

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

**6.1.4 Discretionary Charges**  
Applicable: Entire Certified Service Area  
Effective Date: January 15, 2015

Sheet: 1  
Page 7 of 8  
Revision: Original

Charge No.	Name and Description	Amount
	<b>Advanced Meter with Communications Disabled One-Time Fee</b>	
	ix. Self-Contained – Single Phase	\$210.63
	x. Self-Contained – Three Phase	\$210.63
	xi. Instrument-Rated – Single Phase	\$396.23
	xii. Instrument-Rated – Three Phase	\$475.91
<b>Service Call Charge (AMS-M Meter)</b>		
(12)	<p>This charge is for service that dispatches Company personnel to Retail Customer's Premises to investigate an outage or other service-related problem. Retail Customer may directly submit order to Company to perform this service if authorized pursuant to Section 4.11, OUTAGE AND SERVICE REQUEST REPORTING.</p> <p>A charge for the performance of this service applies only if Company completes its investigation and determines the outage or other service-related problem is not caused by Company equipment.</p> <p>Business Day (8:00 AM--5:00 PM CPT) \$ 10.35 Business Day (Other Hours) \$ 25.50 Weekend \$145.70 Holiday \$182.60</p>	
<b>Outdoor Lighting Charges (AMS-M Meter)</b>		
(13)	<p><b>Street Light Removal</b></p> <p>This service removes Company-owned street lights in accordance with Sections 5.7.8, REMOVAL AND RELOCATION OF COMPANY'S FACILITIES AND METERS and 5.7.9, DISMANTLING OF COMPANY'S FACILITIES. Retail Customer may directly submit order to Company to obtain the service if authorized pursuant to Section 4.11, OUTAGE AND SERVICE REQUEST REPORTING.</p> <p>Company shall complete performance of the service on the requested date, provided Company receives the order at least 30 days prior to the requested date. Company may initiate removal of Company-owned street lights and complete performance of the service on a date or dates other than the requested date upon mutual agreement between the Company and the requesting party.</p>	As Calculated
<b>Tampering and Related Charges AMS-M Meter)</b>		
(14)	<p><b>Tampering</b></p> <p>This service investigates and corrects the unauthorized use of Delivery System pursuant to Section 5.4.7, UNAUTHORIZED USE OF DELIVERY SYSTEM, or other Tampering with Company's Meter or Metering Equipment, or the theft of electric service by any person at the Retail Customer's Premises.</p> <p>Tampering charges may include, but are not limited to, Delivery Charges, the cost of testing the Meter, the cost of replacing and repairing a Meter and Metering Equipment (including the Meter seal), the cost of installing protective facilities or relocating the Meter, and all other costs associated with the investigation and correction of the unauthorized use.</p>	As Calculated
(15)	<p><b>Broken Outer Meter Seal</b></p> <p>This service replaces a broken outer Meter seal.</p>	\$ 19.20

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

**6.1.4 Discretionary Charges**

Applicable: Entire Certified Service Area  
Effective Date: January 15, 2015

Sheet: 1  
Page 8 of 8  
Revision: Original

Charge No.	Name and Description	Amount
<b>Denial of Access Charges (AMS-M Meter)</b>		
(16)	<b>Inaccessible Meter</b>  This charge is for service that applies when Company personnel are unable to gain access to the Meter of a Critical Load Public Safety Customer or Critical Load Industrial Customer Premises as a result of continued denial of access to Meter, as provided in Section 4.7.2.1, DENIAL OF ACCESS BY RETAIL CUSTOMER.	\$ 91.85
(17)	<b>Denial of Access to Company's Delivery System</b>  This charge applies when Retail Customer fails to provide access to Retail Customer's Premises, as required by Section 5.4.8, ACCESS TO RETAIL CUSTOMER'S PREMISES, and includes all costs incurred by Company to obtain such access.	As Calculated

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

**6.1.4 Discretionary Charges**

Applicable: Entire Certified Service Area

Effective Date: January 15, 2015

Sheet: 2

Page 1 of 6

Revision: Original

## 6.1.4.2 Construction Service Charges

### AVAILABILITY

Applicable to all Competitive Retailers and Retail Customers requesting construction services by the Company, in accordance with Section 5.7 of this Tariff.

The service charges listed below are in addition to any other charges made under Company's Tariff for Retail Delivery Service, and will be applied for the appropriate condition described. Other services not covered by these standard conditions will be charged on the basis of an estimate for the job or the Company's cost plus appropriate adders and will be provided in accordance with Commission Substantive Rules.

Discretionary Charges for Construction Service include:

DD1	<b>Delivery System Facilities Relocation/Removal Study Charge</b> Applicable to requests for studies to be performed by Company associated with removal or relocation of Company facilities or installation of non-standard Company facilities.	As Calculated
DD2	<b>Delivery System Facilities Relocation/Removal Charge</b> Applicable to requests for relocation or removal of Company facilities at the request of and for the benefit of the requestor pursuant to Section 6.1.2.2 of this Tariff for Retail Delivery Service.	As Calculated
DD3	<b>Competitive Meter Removal/Installation Service Fee</b> Applicable to request for Company to remove a Company-owned meter and replace it with a 3 <sup>rd</sup> party owned meter, at the Retail Customer's request. This applies to the reinstallation of a 3 <sup>rd</sup> party owned meter previously removed in association with DD4. A. Self Contained Meter B. Instrument Rated Meter C. IDR Meter	   \$ 98.00 \$168.20 \$197.45
DD4	<b>Competitive Meter Physical Access Equipment Installation Service Fee</b> Applicable to requests for the installation of an external termination junction box which utilizes the RJ family of connectors to provide physical access to the modem, network, serial and/or digital pulse data interfaces on a competitive meter. A. No Additional Service Call Required ( <i>performed during initial meter installation</i> ) B. Additional Service Call Required ( <i>performed after initial meter installation</i> )	   \$ 29.25 \$ 52.65
DD5	<b>Emergency Restoration Service Charge</b> Applicable to requests for the provision of emergency restoration service related to customer facilities, which includes transformation and protection equipment, as requested by Retail Customer in accordance with Commission Substantive Rules and is charged on the basis of an estimate for the job or the Company's cost plus appropriate adders.	As Calculated
DD6	<b>Delivery System Facilities Installation Charge</b> Applicable to requests made pursuant to Section 6.1.2.2 of this Tariff for Retail Delivery Service for requests involving the installation, construction, or extension of Delivery System facilities. For requests made pursuant to Section 6.1.2.2 of this Tariff for Retail Delivery Service for service in an area where Network Service is the existing or planned service, this charge will be based on the cost of the installation, construction, or extension of Network Service.	As Calculated
DD7	<b>Additional Service Design Charge</b> Applicable to requests to prepare iterative designs to provide service to a specific location where such iterations are at the request of the Retail Customer for the Retail Customer's sole benefit.	As Calculated
DD8	<b>Temporary Facilities Charge</b> Applicable to requests made in conjunction with short-term construction projects. A. Connect and disconnect service and read a meter already installed. B. Install and remove single phase service wires and a meter (demand or non-demand) and read a meter. C. Install and remove single phase service wires, meter and transformer (up to 50 kVA) on existing pole and read a meter. D. All other temporary facilities installation and removal.	   \$ 63.55 \$209.80 \$901.00 As Calculated

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

**6.1.4 Discretionary Charges**

Applicable: Entire Certified Service Area  
Effective Date: January 15, 2015

Sheet: 2  
Page 2 of 6  
Revision: Original

**6.1.4.2.1 General: Delivery System Facilities**

Company is responsible for the construction, extension, upgrade, or alteration of Delivery System facilities necessary to connect Retail Customer's Point of Delivery to Company's Delivery System in conjunction with Section 5.7, FACILITIES EXTENSION POLICY and the terms and conditions contained herein. Company makes extension of Delivery System facilities to Retail Customer's electrical installation so as to minimize the cost of such extension. Extension is normally made at no cost to Retail Customer except in those instances where the cost of the requested extension of Company's facilities is in excess of the standard allowances stated herein, or where the requested facilities are greater than the required facilities needed to serve the Retail Customer's load as determined by the Company, or where the installation of non-standard facilities is requested. In these instances, a contribution in aid of construction ("CIAC") is required from Retail Customer for all extensions where the estimated cost of the extension is in excess of the standard allowances, the Retail Customer has requested additional facilities above those required to provide service as determined by the Company, or the Retail Customer has requested installation of non-standard facilities. The cost of all facilities, equipment, and services that Company is to provide under Section 6.1.2.2 of this Tariff will constitute the components of the Delivery System facilities necessary to provide Delivery Service to Retail Customer. These costs will be compared to the standard allowance to determine the amount of contribution in aid of construction that will be recovered from the retail customer, if any.

**6.1.4.2.1.1 Standard Delivery System Facilities**

Except in those areas where Network Service is the existing or planned service in use, Company's standard Delivery System facilities consist of the overhead Delivery System facilities necessary to transport Electric Power and Energy from a single, single-phase or three-phase source to Retail Customer at one Point of Delivery, with one standard Company Meter, at one of Company's available standard voltages. In those areas where Network Service is the existing or planned service in use, Company's standard Delivery System facilities consist of the facilities necessary to provide Network Service.

**6.1.4.2.1.2 Non-standard Facilities**

Except in those areas where Network Service is the existing or planned service in use, non-standard facilities include but are not limited to a two-way feed, automatic and manual transfer switches, service through more than one point of delivery, redundant facilities, facilities in excess of those normally required for service, poles other than wooden poles, or facilities necessary to provide service at a non-standard voltage. Non-standard facilities also include underground facilities except in those locations where Company determines, for engineering or economic reasons, that underground facilities shall constitute standard facilities.

In those areas where Network Service is the existing or planned service in use, Network Service is the only Delivery Service available.

If Retail Customer desires Delivery Service utilizing non-standard facilities, as described above, and not covered elsewhere in these Service Regulations, then Company may construct such facilities pursuant to Section 5.7.5, NON-STANDARD FACILITIES and Section 6.1.2.2.7, NON-STANDARD FACILITY EXTENSIONS. If a municipality requests or requires Company to install non-standard facilities, then the projected additional cost of such non-standard facilities shall be paid by the requesting entity to Company prior to installation of such facilities. Company may, at its option, allow for the payment of the additional costs over a period of time.

Company shall replace underground facilities with similar underground facilities except for subsurface transformers, which shall be replaced by surface pad-mounted transformers unless Company determines, based on engineering or economic reasons, that a replacement subsurface transformer is more appropriate.

A Facility Service Agreement or Delivery Service Agreement may be required for the installation of Non-Standard Facilities.

**6.1.4.2.1.3 Retail Customer's Electrical Installation**

Retail Customer's Electrical Installation must comply with the requirements set forth in Section 5.4, ELECTRICAL INSTALLATION AND RESPONSIBILITIES, Section 5.5, RETAIL CUSTOMER'S ELECTRICAL LOAD, and Section 5.6, LIMITATIONS ON USE OF DISTRIBUTION SERVICE of this Tariff.

**6.1.4.2.1.4 Space Requirements**

Retail Customer grants to or secures for Company, at Retail Customer's expense, any rights-of-way or easements on property owned or controlled by Retail Customer that are necessary for Company to install Delivery System facilities for the purpose of delivering Electric Power and Energy to the Retail Customer. Such easement will be in a form acceptable to Company, including but not limited to, the form of easement agreements set forth in Section 6.3 of this Tariff.

