

## Chapter 6: Company Specific Items

CenterPoint Energy Houston Electric, LLC  
Applicable: Entire Service Area

CNP 8033

~~engineering estimate of the cost~~Section 6.1.2.2 of this Tariff.

### **Monthly Fixed Charge**

There will be a Monthly Fixed Charge, in addition to the Monthly Rate charges included in the Company's Rate Schedules, related to the operation and maintenance of dedicated facilities and reservation of distribution capacity on alternate circuits. The Monthly Fixed Charge will be determined by Company on a case by case basis, based on an engineering estimate of the cost. The Monthly Fixed Charge and the cost of the Facility Extension must be agreed to by the Retail Customer before construction of the Facility Extension commences.

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**6.1.2.3.4 ASSET USE SERVICE - RATE AUS**

**AVAILABILITY**

Service under this tariff is subject to availability of Company's assets for the use that is requested, a determination (made at Company's sole discretion) that such requested use will not impair service to Company's other Retail Customers, and the terms and conditions set forth herein.

**APPLICATION**

Applicable to Retail Customer's use of Company's assets at Retail Customer's request.

**SERVICES PROVIDED**

Company is engaged in the business of providing electric power delivery service. Company owns and operates assets necessary to perform this core function. Company's assets can be used for additional functions beyond the core function that Company performs, if such additional use of Company's assets is beneficial to Company's Retail Customers, as determined by the Company.

**SERVICE CHARGES**

Charges for services provided shall be as mutually agreed by the Company and Retail Customer. However, charges shall not be less than long term marginal cost incurred by Company in providing such service.

**PAYMENT**

As provided for in the contract terms and conditions.

**CONTRACT**

The contract duration and other terms and conditions shall be as mutually agreed by the Company and Retail Customer.

**NOTICE**

This Rate Schedule is subject to the Company's Tariff and Applicable Legal Authorities.

**6.1.2.4 DISTRIBUTED GENERATION SERVICE – RATE DGS**

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Company shall interconnect distributed generation pursuant to Public Utility Commission of Texas Substantive Rules 25.211 and 25.212,

A customer seeking interconnection and parallel operation of distributed generation with Company must complete and submit the Application for Interconnection and Parallel Operation of Distributed Generation Requested Overtime

~~CenterPoint Energy Houston Electric, LLC will schedule required construction during normal business hours in coordination with the Retail Customer's needs. If any of the work must be scheduled at the Retail Customer's convenience and it requires overtime, the requesting party must bear the cost of any premium pay incurred (Requested Overtime).~~

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### ~~6.1.4.3.4~~ ~~ASSET USE SERVICE RATE ALS~~

#### ~~AVAILABILITY~~

~~Service under this tariff is subject to availability of Company's assets for the use that is requested, a determination (made at Company's sole discretion) that such requested use will not impair service to Company's other Retail Customers, and the terms and conditions set forth herein.~~

#### ~~APPLICATION~~

~~Applicable to Retail Customer's use of Company's assets at Retail Customer's request.~~

#### ~~SERVICES PROVIDED~~

~~Company is engaged in the business of providing electric power delivery service. Company owns and operates assets necessary to perform this core function. Company's assets can be used for additional functions beyond the core function that Company performs, if such additional use of Company's assets is beneficial to Company's Retail Customers, as determined by the Company.~~

#### ~~SERVICE CHARGES~~

~~Charges for services provided shall be as mutually agreed by the Company and Retail Customer. However, charges shall not be less than long term marginal cost incurred by Company in providing such service.~~

#### ~~PAYMENT~~

~~As provided for in the contract terms and conditions.~~

#### ~~CONTRACT~~

~~The contract duration and other terms and conditions shall be as mutually agreed by the Company and Retail Customer.~~

#### ~~NOTICE~~

~~This Rate Schedule is subject to the Company's Tariff and Applicable Legal Authorities.~~

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**6.1.4.4 — INTERCONNECTION AND PARALLEL OPERATION OF DISTRIBUTED GENERATION**

**6.1.4.4.1 — DISTRIBUTED GENERATION SERVICE — RATE DGS**

Company shall interconnect distributed generation pursuant to Public Utility Commission of Texas Substantive Rules 25.211 and 25.212.

A customer seeking interconnection and parallel operation of distributed generation with Company must complete and submit the Application for Interconnection and Parallel Operation of Distributed Generation with the Utility System.

**PRE-INTERCONNECTION STUDY FEE SCHEDULE**

Pre-certified distributed generation units that are up to 500 Kw that export not more than 15% of the total load on a single radial feeder and also contribute not more than 25% of the maximum potential short circuit current on a radial feeder are exempt from any pre-interconnection study fees. For all other DG applications, the study fees in the following table will apply.

<b>Non-Exporting</b>	<b>0 to 10 kW</b>	<b>10+ to 500 kW</b>	<b>500+ to 2000kW</b>	<b>2000+ to 10,000 kW</b>
9. Pre-certified: — not on network	\$0	\$0	\$650	\$845
10. Non-pre-certified: — not on network	\$342	\$503	\$1,210	\$1,405
11. Pre-certified: — on network	\$272	\$640	\$1,680	\$1,875
12. Not pre-certified: — on network	\$525	\$1,150	\$2,240	\$2,435

<b>Exporting</b>	<b>0 to 10 kW</b>	<b>10+ to 500 kW</b>	<b>500+ to 2000kW</b>	<b>2000+ to 10,000 kW</b>
9. Pre-certified: — not on network	\$75	\$220	\$870	\$1,065
10. Non-pre-certified: — not on network	\$342	\$769	\$1,430	\$1,625
11. Pre-certified: — on network	\$272	\$860	\$1,900	\$2,095
12. Not pre-certified: — on network	\$495	\$1,370	\$2,460	\$2,655

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~~Prescribed Form for the Application~~ and enter into an Agreement for Interconnection and  
Parallel Operation of Distributed Generation

~~Customers seeking to interconnect distributed generation with the utility system will complete  
and file with the company the following Application for Parallel Operation:~~

~~APPLICATION FOR INTERCONNECTION AND  
PARALLEL OPERATION OF DISTRIBUTED GENERATION~~

Return Completed Application to: \_\_\_\_\_ CenterPoint Energy Houston Electric, LLC  
Attention: Bruce Raborn  
Distribution System Protection  
P.O. Box 1700  
Houston, TX 77251

Customer's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Service Point Address: \_\_\_\_\_

Information Prepared and Submitted By: \_\_\_\_\_

(Name and Address) \_\_\_\_\_

Signature \_\_\_\_\_

~~The following information shall be supplied by the Customer or Customer's designated  
representative. All applicable items must be accurately completed in order that the Customer's  
generating facilities may be effectively evaluated by CenterPoint Energy Houston Electric, LLC  
for interconnection with the utility system.~~

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GENERATOR

Number. The form of Units: \_\_\_\_\_

Manufacturer: \_\_\_\_\_

Type (Synchronous, Induction, or Inverter): \_\_\_\_\_

Fuel Source Type (Solar, Natural Gas, Wind, etc.): \_\_\_\_\_

Kilowatt Rating (95° F at location) \_\_\_\_\_

Kilovolt-Ampere Rating (95° F at location): \_\_\_\_\_

Power Factor: \_\_\_\_\_

Voltage Rating: \_\_\_\_\_

Number of Phases: \_\_\_\_\_

Frequency: \_\_\_\_\_

Do you plan to export power: \_\_\_\_\_ Yes \_\_\_\_\_ No

If Yes, maximum amount expected: \_\_\_\_\_

Do you wish CenterPoint Energy Houston Electric, LLC to report excess generation to your  
REP? \_\_\_\_\_ Yes / \_\_\_\_\_ No

