltage. Delivery Service will be metered using Company's standard meter provided for this type of Delivery Service, unless Retail Customer is eligible for and chooses a competitive meter provider. Any meter other than the standard meter provided by Company will be provided at an additional charge. Where Delivery Service of the type desired is not available at the Point of Delivery, additional charges and special contract arrangements may be required prior to Delivery Service being furnished, pursuant to 6.1.2.2 of this Tariff.

#### **MONTHLY RATE**

##### **I. Transmission and Distribution Charges:**

Customer Charge	\$58.96	per Retail Customer
Metering Charge	\$206.97	per Retail Customer
Transmission System Charge	\$0.00	per 4CP kW
Distribution System Charge	\$0.94	per Distribution System billing kW

**II. System Benefit Fund:** \$0.000639 Per kWh, See Rider SBF

**III. Transition Charge:** See Rider TC1 and TC2 per Distribution System billing kW

**IV. Nuclear Decommissioning Charge:** \$0.045 per Distribution System billing kW, See Rider NDC

**V. Transmission Cost Recovery Factor:** See Rider TCRF per NCP kW or 4CP kW, as applicable

**VI. Energy Efficiency Cost Recovery Factor:** See Rider EECRF

**VII. Competitive Meter Credit:** See Rider CMC

**VIII. Advanced Metering Cost Recovery Factor:** See Rider AMCRF

##### **Other Charges and Credits**

**IX. Rate Case Expense Surcharge:** See Rider RCE per Distribution System billing kW

**X. State Colleges and Universities Discount:** See Rider SCUD

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

**6.1.1 Delivery System Charges**

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

Sheet: 1.6  
Page 2 of 2  
Revision: Two

**COMPANY SPECIFIC APPLICATIONS**

At Company's option, locations where the electrical installation has multiple connections to Company's conductors, due to Company facilities limitations or design criteria, may be considered one Point of Delivery for billing purposes.

**DETERMINATION OF BILLING DEMAND FOR TRANSMISSION SYSTEM CHARGES**

**DETERMINATION OF NCP kW**

The NCP kW applicable under the Monthly Rate section shall be the kW supplied during the 15 minute period of maximum use during the billing month.

**DETERMINATION OF 4 CP kW**

The 4 CP kW applicable under the Monthly Rate section shall be the average of the Retail Customer's integrated 15 minute demands at the time of the monthly ERCOT system 15 minute peak demand for the months of June, July, August and September of the previous calendar year. The Retail Customer's average 4CP demand will be updated effective on January 1 of each calendar year and remain fixed throughout the calendar year. Retail Customers without previous history on which to determine their 4 CP kW will be billed at the applicable NCP rate under the "Transmission System Charge" using the Retail Customer's NCP kW.

**DETERMINATION OF BILLING DEMAND FOR DISTRIBUTION SYSTEM CHARGES**

**DETERMINATION OF BILLING kW**

For loads whose maximum NCP kW established in the 11 months preceding the current billing month is less than or equal to 20 kW, the Billing kW applicable to the Distribution System Charge shall be the NCP kW for the current billing month.

For all other loads, the Billing kW applicable to the Distribution System Charge shall be the higher of the NCP kW for the current billing month or 80% of the highest monthly NCP kW established in the 11 months preceding the current billing month (80% ratchet).

The 80% ratchet shall not apply to Retail Seasonal Agricultural Customers.

**NOTICE**

This rate schedule is subject to the Company's Tariff and Applicable Legal Authorities.



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

**6.1.1 Delivery System Charges**  
Applicable: Entire Certified Service Area  
Effective Date: September 25, 2011

Sheet: 1.7  
Page 1 of 2  
Revision: Five

## **6.1.1.1.7 Transmission Service**

### **AVAILABILITY**

This schedule is applicable to Delivery Service for non-residential purposes at transmission voltage when such Delivery Service is to one Point of Delivery and measured through one Meter.

### **TYPE OF SERVICE**

Delivery Service will be three-phase, 60 hertz, at a standard transmission voltage. Delivery Service will be metered using Company's standard meter provided for this type of Delivery Service, unless Retail Customer is eligible for and chooses a competitive meter provider. Any meter other than the standard meter provided by Company will be provided at an additional charge. Where Delivery Service of the type desired is not available at the Point of Delivery, additional charges and special contract arrangements may be required prior to Delivery Service being furnished, pursuant to Section 6.1.2.2 of this Tariff.

### **MONTHLY RATE**

#### **I. Transmission and Distribution Charges:**

Customer Charge	\$99.75	per Retail Customer
Metering Charge	\$212.19	per Retail Customer
Transmission System Charge	\$0.00	per 4CP kW
Distribution System Charge	\$0.59	per Distribution System billing kW

**II. System Benefit Fund:** \$0.000630 per kWh, See Rider SBF

**III. Transition Charge:** See Riders TC1 and TC2 per Distribution System billing kW

**IV. Nuclear Decommissioning Charge:** \$0.046 per Distribution System billing kW, See Rider NDC

**V. Transmission Cost Recovery Factor:** See Rider TCRF

**VI. Energy Efficiency Cost Recovery Factor:** See Rider EECRF

**VII. Competitive Meter Credit:** See Rider CMC

#### **Other Charges or Credits**

**VIII. Rate Case Expense Surcharge:** See Rider RCE per Distribution System billing kW

**IX. State Colleges and Universities Discount:** See Rider SCUD

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

**6.1.1 Delivery System Charges**  
Applicable: Entire Certified Service Area  
Effective Date: September 25, 2011

Sheet: 1.7  
Page 2 of 2  
Revision: Five

**COMPANY SPECIFIC APPLICATIONS**

**DETERMINATION OF BILLING DEMAND FOR TRANSMISSION SYSTEM CHARGES**

**DETERMINATION OF 4 CP kW**

The 4 CP kW applicable under the Monthly Rate section shall be the average of the Retail Customer's integrated 15 minute demands at the time of the monthly ERCOT system 15-minute peak demand for the months of June, July, August and September of the previous calendar year.

Retail Customers without previous history on which to determine their 4 CP kW will be billed based on estimated 4 CP kW, in accordance with the following procedures:

- (a) Retail Customers having IDR data for fewer than 4 CP kW, but at least 2 CP kW, will be billed based on the average of the actual CP kW, so long as the CP kW are representative of the Retail Customer's expected load, as derived from engineering estimates. If the CP kW are not representative of the expected load, the estimated 4 CP kW will be set based on mutual agreement between the Retail Customer and the Company.
- (b) Retail Customers that do not have at least 2 CP kW will be billed by estimating the Retail Customer's 4 CP kW demand by applying a class coincidence factor to the Retail Customer's NCP kW, using the formula:

Estimated 4 CP kW = (NCP kW \* TCCF) where:

NCP kW is the highest 15-minute integrated demand of an individual Retail Customer served at transmission voltage during the month; and

TCCF is the transmission class coincidence factor for the months June, July, August, and September calculated from the Company's most recent UCOS proceeding using the following formula:

$$TCCF = \frac{\sum \text{Class CP kW for June, July, August, September}}{\sum \text{Class NCP kW for June, July, August, September}}$$

Where:

Class CP kW is the transmission voltage rate class' 15-minute demand at the time of the ERCOT CP and Class NCP kW is the transmission voltage class' maximum 15-minute demand during a month.