With respect to distribution facilities, Retail Customer shall provide any necessary rights-of-way on property not owned or controlled by Retail Customer. If Retail Customer is unable to secure for Company any necessary rights-of-way or easements on property not owned or controlled by Retail Customer, Retail Customer shall be responsible for the actual costs incurred by Company in obtaining and clearing such rights-of-way or easements.

Retail Customer also provides, without cost to Company, Suitable Space for the installation of Delivery System facilities necessary to transport Electric Power and Energy to the Retail Customer and for installation of metering facilities. In those areas where Network Service is the existing or planned service in use, then Retail Customer provides, without cost to Company, the space required for the installation of the facilities required for double contingency underground service.

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

**6.1.4 Discretionary Charges**  
Applicable: Entire Certified Service Area  
Effective Date: January 15, 2015

Sheet: 2  
Page 3 of 6  
Revision: Original

**6.1.4.2.2 Overhead Delivery Service**

**6.1.4.2.2.1 Standard Service Drop**

Except in those areas where Network Service is the existing or planned service in use, Company provides, installs, and maintains Service Drop to the Point of Delivery approved by Company. Retail Customer provides and installs a point of attachment (such as a bracket, eye bolt, house knob, metal clevis, etc.) with adequate support that is acceptable to Company and meets all applicable codes.

**6.1.4.2.2.2 Service Entrance Conductor**

Retail Customer's Service Entrance Conductors are terminated on the outside of the service head and will not be less than 24 inches or the minimum length required by local ordinances, whichever is greater. The connections between the Retail Customer's service entrance conductors and the Company's Service Drop conductors are made by Company.

**6.1.4.2.2.3 Connections at Point of Delivery**

Company makes connections of Company's conductors to Retail Customer's conductors at the Point of Delivery.

**6.1.4.2.3 Underground Delivery Service**

Underground service is provided to Retail Customer under the following conditions:

- a) Location and routing of Company's Delivery System is determined by Company.
- b) Prior to beginning of construction, Retail Customer provides easements at no cost to Company for the underground conductors, padmount transformers and associated equipment. Retail Customer shall execute a written easement agreement with Company in a form acceptable to Company, including, but not limited to, the form easement agreements set forth in Section 6.3 of this Tariff.
- c) Company may extend its conductors to Retail Customer's switchgear or service entrance enclosure when Company considers such conductors as being outside of building.
- d) Before the installation of Company's underground Delivery System facilities, Retail Customer completes rough site grading, establishes final grade along the conductor route, and clears area of all obstructions. Any installation of obstructions (such as asphalt or concrete walk, driveway, street, alley, parking facilities, etc.) which interfere with the installation of Company facilities will be corrected by and at the expense of Retail Customer. No change is made in the grade along the conductor route or easement without consent of Company. Any lowering or raising of electrical conductors or associated equipment required by any change in grade is at the expense of Retail Customer, including necessary grade work.
- e) Competitive Retailer or Retail Customer pays any amount due under this Rate Schedule, as applicable.

**6.1.4.2.3.1 Delivery Service from Company's Existing Underground Delivery System**

In certain areas of the Company's Delivery System where substantial investments have been made in underground service facilities, such as Network Service, and overhead service extensions into these areas are impractical and would nullify the benefits of past investments, Company retains the right to limit Delivery Service to Retail Customer from Company's existing underground Delivery System.

In certain areas of Company's Delivery System, including but not limited to portions of downtown Dallas, downtown Fort Worth, and downtown Waco, Company provides Network Service from its underground service facilities. In those areas where Network Service is provided, the standard service is double contingency underground service.

The phase and voltage of Delivery Service in areas served from Company's underground Delivery System may be limited to that which can be provided from existing facilities.

**6.1.4.2.3.2 Service Lateral – Secondary Voltage**

Company furnishes, installs and maintains the Service Lateral connecting Company's Delivery System to Retail Customer's Point of Delivery for permanent residential single phase service. All other service laterals are furnished, installed, maintained, and owned by Retail Customer. Where Retail Customer installs or plans to install obstructions (asphalt or concrete walk, driveway, retaining wall, paved parking lot, etc.) in the path of Company's service lateral, Company will require Retail Customer to provide and install Raceway for Company's service lateral to Company specifications. Should Retail Customer not install necessary Raceway for Service Lateral prior to the installation of obstructions or should Retail Customer's service route change after the installation of obstructions where no Raceway exists for new Service Lateral location, Retail Customer must make the necessary Raceway installations prior to Service Lateral installations.

**6.1.4.2.3.3 Transformer and Equipment**

Company provides, installs, owns and maintains transformer(s) and equipment for Retail Customers taking service at secondary voltage. Retail Customer provides without cost to Company space on Retail Customer's Premises suitable to Company for the installation, operation, and maintenance of transformers and other equipment required to provide Delivery Service to the Retail Customer. Retail Customer provides adequate and accessible pad space as determined by Company to allow transformer equipment maintenance and replacement. Required space for equipment considers any above ground construction or portion of a building which extends over the pad. Passageways adequate to accommodate trucks or other necessary lifting and hauling equipment are provided by Retail Customer to allow replacement of transformers and other devices.

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

**6.1.4 Discretionary Charges**  
Applicable: Entire Certified Service Area  
Effective Date: January 15, 2015

Sheet: 2  
Page 4 of 6  
Revision: Original

### **6.1.4.2.3.4 Vault**

When a vault for Company's transformers, switchgear or other facilities is required on Retail Customer's Premises, and location is acceptable to Company, Retail Customer provides and installs the vault, at its cost, in accordance with Company specifications. If the vault is located inside or under Retail Customer's building, Retail Customer provides the necessary Raceway for Company's conductors so that such conductors are Conductors Considered Outside of Building. Company installs in the vault, transformers and/or other facilities necessary to provide Delivery Service to the Retail Customer. The Retail Customer is responsible for shielding or limiting utilization of adjoining building sections as necessary to limit noise and electromagnetic emissions. The Retail Customer is responsible for the cost of conducting studies and measurements to project or determine levels of emissions. Retail Customer takes Delivery Service at the secondary terminals of Company transformers or other facilities located in the vault as specified by Company. Under any other conditions, Retail Customer takes service outside the building.

### **6.1.4.2.4 Meter**

All Meters used to measure the amount of Electric Power and Energy delivered by Company for use in the calculation of Delivery System Charges, whether Company or Non-Company owned, are installed and maintained by Company. Meters shall be located outside the building. If the customer requires a meter location other than outside the building and Company approves such location, the customer shall install and own the electric service conductors from a point of delivery outside of the building (either secondary transformer terminals or service enclosure). All Meter transformers and transockets shall be furnished and owned by Company for these purposes. Where Retail Customer requests the installation of a Company Meter other than Company's standard Meter, Retail Customer pays the appropriate installation and monthly maintenance cost in accordance with the applicable rate schedule in Section 6.1.2 of this Tariff.

Company may, at its option and at its expense, relocate any Company-owned or Non-Company Owned Meter. In case of a relocation made necessary due to inaccessibility, hazardous location, or dangerous conditions for which Retail Customer is responsible, or in order to prevent a recurrence of unauthorized use of Delivery Service or tampering with equipment, Retail Customer, or Retail Customer's Competitive Retailer may be required to relocate Retail Customer's service facilities and Company facilities, including the Metering Equipment to a location agreeable to Company at the Retail Customer's expense.

Under no circumstances is any meter installation to be moved or relocated except as authorized by Company.

### **6.1.4.2.5 Standard Facility Extensions for Small Loads**

Extension of standard facilities to permanent Retail Customers within Company's certificated area where the estimated cost to extend facilities does not exceed the standard allowances stated herein, will be provided to Retail Customers at no cost. The cost of the extension is calculated using the route of the new line, as determined by Company, from Company Delivery System facilities, which includes primary, secondary, and service drop for overhead facilities or Service Lateral for underground facilities, to the Point of Delivery. 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 standard allowance. Retail Customer makes a one-time non-refundable CIAC for the cost of providing an extension in excess of the stated allowances.

Company makes extension of electric service to Retail Customer's electrical installation so as to minimize the cost of such extension. Extension is normally made at no cost to Retail Customer except in those instances where the requested extension of Company's facilities is not economically justified or Retail Customer requests facilities in excess of those required to provide service as determined by the Company. In those areas where Network Service is the existing or planned service in use, the extension of Network Service is made to Retail Customer if Retail Customer complies with the requirements for receiving Network Service described in this Tariff.

#### **6.1.4.2.5.1 Overhead Extensions for Small Loads**

Company makes extension of overhead single phase electric service without charge to permanent Retail Customers having an estimated maximum annual demand of less than 20 kW, for a distance of up to 300 feet overhead single phase electric service, if electric service desired by Retail Customer is of the type and character of electric service which Company provides. The distance of the extension is measured using the route of the new line from Company distribution facilities, which includes primary, secondary and service drop to the point of delivery. When two or more applications for electric service from the same extension are received prior to starting construction of the line extension, the maximum length of the overhead extension provided at no charge is up to the number of applicants times 300 feet. Retail Customer makes a one time non-refundable contribution in aid of construction for the cost of providing an extension in excess of such amount based upon an estimated cost per foot for the type of facility installed.

#### **6.1.4.2.5.2 Underground Extensions for Small Loads**

Except in those areas where Network Service is the existing or planned service in use, Company makes extension of underground single phase electric service without charge to permanent Retail Customers having an estimated maximum annual demand of less than 20 kW if electric service desired by Retail Customer is of the type and character of electric service which Company provides, and if the cost of the extension does not exceed an amount equivalent to 300 feet of overhead radial single phase circuit. The cost of the extension is calculated using the route of the new line from Company's existing distribution facilities, which includes primary, secondary and Service Lateral to the point of delivery. When two or more applications for electric service from the same extension are received prior to starting construction of the line extension, the extension will be provided without charge if the total cost of the extension does not exceed an amount equal to the number of applicants times an amount equivalent to 300 feet of overhead radial circuit. Retail Customer makes a one time non-refundable contribution in aid of construction for the cost of providing an extension in excess of such amount based upon a specific cost study.

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

**6.1.4 Discretionary Charges**  
Applicable: Entire Certified Service Area  
Effective Date: January 15, 2015

Sheet: 2  
Page 5 of 6  
Revision: Original

**6.1.4.2.6 Standard Facility Extension: All Other Extensions**

**6.1.4.2.6.1 Calculation of Contribution in Aid of Construction ("CIAC") for All Other Standard Facility Extensions**

Customer will pay a CIAC amount to Company as determined in the formula below. If the amount calculated below is zero or negative, no CIAC is required. All calculations and component costs used in the determination of the CIAC will be provided to Retail Customer upon request.

To the extent that the payment is considered taxable revenue to the Company, it shall include an amount equal to the Company's tax liability. The CIAC shall also include an amount to recover franchise fees where applicable.