Pre-Certification Label or Type Number (e.g., UL-1741 Utility Interactive or IEEE 1547.1):  
\_\_\_\_\_  
\_\_\_\_\_

Expected Energization and Start-up Date: \_\_\_\_\_

Normal operation of interconnection: (examples: provide power to meet base load, demand  
management, standby, back-up, other (please describe)) \_\_\_\_\_

One-line diagram attached: \_\_\_\_\_ Yes

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~~For systems not using pre-certified inverters (e.g., inverters certified to UL 1741 or IEEE 1547.1), does CenterPoint Energy Houston Electric, LLC have the dynamic modeling values from the generator manufacturer? Yes No~~

~~If not, please explain: \_\_\_\_\_~~

~~(Note: For pre-certified equipment the answer is Yes. Otherwise, applicant must provide the dynamic modeling values if they are available)~~

~~Layout sketch showing lockable, "visible" disconnect device application is attached:  
Yes~~

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### Authorized Release of Information List

By signing this Application in the space provided below, Customer authorizes CenterPoint Energy Houston Electric, LLC to release Customer's proprietary information to the extent necessary to process set out in Section 6.3.2 of this Application to the following persons: Tariff. The form of the agreement is set out in Section 6.3.3 of this Tariff.

### PRE-INTERCONNECTION STUDY FEE SCHEDULE

Pre-certified distributed generation units that are up to 500 Kw that export not more than 15% of the total load on a single radial feeder and also contribute not more than 25% of the maximum potential short circuit current on a radial feeder are exempt from any pre-interconnection study fees. For all other DG applications, the study fees in the following table will apply.

<u>Non-Exporting</u>	<u>0 to 10 kW</u>	<u>10+ to 500 kW</u>	<u>500+ to 2000kW</u>	<u>2000+ to 10,000 kW</u>
1. <u>Pre-certified, not on network</u>	<u>\$0</u>	<u>\$0</u>	<u>\$3,273</u>	<u>\$3,520</u>
2. <u>Non pre-certified, not on network</u>	<u>\$312</u>	<u>\$581</u>	<u>\$3,947</u>	<u>\$4,194</u>
3. <u>Pre-certified, on network</u>	<u>\$272</u>	<u>\$1,075</u>	<u>\$6,269</u>	<u>\$6,516</u>
4. <u>Not pre-certified, on network</u>	<u>\$525</u>	<u>\$1,433</u>	<u>\$6,943</u>	<u>\$7,190</u>

<u>Exporting</u>	<u>0 to 10 kW</u>	<u>10+ to 500 kW</u>	<u>500+ to 2000kW</u>	<u>2000+ to 10,000 kW</u>
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	<u>Name</u>	<u>Phone Number</u>	<u>Email Address</u>
Project Manager			
Electrical Contractor			
Consultant			
Other			

CenterPoint Energy Houston Electric, LLC \_\_\_\_\_ [CUSTOMER NAME]

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BY: _____	BY: _____
PRINTED NAME: _____	PRINTED NAME: _____
_____	_____
TITLE: _____	TITLE: _____
DATE: _____	DATE: _____

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1. <u>Pre-certified,</u> <u>not on network</u>	<u>\$75</u>	<u>\$570</u>	<u>\$3,520</u>	<u>\$3,767</u>
2. <u>Non pre-certified,</u> <u>not on network</u>	<u>\$312</u>	<u>\$792</u>	<u>\$4,191</u>	<u>\$1,441</u>
3. <u>Pre-certified,</u> <u>on network</u>	<u>\$272</u>	<u>\$1,286</u>	<u>\$7,175</u>	<u>\$7,422</u>
4. <u>Not pre-certified,</u> <u>on network</u>	<u>\$495</u>	<u>\$1,645</u>	<u>\$7,849</u>	<u>\$8,096</u>

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## 6.2 COMPANY SPECIFIC TERMS & CONDITIONS

### 6.2.1 COMPANY SPECIFIC DEFINITIONS

**BILLING KWH, MONTHLY KWH, or KWH** – Delivered quantities of Electric Power and Energy determined to have been taken, or, if not taken, payable for by a Retail Customer. These quantities may be established by metering, estimation, Rate Schedule or by other contractual determination. They may be adjusted from metered values for such items as transformer losses, depending upon circumstances and provisions of Rate Schedules. These quantities are the values that will be entered into the billing formulae specified in the Rate Schedule under the section labeled "Monthly Rate."

**DISTRIBUTION VOLTAGE** – Voltages less than transmission voltages.

**FAMILY (or) HOUSEKEEPING UNIT** – ~~Building or shelter fitted with housekeeping facilities intended for occupancy by one family.~~

**INDIVIDUAL PRIVATE DWELLING** – ~~A home, or shelter intended for Individually Metered Apartment or other enclosed dwelling space of a permanent nature used for Residential Purposes and equipped with complete living quarters and cooking, bathing and sanitary facilities intended for or restricted to the use of a particular single person, family or household.~~

**INDIVIDUALLY METERED APARTMENT** – A specific part of a building or shelter fitted with housekeeping facilities that has its electric service metered separately from the remainder of the structure.

**PRIMARY DISTRIBUTION VOLTAGE** – Company's standard voltages of 12,470/7200 volts or 34,500/19,000 volts.

**PRIMARY SERVICE** – Company's standard Primary Service is taken directly from feeder lines of at least 12,470 volts but less than 60,000 volts without further transformation by the Company.

**RESIDENTIAL PURPOSES** – ~~Usage of a Family (or) Housekeeping Unit, Electric Power and Energy within the Premises of an Individual Private Dwelling, or Individually Metered Apartment which is equipped with complete living quarters, cooking facilities, and complete bathing for predominantly non-commercial purposes. The usage of Electric Power and sanitary facilities for bit-coin mining and similar activities is not considered a Residential Purpose.~~

**SECONDARY DISTRIBUTION VOLTAGE** – All of the Company's standard service voltages below 7,200 volts.

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**SERVICE CALL OR OUTAGE INVESTIGATION** – The dispatch of a Company representative to a service address for investigation of a complete or partial service outage, irregularity, or interruption.

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**SERVICE STANDARDS** – The Company publication containing standard electrical/construction practices for contractors, electricians, architects and engineers engaged in electrical work for Retail Customers in Company's Service Territory, intended to supplement the National Electric Code and National Electrical Safety Code.

**SERVICE TERRITORY OR SERVICE AREA** – The geographic area in which the Company is authorized by the PUC to provide delivery services.

**TRANSMISSION VOLTAGE** – Voltages of 60,000 volts or greater. Company's standard transmission voltages are 69,000 volts or higher.

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**6.2.3 ADDITIONAL COMPANY SPECIFIC TERMS AND CONDITIONS**

- ~~1. In the event that Retail Customer's monthly bill is based upon a period of less than or more than a normal billing period length any applicable \$/month and demand based (\$/kVA or \$kW) charges shall be prorated based on a 30 day billing period. However, a normal billing period typically ranges from 27 to 35 days and is typically the period between two consecutively scheduled meter reading dates. The Company determines the normal billing period and scheduled meter reading dates based on holidays, weekends and other factors which impact the schedule.~~
- ~~2. Where a significant portion of Residential Service, as determined by the Company, is used for non-residential purposes the appropriate non-residential Rate Schedule is applicable to all the Delivery Service supplied. However, if the Customer's wiring is so arranged that the Delivery Service for residential purposes and for non-residential purposes can be metered separately, the Residential Schedule is applicable to the portion used for residential purposes.~~
2. The Company rents certain distribution equipment to Retail Customers on a short term, emergency basis, provided the items are not immediately available from local suppliers and the Company has a sufficient quantity of such item in stock to meet operating requirements. Terms and conditions of all rental transactions are specified in a written agreement.  
  