**DETERMINATION OF BILLING DEMAND FOR DISTRIBUTION SYSTEM CHARGES**

**DETERMINATION OF BILLING kW**

The Billing kW applicable to the Distribution System Charge shall be the higher of the NCP kW for the current billing month or 80% of the highest monthly NCP kW established in the 11 months preceding the current billing month (80% ratchet).

The 80% ratchet shall not apply to Retail Seasonal Agricultural Customers.

**NOTICE**

This rate schedule is subject to the Company's Tariff and Applicable Legal Authorities.

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

**6.1.1 Delivery System Charges**

Applicable: Entire Certified Service Area

Effective Date: September 25, 2011

Sheet: 1.8

Page 1 of 7

Revision: Seven

## 6.1.1.1.8 Lighting Service

### Street Lighting Service

#### AVAILABILITY

Applicable to Competitive Retailer for street lighting, pedestrian walkway lighting, and overhead sign lighting service to governmental entities in areas served by Company. Overhead sign lighting is available only under the provisions of Schedule D of the Monthly Rate - Unmetered Facilities or the Monthly Rate - Metered Facilities - Non-Company-Owned provisions or the appropriate Secondary Service or Primary Service Rate Schedule.

#### TYPE OF SERVICE

Single or three phase, 60 hertz, at any of the Company's standard secondary or primary service voltages as required by Competitive Retailer. Where existing distribution facilities are not adjacent to the point of delivery, additional charges and special contract arrangements may be required prior to its being furnished. If service is provided at primary voltage, Company may at its option meter service on the secondary side of the governmental entity's transformers and adjust for transformer losses in accordance with Company's Tariff for Retail Delivery Service.

#### MONTHLY RATE

##### **I. Unmetered Facilities**

**Points of Delivery (POD) Charge: \$55.12 per governmental entity served by the Competitive Retailer.**

Lamp	Watts	Lumens	kWh	Schedule			Rectangular*	Post-Top*
				A	B*	C* and D		
Mercury Vapor * (See Note 1)	175	7,900	70	\$10.07	\$14.32	\$1.50	\$25.82	\$9.24
	400	21,000	150	\$11.01	\$19.31	\$3.07	N.A.	N.A.
	1,000	63,000	370	\$13.96	\$23.37	\$7.39	N.A.	N.A.
Sodium Vapor	100	9,500	40	\$9.79	\$14.04	\$0.91	\$25.60	\$8.97
	150	16,000	70	\$10.31	\$15.64	\$1.50	N.A.	N.A.
	200	22,000	80	\$10.36	\$18.66	\$1.69	N.A.	N.A.
	250	27,500	100	\$10.58	\$18.87	\$2.08	\$24.76	N.A.
	400	50,000	160	\$12.00	\$21.41	\$3.26	N.A.	N.A.
	1,000*	140,000	375	\$13.92	\$23.36	\$7.48	N.A.	N.A.
Metal Halide	150	14,000	65	\$11.99	N.A.	\$1.40	N.A.	N.A.
	175 (see note 2)	14,000	65	\$12.00	\$18.16	\$1.40	N.A.	N.A.
	250	25,000	100	\$13.83	\$21.63	\$2.08	\$35.39	N.A.
	400	36,000	160	\$14.25	\$22.27	\$3.26	\$35.39	N.A.
	1,000*	110,000	370	\$17.16	\$25.16	\$7.39	\$39.60	N.A.
LED/Low Wattage (See Note 3)	100		40	N.A.	N.A.	\$0.91	N.A.	N.A.
Other								
Incandescent*	All			\$9.79				
Historical*								
Mercury Vapor	175	7,900	70	\$10.06				
Sodium Vapor	100	9,500	40	\$9.79				
Sodium Vapor	150	16,000	70	\$10.31				
Metal Halide	175	14,000	65	\$11.98				

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

**6.1.1 Delivery System Charges**

Applicable: Entire Certified Service Area

Effective Date: September 25, 2011

Sheet: 1.8

Page 2 of 7

Revision: Seven

Note 1: Mercury Vapor options are closed to new installations. Company will continue to maintain existing Mercury Vapor installations and will, at Company's option, install a Metal Halide ballast in place of a failed Mercury Vapor ballast. As existing fixtures are damaged and must be replaced, Retail Customer will have the option to switch its service to the lamp type as specified in Mercury Vapor Fixture Replacement Schedule below or to cancel service at no cost. Existing 250 Watt Mercury Vapor lighting will be billed at same rate as 175 Watt.

Note 2: 175 Watt Metal Halide option is closed to new installations. Company will continue to maintain existing 175 watt metal halide lamps as long as replacement lamps are available. When replacement lamps are no longer available, Company will replace failed 175 watt metal halide lamps with 150 watt metal halide lamps. Customer will have the option to cancel 175 watt service at no cost.

Note 3: LED and other low wattage installations (100 watts or below) not listed above shall be billed under Schedule D and have a calculated consumption of 40 kWh per lamp per month.

\* Closed to new street lighting installations

<b>II. System Benefit Fund:</b>	\$0.000654	per kWh, See Rider SBF
<b>III. Transition Charge:</b>	See Riders TC1 and TC2	
<b>IV. Nuclear Decommissioning Charge:</b>	\$0.000147	per kWh, See Rider NDC
<b>V. Transmission Cost Recovery Factor:</b>	See Rider TCRF	
<b>VI. Energy Efficiency Cost Recovery Factor:</b>	See Rider EECRF	
<b>VII. Advanced Metering Cost Recovery Factor:</b>	See Rider AMCRF	
<b>Other Charges or Credits</b>		
<b>VIII. Rate Case Expense Surcharge:</b>	See Rider RCE	per kWh
<b>IX. State Colleges and Universities Discount:</b>	See Rider SCUD	

**DEFINITIONS**

**Pedestrian Walkway Lighting:**

Pedestrian walkway lighting is used to illuminate sidewalks along municipally-owned streets and roads and within municipally-owned parks and recreational areas.

**Standard Allowance:**

An amount equal to the average installed cost of a street light of a type normally used by Company and served either overhead or underground.

**Repair and Maintenance:**

Repair consists of the repair or replacement of any individual component associated with the pole or fixture that allows the facility to operate safely and effectively. Maintenance includes photocell replacement and cleaning of lens at the time of bulb replacement. Repair and Maintenance do not include painting or straightening of poles unless Company determines that safety or operation is adversely affected.

**Replacement:**

Replacement includes only the complete replacement of the street light luminaire and pole caused by impacts related to weather, construction, or traffic accidents.

**For street lights installed after the effective date of this revision, Schedules A and D are defined as follows:**

Schedule A applies to Company installed, owned, operated, and maintained street lights of the types and sizes provided in the chart under Section I. Unmetered Facilities.

Schedule D applies to Retail Customer owned, operated and maintained street lights and overhead sign lights or where such lights are installed by a governmental entity for the use of Retail Customer, and Company supplies distribution service to Retail Customer for the operation of the street lights or overhead sign lights. Company does not provide maintenance to Schedule D lights in accordance with this tariff.

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

**6.1.1 Delivery System Charges**

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

Sheet: 1.8  
Page 3 of 7  
Revision: Seven

**For street lights installed prior to the effective date of this revision, Schedules A, B, C, and D are defined as follows:**

**Schedule A applies to:**

Company installed, owned, operated, and maintained street lights mounted on wood poles and served overhead.