**Retail Customers Requesting Three-Phase Service or Any Service with a Maximum kW Demand Greater Than or Equal to 20 kW**

CIAC Amount = Direct Cost – Standard Allowance + Company's Tax Liability + Applicable Franchise Fees

Direct Cost -	The current average cost of each component of Delivery System facilities necessary to provide Delivery Service to Retail Customer, determined by a computer estimate of all necessary expenditures, including, but not limited to metering, services, transformers, and rearrangement of existing Delivery System facilities. This cost includes only the cost of the above-mentioned facilities that are necessary to provide Delivery Service to the particular Retail Customer requesting service and does not include the costs of facilities necessary to meet future load growth anticipated to develop within two (2) years, or to improve the service reliability in the general area for the benefit of existing and future Retail Customers.										
Standard Allowance -	Standard Allowance Factor x Maximum kW Demand										
Standard Allowance Factor -	The appropriate factor set forth below for all Retail Customers requesting three-phase service or any service with a Maximum kW Demand greater than or equal to 20 kW, by rate class.										
<table><tr><th>Rate Class</th><th>Standard Allowance Factor</th></tr><tr><td>Secondary Service Greater Than 10 kW</td><td>\$155 /kW</td></tr><tr><td>Primary Service Greater Than 10 kW – Distribution Line</td><td>\$ 79 /kW</td></tr><tr><td>Primary Service Greater Than 10 kW - Substation</td><td>\$ 2 /kW</td></tr><tr><td>Transmission Service*</td><td>\$ 2 /kW</td></tr></table>		Rate Class	Standard Allowance Factor	Secondary Service Greater Than 10 kW	\$155 /kW	Primary Service Greater Than 10 kW – Distribution Line	\$ 79 /kW	Primary Service Greater Than 10 kW - Substation	\$ 2 /kW	Transmission Service*	\$ 2 /kW
Rate Class	Standard Allowance Factor										
Secondary Service Greater Than 10 kW	\$155 /kW										
Primary Service Greater Than 10 kW – Distribution Line	\$ 79 /kW										
Primary Service Greater Than 10 kW - Substation	\$ 2 /kW										
Transmission Service*	\$ 2 /kW										
*The Transmission Service Standard Allowance Factor applies only to the cost of providing and installing metering and capacitors on the Delivery System.											
Maximum kW Demand -	Company's estimate of Retail Customer's maximum 15-minute kW demand based on expected usage patterns and load or equipment data supplied by Retail Customer.										

**6.1.4.2.6.2 Extensions to Multi-Family Dwellings**

Standard allowable expenditure when serving Multi-Family Dwellings is the average estimated system cost to serve Multi-Family Dwellings, on a per unit basis.

**6.1.4.2.6.3 Retail 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, only the cost of the facility upgrades that are attributable to the Retail Customer's request are included in calculating a CIAC. The Maximum kW Demand amounts used in the CIAC calculation found in the subsection above shall reflect only the additional estimated kW demand directly attributable to the added load.

**6.1.4.2.6.4 Unused Standard Allowance**

Under no circumstance shall any unused standard allowance be paid or credited to the Retail Customer or used to reduce the cost for installation of non-standard Delivery System facilities or non-standard street lighting facilities.

**6.1.4.2.7 Non-Standard Facility Delivery System Extensions**

If Retail Customer desires Delivery System service that involves non-standard facilities as described in Section 6.1.2.2.1.2 of this Tariff, Retail Customer pays Company prior to Company's construction of non-standard facilities the total estimated cost of all non-standard facilities less the cost of standard facilities to meet Retail Customer's request.

Company may terminate the provision of any Delivery Service utilizing non-standard facilities at the end of the term of the applicable Facility Extension Agreement or Discretionary Service Agreement, or in the absence of a Facility Extension Agreement or Discretionary Service Agreement, on reasonable notice to Retail Customer and the Retail Customer's Competitive Retailer.

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

**6.1.4 Discretionary Charges**

Applicable: Entire Certified Service Area

Effective Date: January 15, 2015

Sheet: 2

Page 6 of 6

Revision: Original

**6.1.4.2.8 Temporary Delivery System Facilities**

Retail Customer pays Company prior to Company's constructing temporary Delivery System facilities an amount equal to the estimated cost of installing and removing the facilities, plus the estimated costs of materials to be used which are unsalvageable after removal of the installation as set forth in Section 6.1.2 of this Tariff.

**6.1.4.2.9 Removal and Relocation of Company's Facilities**

Company may remove or relocate Company facilities upon request. If removal or relocation of Company facilities is in direct conflict with a proposed structure and is associated with a change in Retail Customer's requirements that results in additional revenue to the Company, such removal or relocation costs will be included as a direct cost in the calculation of the contribution in aid of construction, and the amount due from Retail Customer will be based on the provisions of Section 6.1.2.2.5 or 6.1.2.2.6, whichever is applicable. The Maximum kW Demand amounts used in the CIAC calculation shall reflect only the additional kW demand directly attributing to the added revenue to the Company. In all other cases, the requesting entity pays the total cost of removing or relocating such facilities.



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

**6.1.4 Discretionary Charges**  
Applicable: Entire Certified Service Area  
Effective Date: January 15, 2015

Sheet: 3  
Page 1 of 3  
Revision: Original

### 6.1.4.3 Company-Specific Discretionary Service Charges Other Than Construction Service Charges

#### AVAILABILITY

Applicable to all Competitive Retailers and Retail Customers served by the Company.

The service charges listed below are in addition to any other charges made under Company's Tariff for Retail Delivery Service, and will be applied for the appropriate condition described. Other services not covered by these standard conditions will be charged on the basis of an estimate for the job or the Company's cost plus appropriate adders and will be provided in accordance with Commission Substantive Rules.

Discretionary Charges - Other Than Construction Service Charges include:

Charge No.	Name and Description	Amount
DD9	<b>Holiday Move-In Charge</b> Applicable to requests to energize Retail Customer's connection to the Delivery System on a holiday. This service is only available at an existing Premise with an existing Meter. It is not available if inspections and permits, or other construction is required.  A. Self Contained Meter B. Other Connections	   \$ 4.07 \$ 161.85
DD10	<b>Out-of-Cycle Meter Reading Charge</b> Applicable to requests to read Retail Customer's Meter outside Normal Business Hours.  <u>AMS and IDR Metering</u> A. Outside Regular Hours - Non-Holiday B. Outside Regular Hours - Holiday  <u>Non-Standard Metering</u> C. Outside Regular Hours - Non-Holiday D. Outside Regular Hours - Holiday	   \$ 2.20 \$ 2.20  \$ 100.80 \$ 100.80
DD11	<b>PCB Inquiry and Testing Charge</b> Applicable to requests for information pertaining to PCB levels and testing of Company-owned, mineral oil-filled electrical equipment,  A. Initial Charge, includes up to four transformers or other oil-filled electrical equipment at a specific location B. Additional Charge, for each additional transformer or other oil-filled electrical equipment at a specific site C. Lab Testing Charge, if required	   \$170.30 \$ 28.45 As Calculated
DD12	<b>Priority Move-In (New Premise) Charge</b> Applicable to requests to energize Retail Customer's connection to the Delivery System for the first time (New Premise) and such connection is made outside of Normal Business Hours.  A. Self Contained Meter B. Other Connections	   \$147.85 As Calculated
DD13	<del><b>DELETED</b></del>  <del><b>Unmetered Facilities Connection/Disconnection</b></del> <del>Applicable to request to energize/de-energize service to unmetered points of delivery.</del>  <del>A. Connection charge for the first device on a specific circuit</del> <del>B. Connection charge for each additional device on that specific circuit</del> <del>C. Disconnection charge for the first device on a specific circuit</del> <del>D. Disconnection charge for each additional device on that specific circuit</del>	   <del>\$ 40.40</del> <del>\$ 6.20</del> <del>\$ 35.55</del> <del>\$ 6.20</del>

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

**6.1.4 Discretionary Charges**

Applicable: Entire Certified Service Area

Effective Date: January 15, 2015

Sheet: 3  
Page 2 of 3  
Revision: Original

DD14	<b>Off-Site Meter Reading (OMR) Equipment Installation – Outside Normal Business Hours Charge</b> Applicable to requests for Company's standard OMR equipment designed to transmit information via radio frequency to a hand-held meter reading device carried by a meter reader. This allows for the provision of a meter reading without visual contact with the meter. The Company maintains ownership of this equipment. This service is limited to self-contained single phase meters.  A. Outside Regular Hours – Non-Holiday B. Outside Regular Hours – Holiday	     \$ 174.40 \$ 206.50
DD15	<b>Denial of Access Disconnection/Reconnection Charge</b> Applicable each time Retail Customer is disconnected for Denial of Access and each time the Retail Customer is reconnected after Company and Retail Customer have made arrangements for access to Company facilities.  A. Disconnection B. Reconnection	     \$ 35.55 \$ 40.40
DD16	<b>Meter Investigation Charge</b> Applicable to requests for investigation of a damaged meter when determined by Company no damage exists. In the case of actual meter damage, no charge will be assessed.	\$ 17.00
DD17	<b>Meter Non-Standard Programming Service Fee</b> Applicable to requests to install non-standard meter programs on Meter.  A. Programming Prior to Installation B. Field Programming on Previously Installed Meter	    \$ 24.25 \$ 58.50
DD18	<del><b>Meter Communication Service Fee</b></del> <del>Applicable to testing of 3<sup>rd</sup> party communication equipment necessary to obtain interval data from Meter. This charge is assessed to Retail Customers that have interval data recorder meters that are not required by ERCOT.</del>	    \$ 114.70
DD19	<b>Electrical Pulse Equipment Installation/Replacement Charge</b> Applicable to requests for the installation/replacement of electrical pulse device equipment.  A. Installation Charge B. Replacement Charges <ol style="list-style-type: none"> <li>1. Isolation relay</li> <li>2. Pulse initiator</li> <li>3. Isolation relay &amp; pulse initiator</li> <li>4. Enclosure box</li> </ol>	          \$542.60 \$276.40 \$113.45 \$331.35 \$153.75
DD20	<b>Electrical Pulse Equipment Maintenance Charge</b> Applicable to requests for the maintenance of electrical pulse devices. This is an optional service that covers repair/replacement of electric pulse equipment. If Retail Customer does not choose this service, Retail Customer is responsible for replacement charges according to discretionary service charge DD19.	\$ 10.00
DD21	<b>Customer Premise Information Research Service Charge</b> Applicable to requests for or identification of, previously provided data related to Retail Customer.	As Calculated
DD22	<b>Power Factor Correction Equipment Installation Charge</b> Applicable to requests for the installation of the equipment on Company's Delivery System necessary to correct the Retail Customer's power factor to the level specified in the Tariff. The Retail Customer will be given the opportunity to correct problem on Retail Customer's premises prior to Company taking this action. Failure of Retail Customer to correct its power factor problem constitutes a request for Company to install the necessary equipment as described above.	As Calculated
DD23	<b>Non-Standard Service Equipment Inspection/Testing Charge</b> Applicable to periodic inspection/testing of non-standard Delivery System equipment installed at the request of the Retail Customer. This charge is applied each month.	\$ 82.50
DD24	<b>Inadvertent Gain Charge</b> Applicable to Retail Electric Providers that have selected an incorrect premise from the ERCOT portal for a switch or move-in and Company is required to correct the inadvertent gain.	\$ 21.90