The Company will assist the Retail Customer to determine the appropriate service arrangements, when practical. Based on these arrangements, the Company will provide a cost basis for the rental or leasing of equipment required to receive 138,000 volt service.
3. Company calculates the labor costs included in the "As Calculated" Meter Tampering Charge under Section 6.1.2.1 of this Tariff (Uniform Discretionary Charges) based on an estimated average of the type of personnel typically involved and time typically spent in conducting an investigation and taking corrective actions in routine meter tampering cases.
4. Company will apply Section 5.5.6 of this Tariff to Retail Customers with on-site generation who comply with the notice requirements in that Section for scheduled maintenance on their generation facilities. For this purpose, Company interprets the terms "scheduled equipment testing," "equipment testing," and "testing" in that Section to include "scheduled on-site generation maintenance" and the term "test period" to include "scheduled on-site generation maintenance period."



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**6.3 AGREEMENTS AND FORMS**

**6.3.1 FACILITIES EXTENSION AGREEMENTS**

**6.3.1.1 FACILITIES EXTENSION AGREEMENT FOR DISTRIBUTION  
VOLTAGE FACILITIES**

This Facilities Extension Agreement for Distribution Voltage Facilities is entered into by and between \_\_\_\_\_

\_\_\_\_\_, herein called "Retail Customer" and CenterPoint Energy Houston Electric, LLC, herein called "Company" (hereinafter referred to as Agreement) for the ~~construction, extension, installation, modification, repair, upgrade, conversion, relocation, de-energization or removal~~ of Company's Delivery System distribution voltage facilities, including temporary facilities (hereinafter referred to as facilities extension or extension), as described herein.

This Agreement covers the facilities extension to Retail Customer location at \_\_\_\_\_

The Company agrees to accept payment of \_\_\_\_\_ Dollars to be paid by the Retail Customer, as a Non-Refundable Construction Payment in connection with the Retail Customer request to extend Company facilities to the above described location as follows: \_\_\_\_\_

- Unless otherwise stated by Company in writing, the Non-Refundable Construction Payment amount above is valid for twelve months.

In consideration of said Non-Refundable Payment, to be paid to Company by Retail Customer prior to commencement of construction, Company agrees to install and operate lines and equipment necessary to distribute electric service to the identified location under the following General Conditions:

- Company shall at all times have title to and complete ownership and control over facilities installed by Company.

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- Retail Customer must make satisfactory payment arrangements (if payment is required to extend Company facilities) and sign and return this Agreement before Company can proceed with the requested extension.
- Extension of service facilities is contingent on acquisition of all necessary easements and rights of way.

If the facilities extension requested by Retail Customer calls for construction of underground Delivery System facilities at distribution voltages, Retail Customer must also agree to Company's additional specifications and terms and conditions determined by Company for the construction of underground electric service facilities.

The Company's Tariff for Retail Delivery Service, on file with the Public Utility Commission of Texas, is incorporated into this Agreement, including without limitation Sections 5.2.1 (limitation of liability), 5.2.4 (force majeure), and 5.2.6 (disclaimer of warranties) thereof.

Nothing herein contained within this Agreement shall be construed as a waiver or relinquishment by Company of any right that it has or may hereafter have to discontinue service for or on account of default in the payment of any bill owing or to become owing thereafter for any other reason or cause stated in Company's Tariff.

This Agreement shall not be binding upon Company unless and until it is signed by an authorized representative of the Company.

CenterPoint Energy Houston Electric, LLC

\_\_\_\_\_  
Retail Customer

By \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
(name printed or typed)

\_\_\_\_\_  
(name printed or typed)

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

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**6.3.1.2 FACILITIES EXTENSION AGREEMENT FOR TRANSMISSION  
VOLTAGE FACILITIES (RETAIL CUSTOMER-OWNED SUBSTATION)**

This Transmission Facility Extension Agreement (this "**Agreement**") is between CenterPoint Energy Houston Electric, LLC ("**Company**") and [INSERT COUNTERPARTY'S NAME] ("**Customer**") and is dated as of [INSERT DATE]. Company and Customer may be referred to herein individually as a "**Party**" or collectively as the "**Parties**".

Company is a public utility that owns and operates facilities for the transmission and distribution of electricity and offers electricity delivery services to retail customers at 60,000 volts or higher ("**Transmission Service**") from its high-voltage transmission system (the "**Transmission System**") pursuant to its Tariff for Retail Delivery Service (as amended from time to time, the "**Tariff**") approved by the Public Utility Commission of Texas (the "**PUCT**").

Customer (i) requires Transmission Service to operate its commercial plant located at [INSERT CUSTOMER'S PLANT LOCATION] (the "**Customer Plant**"), (ii) is willing to install, own and maintain an electric substation (the "**Customer Substation**") for the purpose of receiving Transmission Service to serve the Customer Plant, and (iii) desires that Company provide Construction Services to modify, upgrade and extend the Transmission System as needed to enable the provision of such Transmission Service.

Company is willing to provide such Construction Services in accordance with the terms and conditions set forth below.

Therefore, Company and Customer agree as follows:

1. **Defined Terms.** All capitalized terms used but not defined in this Agreement have the respective meanings given to them in the Tariff.

2. **Customer Representations.** Customer represents and warrants to Company that (i) the Customer Plant is expected to consume approximately [INSERT DEMAND] megawatts of electricity (the "**Demand Level**") and (ii) the Customer Plant and Customer Substation will be ready to receive Transmission Service on [INSERT DATE] or such other date as the Parties may subsequently agree (the "**Requested Service Date**").

3. **Customer Substation.**

(a) **Substation Construction.** Customer shall design and construct the Customer Substation in strict accordance with the Tariff and with Company's "Specification for Customer-Owned 138 kV Substation Design" and "Specification for Remote Telemetry of a Customer Owned Facility" (together, as may be amended from time to time, the "**Specifications**"). Customer hereby acknowledges that it has received a copy of the

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Specifications in effect as of the date hereof. Company may amend the Specifications at any time after the date of this Agreement consistent with Good Utility Practice, and Customer agrees that any such amended Specifications will become effective hereunder upon Customer's receipt of notice thereof from Company pursuant to Section 11 hereof.

(b) Substation Operation. At all times during its operation and maintenance of the Customer Substation, Customer agrees to be strictly bound by the Tariff, including the Power Factor requirements, and the Company's "Transmission & Substation Outage and Clearance Coordination Procedures" (as may be amended from time to time, the "Procedures"). Customer hereby acknowledges that it has received a copy of the Procedures in effect as of the date hereof. Company may amend the Procedures at any time after the date of this Agreement consistent with Good Utility Practice, and Customer agrees that any such amended Procedures will become effective hereunder upon Customer's receipt of notice thereof from Company pursuant to Section 11 hereof. If, at any time following the completion of the Project (as defined below), Customer fails or is unable, in the sole determination of Company, to operate and maintain the Customer Substation in conformance with the Tariff, the Specifications, or the Procedures, and, in Company's sole discretion, such failure or inability jeopardizes the reliability of the Transmission System or violates any North American Electric Reliability Corporation ("NERC") standards, (i) Company may immediately and without recourse disconnect the Customer Substation from the Transmission System and take such other actions that Company deems necessary in accordance with Good Utility Practice to maintain the reliability of the Transmission System, and (ii) Customer shall reimburse Company for the cost of such actions taken by Company.