Company installed, owned, operated, and maintained street lights mounted on wood, steel, or ornamental poles of a type normally used by Company, and served overhead or underground, and Retail Customer has contributed to Company an amount equivalent to the difference between the total installed cost of such street lighting and the total installed cost of an equivalent lighting system mounted on wood poles and served overhead.

**Schedule B applies to:**

Company installed, owned, operated, and maintained street lights mounted on steel or other ornamental poles of a type normally used by Company and served overhead. If the number of steel and/or other ornamental poles exceeds the number of such poles on which lights are mounted, there will be an additional charge of \$5.34 per month for each such excess pole. Where two street lights with lamps of the same size are mounted on the same steel and/or other ornamental pole, Schedule B applies to one of the lights and Schedule A to the other.

Company installed, owned, operated, and maintained street lights mounted on steel or other ornamental poles of a type normally used by Company and served underground, and Retail Customer has contributed to Company an amount equivalent to the difference between the total installed cost of the underground circuits serving the street lights and the total installed cost of overhead circuits. Where two street lights with lamps of the same size are mounted on the same steel and/or other ornamental pole, Schedule B applies to one of the lights and Schedule A to the other.

**Schedule C applies to:**

Street lights installed for the use of Retail Customer by Retail Customer or by a governmental subdivision. All equipment replacement and maintenance is performed by Retail Customer or the governmental subdivision. Company provides lamp replacement service only which includes lamp and labor (unless otherwise requested in writing by Retail Customer).

Company owned street lights mounted on steel or other ornamental poles of a type not normally used by Company, and Retail Customer has contributed to Company an amount equivalent to the entire construction cost of the street lighting facilities including luminaires and circuits.

Company operates all street lights under Schedule C (must be of a type suitable for use with the lamp sizes provided for herein) and makes all normal lamp replacements which includes lamp and labor at its expense. All other maintenance will be billed to Retail Customer on the basis of actual costs including appropriate overhead expenses.

**Schedule D applies to:**

Retail Customer operated and maintained street lights and overhead sign lights or where such lights are installed by a governmental subdivision for the use of Retail Customer, and Company supplies distribution service to Retail Customer for the operation of the street lights or overhead sign lights.

**CONVERSION OR REPLACEMENT OF EXISTING FACILITIES**

Company will convert existing Company-owned facilities (size or type of luminaire) to a different Company-offered size or type of luminaire upon request of and payment by Retail Customer of an amount equal to the estimated cost of such conversion, including labor and materials, less the salvage value of the existing facilities.

Company will replace existing lighting facilities upon request of and payment by Retail Customer of an amount equal to the estimated removal cost less salvage value of existing facilities. Installation of new facilities requested by Retail Customer will be performed pursuant to the Standard Allowance described above.

**Customer Requested Removal of Existing Facilities**

Company will remove existing facilities upon request by Retail Customer if Customer pays an amount pursuant to Section 6.1.2.1, Charge No. SD16.

**SPECIAL CONDITIONS**

For billing purposes the monthly street lighting and overhead sign lighting burning hours are 333 hours per month and all connections and disconnections are assumed to have occurred at the beginning of the current month's billing period.

Retail Customer-owned unmetered lamps other than those of the lamp sizes shown under Schedule D existing prior to the effective date of this tariff are billed under the metered rate and the amount of monthly energy is determined by multiplying the connected load (including ballast) by the number of burning hours.

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

**6.1.1 Delivery System Charges**

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

Sheet: 1.8  
Page 4 of 7  
Revision: Seven

New Service provided to customer-owned street light other than the types and sizes provided in Schedule D will be provided under the appropriate Secondary Service or Primary Service Rate Schedule.

Company reserves the right to discontinue service at locations where excessive maintenance and/or lamp replacement occur, or Company may charge Retail Customer for such maintenance and/or lamp replacements. Company makes all connections and disconnections to its distribution system.

Company-owned, operated, and maintained lighting facilities shall be installed in accordance with National Electrical Safety Code standards.

**AGREEMENT**

An Agreement for Street Lighting Service with a term of not less than ten years is required.

**NOTICE**

This rate schedule is subject to the Company's Tariff and Applicable Legal Authorities.

**MONTHLY RATE**

**I. Metered Facilities – Non-Company Owned**

Applicable for distribution service supplied at one point of delivery and measured through one meter to Retail Customer owned, operated and maintained street and highway lighting, overhead sign lighting, and incidental safety lighting equipment which operates same hours as normal street lighting.

Customer Charge	\$2.32	per Retail Customer
Metering Charge	\$12.42	per Retail Customer
Distribution System Charge	\$0.016407	per kWh
II. System Benefit Fund:	\$0.000654	per kWh, See Rider SBF
III. Transition Charge:	See Riders TC1 and TC2	
IV. Nuclear Decommissioning Charge:	\$0.000147	per kWh, See Rider NDC
V. Transmission Cost Recovery Factor:	See Rider TCRF	
VI. Energy Efficiency Cost Recovery Factor:	See Rider EECRF	
VII. Competitive Meter Credit:	See Rider CMC	
VIII. Advanced Metering Cost Recovery Factor:	See Rider AMCRF	
<b>Other Charges or Credits</b>		
IX. Rate Case Expense Surcharge:	See Rider RCE	per kWh
X. State Colleges and Universities Discount:	See Rider SCUD	

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

6.1.1 Delivery System Charges  
Applicable: Entire Certified Service Area  
Effective Date: September 25, 2011

Sheet: 1.8  
Page 5 of 7  
Revision: Seven

**MONTHLY RATE**

**I. Metered Facilities - Company-Owned (Closed to new installations)**

Customer Charge	\$2.32	per Retail Customer
Metering Charge	\$12.42	per Retail Customer
Distribution System Charge	\$0.116407	per kWh
II. System Benefit Fund:	\$0.000654	per kWh, See Rider SBF
III. Transition Charge:	See Riders TC1 and TC2	
IV. Nuclear Decommissioning Charge:	\$0.000147	per kWh, See Rider NDC
V. Transmission Cost Recovery Factor:	See Rider TCRF	
VI. Energy Efficiency Cost Recovery Factor:	See Rider EECRF	
VII. Competitive Meter Credit:	See Rider CMC	
VIII. Advanced Metering Cost Recovery Factor:	See Rider AMCRF	

**Other Charges or Credits**

IX. Rate Case Expense Surcharge:	See Rider RCE	per kWh
X. State Colleges and Universities Discount:	See Rider SCUD	

**MERCURY VAPOR FIXTURE REPLACEMENT SCHEDULE**

For Company-owned lights, when existing mercury vapor fixtures require replacement, Company will make such replacements with comparable high pressure sodium vapor lighting at no cost, as specified below:

Existing Mercury Vapor Lighting :			Sodium Vapor Replacement :		
<u>Wattage</u>	<u>Lumens</u>	<u>kWh</u>	<u>Wattage</u>	<u>Lumens</u>	<u>kWh</u>
175	7,900	70	100	9,500	40
400	21,000	150	200	22,000	80
1,000	63,000	370	400	50,000	160

Upon replacement, Retail Customer will be billed at the applicable facilities charge and associated kWh usage for the sodium vapor replacement lighting.