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

**6.1.4 Discretionary Charges**

Applicable: Entire Certified Service Area

Effective Date: January 15, 2015

Sheet: 3

Page 3 of 3

Revision: Original

DD25	<b>Retail Delivery Service Switchover Charge</b> Applicable to request to switch electric service of a consuming facility from Company to another utility that has the right to serve the consuming facility. Switchovers shall be handled pursuant to Substantive Rule §25.27, a copy of which will be provided upon request.  Self Contained A. Base Charge B. Base Charge Adder  Instrument Rated C. Base Charge D. Base Charge Adder  E. Facilities Recovery Charge	          \$538.55 \$156.85  \$797.55 \$343.40  As Calculated
DD26	<b>Miscellaneous Discretionary Service Charge</b> Applicable to requests for discretionary services not covered by the standard conditions above and are provided in accordance with Commission Substantive Rules and are charged on the basis of an estimate for the work or the Company's cost plus appropriate adders.	As Calculated
DD27	<b>Street Light Painting Service Charge</b> Applicable to requests to paint Company-owned street light poles and fixtures.	As Calculated
DD28	<b>Street Light and Other Pole Straightening Service Charge</b> Applicable to requests to straighten Company-owned street light poles and other Company-owned poles.	As Calculated
DD29	<b>Street Light Patrolling Service Charge</b> Applicable to requests from a governmental entity for Company to provide additional street light patrolling within a specific geographic area.	As Calculated
DD30	<b>Street Light Numbering Service Charge</b> Applicable to requests from a governmental entity for Company to number Company-owned lighting facilities.	As Calculated
DD31	<b>Street Light Circuit Bulb and Photocell Replacement Service Charge</b> Applicable to requests from a governmental entity for bulb and photocell replacement of an entire street light circuit on a predetermined schedule.	As Calculated
DD32	<del><b>Advanced Metering Pre-pay Customer Connect/Disconnect Charge</b></del> <del>is made for disconnection or reconnection of a pre-pay Retail Customer's distribution service at a premise where a provisioned AMS meter with remote disconnect/reconnect capability is installed and when the Competitive Retailer uses Oncor's prescribed process for disconnection/reconnection for a pre-paid customer with a provisioned AMS meter.</del>	<del>\$ 0.00</del>
DD33	<b>Advanced Metering Time of Use Programming Charge</b> is made for requests to program a provisioned AMS meter to collect metered data in the manner necessary to bill under time of use profiles existing on August 8, 2008.	\$ 0.00
DD34	<b>Evaluation of Retail Electric Provider Requests for Non-Standard Advanced Meters, Additional Metering Technology, or Advanced Features not Specifically Offered by Company</b> Applicable to requests in accordance with Subst. Rule §25.130(g)(2)(C) for a study evaluating the costs of providing non-standard advanced meters, additional metering technology, or advanced features not specifically offered by Company.	As Calculated
DD35	<b>Cost Differential for Non-Standard Advanced Meters or Features Pursuant to Requests Received Pursuant to DD34</b> Applicable to requests in accordance with Subst. Rule §25.130(g)(2)(A) and (B) for the differential costs of providing non-standard advanced meters, additional metering technology, or advanced features not specifically offered by Company that are in excess of the Company's standard advanced meters and features	As Calculated

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

**6.1.4 Discretionary Charges**

Applicable: Entire Certified Service Area

Effective Date: January 15, 2015

Sheet: 4

Page 1 of 1

Revision: Original

### 6.1.4.4 Distributed Generation Charges

DD36	<p><b>Distributed Generation Pre-Interconnection Study Fee</b> Applicable to requests for studies that may be required and conducted by Company for the interconnection of distributed generation on the Company's delivery system.</p> <p style="text-align: center;"><b>NON-EXPORTING</b></p> <p>A. 0 to 10 kW</p> <ol style="list-style-type: none"> <li>1. Pre-certified, not on network \$ 0.00</li> <li>2. Not pre-certified, not on network \$ 196.55</li> <li>3. Pre-certified, on network \$ 181.50 *</li> <li>4. Not pre-certified on network \$ 302.50</li> </ol> <p>B. 10+ to 500 kW</p> <ol style="list-style-type: none"> <li>1. Pre-certified, not on network \$ 166.40 **</li> <li>2. Not pre-certified, not on network \$ 287.40</li> <li>3. Pre-certified, on network \$ 862.15 *</li> <li>4. Not pre-certified on network \$1,573.00</li> </ol> <p>C. 500+ to 2000 kW</p> <ol style="list-style-type: none"> <li>1. Pre-certified, not on network \$ 468.90</li> <li>2. Not pre-certified, not on network \$ 589.90</li> <li>3. Pre-certified, on network \$2,329.25</li> <li>4. Not pre-certified on network \$2,329.25</li> </ol> <p>D. 2000+ kW</p> <ol style="list-style-type: none"> <li>1. Pre-certified, not on network \$ 786.50</li> <li>2. Not pre-certified, not on network \$ 907.50</li> <li>3. Pre-certified, on network \$2,737.65</li> <li>4. Not pre-certified on network \$3,327.50</li> </ol> <p style="text-align: center;"><b>EXPORTING</b></p> <p>A. 0 to 10 kW</p> <ol style="list-style-type: none"> <li>1. Pre-certified, not on network \$ 0.00</li> <li>2. Not pre-certified, not on network \$ 196.65</li> <li>3. Pre-certified, on network \$ 181.50 *</li> <li>4. Not pre-certified on network \$ 302.50</li> </ol> <p>B. 10+ to 500 kW</p> <ol style="list-style-type: none"> <li>1. Pre-certified, not on network \$ 166.40 **</li> <li>2. Not pre-certified, not on network \$ 287.40</li> <li>3. Pre-certified, on network \$1,179.75 *</li> <li>4. Not pre-certified on network \$1,724.25</li> </ol> <p>C. 500+ to 2000 kW</p> <ol style="list-style-type: none"> <li>1. Pre-certified, not on network \$ 468.90</li> <li>2. Not pre-certified, not on network \$ 589.90</li> <li>3. Pre-certified, on network \$3,009.90</li> <li>4. Not pre-certified on network \$3,130.90</li> </ol> <p>D. 2000+ kW</p> <ol style="list-style-type: none"> <li>1. Pre-certified, not on network \$ 786.50</li> <li>2. Not pre-certified, not on network \$ 907.50</li> <li>3. Pre-certified, on network \$3,327.50</li> <li>4. Not pre-certified on network \$3,448.50</li> </ol> <p>* No cost for inverter systems less than 20 kW. ** No cost if generator supplies less than 15% of feeder load and less than 25% of feeder fault current.</p>	
DD37	<p><b>Distributed Renewable Generation Metering</b> Applicable to installation, upon request pursuant to Substantive Rule § 25.213(b), by Retail Customer or Retail Customer's Competitive Retailer, of metering equipment that separately measures both the Customer's consumption from the distribution network and the out-flow that is delivered from the Customer's side of the Meter to the distribution network. Equipment shall be installed within 30 days of receipt of request.</p>	As Calculated

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

**6.2 Company Specific Rules & Regulations**  
Applicable: Entire Certified Service Area  
Effective Date: September 17, 2009 January 15, 2015

Sheet: 4  
Page 1 of 1  
Revision: Two Three

## 6.2.4 Additional Discretionary Service Information

### 6.2.4.1 Responsibilities for Discretionary Services

In connection with the Delivery of Electric Power and Energy to a Competitive Retailer's Retail Customers, the Competitive Retailer or Retail Customer, as applicable, shall pay for Discretionary Services provided to a particular Point of Delivery pursuant to Section 4.4, BILLING AND REMITTANCE. The following Discretionary Services may require a separate service agreement between Company and Competitive Retailer or between Company and Retail Customer prior to the provision of service:

DISCRETIONARY SERVICE CHARGE		APPLICABLE SERVICE AGREEMENT
SD4 (4)	Customer Requested Clearance	Discretionary Service Agreement
DD1	Delivery System Facilities Relocation/Removal Study	Discretionary Service Agreement
DD2	Delivery System Facilities Relocation/Removal	Discretionary Service Agreement
DD3	Competitive Meter Removal/Installation Service	Agreement for Meter Ownership and/or Access
DD4	Competitive Meter Physical Access Equipment Installation Service	Discretionary Service Agreement
DD6	Delivery System Facilities Installation	Facility Extension Agreement
DD7	Additional Service Design	Discretionary Service Agreement
DD8	Temporary Facilities	Facility Extension Agreement or Discretionary Service Agreement
DD11	PCB Inquiry and Testing	Discretionary Service Agreement
DD17	Meter Non-Standard Programming Service	Discretionary Service Agreement
DD18	Meter Communication Service	Discretionary Service Agreement
DD19	Electrical Pulse Equipment Installation/Replacement	Agreement and Terms and Conditions for Pulse Metering Equipment Installation
DD20	Electrical Pulse Equipment Maintenance	Agreement and Terms and Conditions for Pulse Metering Equipment Installation
DD27	Street Light Painting Service	Discretionary Service Agreement
DD28	Street Light and Other Pole Straightening Service	Discretionary Service Agreement
DD29	Street Light Patrolling Service	Discretionary Service Agreement
DD30	Street Light Numbering Service	Discretionary Service Agreement
DD31	Street Light Circuit Bulb and Photocell Replacement Service	Discretionary Service Agreement

### 6.2.4.2 Invoicing and Payment for Discretionary Services

Charges for the Discretionary Services outlined above will be invoiced by Company in the manner specified in the applicable service agreement. Unless alternative arrangements are made, payment in full must be received by Company prior to the provision of the requested service.

**CLEAN VERSION**

**TARIFF  
FOR  
RETAIL DELIVERY SERVICE**

**ONCOR ELECTRIC DELIVERY COMPANY LLC**

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

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

**Table of Contents**

Applicable: Entire Certified Service Area  
Effective Date: January 15, 2015

Page 1 of 7  
Revision: Seventeen

---

**TABLE OF CONTENTS**

<b>CHAPTER 1: DEFINITIONS.....</b>	<b>9</b>
<b>CHAPTER 2: DESCRIPTIONS OF COMPANY'S CERTIFIED SERVICE AREA.....</b>	<b>16</b>
<b>CHAPTER 3: GENERAL SERVICE RULES &amp; REGULATIONS .....</b>	<b>19</b>
3.1. APPLICABILITY .....	19
3.2 GENERAL.....	19
3.3 DESCRIPTION OF SERVICE.....	19
3.4 CHARGES ASSOCIATED WITH DELIVERY SERVICE .....	19
3.5 AVAILABILITY OF TARIFF.....	19
3.6 CHANGES TO TARIFF .....	20
3.7 NON-DISCRIMINATION.....	20
3.8 FORM AND TIMING OF NOTICE.....	20
3.9 DESIGNATION OF COMPANY CONTACT PERSONS FOR MATTERS RELATING TO DELIVERY SERVICE .....	21
3.10 INVOICING TO STATE AGENCIES .....	21
3.11 GOVERNING LAWS AND REGULATIONS .....	21
3.12 GOOD-FAITH OBLIGATION.....	21
3.13 QUALITY OF DELIVERY SERVICE .....	21
3.14 COOPERATION IN EMERGENCIES.....	21
3.15 SUCCESSORS AND ASSIGNS .....	21
3.16 EXERCISE OF RIGHT TO CONSENT .....	22
3.17 WAIVERS .....	22
3.18 HOURS OF OPERATION.....	22
3.19 PUBLIC SERVICE NOTICE .....	22
3.20 HEADINGS .....	22