4. Construction Services Obligation. Subject to the Tariff and any applicable PUCT rules (as amended from time to time), Company shall use Good Utility Practice to provide Construction Services sufficient to connect the Transmission System to the Customer Substation and enable the commencement of Transmission Service to the Customer Substation at the Demand Level by the Requested Service Date (the "Project"). Notwithstanding anything to the contrary herein, Company's obligation to commence or complete the Project is contingent upon the validity of each of the following assumptions (collectively, the "Construction Services Conditions"):

(a) The Project is approved by the PUCT or is otherwise in accord with the rules and requirements of the PUCT and the Electric Reliability Council of Texas ("ERCOT") applicable to transmission construction projects.

(b) Company receives correct and timely payment for all amounts charged to Customer in accordance with this Agreement, including receipt of payment for any Initial CIAC Estimate and Additional Amounts (as defined below) invoiced by Company.

(c) Customer's design and construction of the Customer Substation is in accordance with the applicable requirements of the Tariff, Specifications and Procedures.

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(d) Customer has granted Access Rights (as hereinafter defined) to Customer's land and the Customer Substation at no cost to Company and in the form acceptable to Company. If third party Access Rights are required, Customer has acquired and provided to Company, at Customer's sole cost and expense, any and all such Access Rights at least forty-five (45) days prior to the commencement of the Construction Services.

(e) To the extent outages are necessitated by the Construction Services, such outages have received timely prior approval from ERCOT.

5. Payment for Construction Services. [INSERT NEGOTIATED PAYMENT TERMS]

6. Audit Rights. Customer may, at its expense and during normal business hours, audit the books and records of Company to verify the Actual Costs incurred by Company on the Project. Such audit rights shall expire one (1) year after the Completion Date.

7. Ownership and Responsibilities. Company shall at all times own and maintain the Transmission System in accordance with Good Utility Practice, the Tariff and the PUCT's rules. Except for Transmission System equipment inside the Customer Substation that is installed and owned by Company, Customer shall own and maintain the Customer Substation in accordance with Section 3 of this Agreement. Customer acknowledges and agrees that Company has no obligations with respect to the maintenance of the Customer-owned equipment inside the Customer Substation or the connections between the Customer Substation and the Customer Plant. Company will be solely responsible for ensuring compliance with the NERC Critical Infrastructure Protection ("CIP") standards, including the physical access requirements, for equipment owned by Company inside the Customer Substation. Customer will be solely responsible for ensuring compliance with the NERC CIP standards, including the physical access requirements, for equipment owned by Customer inside the Customer Substation.

8. Access Rights. Customer hereby grants Company, at no cost to Company, access rights to Customer's property as reasonable and necessary to install, test and maintain the Transmission System facilities to serve the Customer Substation, and in and to the Customer Substation to install and maintain Transmission System equipment at and within the Customer Substation. If requested by Company, such access rights shall also be granted to Company in the form of a separate written easement or other right-of-way conveyance form acceptable to Company. To the extent any portion of the Construction Services will take place on or require the use of private property owned by a third party, Customer and Company will cooperate in good faith to obtain the property rights from such third party reasonably necessary for Company to perform such Construction Services and to install, own and maintain the Transmission System facilities and equipment needed for the Project on such property. All such access and property rights are herein referred to collectively as "Access Rights." Customer shall pay for all reasonably necessary Access Rights.

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9. Incorporation of Tariff. The Tariff is incorporated into this Agreement, including without limitation Sections 5.2.1 (limitation of liability), 5.2.4 (force majeure), and 5.2.6 (disclaimer of warranties) thereof. In the event of any conflict between the terms of this Agreement and the terms of the Tariff, the terms of the Tariff shall prevail.

10. Termination. This Agreement will remain in effect until all obligations hereunder are performed or otherwise discharged, except (a) Customer may terminate this Agreement at any time by giving notice thereof to Company, and (b) Company may terminate this Agreement immediately by giving notice thereof to Customer if Customer fails to perform any obligation hereunder by the due date for such performance. The payment obligations in this Agreement shall survive this Agreement's termination until performed.

11. Notice. Any notice to be given by a Party upon another Party in connection with this Agreement must be in writing and shall be sent to such other Party at its delivery address for notice set forth below by (i) regular U.S. mail, private delivery service or recognized overnight courier, or (ii) facsimile or email transmission of a portable document format (PDF).

Delivery address

for notice to Customer: XXXXXX  
Attention: XXXXXXXX  
XXXXXXXXXXXX  
XXXXXXXXXXXX  
Telephone No: XXXXXXXXXXXXX  
FAX No.: XXXXXXXXXXXXX  
Email: XXXXXXXX@XXXX

Delivery address

for notice to Company: CenterPoint Energy Houston Electric  
Attention: XXXXXXXX  
XXXXXXXXXXXX  
Houston, TX XXXXXX  
Telephone No.: XXXXXXXXXXXXX  
FAX No.: XXXXXX  
Email: XXXXXXXX@XXXX

A Party may designate a different delivery address for notice by giving notice thereof to the other Party in accordance with the provisions of this Section 11.

12. Governing Law; No Third Party Beneficiaries; Interpretation. This Agreement is to be interpreted under the laws of the State of Texas, excluding its choice of law principles, and such laws shall govern all disputes under this Agreement. This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed

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are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns. The descriptive headings of the various articles and sections of this Agreement have been inserted for convenience of reference only and are of no significance in the interpretation or construction of this Agreement. This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the parties hereto or to impose any partnership obligation or liability upon either Party.

13. Execution and Amendment. This Agreement may be executed in two (2) or more counterparts which may be in portable document format (PDF) or other electronic form, each of which is deemed an original but all constitute one and the same instrument. This Agreement may be amended only upon mutual written agreement of the Parties.

14. No Agency. Neither Party hereto has any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

15. Final Agreement. This Agreement contains the final and complete agreement of the Parties regarding the subject matter hereof and supersedes all prior understandings and agreements between them with respect thereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the date first written above.

**CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC**

By: \_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Title)

**XXXXXXXXXXXXXXXXXXXX**

By: \_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Title)

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**6.3.2 APPLICATION FOR INTERCONNECTION AND PARALLEL  
OPERATION OF DISTRIBUTED GENERATION**

(Please refer to Rate DGS, Sheet No. 6.20.1 for the "Customers seeking to interconnect on-site distributed generation with the Company's Delivery System must complete and file with the Company the following Application for Interconnection and Parallel Operation of Distributed Generation

**APPLICATION FOR INTERCONNECTION AND  
PARALLEL OPERATION OF DISTRIBUTED GENERATION**

Return Completed Application to: CenterPoint Energy Houston Electric, LLC  
Attention: Robert Bridges  
Engineering Protection  
P.O. Box 1700  
Houston, TX 77251

Customer's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Service Point Address: \_\_\_\_\_

Information Prepared and Submitted By: \_\_\_\_\_

(Name and Address) \_\_\_\_\_

Signature \_\_\_\_\_

The following information shall be supplied by the Customer or Customer's designated representative. All applicable items must be accurately completed in order that the Customer's generating facilities may be effectively evaluated by CenterPoint Energy Houston Electric, LLC for interconnection with the utility system.