Upon request of the Retail Customer, Company will convert or replace existing mercury vapor lighting to street lighting options other than those indicated above, as stated in "CONVERSION OR REPLACEMENT OF EXISTING FACILITIES."

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

**6.1.1 Delivery System Charges**  
Applicable: Entire Certified Service Area  
Effective Date: September 25, 2011

Sheet: 1.8  
Page 6 of 7  
Revision: Seven

## Outdoor Lighting Service (CLOSED)

### AVAILABILITY

Applicable to Competitive Retailers for unmetered lighting service supplied exclusively to one or more existing outdoor lamps as specified below operating automatically from dusk to dawn.

Not applicable to street lighting.

### MONTHLY RATE

#### **I. Unmetered Facilities**

**Point of Delivery (POD) Charge: \$1.30 per premise.**

##### **Guard Lights**

Type	Watts	kWh	Lumens	Facilities Charge
Mercury Vapor (See Note 1)	175	70	7,900	\$6.78
	400	150	21,000	\$10.34
Sodium Vapor	100	40	9,500	\$6.37
	200	80	22,000	\$9.03

Note 1: Company will continue to maintain existing Mercury Vapor installations and will, at Company's option, install a Metal Halide ballast in place of a failed Mercury Vapor ballast. As existing fixtures are damaged and must be replaced, Retail Customer will have the option to switch its service to another lamp type as specified in Mercury Vapor Fixture Replacement Schedule below or cancel service at no cost.

##### **Flood Lights**

Type	Watts	kWh	Lumens	Facilities Charge
Metal Halide	175	65	14,000	\$8.78
	250	100	25,000	\$11.95
	400	160	36,000	\$14.40
	1000	370	110,000	\$25.25
Sodium Vapor	100	40	9,500	\$8.68
	200	80	22,000	\$9.03
	250	100	27,000	\$11.14
	400	160	50,000	\$14.25
	1000	375	140,000	\$26.10

**II. System Benefit Fund:** \$0.000654 per kWh, See Rider SBF

**III. Transition Charge:** See Riders TC1 and TC2

**IV. Nuclear Decommissioning Charge:** \$0.000147 per kWh, See Rider NDC

**V. Transmission Cost Recovery Factor:** See Rider TCRF

**VI. Energy Efficiency Cost Recovery Factor:** See Rider EECRF

**VII. Competitive Meter Credit:** See Rider CMC



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

**6.1.1 Delivery System Charges**

Applicable: Entire Certified Service Area

Effective Date: September 25, 2011

Sheet: 1.8

Page 7 of 7

Revision: Seven

**VIII. Advanced Metering Cost Recovery Factor:** See Rider AMCRF

**Other Charges or Credits**

**IX. Rate Case Expense Surcharge:** See Rider RCE per kWh

**X. State Colleges and Universities Discount:** See Rider SCUD

Extra Spans: Plus \$2.85 per span of secondary line installed hereunder in excess of one span per light.

**MERCURY VAPOR FIXTURE REPLACEMENT SCHEDULE**

When existing mercury vapor fixtures require replacement, Company will make such replacements with comparable high pressure sodium vapor lighting at no cost as specified below:

<b>Existing Mercury Vapor Lighting :</b>			<b>Sodium Vapor Replacement :</b>		
<b><u>Wattage</u></b>	<b><u>Lumens</u></b>	<b><u>kWh</u></b>	<b><u>Wattage</u></b>	<b><u>Lumens</u></b>	<b><u>kWh</u></b>
175	7,900	70	100	9,500	40
400	21,000	150	200	22,000	80

Upon replacement, Retail Customer will be billed at the applicable facilities charge and associated kWh usage for the sodium vapor replacement lighting.

**MAINTENANCE OF FACILITIES**

Company will maintain all facilities incidental to providing this service, including replacement of burned-out lamps.

Company reserves the right to discontinue service at locations where excessive maintenance and/or lamp replacements are, in Company's sole judgment, likely to or actually do occur.

**REMOVAL OF EXISTING FACILITIES**

Except as specified above, Company will replace existing Company-owned luminaires with any of the outdoor lighting options above or remove the existing luminaire upon request of and payment by Retail Customer in accordance with the Company's Standard Discretionary Service Charge, SD15 – Security Light Removal, for each luminaire to cover the labor cost of removal and Company's average unamortized investment in the existing luminaire. This charge is applicable to all replacements whether or not an outdoor lighting service is active or inactive or a customer change has taken or is taking place.

**NOTICE**

This rate schedule is subject to the Company's Tariff and Applicable Legal Authorities.

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

**6.1.1 Delivery System Charges**

Applicable: Entire Certified Service Area Except Area previously served by TXU SESCO  
Effective Date: August 15, 2011

Sheet: 2.1  
Page 1 of 7  
Revision: Eleven

## **6.1.1.2 Schedule TC**

### **6.1.1.2.1 Rider TC1 - Transition Charge**

#### **APPLICATION**

Applicable, pursuant to Subchapter G, of Chapter 39 of the Public Utility Regulatory Act (PURA), to all existing or future retail customers taking transmission and/or distribution service from the Company and to the facilities, premises, and loads of those retail customers, within the Company's geographical certificated service area as it existed on May 1, 1999. This schedule also applies to:

1. Retail customers taking service at facilities, premises, or loads located within the Company's geographical service area as it existed on May 1, 1999 who are not presently receiving transmission and/or distribution service from the Company, but whose present facilities, premises, or loads received transmission and/or distribution service from the Company at any time on or after May 1, 1999 when a request to change service to another utility was not pending.
2. Retail customers whose load is served by New On-site Generation (NOSG) as defined by P.U.C. SUBST. R. 25.342(c)(1).
3. Public retail customers located within the service area who purchase power from the General Land Office under PURA § 35.102.

Beginning on the first billing cycle after the issuance of transition bonds issued to recover the Company's regulatory assets and other qualified costs and continuing until the date customer choice begins in the power region in which the Company is located, there is recorded in a separate account, for that purpose, an amount equal to the amount collected by the application of this rate to be used to repay the principal and interest and ongoing fees and expenses on the transition bonds. After customer choice begins in the power region in which the Company is located, the amount calculated pursuant to this rate will be billed to retail electric providers (REP) based on individual retail customer consumption.

#### **METHOD OF CALCULATION**

- (a) For all retail customers on each retail rate schedule.

The transition charge is calculated for each regulatory asset recovery class by the application of a Transition Charge Factor, determined in accordance with the following formula\*:

Transition Charge Factor (TCF) =  $[(TC \times RAAF) + A] / K$ , where:

TC = Total Recovery Amount corresponding to the length of the Recovery Period is an amount necessary to recover the principal and interest and ongoing fees and expenses associated with the bonds, debentures, notes, certificates of participation or of beneficial interest, or other evidence of indebtedness or ownership that are issued by the Company, its successors, or an assignee under a Public Utility Commission of Texas approved financing order.

RAAF = Regulatory Asset Allocation Factor for each class as shown in the table below.

A = True-up amount for each regulatory asset recovery class as contained in a notification filed with the Commission under PURA § 39.003, subject to Commission review within 15 days of filing.

K = The Company's most current estimated kWh or kW sales by regulatory asset recovery class for the length of the Recovery Period as contained in a notification filed with the Commission under PURA § 39.003, subject to Commission review within 15 days of filing.