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

**Table of Contents**

Applicable: Entire Certified Service Area  
Effective Date: January 15, 2015

Page 2 of 7  
Revision: Seventeen

<b>CHAPTER 4: SERVICE RULES AND REGULATIONS RELATING TO ACCESS TO DELIVERY SYSTEM OF COMPANY BY COMPETITIVE RETAILERS .....</b>	<b>23</b>
<b>4.1 GENERAL SERVICE RULES AND REGULATIONS .....</b>	<b>23</b>
4.1.1 APPLICABILITY OF CHAPTER .....	23
4.1.2 REQUIRED NOTICE .....	23
<b>4.2 LIMITS ON LIABILITY .....</b>	<b>23</b>
4.2.1 LIABILITY BETWEEN COMPANY AND COMPETITIVE RETAILERS .....	23
4.2.2 LIMITATION OF DUTY AND LIABILITY OF COMPETITIVE RETAILER .....	24
4.2.3 DUTY TO AVOID OR MITIGATE DAMAGES .....	24
4.2.4 FORCE MAJEURE .....	24
4.2.5 EMERGENCIES AND NECESSARY INTERRUPTIONS .....	24
4.2.6 LIMITATION OF WARRANTIES BY COMPANY .....	25
<b>4.3 SERVICE .....</b>	<b>25</b>
4.3.1 ELIGIBILITY .....	25
4.3.2 INITIATION OF DELIVERY SYSTEM SERVICE (SERVICE CONNECTION) .....	25
4.3.2.1 INITIATION OF DELIVERY SYSTEM SERVICE WHERE CONSTRUCTION SERVICES ARE NOT REQUIRED .....	25
4.3.2.2 INITIATION OF DELIVERY SYSTEM SERVICE WHERE CONSTRUCTION SERVICES ARE REQUIRED .....	26
4.3.3 REQUESTS FOR DISCRETIONARY SERVICES INCLUDING CONSTRUCTION SERVICES .....	26
4.3.4 CHANGING OF DESIGNATED COMPETITIVE RETAILER .....	26
4.3.5 SWITCHING FEE .....	27
4.3.6 IDENTIFICATION OF THE PREMISES AND SELECTION OF RATE SCHEDULES .....	27
4.3.7 PROVISION OF DATA BY COMPETITIVE RETAILER TO COMPANY .....	28
4.3.8 SUSPENSION OF DELIVERY SERVICE .....	28
4.3.9 CRITICAL CARE, CHRONIC CONDITION, CRITICAL LOAD CUSTOMER DESIGNATION .....	28
4.3.9.1 CRITICAL CARE OR CHRONIC CONDITION RESIDENTIAL CUSTOMER STATUS .....	28
4.3.9.2 CRITICAL LOAD INDUSTRIAL CUSTOMER OR CRITICAL LOAD PUBLIC SAFETY CUSTOMER .....	29
4.3.9.3 OTHER COMPANY RESPONSIBILITIES .....	29
4.3.10 NOTICED SUSPENSION NOT RELATED TO EMERGENCIES OR NECESSARY INTERRUPTIONS .....	29
4.3.11 RESTORATION OF DELIVERY SERVICE .....	30
4.3.12 DISCONNECTION OF SERVICE TO RETAIL CUSTOMER'S FACILITIES AT THE REQUEST OF COMPETITIVE RETAILER .....	30
4.3.12.1 MOVE OUT REQUEST .....	30
4.3.12.2 DISCONNECTION DUE TO NON-PAYMENT OF COMPETITIVE RETAILER CHARGES; RECONNECTION AFTER DISCONNECTION .....	30
4.3.12.3 COORDINATED DISCONNECTION .....	31
4.3.13 CUSTOMER REQUESTED CLEARANCE .....	31
4.3.14 EXTREME WEATHER .....	31
<b>4.4 BILLING AND REMITTANCE .....</b>	<b>31</b>
4.4.1 CALCULATION AND TRANSMITTAL OF DELIVERY SERVICE INVOICES .....	31
4.4.2 CALCULATION AND TRANSMITTAL OF CONSTRUCTION SERVICE CHARGES .....	32
4.4.3 INVOICE CORRECTIONS .....	32

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

**Table of Contents**

Applicable: Entire Certified Service Area  
Effective Date: January 15, 2015

Page 3 of 7  
Revision: Seventeen

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

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

**Table of Contents**

Applicable: Entire Certified Service Area  
Effective Date: January 15, 2015

Page 4 of 7  
Revision: Seventeen

<b>4.9</b>	<b>DISPUTE RESOLUTION PROCEDURES .....</b>	<b>45</b>
4.9.1	COMPLAINT PROCEDURES.....	45
4.9.2	COMPLAINT WITH REGULATORY AUTHORITY .....	45
<b>4.10</b>	<b>SERVICE INQUIRIES.....</b>	<b>45</b>
<b>4.11</b>	<b>OUTAGE AND SERVICE REQUEST REPORTING.....</b>	<b>46</b>
4.11.1	NOTIFICATION OF INTERRUPTIONS, IRREGULARITIES, AND SERVICE REQUESTS .....	46
4.11.2	RESPONSE TO REPORTS OF INTERRUPTIONS AND REPAIR REQUESTS .....	47
<b>CHAPTER 5:</b>	<b>SERVICE RULES AND REGULATIONS RELATING TO THE PROVISION OF DELIVERY SERVICE TO RETAIL CUSTOMERS .....</b>	<b>48</b>
<b>5.1</b>	<b>GENERAL.....</b>	<b>48</b>
5.1.1	APPLICABILITY OF CHAPTER.....	48
5.1.2	COMPANY CONTACT INFORMATION.....	48
<b>5.2</b>	<b>LIMITS ON LIABILITY .....</b>	<b>48</b>
5.2.1	LIABILITY BETWEEN COMPANY AND RETAIL CUSTOMERS .....	48
5.2.2	LIMITATION OF DUTY AND LIABILITY OF COMPETITIVE RETAILER .....	49
5.2.3	DUTY TO AVOID OR MITIGATE DAMAGES .....	49
5.2.4	FORCE MAJEURE.....	49
5.2.5	EMERGENCIES AND NECESSARY INTERRUPTIONS.....	49
5.2.6	LIMITATION OF WARRANTIES BY COMPANY.....	50
<b>5.3</b>	<b>SERVICE .....</b>	<b>50</b>
5.3.1	INITIATION OF DELIVERY SYSTEM SERVICE (SERVICE CONNECTION).....	50
5.3.1.1	INITIATION OF DELIVERY SYSTEM SERVICE WHERE CONSTRUCTION SERVICES ARE NOT REQUIRED.....	50
5.3.1.2	INITIATION OF DELIVERY SYSTEM SERVICE WHERE CONSTRUCTION SERVICES ARE REQUIRED .....	51
5.3.2	REQUESTS FOR CONSTRUCTION SERVICES .....	51
5.3.3	CHANGING OF DESIGNATED COMPETITIVE RETAILER.....	51
5.3.4	SWITCHING FEES AND SWITCHOVERS .....	51
5.3.5	IDENTIFICATION OF THE PREMISES AND SELECTION OF RATE SCHEDULES .....	51
5.3.6	CHANGES IN RATE SCHEDULES .....	52
5.3.7	SUSPENSION OF SERVICE .....	52
5.3.7.1	URGENT SUSPENSIONS.....	52
5.3.7.2	OTHER SUSPENSIONS .....	53
5.3.7.3	RESTORATION OF SERVICE .....	53
5.3.7.4	PROHIBITED SUSPENSION OR DISCONNECTION .....	53
5.3.8	DISCONNECTION AND RECONNECTION OF SERVICE TO RETAIL CUSTOMER'S FACILITIES.....	54
<b>5.4</b>	<b>ELECTRICAL INSTALLATION AND RESPONSIBILITIES.....</b>	<b>54</b>
5.4.1	RETAIL CUSTOMER'S ELECTRICAL INSTALLATION AND ACCESS.....	54
5.4.2	INSPECTION AND APPROVAL OF RETAIL CUSTOMER'S ELECTRICAL INSTALLATION.....	55
5.4.3	LOCATION OF POINT OF DELIVERY AND RETAIL CUSTOMER'S ELECTRIC INSTALLATION.....	55

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

**Table of Contents**

Applicable: Entire Certified Service Area  
Effective Date: January 15, 2015

Page 5 of 7  
Revision: Seventeen

5.4.4	CONNECTION OF RETAIL CUSTOMER'S ELECTRICAL INSTALLATION TO COMPANY FACILITIES.....	55
5.4.5	PROVISIONS FOR COMPANY FACILITIES AND EQUIPMENT AND THE METER.....	56
5.4.6	RETAIL CUSTOMER'S DUTY REGARDING COMPANY'S FACILITIES ON RETAIL CUSTOMER'S PREMISES .....	56
5.4.7	UNAUTHORIZED USE OF DELIVERY SYSTEM .....	56
5.4.8	ACCESS TO RETAIL CUSTOMER'S PREMISES .....	57
<b>5.5</b>	<b>RETAIL CUSTOMER'S ELECTRICAL LOAD .....</b>	<b>57</b>
5.5.1	LOAD BALANCE.....	57
5.5.2	INTERMITTENT ELECTRICAL LOADS AND LIMITATIONS ON ADVERSE EFFECTS ..	57
5.5.3	EQUIPMENT SENSITIVE TO VOLTAGE AND WAVE FORMS .....	58
5.5.4	CHANGE IN RETAIL CUSTOMER'S ELECTRICAL LOAD .....	58
5.5.5	POWER FACTOR.....	58
5.5.6	TESTING OF RETAIL CUSTOMER EQUIPMENT .....	59
<b>5.6</b>	<b>LIMITATIONS ON USE OF DISTRIBUTION SERVICE .....</b>	<b>59</b>
5.6.1	INTRASTATE RETAIL DELIVERY SERVICE LIMITATIONS (FOR ERCOT UTILITIES) .	59
5.6.2	PARALLEL OPERATION .....	59
<b>5.7</b>	<b>FACILITIES EXTENSION POLICY .....</b>	<b>59</b>
5.7.1	GENERAL.....	59
5.7.2	CONTRACTUAL ARRANGEMENTS.....	60
5.7.3	PROCESSING OF REQUESTS FOR CONSTRUCTION OF DELIVERY SYSTEM .....	60
5.7.4	ALLOWANCE FOR FACILITIES.....	61
5.7.5	NON-STANDARD FACILITIES.....	61
5.7.6	CUSTOMER REQUESTED FACILITY UPGRADES .....	61
5.7.7	TEMPORARY DELIVERY SYSTEM.....	61
5.7.8	REMOVAL AND RELOCATION OF COMPANY'S FACILITIES AND METERS.....	61
5.7.9	DISMANTLING OF COMPANY'S FACILITIES.....	62
<b>5.8</b>	<b>BILLING AND REMITTANCE .....</b>	<b>62</b>
5.8.1	BILLING OF DELIVERY CHARGES .....	62
5.8.2	BILLING TO RETAIL CUSTOMER BY COMPANY .....	62
<b>5.9</b>	<b>DEFAULT AND REMEDIES ON DEFAULT .....</b>	<b>62</b>
5.9.1	COMPANY REMEDIES ON DEFAULT BY COMPETITIVE RETAILER.....	62
<b>5.10</b>	<b>METER .....</b>	<b>63</b>
5.10.1	METERING PRACTICES .....	63
5.10.2	RETAIL CUSTOMER RESPONSIBILITY AND RIGHTS .....	63
5.10.2.1	REQUIREMENTS .....	63
5.10.3	METERING OF RETAIL CUSTOMER'S INSTALLATION IN MULTI-METERED BUILDINGS .....	64
5.10.4	LOCATION OF METER.....	64
5.10.5	NON-COMPANY OWNED METERS .....	64
<b>5.11</b>	<b>RETAIL CUSTOMER INQUIRIES.....</b>	<b>65</b>
5.11.1	SERVICE INQUIRIES .....	65
5.11.2	COMPLAINTS.....	66
5.11.3	BILLING INQUIRIES .....	66