**GENERATOR**

Revision Number: 3rd \_\_\_\_\_ Effective: 10/10/06



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Number of Units: \_\_\_\_\_

Manufacturer: \_\_\_\_\_

Type (Synchronous, Induction, or Inverter): \_\_\_\_\_

Fuel Source Type (Solar, Natural Gas, Wind, etc.): \_\_\_\_\_

Kilowatt Rating (95° F at location) \_\_\_\_\_

Kilovolt-Ampere Rating (95° F at location): \_\_\_\_\_

Power Factor: \_\_\_\_\_

Voltage Rating: \_\_\_\_\_

Number of Phases: \_\_\_\_\_

Frequency: \_\_\_\_\_

Do you plan to export power: \_\_\_\_\_ Yes / \_\_\_\_\_ No

If Yes, maximum amount expected: \_\_\_\_\_

Do you wish CenterPoint Energy Houston Electric, LLC to report excess generation to your  
REP? \_\_\_\_\_ Yes / \_\_\_\_\_ No

Pre-Certification Label or Type Number (e.g., UL-1741 Utility Interactive or IEEE 1547.1):  
\_\_\_\_\_

Expected Energization and Start-up Date: \_\_\_\_\_

Normal operation of interconnection: (examples: provide power to meet base load, demand  
management, standby, back-up, other (please describe)) \_\_\_\_\_

One-line diagram attached: \_\_\_\_\_ Yes

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For systems not using pre-certified inverters (e.g., inverters certified to UL-1741 or IEEE 1547.1), does CenterPoint Energy Houston Electric, LLC have the dynamic modeling values from the generator manufacturer? Yes No

If not, please explain:

(Note: For pre-certified equipment the answer is Yes. Otherwise, applicant must provide the dynamic modeling values if they are available)

Layout sketch showing lockable, "visible" disconnect device is attached:: Yes

**Authorized Release of Information List**

By signing this Application in the space provided below, Customer authorizes CenterPoint Energy Houston Electric, LLC to release Customer's proprietary information to the extent necessary to process this Application to the following persons:

	<u>Name</u>	<u>Phone Number</u>	<u>Email Address</u>
<u>Project Manager</u>			
<u>Electrical Contractor</u>			
<u>Consultant</u>			
<u>Other</u>			

CenterPoint Energy Houston Electric, LLC [CUSTOMER NAME]

BY: BY:

PRINTED NAME: PRINTED NAME:

TITLE: TITLE:

DATE: DATE:

with the Utility System" which is contained on pages 3-5 of that rate schedule.)

Revision Number: 3rd Effective: 10-10-06

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**6.3.3 AGREEMENT FOR INTERCONNECTION AND PARALLEL OPERATION OF  
DISTRIBUTED GENERATION**

This Interconnection Agreement ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by CenterPoint Energy Houston Electric, LLC ("Company"), and \_\_\_\_\_ ("Customer"), a \_\_\_\_\_ [specify whether an individual or a corporation, and if a corporation, name state, municipal corporation, cooperative corporation, or other], each hereinafter sometimes referred to individually as "Party" or both referred to collectively as the "Parties."

**Place a check mark in the applicable space or spaces below to indicate the type of entity entering into this Agreement:**

\_\_\_ **Option 1:** For purposes of this Agreement, the end-use customer will act as a Party to this Agreement.

\_\_\_ **Option 2:** For purposes of this Agreement, the entity other than the end-use customer that owns the distributed generation facility (also referred to as "Generator") will act as a Party to this Agreement.

\_\_\_ **Option 3:** For purposes of this Agreement, the entity other than the end-use customer that owns the premises upon which the distributed generation Facility will be located (also referred to as "Premises Owner") will act as a Party to this Agreement.

\_\_\_ **Option 4:** For purposes of this Agreement, an entity who by contract is assigned ownership rights to energy produced from distributed renewable generation located at the premises of the end-use customer on the end-use customer's side of the meter, will act as a Party to this Agreement.

Notwithstanding any other provision herein, the entity referred to as "Customer" herein shall refer to the entity defined in the option selected above by the end-use customer.

If any option other than Option 1 as outlined above is selected, the end-use customer must sign, print his or her name, and date the affirmation in the End-Use Customer Affirmation Schedule attached to this Agreement.

In consideration of the mutual covenants set forth herein, the Parties agree as follows:

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1. **Scope of Agreement** -- This Agreement is applicable to conditions under which Company and Customer agree that one or more generating facility or facilities of ten megawatts or less and related interconnecting facilities to be interconnected at less than 60 kilovolts ("Facilities") may be interconnected to Company's facilities, as described in Exhibit A. If Customer is not the end-use customer, Customer affirms that the end-use customer has approved of the design and location of the Facilities.

2. **Establishment of Point(s) of Interconnection** -- Company and Customer agree to interconnect Facilities at the locations specified in this Agreement, in accordance with Public Utility Commission of Texas ("Commission") Substantive Rules 25.211, relating to Interconnection of Distributed Generation, and 25.212, relating to Technical requirements for Interconnection and Parallel Operation of On-Site Distributed Generation (16 Texas Administrative Code §25.211 and §25.212) (the "Rules") or any successor rule addressing distributed generation and as described in the attached Exhibit A (the "Point(s) of Interconnection").

3. **Responsibilities of Company and Customer** -- Customer shall, at its own cost and expense, operate, maintain, repair, and inspect, and shall be fully responsible for, Facilities specified on Exhibit A. Customer shall conduct operations of Facilities in compliance with all aspects of the Rules, and Company shall conduct operations on its facilities in compliance with all aspects of the Rules, and as further described and mutually agreed to in the applicable Facility Schedule. Maintenance of Facilities shall be performed in accordance with the applicable manufacturer's recommended maintenance schedule. Customer agrees to cause Facilities to be constructed in accordance with specifications equal to or greater than those provided by the National Electrical Safety Code, approved by the American National Standards Institute, in effect at the time of construction.

Each Party covenants and agrees to design, install, maintain, and operate, or cause the design, installation, maintenance, and operation of, facilities on its side of the point of common coupling so as to reasonably minimize the likelihood of a disturbance, originating in the facilities of one Party, affecting or impairing the facilities of the other Party, or other facilities with which Company is interconnected.

Company shall notify Customer if there is evidence that operation of Facilities causes disruption or deterioration of service to other utility customers or if the operation of Facilities causes damage to Company's facilities or other facilities with which Company is interconnected. Company and Customer shall work cooperatively and promptly to resolve the problem.

Customer shall notify Company of any emergency or hazardous condition or occurrence with Facilities which could affect safe operation of Company's facilities or other facilities with which Company is interconnected.

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Customer shall provide Company at least 14 days' written notice of a change in ownership; any circumstances necessitating a change in the person who is the Customer to this Agreement; or cessation of operations of one or more Facilities. Upon notice by Customer of circumstances necessitating a change in the person who is the Customer to this Agreement, Company shall undertake in a reasonably expeditious manner entry of a new Agreement with the change in person who is the Customer.

**4. Limitation of Liability and Indemnification**

- a. Notwithstanding any other provision in this Agreement, with respect to Company's provision of electric service to the end-use customer other than the interconnections service addressed by this Agreement, Company's liability to the end-use customer shall be limited as set forth in Section 5.2 of Company's Commission-approved tariffs, which are incorporated herein by reference.*
- b. Neither Company nor Customer shall be liable to the other for damages for anything that is beyond such Party's control, including an act of God, labor disturbance, act of a public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, a curtailment, order, or regulation or restriction imposed by governmental, military, or lawfully established civilian authorities, or the making of necessary repairs upon the property or equipment of either party.*
- c. Notwithstanding Paragraph 4.b of this Agreement, Company shall assume all liability for and shall indemnify Customer for any claims, losses, costs, and expenses of any kind or character to the extent that they result from Company's negligence in connection with the design, construction, or operation of its Facilities as described on Exhibit A; provided, however, that Company shall have no obligation to indemnify Customer for claims brought by claimants who cannot recover directly from Company. Such indemnity shall include, but is not limited to, financial responsibility for: (a) Customer's monetary losses; (b) reasonable costs and expenses of defending an action or claim made by a third person; (c) damages related to the death or injury of a third person; (d) damages to the property of Customer; (e) damages to the property of a third person; (f) damages for the disruption of the business of a third person. In no event shall Company be liable for consequential, special, incidental, or punitive damages, including, without limitation, loss of profits, loss of revenue, or loss of production. The Company does not assume liability for any costs for damages arising from the disruption of the business of Customer or for Customer's costs and expenses of prosecuting or defending an action or claim against Company. This paragraph does not create a liability on the part of Company to Customer or a third person, but requires indemnification where such liability exists. The limitations of liability provided in this paragraph do not apply in cases of gross negligence or intentional wrongdoing.*