\*For the General Service Secondary and General Service Primary classes, the two-step procedure described in the Financing Order for Docket No. 21527 will be used to calculate a TCF in \$/kWh for non-demand metered customers and a TCF in \$/kW for demand-metered customers.

For the purpose of this formula, Recovery Period means, pursuant to PURA § 39.307, a period not to exceed 12 months.

- (b) Regulatory Asset Allocation Factors (RAAF) and associated Transition Charge Factors for each regulatory asset recovery class are as follows:

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

**6.1.1 Delivery System Charges**

Applicable: Entire Certified Service Area Except Area previously served by TXU SESCO  
Effective Date: August 15, 2011

Sheet: 2.1  
Page 2 of 7  
Revision: Eleven

<b>Regulatory Asset Recovery Class</b>	<b>Rate Schedule</b>	<b>Regulatory Asset Allocation Factor (RAAF)</b>	<b>Transition Charge Factors (TCF)</b>
Residential Service	R, RLU, RTU, RTU1, RTU1-M, RRE	0.412705	See Page 7 of 7
General Service Secondary	GS, S-Sec, GSR, MS, MP-Sec GTU-Sec, GTU-M-Sec, RTP-Sec, GC-Sec, and all riders excluding Interruptible	0.447323	See Page 7 of 7
General Service Primary	GP, S-Pri, GPR, MS-Pri, MP-Pri, GTU-Pri, GTU-M-Pri, RTP-Pri, GC-Pri, and all riders excluding interruptible	0.058982	See Page 7 of 7
High Voltage Service	HV, S-Tran, HVR, GTU-Tran GTU-M-Tran, RTP-Tran, GC-Tran, and all riders excluding interruptible	0.027875	See Page 7 of 7
Lighting Service	OL, SL, SL-Pri	0.006836	See Page 7 of 7
Instantaneous Interruptible	GSI, GPI, HVI, SSI, SPI, STI, GSRTPI1, GSRTPI1, GSRTPID, GPRTPI1, GPRTPI1, GPRTPID, HVRI, HVRTPI1, HVRTPID, and applicable riders	0.018568	See Page 7 of 7
Noticed Interruptible	GSNI, GSNB, GPNI, GPNB, HVNI, NVNB, GTUC-Sec, GTUC-Pri, GTUC-Tran, GTUC-M-Sec, GTUC-M-Pri, GTUC-M-Tran, GSRTPI1, GPRTPI1, HVRTPI1, and applicable riders.	0.027711	See Page 7 of 7

Should any of the Regulatory Asset Recovery Classes cease to have any customers, the Regulatory Asset Allocation Factor will be adjusted proportionately such that the total RAAF equals 1.000.

For Rate S and Rider SI customers, the transition charge will be a pro-rated daily demand charge based on the otherwise applicable non-standby transition charge.

- (a) The Transition Charge Amount for each customer is determined by multiplying the applicable Transition Charge Factor (TCF) by the customer's kWh or kW usage in the billing month. The Transition Charge Amount for each customer is determined to the nearest whole cent.
- (b) Each customer receiving service on or before May 1, 1999 will be assigned to the specific Regulatory Asset Recovery Class associated with the principal rate schedule under which a majority of the customer's service was provided on May 1, 1999, and shall remain in said Regulatory Asset Recovery Class until customer ceases receiving regulated service from Oncor Electric Delivery Company LLC, except as provided for in PURA § 39.252(b)(1) and (c).
- (c) Any customer not previously served by TXU Electric and initiating service after May 1, 1999 and prior to January 1, 2002, will be assigned to the specific Regulatory Asset Recovery Class associated with the principal rate schedule under which a majority of the customer's service was initially provided and shall remain in said Regulatory Asset Recovery Class until customer ceases receiving regulated service from Oncor Electric Delivery Company LLC, except as provided for in PURA § 39.252(b)(1) and (c).
- (d) Each customer initiating service on or after January 1, 2002, will be assigned to a specific Regulatory Asset Recovery Class on the basis of the principal rate schedule under which the majority of the customer's load would have been served as of May 1, 1999.

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

**6.1.1 Delivery System Charges**

Applicable: Entire Certified Service Area Except Area previously served by TXU SESCO  
Effective Date: August 15, 2011

Sheet: 2.1  
Page 3 of 7  
Revision: Eleven

**NON-STANDARD TRUE-UP PROCEDURE**

In the event that the forecasted billing units for one or more of the Transition Charge customer classes for an upcoming period decreases by more than 10% of the billing units from the 12 months ending April 30, 1999, the Servicer shall make a non-standard true-up filing at least 90 days before the date of the next true-up adjustment. The true-up shall be conducted in the following manner. The Servicer shall:

- (a) allocate the upcoming period's Periodic Billing Requirement based on the Rafts approved in the Financing Order;
- (b) calculate undercollections or overcollections from the preceding period in each class;
- (c) sum the amounts allocated to each customer class in steps (a) and (b) above to determine an adjusted Periodic Billing Requirement for each customer class;
- (d) divide the Periodic Billing Requirement for each customer class by the maximum of the forecasted billing units or the threshold billing units for that class, to determine the threshold rate;
- (e) multiply the threshold rate by the forecasted billing units for each class to determine the expected collections under the threshold rate;
- (f) allocate the difference in the adjusted Periodic Billing Requirement and the expected collections calculated in step (e) among the transition charge customer classes using the RAAFs approved in this Financing Order;
- (g) add the amount allocated to each class in step (f) above to the expected collection amount by class calculated in step (e) above to determine the final Periodic Billing Requirement for each class; and
- (h) divide the final Periodic Billing Requirement for each class by the forecasted billing units to determine the transition charge rate by class for the upcoming period. For the General Service Secondary and General Service Primary classes, the two-step procedure described in the Financing Order for Docket No. 21527 will be used to calculate a TCF in \$/kWh for non-demand-metered customers and a TCF in \$/kW for demand-metered customers.

A proceeding for the purpose of approving a non-standard true-up should be conducted in the following manner:

- (a) The servicer will make a "non-standard true-up filing" with the Commission at least 90 days before the date of the proposed true-up adjustment. The filing will contain the proposed changes to the transition charge rates, justification for such changes as necessary to specifically address the cause(s) of the proposed non-standard true-up, and a statement of the proposed true-up date.
- (b) Concurrently with the filing of the non-standard true-up with the Commission, the servicer will notify all parties in Docket No. 21527 of the filing of the proposal for a non-standard true-up.
- (c) The servicer will issue appropriate notice and the Commission will conduct a contested case proceeding on the non-standard true-up proposal pursuant to PURA § 39.003.

The scope of the proceeding will be limited to determining whether the proposed adjustment complies with this Financing Order. The Commission will issue a final order by the proposed true-up adjustment date stated in the non-standard true-up filing. In the event that the Commission cannot issue an order by that date, the servicer will be permitted to implement its proposed changes. Any modifications subsequently ordered by the Commission will be made by the servicer in the next true-up filing.

**BILLING AND COLLECTION**

The billing and collection of TC Rates may differ as set forth in this schedule. The terms and conditions for each party are set forth below:

**1) Billing and Collection Prior to Customer Choice**

**A. Billing by the Servicer to end-use customers:**

1. Applicable to consumption of all current retail customers.
2. Payment terms identical to present retail rates.
3. Right to terminate for non-payment pursuant to P.U.C. SUBST. R. 25.28 and 25.29, or any successor rule(s).