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

**Table of Contents**

Applicable: Entire Certified Service Area  
Effective Date: January 15, 2015

Page 6 of 7  
Revision: Seventeen

<b>5.12</b>	<b>OUTAGE REPORTING .....</b>	<b>66</b>
5.12.1	NOTIFICATION OF INTERRUPTIONS, IRREGULARITIES, AND SERVICE REPAIR REQUESTS .....	66
5.12.2	RESPONSE TO REPORTS OF INTERRUPTIONS AND REPAIR REQUESTS .....	66
<b>CHAPTER 6:</b>	<b>COMPANY SPECIFIC ITEMS.....</b>	<b>67</b>
<b>6.1</b>	<b>RATE SCHEDULES.....</b>	<b>67</b>
6.1.1	DELIVERY SYSTEM CHARGES.....	67
6.1.1.1	CHARGES FOR TRANSMISSION AND DISTRIBUTION SYSTEM SERVICE .....	67
6.1.1.1.1	RESIDENTIAL SERVICE .....	67
6.1.1.1.2	SECONDARY SERVICE LESS THAN OR EQUAL TO 10 KW.....	69
6.1.1.1.3	SECONDARY SERVICE GREATER THAN 10 KW .....	71
6.1.1.1.4	PRIMARY SERVICE LESS THAN OR EQUAL TO 10 KW.....	74
6.1.1.1.5	PRIMARY SERVICE GREATER THAN 10 KW - DISTRIBUTION LINE .....	75
6.1.1.1.6	PRIMARY SERVICE GREATER THAN 10 KW - SUBSTATION .....	77
6.1.1.1.7	TRANSMISSION SERVICE .....	79
6.1.1.1.8	LIGHTING SERVICE.....	81
6.1.1.2	SCHEDULE TC.....	88
6.1.1.2.1	RIDER TC1 - TRANSITION CHARGE .....	88
6.1.1.2.2	RIDER TC2 - TRANSITION CHARGE .....	95
6.1.1.3	CTC .....	102
6.1.1.3.1	RIDER CTC - COMPETITION TRANSITION CHARGE .....	102
6.1.1.4	CHARGES FOR SBF .....	103
6.1.1.4.1	RIDER SBF - SYSTEM BENEFIT FUND CHARGE .....	103
6.1.1.5	CHARGES FOR NUCLEAR DECOMMISSIONING .....	104
6.1.1.5.1	RIDER NDC - NUCLEAR DECOMMISSIONING CHARGES .....	104
6.1.1.6	OTHER CHARGES.....	105
6.1.1.6.1	RIDER TRANSMISSION COST RECOVERY FACTOR (TCRF) .....	105
6.1.1.6.2	RIDER CMC - COMPETITIVE METERING CREDIT .....	108
6.1.1.6.3	RIDER EECRF - ENERGY EFFICIENCY COST RECOVERY FACTOR.....	109
6.1.1.6.4	RIDER AMCRF - ADVANCED METERING COST RECOVERY FACTOR .....	110
6.1.1.6.5	RIDER RCE-R - RATE CASE EXPENSE REMAND SURCHARGE .....	111
6.1.1.6.6	RIDER SCUD - STATE COLLEGES & UNIVERSITIES DISCOUNT .....	112
6.1.1.6.7	RIDER RCE2 - RATE CASE EXPENSE SURCHARGE TWO.....	113
6.1.2	DISCRETIONARY SERVICE CHARGES (PREMISES WITH A STANDARD METER).....	114
6.1.2.1	UNIFORM DISCRETIONARY SERVICE CHARGES .....	115
6.1.2.2	CONSTRUCTION SERVICE CHARGES.....	121
6.1.2.3	COMPANY-SPECIFIC DISCRETIONARY CHARGES OTHER THAN CONSTRUCTION SERVICE CHARGES .....	127
6.1.2.4	DISTRIBUTED GENERATION CHARGES .....	130
6.1.3	DISCRETIONARY SERVICE CHARGES (PREMISES WITH A NON-STANDARD METER OTHER THAN AN AMS-M METER, AND PREMISES WITH UNMETERED SERVICE).....	131
6.1.3.1	UNIFORM DISCRETIONARY SERVICE CHARGES .....	132
6.1.3.2	CONSTRUCTION SERVICE CHARGES.....	139
6.1.3.3	COMPANY-SPECIFIC DISCRETIONARY CHARGES OTHER THAN CONSTRUCTION SERVICE CHARGES.....	145
6.1.3.4	DISTRIBUTED GENERATION CHARGES .....	148
6.1.4	DISCRETIONARY SERVICE CHARGES (PREMISES WITH AN AMS-M METER ) .....	149
6.1.4.1	UNIFORM DISCRETIONARY SERVICE CHARGES .....	150

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

**Table of Contents**

Applicable: Entire Certified Service Area  
Effective Date: January 15, 2015

Page 7 of 7  
Revision: Seventeen

6.1.4.2	CONSTRUCTION SERVICE CHARGES .....	157
6.1.4.3	COMPANY-SPECIFIC DISCRETIONARY CHARGES OTHER THAN CONSTRUCTION SERVICE CHARGES .....	163
6.1.4.4	DISTRIBUTED GENERATION CHARGES .....	166
<b>6.2</b>	<b>COMPANY-SPECIFIC TERMS AND CONDITIONS .....</b>	<b>167</b>
6.2.1	DEFINITIONS .....	167
6.2.2	STANDARD VOLTAGES .....	169
6.2.3	ADDITIONAL DELIVERY SERVICE INFORMATION .....	170
6.2.4	ADDITIONAL DISCRETIONARY SERVICE INFORMATION .....	171
<b>6.3</b>	<b>AGREEMENTS AND FORMS .....</b>	<b>172</b>
6.3.1	FACILITIES EXTENSION AGREEMENT .....	172
6.3.2	TRANSMISSION/SUBSTATION FACILITY EXTENSION AGREEMENT .....	174
6.3.3	INTERCONNECTION AND PARALLEL OPERATION OF DISTRIBUTED GENERATION .....	176
6.3.4	AGREEMENT FOR INTERCONNECTION AND PARALLEL OPERATION OF DISTRIBUTED GENERATION .....	179
6.3.5	DISCRETIONARY SERVICE AGREEMENT .....	185
6.3.6	EASEMENT AND RIGHT OF WAY (FORM 50.2000) .....	187
6.3.7	EASEMENT AND RIGHT OF WAY (FORM 50.2100) .....	189
6.3.8	EASEMENT AND RIGHT OF WAY (FORM 50.3200) .....	190
6.3.9	EASEMENT AND RIGHT OF WAY (FORM 50.3400) .....	191
6.3.10	EASEMENT AND RIGHT OF WAY (FORM 50.3500) .....	192
6.3.11	EASEMENT AND RIGHT OF WAY (FORM 50.3700) .....	193
6.3.12	GRANT OF EASEMENT (VETERAN'S LAND BOARD) .....	194
6.3.13	GRANT OF EASEMENT (VETERAN'S LAND BOARD) .....	196
6.3.14	AGREEMENT AND TERMS AND CONDITIONS FOR PULSE METERING EQUIPMENT INSTALLATION .....	198
6.3.15	AGREEMENT FOR METER OWNERSHIP AND/OR ACCESS FOR NON-COMPANY OWNED METERS .....	200
6.3.16	COMPETITIVE METERING LETTER OF AGENCY .....	205
6.3.17	AGREEMENT FOR STREET LIGHTING SERVICE .....	207
<b>6.4</b>	<b>RATE ADMINISTRATION .....</b>	<b>214</b>
6.4.1	CITIES IN WHICH RIDER UFCRF AND THE AGREEMENT FOR UNDERGROUND FACILITIES AND COST RECOVERY HAVE BEEN APPROVED .....	214
<b>APPENDIX A</b>	<b>.....</b>	<b>215</b>
<b>AGREEMENT BETWEEN COMPANY AND COMPETITIVE RETAILER REGARDING TERMS AND CONDITIONS OF DELIVERY OF ELECTRIC POWER AND ENERGY (DELIVERY SERVICE AGREEMENT) .....</b>		<b>215</b>

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

**Chapter 1: Definitions**

Applicable: Entire Certified Service Area  
Effective Date: January 15, 2015

Page 1 of 7  
Revision: Seven

## **Chapter 1: Definitions**

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

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

**ADVANCED METERING SYSTEM (AMS).** As defined in P.U.C. SUBST. R. 25.130, Advanced Metering.

**AMS-M METER.** A Meter that has all the functionality of a Standard Meter except for remote disconnection and reconnection.

**ADVANCED METERING SYSTEM (AMS) OPERATIONAL DAY.** Any day but Sunday or a holiday as defined in Section 3.18, HOURS OF OPERATION.

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

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

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

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

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

**BUSINESS DAY.** Any day that Company's corporate offices are open for business, in accordance with Section 3.18, HOURS OF OPERATION.

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

**CHRONIC CONDITION RESIDENTIAL CUSTOMER.** As defined in P.U.C. SUBST. R. 25.497, Critical Load Industrial Customers, Critical Load Public Safety Customers, Critical Care Residential Customers, and Chronic Condition Residential Customers.

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

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

**Chapter 1: Definitions**

Applicable: Entire Certified Service Area  
Effective Date: January 15, 2015

Page 2 of 7  
Revision: Seven

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

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

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

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

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

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

**CRITICAL CARE RESIDENTIAL CUSTOMER.** As defined in P.U.C. SUBST. R. 25.497, Critical Load Industrial Customers, Critical Load Public Safety Customers, Critical Care Residential Customers, and Chronic Condition Residential Customers.

**CRITICAL LOAD INDUSTRIAL CUSTOMER.** As defined in P.U.C. SUBST. R. 25.497, Critical Load Industrial Customers, Critical Load Public Safety Customers, Critical Care Residential Customers, and Chronic Condition Residential Customers .

**CRITICAL LOAD PUBLIC SAFETY CUSTOMER.** As defined in P.U.C. SUBST. R. 25.497, Critical Load Industrial Customers, Critical Load Public Safety Customers, Critical Care Residential Customers, and Chronic Condition Residential Customers.

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

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

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

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

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

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



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

**Chapter 1: Definitions**

Applicable: Entire Certified Service Area  
Effective Date: January 15, 2015

Page 3 of 7  
Revision: Seven

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

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

**DEMAND RATCHET.** As defined in P.U.C. SUBST. R. 25.244, Billing Demand for Certain Utility Customers.

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

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

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

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

**ELECTRIC RELIABILITY COUNCIL OF TEXAS (ERCOT).** The Electric Reliability Council of Texas, Inc. as defined in P.U.C. SUBST. R. 25.5, Definitions.

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

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

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

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

**FIELD OPERATIONAL DAY.** Any day but Saturday, Sunday, or a holiday designated in or pursuant to Section 3.18, HOURS OF OPERATION.