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d. *Please check the appropriate box.*

☐ **Person Other than a Federal Agency**

*Notwithstanding Paragraph 4.b of this Agreement, Customer shall assume all liability for and shall indemnify Company for any claims, losses, costs, and expenses of any kind or character to the extent that they result from Customer's negligence in connection with the design, construction, or operation of Facilities as described on Exhibit A; provided, however, that Customer shall have no obligation to indemnify Company for claims brought by claimants who cannot recover directly from Customer. Such indemnity shall include, but is not limited to, financial responsibility for: (a) Company's monetary losses; (b) reasonable costs and expenses of defending an action or claim made by a third person; (c) damages related to the death or injury of a third person; (d) damages to the property of Company; (e) damages to the property of a third person; (f) damages for the disruption of the business of a third person. In no event shall Customer be liable for consequential, special, incidental, or punitive damages, including, without limitation, loss of profits, loss of revenue, or loss of production. The Customer does not assume liability for any costs for damages arising from the disruption of the business of Company or for Company's costs and expenses of prosecuting or defending an action or claim against Customer. This paragraph does not create a liability on the part of Customer to Company or a third person, but requires indemnification where such liability exists. The limitations of liability provided in this paragraph do not apply in cases of gross negligence or intentional wrongdoing. This paragraph applies to a state or local entity to the extent permitted by the constitution and laws of the State of Texas.*

☐ **Federal Agency**

*Notwithstanding Paragraph 4.b of this Agreement, the liability, if any, of Customer relating to this Agreement, for injury or loss of property, or personal injury or death shall be governed exclusively by the provisions of the Federal Tort Claims Act (28 U.S.C. §§ 1346, and 2671-2680). Subject to applicable federal, state, and local laws, each Party's liability to the other for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement shall be limited to the amount of direct damages actually incurred, and in no event shall either Party be liable to the other for any indirect, special, consequential, or punitive damages.*

e. *Company and Customer shall each be responsible for the safe installation, maintenance, repair, and condition of their respective facilities on their respective sides of the Points of Interconnection. Company does not assume any duty of inspecting Customer's Facilities.*

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*f. For the mutual protection of Customer and Company, only with Company prior authorization are the connections between Company's service wires and Customer's service entrance conductors to be energized.*

**5. Right of Access, Equipment Installation, Removal & Inspection** -- Upon reasonable notice, Company may send a qualified person to the premises where the Facilities are located at or immediately before the time Facilities first produce energy to inspect the interconnection, and observe Facilities' commissioning (including any testing), startup, and operation for a period of up to three days after initial startup of Facilities.

Following the initial inspection process described above, at reasonable hours, and upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Company shall have access to the premises where the Facilities are located for any reasonable purpose in connection with the performance of the obligations imposed on it by this Agreement or if necessary to meet its legal obligation to provide service to its customers.

Customer warrants it has, or has obtained from other entities, all necessary rights to provide Company with access to the premises and Facilities, as necessary or appropriate for Company to exercise its rights under this Agreement and the Rules.

**6. Disconnection of Facilities** -- Customer retains the option to disconnect from Company's facilities. Customer shall notify Company of its intent to disconnect by giving Company at least thirty days' written notice. Such disconnection shall not be a termination of this Agreement unless Customer exercises rights under Section 7.

Customer shall disconnect Facilities from Company's facilities upon the effective date of any termination under Section 7.

Subject to Commission Rule, for routine maintenance and repairs of Company's facilities, Company shall provide Customer with seven business days' notice of service interruption.

Company shall have the right to suspend service in cases where continuance of service to Customer will endanger persons or property. During the forced outage of Company's facilities serving Customer, Company shall have the right to suspend service to effect immediate repairs of Company's facilities, but Company shall use its best efforts to provide Customer with reasonable prior notice.

**7. Effective Term and Termination Rights** -- This Agreement becomes effective when executed by both Parties and shall continue in effect until terminated. The Agreement may be terminated for the following reasons: (a) Customer may terminate this Agreement at any time, by giving Company sixty days' written notice; (b) Company may terminate upon failure by Customer to generate energy from Facilities in parallel with Company's facilities within twelve months after completion of the interconnection; (c) either Party may terminate by giving the other Party at least

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sixty days' written notice that the other Party is in default of any of the material terms and conditions of the Agreement, so long as the notice specifies the basis for termination and there is reasonable opportunity to cure the default; or (d) Company may terminate by giving Customer at least sixty days' written notice if possible in the event that there is a material change in an applicable rule or statute that necessitates termination of this Agreement.

**8. Governing Law and Regulatory Authority -- Please check the appropriate box.**

Customer acknowledges agreements other than this Agreement relating to the Facilities between Customer and other entities that do not involve the Company may not be subject to the jurisdiction of the Commission.

☐ **Person Other Than a Federal Agency:** This Agreement was executed in the State of Texas and must in all respects be governed by, interpreted, construed, and enforced in accordance with the laws thereof. This Agreement is subject to, and the Parties' obligations hereunder include, operating in full compliance with all valid, applicable federal, state, and local laws or ordinances, and all applicable rules, regulations, orders of, and tariffs approved by, duly constituted regulatory authorities having jurisdiction.

☐ **Federal Agency:** This Agreement was executed in the State of Texas and, to the extent not inconsistent with all applicable federal law (including, but not limited to: (a) the Anti-Deficiency Acts, 31 USC §§1341, 1342 and 1501-1519; (b) the Tort Claims Act, 28 USC Chapter 171, §§2671-2680, and 28 CFR Part 14; and (c) the Contract Disputes Act of 1978, as amended, 41 USC §§601-613), must in all respects be governed by, interpreted, construed, and enforced in accordance with the laws thereof. This Agreement is subject to, and the Parties' obligations hereunder include, operating in full compliance with all valid, applicable federal, state, and local laws or ordinances, and all applicable rules, regulations, orders of, and tariffs approved by, duly constituted regulatory authorities having jurisdiction.

**9. Amendment --** This Agreement may be amended only upon mutual agreement of the Parties, which amendment will not be effective until reduced to writing and executed by the Parties.

**10. Entirety of Agreement and Prior Agreements Superseded --** This Agreement, including the attached Exhibit A and Facility Schedules, which are expressly made a part hereof for all purposes, constitutes the entire agreement and understanding between the Parties with regard to the interconnection of the facilities of the Parties at the Points of Interconnection expressly provided for in this Agreement. The Parties are not bound by or liable for any statement, representation, promise, inducement, understanding, or undertaking of any kind or nature (whether written or oral) with regard to the subject matter hereof not set forth or provided for herein. This Agreement replaces all prior agreements and undertakings, oral or written, between the Parties with regard to the subject matter hereof, including without limitation



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\_\_\_\_\_ [specify any prior agreements being superseded], and all such agreements and undertakings are agreed by the Parties to no longer be of any force or effect. It is expressly acknowledged that the Parties may have other agreements covering other services not expressly provided for herein, which agreements are unaffected by this Agreement.

**11. Written Notices** -- Written notices given under this Agreement are deemed to have been duly delivered if hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, to:

(a) If to Company:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(b) If to Customer:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The above-listed names, titles, and addresses of either Party may be changed by written notification to the other, notwithstanding Section 10.

**12. Invoicing and Payment** -- Invoicing and payment terms for services associated with this agreement shall be consistent with applicable Substantive Rules of the Commission.