**B. Billings by Servicer to other electric utilities, municipally owned utilities, and cooperatives:**

1. Applicable to former retail customers of the Company in multiply-certificated service areas now taking service from other utilities or cooperatives, if the customer did not have a request to switch service pending as of May 1, 1999.

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

**6.1.1 Delivery System Charges**

Applicable: Entire Certified Service Area Except Area previously served by TXU SESCO  
Effective Date: August 15, 2011

Sheet: 2.1  
Page 4 of 7  
Revision: Eleven

2. Charges subject to this tariff must be paid in full by the other utility or cooperative to the Servicer 16 days after billing by the Servicer regardless of whether the utility or cooperative collects such charges from the end-use retail customer.

**C. Billings by Servicer to Non-eligible Self-generation (NESG):**

1. Applicable to end use consumption served by on-site non-eligible self-generation.
2. Payment terms pursuant to the Commission's rules.
3. Right to terminate for non-payment pursuant to P.U.C. SUBST. R. 25.28 and 25.29, or any successor rule(s).

**2) Billing and Collection Subsequent to Customer Choice**

**A. Billings by Servicer to other electric utilities, municipally owned utilities, and cooperatives:**

1. Applicable to former retail customers of the Company in multiply-certificated service areas now taking service from other utilities or cooperatives.
2. Charges subject to this tariff must be paid in full by the other electric utility or cooperative to the Servicer 35 days after billing by the Servicer regardless of whether the utility or cooperative collects such charges from the end-use retail customer.

**B. Billings by Servicer to NESG:**

1. Applicable to end-use consumption served by on-site non-eligible self generation.
2. Payment terms pursuant to the Commission's rules.
3. Right to terminate for non-payment pursuant to the Commission's rules.

**C. Billings by the REP or its Replacement to End-Use Customers:**

1. Applicable to consumption of all retail end-use customers served by the REP for which TCs apply, including applicable former customers and NESG, under the following conditions:
2. REPs shall provide the Servicer with full and timely information necessary to provide proper reporting and for billing and true-up adjustments.
3. Each REP must (1) have a long-term, unsecured credit rating of not less than "BBB-" and "Baa3" (or the equivalent) from Standard & Poor's and Moody's Investors Service, respectively, or (2) provide (A) a deposit of two months' maximum expected Transition Charge collections in the form of cash, (B) an affiliate guarantee, surety bond, or letter of credit providing for payment of such amount of Transition Charge collections in the event that the REP defaults in its payment obligations, or (C) a combination of any of the foregoing. A REP that does not have or maintain the requisite long-term, unsecured credit rating may select which alternate form of deposit, credit support, or combination thereof it will utilize, in its sole discretion. The Indenture Trustee shall be the beneficiary of any affiliate guarantee, surety bond or letter of credit. The provider of any affiliate guarantee, surety bond, or letter of credit must have and maintain a long-term, unsecured credit ratings of not less than "BBB-" and "Baa3" (or the equivalent) from Standard & Poor's and Moody's Investors Service, respectively.
4. If the long-term, unsecured credit rating from either Standard & Poor's or Moody's Investors Service of a REP that did not previously provide the alternate form of deposit, credit support, or combination thereof or of any provider of an affiliate guarantee, surety bond, or letter of credit is suspended, withdrawn, or downgraded below "BBB-" or "Baa3" (or the equivalent), the REP must provide the alternate form of deposit, credit support, or combination thereof, or new forms thereof, in each case from providers with the requisite ratings, within 10 business days following such suspension, withdrawal, or downgrade. A REP failing to make such provision must comply with the provisions set forth in Paragraph 3 of the next section, Billings by the Servicer to the REP or its Replacement (when applicable).
5. The computation of the size of a required deposit shall be agreed upon by the Servicer and the REP, and reviewed no more frequently than quarterly to ensure that the deposit accurately reflects two months' maximum collections. Within 10 business days following such review, (1) the REP shall remit to the Indenture Trustee the amount of any shortfall in such required deposit or (2) the Servicer shall instruct the Indenture Trustee to remit to the REP any amount in excess of such required deposit. A REP failing to so remit any such shortfall must comply with the provisions set forth in Paragraph 3 of the next section, Billings by the Servicer to the REP or its

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

**6.1.1 Delivery System Charges**

Applicable: Entire Certified Service Area Except Area previously served by TXU SESCO  
Effective Date: August 15, 2011

Sheet: 2.1  
Page 5 of 7  
Revision: Eleven

Replacement (when applicable). REP cash deposits shall be held by the Indenture Trustee, maintained in a segregated account, and invested in short-term high quality investments, as permitted by the rating agencies rating the Transition Bonds. Investment earnings on REP cash deposits shall be considered part of such cash deposits so long as they remain on deposit with the Indenture Trustee. At the instruction of the Servicer, cash deposits will be remitted with investment earnings to the REP at the end of the term of the Transition Bonds unless otherwise utilized for the payment of the REP's obligations for Transition Bond payments. Once the deposit is no longer required, the Servicer shall promptly (but not later than 30 calendar days) instruct the Indenture Trustee to remit the amounts in the segregated accounts to the REP.

6. In the event that a REP or the Provider of Last Resort (POLR) is billing customers for TCs, the REP shall have the right to transfer the customer to the POLR (or to another certified REP) or to direct the Servicer to terminate transmission and distribution service to the end-use customer for non-payment by the end-use customer pursuant to applicable Commission rules.

**D. Billings by the Servicer to the REP or its Replacement (when applicable):**

1. Applicable to all consumption subject to REP billing of TCs.
2. Payments of TCs are due 35 calendar days following each billing by the Servicer to the REP, without regard to whether or when the REP receives payment from its retail customers. The Servicer shall accept payment by electronic funds transfer (EFT), wire transfer (WT) and/or check. Payment will be considered received the date the EFT or WT is received by the Servicer, or the date the check clears. A 5% penalty is to be charged on amounts received after 35 calendar days; however, a 10-calendar-day grace period will be allowed before the REP is considered to be in default. A REP in default must comply with the provisions set forth in Paragraph 3 below. The 5% penalty will be a one-time assessment measured against the current amount overdue from the REP to the Servicer. The current amount consists of the total unpaid Transition Charges existing on the 36<sup>th</sup> calendar day after billing by the Servicer. Any and all such penalty payments will be made to the indenture trustee to be applied against Transition Charge obligations. A REP shall not be obligated to pay the overdue Transition Charges of another REP. If a REP agrees to assume the responsibility for the payment of overdue Transition Charges as a condition of receiving the customers of another REP who has decided to terminate service to those customers for any reason, the new REP shall not be assessed the 5% penalty upon such Transition Charges; however, the prior REP shall not be relieved of the previously assessed penalties.
3. After the 10 calendar-day grace period (the 45<sup>th</sup> calendar day after the billing date) referred to in Paragraph 2 above, the Servicer shall have the option to seek recourse against any cash deposit, affiliate guarantee, surety bond, letter of credit, or combination thereof made by the REP, and avail itself of such legal remedies as may be appropriate to collect any remaining unpaid Transition Charges and associated penalties due the Servicer after the application of the REP's deposit or alternate form of credit support. In addition, a REP that is in default with respect to the requirements set forth in Paragraphs 4 and 5 of the previous section, Billings by the REP or its Replacement to End-Use Customers, and Paragraph 2 of this section shall select and implement one of the following options:
  - (a) Allow the Provider of Last Resort (POLR) or a qualified REP of the customer's choosing to immediately assume the responsibility for the billing and collection of Transition Charges.
  - (b) Immediately implement other mutually suitable and agreeable arrangements with the Servicer. It is expressly understood that the Servicer's ability to agree to any other arrangements will be limited by the terms of the servicing agreement and requirements of each of the rating agencies that have rated the Transition Bonds necessary to avoid a suspension, withdrawal, or downgrade of the ratings on the Transition Bonds.
  - (c) Arrange that all amounts owed by retail customers for services rendered be timely billed and immediately paid directly into a lock-box controlled by the Servicer with such amounts to be applied first to pay Transition Charges before the remaining amounts are released to the REP. All costs associated with this mechanism will be borne solely by the REP.