**FIRST AVAILABLE SWITCH DATE (FASD).** As defined in ERCOT Nodal Protocols Section 15, CUSTOMER REGISTRATION.

**GOOD UTILITY PRACTICE.** As defined in P.U.C. SUBST. R. 25.5, Definitions.

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

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

**Chapter 1: Definitions**

Applicable: Entire Certified Service Area  
Effective Date: January 15, 2015

Page 4 of 7  
Revision: Seven

---

**INTERVAL DATA.** Meter data that reports electricity usage in 15-minute intervals.

**INTERVAL DATA RECORDER (IDR) METER.** Metering Equipment that is designed to provide Interval Data and does not otherwise qualify as a Standard Meter or an AMS-M Meter.

**KILOVOLT-AMPERES (kVA).** 1,000 volt-amperes.

**KILOWATT (kW).** 1,000 watts.

**KILOWATT-HOUR (kWh).** 1,000 watt-hours.

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

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

**METER DATA.** The data contained within, or generated by, the Meter that is used by Company to calculate charges for service pursuant to this Tariff. This term includes Interval Data.

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

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

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

**METER REMOVAL.** Removal of a Meter by Company as authorized under this Tariff.

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

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

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

**Chapter 1: Definitions**

Applicable: Entire Certified Service Area

Effective Date: January 15, 2015

Page 5 of 7

Revision: Seven

**NON-BUSINESS DAY.** Any day that Company's corporate offices are not open for business, in accordance with Section 3.18, HOURS OF OPERATION.

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

**NON-STANDARD METER.** A Meter that is not a Standard Meter because it lacks the ability to provide one or more of the following functions: automated or remote Meter Reading, two-way communications, remote disconnection and reconnection capability, or the capability to provide Interval Data. A Non-Standard Meter includes a Meter that is otherwise a Standard Meter but has one or more of the aforementioned functionalities disabled.

**NON-STANDARD METERING SERVICE.** Service using a Non-Standard Meter.

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

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

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

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

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

**PUBLIC UTILITY REGULATORY ACT (PURA).** Public Utility Regulatory Act, Texas Utilities Code, Title II.

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

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

**RETAIL CUSTOMER.** An end-use customer who purchases Electric Power and Energy and ultimately consumes it. Whenever used in the context of Construction Services, the term Retail Customer also includes property owners, builders, developers, contractors, governmental entities, or any other organization, entity, or individual that is not a Competitive Retailer making a request for such services to the Company. For purposes of Sections 4.2.1 and 5.2.1 of Company's Tariff, Retail Customer includes any organization, entity, or individual who consumes Electric Power and Energy but does not purchase it and includes, but is not limited to, guests, occupants, and tenants.

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

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

**Chapter 1: Definitions**

Applicable: Entire Certified Service Area  
Effective Date: January 15, 2015

Page 6 of 7  
Revision: Seven

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

**RETAIL ELECTRIC PROVIDER or REP.** As defined in PURA §31.002(17), Definitions.

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

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

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

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

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

**STANDARD METER.** A Meter that the Company has deployed in accordance with P.U.C. SUBST. R. 25.130(d), with the capabilities defined in P.U.C. SUBST. R. 25.130(g), including automated or remote Meter Reading, two-way communications, remote disconnection and reconnection capability, and the capability to provide Interval Data.

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

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

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

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

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

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

**Chapter 1: Definitions**

Applicable: Entire Certified Service Area  
Effective Date: January 15, 2015

Page 7 of 7  
Revision: Seven

---

**UNMETERED SERVICE.** Delivery Service to Premises without a Meter.

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

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

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

Applicable: Entire Certified Service Area

Effective Date: September 17, 2009

Page 1 of 3

Revision: Two

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

### **2.0 Utility Operations**

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

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

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

# Tariff for Retail Delivery Service Oncor Electric Delivery Company LLC

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

Applicable: Entire Certified Service Area

Effective Date: September 17, 2009

Page 2 of 3

Revision: Two

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

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

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

Applicable: Entire Certified Service Area

Effective Date: September 17, 2009

Page 3 of 3

Revision: Two

**2.2 Cities Previously Served by TXU SESCO**

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

**2.3 Counties Previously Served by TXU Electric**

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

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

Anderson	Henderson	Rusk
Cherokee	Limestone	Smith
Falls	McLennan	
Freestone	Milam	



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

**Chapter 3: General Service Rules & Regulations**  
Applicable: Entire Certified Service Area  
Effective Date: January 15, 2015

Page 1 of 4  
Revision: Three

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

### **3.1. APPLICABILITY**

This Tariff governs the rates, terms of access and conditions of the provision of Delivery Service by Company to Competitive Retailers and Retail Customers. The provisions of this Tariff shall uniformly apply to all Competitive Retailers and Retail Customers receiving Delivery Service from Company. This Tariff does not apply to the provision of service to wholesale customers. To the extent that a financing order of the PUCT relating to securitization conflicts with any portion of this Tariff, the terms of such order shall be controlling.

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

### **3.2 GENERAL**

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

### **3.3 DESCRIPTION OF SERVICE**

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

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

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

### **3.5 AVAILABILITY OF TARIFF**

Copies of this Tariff are on file with the Commission and are also available for inspection at any business office of the Company. Company will provide a Competitive Retailer and Retail Customer, upon request and at no cost, a copy of the Rate Schedule under which Delivery Service is provided to

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

**Chapter 3: General Service Rules & Regulations**  
Applicable: Entire Certified Service Area  
Effective Date: January 15, 2015

Page 2 of 4  
Revision: Three

Retail Customer. Additional copies of its Rate Schedules, or any portion of this Tariff, shall be provided by Company pursuant to the Rate Schedules included in this Tariff. Company shall post on its Internet site a copy of its current, complete Tariff in a standard electronic format for downloading free of charge.

### **3.6 CHANGES TO TARIFF**

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

### **3.7 NON-DISCRIMINATION**

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

### **3.8 FORM AND TIMING OF NOTICE**

A notice, demand, or request required or authorized under this Tariff to be given by any party to any other party shall be in paper format or conveyed electronically, as specified in the section of this Tariff requiring such notice. Electronic notice shall be given in accordance with the appropriate TX SET protocol if a TX SET transaction exists. If a TX SET transaction does not exist, electronic notice shall be provided to the authorized representative for the Competitive Retailer in accordance with Section 3.9. Any notice, demand, or request provided electronically, other than those for which a standard market transaction exists, shall be deemed delivered when received by the designated contact. Notice provided in paper format shall either be personally delivered, transmitted by telecopy or facsimile equipment (with receipt confirmed), sent by overnight courier or mailed, by certified mail, return receipt requested, postage pre-paid, to the designated contact. Any such notice, demand, or request in paper format shall be deemed to be given when so delivered or three days after mailed unless the party asserting that such notice was provided is unable to show evidence of its delivery. The designated contact is the contact designated in the Delivery Service Agreement or contact(s) otherwise agreed to by the parties, except that for notices required under Sections 4.4.6 and 4.6 of this Tariff, the "designated contact" shall be the contact(s) designated in the Delivery Service Agreement.

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

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

Applicable: Entire Certified Service Area

Effective Date: January 15, 2015

Page 3 of 4

Revision: Three

The timelines for the provision of notice from Company to Competitive Retailer are specified in applicable sections in this Tariff.

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

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

**3.10 INVOICING TO STATE AGENCIES**

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

**3.11 GOVERNING LAWS AND REGULATIONS**

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

**3.12 GOOD-FAITH OBLIGATION**

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

**3.13 QUALITY OF DELIVERY SERVICE**

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

**3.14 COOPERATION IN EMERGENCIES**

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

**3.15 SUCCESSORS AND ASSIGNS**

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

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

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

Applicable: Entire Certified Service Area

Effective Date: January 15, 2015

Page 4 of 4

Revision: Three

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**3.16 EXERCISE OF RIGHT TO CONSENT**

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

**3.17 WAIVERS**

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

**3.18 HOURS OF OPERATION**

Company's normal hours of operation are 8:00 AM – 5:00 PM CPT on Monday – Friday, excluding holidays. Company recognizes the following holidays on their day of federal observance: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Company may establish additional holiday observances by posting the additional holiday observance on Company's website no later than October 31 of the preceding calendar year. Company may expand its normal hours of operation at its discretion. Notwithstanding its designated hours of operation, Company shall ensure that personnel and other resources are available to process and complete service orders in compliance with Chapter 6 and other Applicable Legal Authorities. Company shall also ensure that personnel and other resources are available to respond to emergencies at all times.

**3.19 PUBLIC SERVICE NOTICE**

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

**3.20 HEADINGS**

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

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

Chapter 4: Service Rules & Regulations (Competitive Retailers)  
Applicable: Entire Certified Service Area  
Effective Date: January 15, 2015

Page 1 of 25  
Revision: Six

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

### **4.1 GENERAL SERVICE RULES AND REGULATIONS**

#### **4.1.1 APPLICABILITY OF CHAPTER**

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

#### **4.1.2 REQUIRED NOTICE**

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

### **4.2 LIMITS ON LIABILITY**

#### **4.2.1 LIABILITY BETWEEN COMPANY AND COMPETITIVE RETAILERS**

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

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

*Company will make reasonable provisions to provide Construction Service, but does not guarantee the timeliness of initiating or completing such Construction Service nor the suitability of such facilities for Retail Customer's specific uses. 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 the failure to provide timely or suitable Construction Service. The term "Construction Service" in this paragraph includes any and all services that (a) are provided, (b) fail to be provided, or (c) fail to be timely provided by Company, from the time Retail Customer first contacts Company with respect to the provision of any type of Construction or Delivery Service.*

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

**Chapter 4: Service Rules & Regulations (Competitive Retailers)**  
Applicable: Entire Certified Service Area  
Effective Date: January 15, 2015

Page 2 of 25  
Revision: Six

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

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

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

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

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

#### **4.2.4 FORCE MAJEURE**

*Neither Company nor Competitive Retailer shall be liable 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, act of terrorism, war, insurrection, riot, fire, explosion, labor disturbance or strike, wildlife, unavoidable accident, equipment or material shortage, breakdown or accident to machinery or equipment, or good-faith compliance with a then valid curtailment, order, regulation or restriction imposed by governmental, military, or lawfully established civilian authorities, including any order or directive of the Independent Organization.*

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

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

Company shall provide advance notice to Competitive Retailer of such actions, if reasonably possible. Such notice may be provided by electronic notice to all certificated Competitive Retailers operating within the Company's service territory with specific identification of location, time, and expected duration of the outage. If reasonably possible, Company shall provide notice to Competitive Retailer no later than one hour after the initiation of the curtailment, interruption, or voltage reduction that occurs due to the emergency if the emergency occurs during the Company's normal hours of operation as defined in Section 3.18. If the emergency occurs outside Company's normal hours of operation, Company shall provide notice as soon as reasonably possible under the circumstances to Competitive Retailer after the initiation of the

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

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

Applicable: Entire Certified Service Area

Effective Date: January 15, 2015

Page 3 of 25

Revision: Six

curtailment, interruption, or voltage reduction that occurs due to the emergency. Advanced 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, and Critical Load Public Safety Customers.

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

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

**4.2.6 LIMITATION OF WARRANTIES BY COMPANY**

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

**4.3 SERVICE**

**4.3.1 ELIGIBILITY**

A Competitive Retailer is eligible for Delivery Service when:

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

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

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

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

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

- (1) The Retail Customer's Electrical Installation is known to be hazardous or interferes with the service of other Retail Customers; or

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

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

Applicable: Entire Certified Service Area

Effective Date: January 15, 2015

Page 4 of 25

Revision: Six

- (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.