**13. Disclosure of Information to End-Use Customer** -- If Customer is not the end-use customer, Company is hereby authorized to provide any information requested by the end-use customer concerning the Facility.

**14. No Third-Party Beneficiaries** -- This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.

**15. No Waiver** -- The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered to waive the obligations, rights, or duties imposed upon the Parties.

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16. **Headings** -- The descriptive headings of the various parts of this Agreement have been inserted for convenience of reference only and are to be afforded no significance in the interpretation or construction of this Agreement.

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

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their respective duly authorized representatives.

CenterPoint Energy Houston Electric, LLC

\_\_\_\_\_  
Customer

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name

Printed Name

\_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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**AGREEMENT FOR INTERCONNECTION AND PARALLEL OPERATION OF  
DISTRIBUTED GENERATION**

**EXHIBIT A**

**LIST OF FACILITY SCHEDULES AND POINTS OF INTERCONNECTION**

Facility Schedule No.

Name of Point of Interconnection

[Insert Facility Schedule number and name for each Point of Interconnection]

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**FACILITY SCHEDULE NO.**

[The following information is to be specified for each Point of Interconnection, if applicable.]

1. Customer Name:
2. Premises Owner Name:
3. Facility location:
4. Delivery voltage:
5. Metering (voltage, location, losses adjustment due to metering location, and other):
6. Normal Operation of Interconnection:
7. One line diagram attached (check one): \_\_\_\_\_ Yes / \_\_\_\_\_ No

If Yes, then the one-line drawing should show the most current drawing(s) available as of the signing of this Schedule. Company and Customer agree drawing(s) may be updated to meet as-built or design changes that occur during construction. Customer understands and agrees that any changes that substantially affect the protective or functional requirements required by the Company will need to be reviewed and accepted by Company.

8. Equipment to be furnished by Company:  
(This section is intended to generally describe equipment to be furnished by Company to effectuate the interconnection and may not be a complete list of necessary equipment.)
9. Equipment to be furnished by Customer:  
(This section is intended to describe equipment to be furnished by Customer to effectuate the interconnection and may not be a complete list of necessary equipment.)

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10. Cost Responsibility and Ownership and Control of Company Facilities:

Unless otherwise agreed or prescribed by applicable regulatory requirements or other law, any payments received by Company from Customer will remain the property of Company. Company shall at all times have title and complete ownership and control over facilities installed by Company.

11. Modifications to Customer Facilities:

Customer understands and agrees that, before making any modifications to its Facilities that substantially affect the protective or interconnection parameters or requirements used in the interconnection process (including in an Pre-interconnection Study performed by Company), Customer will both notify Company of, and receive approval by Company for, such modifications. Customer further understands and agrees that, if required pursuant to Commission Substantive Rule 25.211(m)(5), it will submit a new Application for Interconnection and Parallel Operation request for the desired modifications.

12. Supplemental terms and conditions attached (check one): \_\_\_\_\_ Yes / \_\_\_\_\_ No

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**END-USE CUSTOMER AFFIRMATION SCHEDULE**

The end-use customer selecting the entity who owns the DG facility (the DG owner or Option 2 entity), the owner of the premises at which the DG facility is located (premises owner or Option 3 entity), or the person who by contract is assigned ownership rights to energy produced by the DG facility (Option 4 entity) to act as Customer and Party to the Interconnection Agreement must sign and date the consent below.

“I affirm that I am the end-use customer for the distributed generation facility addressed in Facility Schedule No. \_\_[insert applicable number] in the Interconnection Agreement between CenterPoint Energy Houston Electric, LLC and \_\_\_\_\_[insert name of Customer], and that I have selected \_\_\_\_\_ [insert name of Customer] or successor in interest to act as Customer and a Party to this Interconnection Agreement rather than me.

I acknowledge that the agreements that I have with \_\_\_\_\_[insert name of Customer] relating to the distributed generation facility addressed in Facility Schedule No. \_\_[insert applicable number] may not be subject to the jurisdiction of the Public Utility Commission of Texas.”

[END-USE CUSTOMER NAME]

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

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**6.3.4 OTHER AGREEMENT FORMS**

**6.3.4.1 AGREEMENT FOR SUBTRACTIVE METERING - TRANSMISSION VOLTAGE**

ACCOUNT NO. A \_\_\_\_\_  
SERVICE ADDRESS A: \_\_\_\_\_

ACCOUNT NO. B \_\_\_\_\_  
SERVICE ADDRESS B: \_\_\_\_\_

This agreement is entered into by and between \_\_\_\_\_,  
herein called "Retail Customer A".

and

\_\_\_\_\_, herein called "Retail Customer B", and  
CenterPoint Energy Houston Electric, LLC, herein called "Company", as follows:

1. Retail Customer A will provide all necessary transformers and substation equipment necessary to receive and use electric power delivery service from Company's transmission voltage lines. This equipment is hereinafter referred to as "Transmission Voltage Substation". Retail Customer B, whose service arrangement requires that they also provide the facilities necessary to receive service from Company's overhead transmission voltage lines, has agreed to take power delivery service from Company. Retail Customer B will own and operate a facility one or more electrical installations located on or near the property of Retail Customer A. Retail Customer B desires to receive electric power delivery service for its electrical installations from Company's overhead transmission voltage lines through Retail Customer A's Transmission Voltage Substation, and Retail Customer A is willing to allow Retail Customer B to receive electric power delivery service for Retail Customer B's electrical installations through the Transmission Voltage Substation. Retail Customer B agrees that if it has more than one electrical installation covered by this agreement, each installation ("Retail Customer B Installation") will, if required by Company, be separately metered and have its own ESI ID.
2. Company agrees to provide electric power delivery service to Retail Customer A in accordance with the Transmission Service Rate as supplemented herein, and in consideration of Company so doing, Retail Customer A agrees that charges made in accordance with the "Monthly Rate" section of its respective Rate Schedule will be increased by \$290.00 per month per meter.
3. Company agrees to provide electric power delivery service to Retail Customer B in accordance with the Transmission Service Rate as supplemented herein, and in consideration of Company so doing, Retail Customer B agrees that charges made

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in accordance with the "Monthly Rate" section of its respective Rate Schedule will be increased by \$290.00 per month. per meter for a total of [insert # of Retail Customer B installations] separately metered Retail Customer B Installations.

4. In lieu of separate electrical facilities to receive transmission voltage service from Company, (1) Retail Customer B's electrical requirements will be supplied through Retail Customer A's Transmission Voltage Substation and (2) Company will meter said service with no regard for losses on Retail Customer's side of the Point of Delivery. Retail Customer A and Retail Customer B will arrange their electrical wiring in a manner acceptable to Company.
5. For billing purposes, Company will subtract the sum of Retail Customer B's kW, kVA and/or kWh usage for each separately metered Retail Customer B Installation from the total metered usage (the combined metered usage of Retail Customer B and Retail Customer A) before calculating Retail Customer A's —monthly bill with no regard for electrical losses or clock synchronization— differences.
6. Both Retail Customer A and Retail Customer B agree that if metered kW, kVA and/or kWh data for either Retail Customer is either not available or faulty during any part of a billing period, Company will estimate such kW, kVA and/or kWh data in order to determine both Retail Customer A's and Retail Customer B's bill.
7. Retail Customer A and Retail Customer B agree to indemnify and hold Company, its officers, agents, affiliates and employees harmless from any claims, causes of action, losses, damages, suits and liability of every kind (including all expenses of litigation, court costs and attorney's fees) for injury to or death of any person, or for damage to any property, or for economic loss, arising out of or in connection with the delivery service arrangements set forth herein, and resulting from any causes whatsoever, except only as a result of the sole negligence of Company. Retail Customer A agrees to allow Retail Customer B to receive electric power delivery service through Retail Customer A's Transmission Voltage Substation as long as this Agreement is in effect and Retail Customer B is taking the transmission service described herein.
8. This Agreement shall become effective on \_\_\_\_\_, 20 \_\_\_\_.
9. This Agreement shall continue in effect until terminated, which termination may be provided for by Retail Customer A, Retail Customer B or Company giving written notice of such termination to the other two parties at least one (1) year in advance of the date of termination.