If a REP that is in default fails to immediately select and implement one of the foregoing options in (a), (b), or (c) or, after so selecting one of the foregoing options, fails to adequately meet its responsibilities thereunder, then the Servicer shall immediately implement option (a). Upon re-establishment of the

requirements set forth in Paragraphs 4 and 5 of the previous section, Billings by the REP or its Replacement to End-Use Customers, and Paragraph 2 of this section and the payment of all past-due amounts and associated penalties, the REP will no longer be required to comply with this subsection.

The initial POLR appointed by the Commission, or any Commission appointed successor to the POLR, will be required to meet the minimum credit rating and/or deposit/credit support requirements described in

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

**6.1.1 Delivery System Charges**

Applicable: Entire Certified Service Area Except Area previously served by TXU SESCO  
Effective Date: August 15, 2011

Sheet: 2.1  
Page 6 of 7  
Revision: Eleven

Paragraph 3 of the preceding section, Billings by the REP or its Replacement to End-Use Customers, in addition to any other standards that may be adopted by the Commission. If the POLR defaults or is not eligible to provide such services, responsibility for billing and collection of transition charges will immediately be transferred to and assumed by the Servicer until a new POLR can be named by the Commission or the customer requests the services of a certified REP. Retail customers may never be re-billed by the successor REP, the POLR, or Servicer for any amount of Transition Charges they have paid their REP (although future TCs shall reflect REP and other system-wide charge-offs). Additionally, if the amount of the penalty detailed in Paragraph 2 of this section is the sole remaining past-due amount after the 45th day, the REP shall not be required to comply with (a), (b), or (c) above, unless the penalty is not paid within an additional 30 calendar days.

4. In the event the Servicer is billing customers for Transition Charges, the Servicer shall have the right to terminate transmission and distribution service for non-payment by end-use customers pursuant to the Commission's rules.
5. Notwithstanding Paragraph 2 of this section, the REPs will be allowed to hold back an allowance for charge-offs in their payments to the Servicer. Such charge-off rate will be recalculated each year in connection with the annual true-up procedure. In the initial year, the REPs will be allowed to remit payments based on the same system-wide charge off percentage then being used by the Servicer to remit payments to the indenture trustee for the holders of Transition Bonds. On an annual basis in connection with the true-up adjustment process, the REP and the Servicer will be responsible for reconciling the amounts held back with amounts actually written off as uncollectible in accordance with the terms agreed to by the REP and the Servicer, provided that:
  - (a) The REP's right to reconciliation for write-offs will be limited to customers whose service has been permanently terminated and whose entire accounts (i.e., all amounts due the REP for its own account as well as the portion representing Transition Charges) have been written off.
  - (b) The REP's recourse will be limited to a credit against future TC payments unless the REP and the Servicer agree to alternative arrangements, but in no event will the REP have recourse to the SPE or its funds for such payments.
  - (c) The REP shall provide information on a timely basis to the Servicer so that the Servicer can include the REP's default experience and any subsequent credits into its calculation of the Adjusted Transition Charge Rates for the next TC billing Period and the REP's rights to credits will not take effect until after such Adjusted Transition Charge Rates have been implemented.
6. In the event that a REP disputes any amount of billed Transition Charges, the REP shall pay the disputed amount under protest according to the timelines detailed in Paragraph 2 of this section. The REP and Servicer shall first attempt to informally resolve the dispute, but if failing to do so within 30 calendar days, either party may file a complaint with the Commission. If the REP is successful in the dispute process (informal or formal), the REP shall be entitled to interest on the disputed amount paid to the Servicer at the Commission-approved interest rate. Disputes about the date of receipt of Transition Charge payments (and penalties arising thereof) or the size of a required REP deposit will be handled in a like manner. Any interest paid by the Servicer on disputed amounts shall not be recovered through Transition Charges if it is determined that the Servicer's claim to the funds is clearly unfounded. No interest shall be paid by the Servicer if it is determined that the Servicer has received inaccurate metering data from another entity providing competitive metering services pursuant to PURA § 39.107.
7. If the Servicer is providing the metering, the metering data will be provided to the REP at the same time as the billing. If the Servicer is not providing the metering, the entity providing metering service(s) will be responsible for complying with Commission rules and ensuring that the Servicer and the REP receive timely and accurate metering data in order for the Servicer to meet its obligations under the Servicing Agreement and the Financing Order with respect to billing and true-ups.

**NOTICE**

This rate is subject to the orders of regulatory bodies having jurisdiction and to the provisions of Company's Tariff for Electric Service.

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

**6.1.1 Delivery System Charges**

Applicable: Entire Certified Service Area Except Area previously served by TXU SESCO  
Effective Date: August 15, 2011

Sheet: 2.1  
Page 7 of 7  
Revision: Eleven

Transition Charge Factor 1 (TCF1)

<u>Effective Date</u>	<u>Residential Service</u>	<u>General Service Secondary</u>		<u>General Service Primary</u>		<u>High Voltage Service</u>	<u>Lighting Service</u>	<u>Instantaneous Interruptible</u>	<u>Noticed Interruptible</u>
	(\$ / kWh)	≤ 10 kW (\$ / kWh)	> 10 kW (\$ / kW)	≤ 10 kW (\$ / kWh)	> 10 kW (\$ / kW)	(\$ / kW)	(\$ / kWh)	(\$ / kW)	(\$ / kW)
Aug. 30, 2011	0.000508	0.000626	0.157	0.000622	0.185	0.145	0.000950	0.097	0.196
Aug. 27, 2010	0.000630	0.000172	0.188	(0.000201)	0.180	0.141	0.000876	0.106	0.195
Aug. 27, 2009	0.000552	0.001193	0.161	0.001432	0.182	0.069	0.000752	0.087	0.138
April 29, 2009	0.000752	(0.001260)	0.234	(0.002139)	0.190	0.145	0.000874	0.125	0.232
Aug. 26, 2008	0.000558	0.000242	0.171	0.000228	0.176	0.065	0.000771	0.093	0.155
Aug. 24, 2007	0.000653	0.000295	0.167	0.000205	0.150	0.083	0.000761	0.091	0.148
Aug. 29, 2006	0.000620	0.000378	0.177	0.000353	0.208	0.102	0.000767	0.090	0.182
Aug. 30, 2005	0.000598	0.000324	0.181	0.000315	0.164	0.121	0.000870	0.097	0.099
Nov. 30, 2004	0.000691	0.000632	0.185	0.000455	0.219	0.092	0.000794	0.087	0.174
Aug. 30, 2004	0.000658	0.000290	0.195	0.000144	0.248	0.050	0.000865	0.113	0.173
Jan. 28, 2004	0.000712	0.000655	0.186	0.000442	0.201	0.137	0.000785	0.074	0.135
Aug. 28, 2003	0.000599	0.000577	0.158	0.000395	0.161	0.197	0.000724	0.083	0.150