Company may decline to initiate Delivery Service if it cannot be provided consistent with Good Utility Practice. Company shall provide service and if a charge has been authorized by the Commission, Company may assess a charge for service connection pursuant to Section 6.1, RATE SCHEDULES.

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

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

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

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

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

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

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

**4.3.4 CHANGING OF DESIGNATED COMPETITIVE RETAILER**

Company shall change a Retail Customer's designated Competitive Retailer upon receipt of proper notification from the Registration Agent, in accordance with Applicable Legal Authorities,



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

**Chapter 4: Service Rules & Regulations (Competitive Retailers)**  
Applicable: Entire Certified Service Area  
Effective Date: January 15, 2015

Page 5 of 25  
Revision: Six

unless the new Competitive Retailer is in default under this Tariff. Competitive Retailer may request a Meter Reading for the purpose of a self-selected switch subject to charges and timeframes specified in Chapter 6. Charges for a Meter Reading for the purpose of self-selected switch shall be applied only if data is collected for an Actual Meter Reading. As provided by Chapter 6, separate charges may apply in the event a trip is made to collect the data, but collection of data is prevented due to lack of access to the Meter, or estimation is necessary to complete a mass transition of customers within a specified time, as required by Applicable Legal Authorities. Otherwise, no charge shall be applied if Billing Determinants are estimated. Company shall honor the requested switch date contained in the TX SET transaction in accordance with Applicable Legal Authorities to the extent that Company has received the request within the timeframes established in Applicable Legal Authorities. Company shall release proprietary customer information to the designated Competitive Retailer in a manner prescribed by the Applicable Legal Authorities.

#### **4.3.5 SWITCHING FEE**

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

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

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

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

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

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

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

Applicable: Entire Certified Service Area

Effective Date: January 15, 2015

Page 6 of 25

Revision: Six

for the selection of the Rate Schedule or for any failure to select the most appropriate Rate Schedule for the Retail Customers' Delivery Service requirements. Upon the request of the Retail Customer's Competitive Retailer, the Company shall switch a Retail Customer's Rate Schedule to any applicable Rate Schedule for which the Retail Customer is eligible.

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

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

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

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

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

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

**4.3.8 SUSPENSION OF DELIVERY SERVICE**

Company shall notify, as soon as reasonably possible, the affected Retail Customer's Competitive Retailer of a suspension of Delivery Service pursuant to Section 5.3.7.1.

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

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

Upon receipt of the Application for Chronic Condition or Critical Care Residential Status, Company shall:

- (1) Follow the procedures specified in P.U.C. SUBST. R. 25.497 for processing the application and designating a Retail Customer as a Critical Care Residential Customer or Chronic Condition Residential Customer and for notifying the

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

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

Applicable: Entire Certified Service Area  
Effective Date: January 15, 2015

Page 7 of 25  
Revision: Six

- Competitive Retailer and Retail Customer of any designation and any change in Retail Customer's designation;
- (2) Follow the requirements under P.U.C. SUBST. R. 25.497 for sending renewal notices to a Retail Customer designated as a Critical Care Residential Customer or Chronic Condition Residential Customer; and
  - (3) Ensure ESI IDs are properly identified for Critical Care Residential Customer or Chronic Condition Residential Customer status in Company systems and on applicable retail market transactions.

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

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

- (1) Follow the Company-established process for evaluating the request for designation as a Critical Load Industrial Customer or Critical Load Public Safety Customer in collaboration with the Retail Customer's Competitive Retailer and Retail Customer and determine Retail Customer's eligibility for Critical Load Industrial Customer or Critical Load Public Safety Customer designation within one month of Company's receipt of the application;
- (2) Upon request, provide to Competitive Retailer or Retail Customer a paper or electronic copy of the Company-established process for appeal;
- (3) Follow the Company-established process for appeal and notify the Competitive Retailer and Retail Customer of any change in eligibility based on the appeal; and
- (4) Ensure ESI IDs are properly identified for Critical Load Industrial Customer or Critical Load Public Safety Customer status in Company systems and on applicable retail market transactions.

**4.3.9.3 OTHER COMPANY RESPONSIBILITIES**

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

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

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

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

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

**Chapter 4: Service Rules & Regulations (Competitive Retailers)**  
Applicable: Entire Certified Service Area  
Effective Date: January 15, 2015

Page 8 of 25  
Revision: Six

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

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

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

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

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

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

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

In the event that Retail Customer is vacating the Premises and Competitive Retailer no longer desires to be associated with the Point of Delivery, Competitive Retailer shall notify the Registration Agent of the date Competitive Retailer desires Company to discontinue Delivery Service to a particular Point of Delivery through a move-out transaction and Company shall discontinue Delivery Service to the Point of Delivery in accordance with Section 6.1, RATE SCHEDULES. Competitive Retailer shall not be responsible for any Delivery Services provided to that Point of Delivery after the move-out is effectuated unless specifically requested by the Competitive Retailer, and applicable to the time the Competitive Retailer was the Competitive Retailer of Record.

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

Competitive Retailer may request disconnection for non-payment by Retail Customer or reconnection thereafter as authorized by the Commission's customer protection rules and in accordance with Chapter 6 of this Tariff. The execution of a disconnection for non-payment does not relieve the Competitive Retailer of responsibility for any Delivery Services provided to that Point of Delivery. Company shall provide service and if a charge has been authorized by the Commission, Company may assess a charge pursuant to Section 6.1, RATE SCHEDULES.

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

**Chapter 4: Service Rules & Regulations (Competitive Retailers)**  
Applicable: Entire Certified Service Area  
Effective Date: January 15, 2015

Page 9 of 25  
Revision: Six

**4.3.12.3 COORDINATED DISCONNECTION**

Competitive Retailer and Company may coordinate the disconnection of a master-metered Premises; a Chronic Condition Residential Customer, Critical Load Industrial Customer, Critical Load Public Safety Customer, or Critical Care Residential Customer Premises; or any other Premises that presents a life-threatening or otherwise hazardous condition. When appropriate, the coordinated disconnection of service may occur between 5:00 PM and 7:00 AM CPT.

**4.3.13 CUSTOMER REQUESTED CLEARANCE**

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

**4.3.14 EXTREME WEATHER**

When Company discontinues performing disconnections for non-payment due to an extreme weather emergency determined pursuant to P.U.C. SUBST. R. 25.483, Company shall notify the PUCT as described in P.U.C. SUBST. R. 25.483. Additionally, Company shall provide notice to Competitive Retailers at the same time, pursuant to Section 3.8, FORM AND TIMING OF NOTICE.

**4.4 BILLING AND REMITTANCE**

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

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

Charges for Discretionary Services, other than Construction Services, provided to a particular Point of Delivery shall be separately identified on the invoice. Electronic invoices shall be transmitted using the appropriate TX SET transaction and shall be consistent with the terms and conditions of this Tariff. The Competitive Retailer shall acknowledge the receipt of the invoice and indicate whether the transaction conformed with ANSI X12 using the appropriate TX SET transaction within 24 hours of the receipt of the invoice. If Company receives a negative acknowledgement indicating the transaction failed ANSI X12 validation, Company shall correct any Company errors and re-issue the transaction within two Business Days of receipt of the negative acknowledgement. Following a positive acknowledgement indicating the transaction passed ANSI X12 validation, the Competitive Retailer shall have five Business Days to send a rejection response in accordance with the TX SET Implementation Guides and Commission Rules. However, if the Competitive Retailer receives an invoice relating to an ESI ID for which the Competitive Retailer has sent an enrollment or move-in request but has not received a response transaction from ERCOT, then the Competitive Retailer shall allow four Business Days

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

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

Applicable: Entire Certified Service Area  
Effective Date: January 15, 2015

Page 10 of 25  
Revision: Six

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

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

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

#### **4.4.3 INVOICE CORRECTIONS**

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

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

Company shall render a corrected invoice within seven days of the date of resolution of the error unless otherwise prohibited by this section. Company shall provide notice to an affected Competitive Retailer pursuant to Section 3.8, FORM AND TIMING OF NOTICE, at least one Business Day before the rendition of corrected invoices affecting a total number of 100 or more ESI IDs served by Competitive Retailer when the rebilling corrects the same issue.

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

#### **4.4.4 BILLING CYCLE**

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

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

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

Applicable: Entire Certified Service Area

Effective Date: January 15, 2015

Page 11 of 25

Revision: Six

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

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

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

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

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

#### **4.4.6 DELINQUENT PAYMENTS**

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

#### **4.4.7 PARTIAL PAYMENTS**

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

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

**Chapter 4: Service Rules & Regulations (Competitive Retailers)**  
Applicable: Entire Certified Service Area  
Effective Date: January 15, 2015

Page 12 of 25  
Revision: Six

#### **4.4.8 INVOICE DISPUTES**

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

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

Upon notice of a dispute, the responding party shall investigate and respond in writing to the disputing party within ten Business Days of transmittal of the notice. Such response shall include a proposed resolution. Within 20 Business Days of the response, either party may initiate the dispute resolution procedures set forth in Section 4.9, DISPUTE RESOLUTION PROCEDURES. If Company does not receive notification of a dispute within 11 months from the due date of the invoice in question, said invoice shall be deemed conclusive and binding.

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

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

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

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

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



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

**Chapter 4: Service Rules & Regulations (Competitive Retailers)**  
Applicable: Entire Certified Service Area  
Effective Date: January 15, 2015

Page 13 of 25  
Revision: Six

## **4.5 SECURITY DEPOSITS AND CREDITWORTHINESS**

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

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

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

#### **4.5.2.1 DEPOSIT REQUIREMENTS**

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

#### **4.5.2.2 SIZE OF DEPOSIT**

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

#### **4.5.2.3 FORM OF DEPOSIT**

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

#### **4.5.2.4 INTEREST**

Cash deposits shall accrue interest payable to Competitive Retailer. Company shall pay all interest to Competitive Retailer upon refund of the deposit, or during the quarterly

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

**Chapter 4: Service Rules & Regulations (Competitive Retailers)**  
Applicable: Entire Certified Service Area  
Effective Date: January 15, 2015

Page 14 of 25  
Revision: Six

review under Section 4.5.2.2, SIZE OF DEPOSIT, if such interest causes the size of the deposit to exceed the required amount. Interest shall be paid at the Commission-approved interest rate for customer deposits.

**4.5.2.5 HISTORICAL DEPOSIT INFORMATION**

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

**4.5.2.6 REFUND OF DEPOSIT**

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

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

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

**4.6 DEFAULT AND REMEDIES ON DEFAULT**

**4.6.1 COMPETITIVE RETAILER DEFAULT**

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

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

**4.6.2 REMEDIES ON DEFAULT**

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

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

- (1) Apply to delinquent balances Competitive Retailer's cash deposit, if any, and any accrued interest, or seek recourse against any letter of credit or surety bond for the amount of delinquent charges due to Company, including any penalties or interest;
- (2) Avail itself of any legal remedies that may be appropriate to recover unpaid amounts and associated penalties or interest;
- (3) Implement other mutually suitable and agreeable arrangements with Competitive Retailer, provided that such arrangements are available to all Competitive Retailers on a non-discriminatory basis;