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

**6.1.1 Delivery System Charges**

Applicable: Excludes Certified Service Area previously served by TXU SESCO

Effective Date: May 13, 2011

Sheet: 2.2

Page 1 of 7

Revision: Nine

## **6.1.1.2.2 Rider TC2 - Transition Charge**

### **APPLICATION**

Applicable, pursuant to Subchapter G, of Chapter 39 of the Public Utility Regulatory Act (PURA), to all existing or future retail customers taking transmission and/or distribution service from the Company and to the facilities, premises, and loads of those retail customers, within the Company's geographical certificated service area as it existed on May 1, 1999. This schedule also applies to:

1. Retail customers taking service at facilities, premises, or loads located within the Company's geographical service area as it existed on May 1, 1999 who are not presently receiving transmission and/or distribution service from the Company, but whose present facilities, premises, or loads received transmission and/or distribution service from the Company at any time on or after May 1, 1999 when a request to change service to another utility was not pending.
2. Retail customers whose load is served by New On-site Generation (NOSG) as defined by P.U.C. SUBST. R. 25.342(c)(1).
3. Public retail customers located within the service area who purchase power from the General Land Office under PURA § 35.102.

Beginning on the first billing cycle after the issuance of transition bonds issued to recover the Company's regulatory assets and other qualified costs and continuing until the date customer choice begins in the power region in which the Company is located, there is recorded in a separate account, for that purpose, an amount equal to the amount collected by the application of this rate to be used to repay the principal and interest and ongoing fees and expenses on the transition bonds. After customer choice begins in the power region in which the Company is located, the amount calculated pursuant to this rate will be billed to retail electric providers (REP) based on individual retail customer consumption.

### **METHOD OF CALCULATION**

- (a) For all retail customers on each retail rate schedule.

The transition charge is calculated for each regulatory asset recovery class by the application of a Transition Charge Factor, determined in accordance with the following formula\*:

Transition Charge Factor (TCF) =  $[(TC \times RAAF) + A] / K$ , where:

TC = Total Recovery Amount corresponding to the length of the Recovery Period is an amount necessary to recover the principal and interest and ongoing fees and expenses associated with the bonds, debentures, notes, certificates of participation or of beneficial interest, or other evidence of indebtedness or ownership that are issued by the Company, its successors, or an assignee under a Public Utility Commission of Texas approved financing order.

RAAF = Regulatory Asset Allocation Factor for each class as shown in the table below.

A = True-up amount for each regulatory asset recovery class as contained in a notification filed with the Commission under PURA § 39.003, subject to Commission review within 15 days of filing.

K = The Company's most current estimated kWh or kW sales by regulatory asset recovery class for the length of the Recovery Period as contained in a notification filed with the Commission under PURA § 39.003, subject to Commission review within 15 days of filing.

\*For the General Service Secondary and General Service Primary classes, the two-step procedure described in the Financing Order for Docket No. 21527 will be used to calculate a TCF in \$/kWh for non-demand metered customers and a TCF in \$/kW for demand-metered customers.

For the purpose of this formula, Recovery Period means, pursuant to PURA § 39.307, a period not to exceed 12 months.

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

**6.1.1 Delivery System Charges**

Applicable: Excludes Certified Service Area previously served by TXU SESCO  
Effective Date: May 13, 2011

Sheet: 2.2  
Page 2 of 7  
Revision: Nine

- (b) Regulatory Asset Allocation Factors (RAAF) and associated Transition Charge Factors for each regulatory asset recovery class are as follows:

Regulatory Asset Recovery Class	Rate Schedule	Regulatory Asset Allocation Factor (RAAF)	Transition Charge Factor (TCF2)
Residential Service	R, RLU, RTU, RTU1, RTU1-M, RRE	0.412705	See Page 7 of 7
General Service Secondary	GS, S-Sec, GSR, MS, MP-Sec GTU-Sec, GTU-M-Sec, RTP-Sec, GC-Sec, and all riders excluding Interruptible	0.447323	See Page 7 of 7
General Service Primary	GP, S-Pri, GPR, MS-Pri, MP-Pri, GTU-Pri, GTU-M-Pri, RTP-Pri, GC-Pri, and all riders excluding interruptible	0.058982	See Page 7 of 7
High Voltage Service	HV, S-Tran, HVR, GTU-Tran GTU-M-Tran, RTP-Tran, GC-Tran, and all riders excluding interruptible	0.027875	See Page 7 of 7
Lighting Service	OL, SL, SL-Pri	0.006836	See Page 7 of 7
Instantaneous Interruptible	GSI, GPI, HVI, SSI, SPI, STI, GSRTPI1, GSRTPI1M, GSRTPID, GPRTPI1, GPRTPI1M, GPRTPID, HVRI, HVRTPI1M, HVRTPID, and applicable riders	0.018568	See Page 7 of 7
Noticed Interruptible	GSNI, GSNB, GPNI, GPNB, HVNI, NVNB, GTUC-Sec, GTUC-Pri, GTUC-Tran, GTUC-M-Sec, GTUC-M-Pri, GTUC-M-Tran, GSRTPN1, GPRTPN1, HVRTPN1, and applicable riders.	0.027711	See Page 7 of 7

Should any of the Regulatory Asset Recovery Classes cease to have any customers, the Regulatory Asset Allocation Factor will be adjusted proportionately such that the total RAAF equals 1.000.

For Rate S and Rider SI customers, the transition charge will be a pro-rated daily demand charge based on the otherwise applicable non-standby transition charge.

- (a) The Transition Charge Amount for each customer is determined by multiplying the applicable Transition Charge Factor (TCF) by the customer's kWh or kW usage in the billing month. The Transition Charge Amount for each customer is determined to the nearest whole cent.
- (b) Each customer receiving service on or before May 1, 1999 will be assigned to the specific Regulatory Asset Recovery Class associated with the principal rate schedule under which a majority of the customer's service was provided on May 1, 1999, and shall remain in said Regulatory Asset Recovery Class until customer ceases receiving regulated service from Oncor Electric Delivery Company LLC, except as provided for in PURA § 39.252(b)(1) and (c).
- (c) Any customer not previously served by TXU Electric and initiating service after May 1, 1999 and prior to January 1, 2002, will be assigned to the specific Regulatory Asset Recovery Class associated with the principal rate schedule under which a majority of the customer's service was initially provided and shall remain in said Regulatory Asset Recovery Class until customer ceases receiving regulated service from Oncor Electric Delivery Company LLC, except as provided for in PURA § 39.252(b)(1) and (c).
- (d) Each customer initiating service on or after January 1, 2002, will be assigned to a specific Regulatory Asset Recovery Class on the basis of the principal rate schedule under which the majority of the customer's load would have been served as of May 1, 1999.