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10. Except as expressly supplemented and amended by paragraphs 1 through 9 above, the provisions of the Transmission Service Rate specified in paragraph 2 and paragraph 3, and the Service Rules and Regulations in the Company's Tariff are not otherwise affected hereby.
11. This Agreement shall not be binding upon any party unless and until it has been duly executed in writing by all parties.

CenterPoint Energy Houston Electric, LLC

\_\_\_\_\_  
Retail Customer A

By \_\_\_\_\_

\_\_\_\_\_  
Vice-President

\_\_\_\_\_  
(Name printed or typed)

Date \_\_\_\_\_

Title \_\_\_\_\_

Submitted by \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Retail Customer B

By \_\_\_\_\_

\_\_\_\_\_  
(Name printed or typed)

Title \_\_\_\_\_

Date \_\_\_\_\_

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ACCOUNT NO. A \_\_\_\_\_  
SERVICE ADDRESS A: \_\_\_\_\_  
\_\_\_\_\_

ACCOUNT NO. B \_\_\_\_\_  
SERVICE ADDRESS B: \_\_\_\_\_  
\_\_\_\_\_

**6.3.4.2 AGREEMENT FOR SUBTRACTIVE METERING – DISTRIBUTION VOLTAGE**

This agreement is entered into by and between \_\_\_\_\_,  
herein called "Retail Customer A".

and

\_\_\_\_\_, herein called "Retail Customer B", and  
CenterPoint Energy Houston Electric, LLC, herein called "Company", as follows:

1. Retail Customer A will provide all necessary switch gear and protective equipment necessary to receive and use electric power delivery service from Company's distribution voltage lines. This equipment is hereinafter referred to as "Distribution Panel". Retail Customer B, whose service arrangement requires that they also provide the facilities necessary to receive service from Company's distribution voltage lines, has agreed to take electric power delivery service from Company. Retail Customer B will own and operate ~~a facility located~~ one or more electrical installations located on or near the property of Retail Customer A. Retail Customer B desires to receive electric power delivery service for its electrical installations from Company's distribution voltage lines through Retail Customer A's Distribution Panel and Retail Customer A is willing to allow Retail Customer B to receive electrical power distribution service through its Distribution Panel for Retail Customer B's electrical installations through Retail Customer A's Distribution Panel. Retail Customer B agrees that if it has more than one electrical installation covered by this agreement, each installation ("Retail Customer B Installation") will, if required by Company, be separately metered and have its own ESI ID.
2. Company agrees to provide electric power delivery service to Retail Customer A in accordance with Rate \_\_\_\_\_ as supplemented herein, and in consideration of Company so doing, Retail Customer A agrees that charges made in accordance with the "Monthly Rate" section of its respective Rate Schedule will be increased by \$290.00 per month per meter.
3. Company agrees to provide electric power delivery service to Retail Customer B in accordance with Rate \_\_\_\_\_ as supplemented herein, and in consideration of Company so doing, Retail Customer B agrees that charges made in accordance with the "Monthly Rate" section of its respective Rate Schedule will be increased by \$290.00 per month per meter for a total of [insert # of Retail Customer B installations] separately metered Retail Customer B Installations.

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4. In lieu of separate electrical facilities to receive distribution voltage service from Company, (1) Retail Customer B's electrical requirements will be supplied through Retail Customer A's Distribution Panel and (2) Company will meter said service with no regard for losses on retail Customer's side of the point of delivery. Retail Customer A and Retail Customer B will arrange their electrical wiring in a manner acceptable to Company.
5. For billing purposes, Company will subtract the sum of Retail Customer B's kW, kVA and/or kWh usage from the total metered usage for each separately metered Retail Customer B Installation (the combined metered usage of Retail Customer B and Retail Customer A) before calculating Retail Customer A's monthly bill with no regard for electrical losses or clock synchronization differences.
6. Both Retail Customer A and Retail Customer B agree that if metered kW, kVA and/or kWh data for either retail Customer is either not available or faulty during any part of a billing period, Company will estimate such kW, kVA and/or kWh data in order to determine both Retail Customer A's and Retail Customer B's bill.
7. Retail Customer A and Retail Customer B agree to indemnify and hold Company, its officers, agents, affiliates and employees harmless from any claims, causes of action, losses, damages, suits and liability of every kind (including all expenses of litigation, court costs and attorney's fees) for injury to or death of any person, or for damage to any property, or for economic loss, arising out of or in connection with the delivery service arrangements set forth herein, and resulting from any causes whatsoever, except only as a result of the sole negligence of Company. Retail Customer A agrees to allow Retail Customer B to receive electrical service through Retail Customer A's Distribution Panel as long as this Agreement is in effect and Retail Customer B is taking the distribution service described herein.
8. This Agreement shall become effective on \_\_\_\_\_, 20 \_\_\_\_.
9. This Agreement shall continue in effect until terminated, which termination may be provided for by Retail Customer A, Retail Customer B or Company giving written notice of such termination to the other two parties at least one (1) year in advance of the date of termination.
10. Except as expressly supplemented and amended by paragraphs 1 through 9 above, the provisions of the rate schedules specified in paragraph 2 and paragraph 3, and the Service Rules and Regulations in the Company's Tariff are not otherwise affected hereby.

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11. This Agreement shall not be binding upon any party unless and until it has been duly executed in writing by all parties.

CenterPoint Energy Houston Electric, LLC

\_\_\_\_\_  
Retail Customer A

By \_\_\_\_\_

\_\_\_\_\_  
Vice-President

\_\_\_\_\_  
(Name printed or typed)

Date \_\_\_\_\_

Title \_\_\_\_\_

Submitted by \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Retail Customer B

By \_\_\_\_\_

\_\_\_\_\_  
(Name printed or typed)

Title \_\_\_\_\_

Date \_\_\_\_\_

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**6.3.4.3 AGREEMENT AND TERMS AND CONDITIONS FOR PULSE  
METERING EQUIPMENT INSTALLATION**

CenterPoint Energy Houston Electric, LLC ("Company") and \_\_\_\_\_ [an Electric Power and Energy end-user; the written authorized representative of \_\_\_\_\_, an Electric Power and Energy end-user; or a retail electric provider for \_\_\_\_\_, an Electric Power and Energy end-user] ("Customer") hereby agree that the provision of Pulse Metering Equipment will be governed by the Company's Tariff for Retail Delivery Service and this Agreement and Terms and Conditions for Pulse Metering Equipment Installation ("Agreement").

Upon the request of Customer, Company shall install, maintain, repair, replace, or remove Pulse Metering Equipment located at Company's Meter used for billing Delivery System Services in accordance with the following terms and conditions:

1. Company shall install Pulse Metering Equipment, including: pulse initiator, as needed; external protective devices, as needed; junction box as needed; and necessary wiring and related materials and supplies up to a point for Customer's interconnection.
2. Customer shall be responsible for the installation and maintenance of all wiring and equipment on Customer's side of the point of interconnection with Company's Pulse Metering Equipment.
3. Customer agrees that Company is not obligated to alter or adjust any meter reading based on the equipment that Customer installs to receive the Electrical Pulses provided for herein and that Company in no way guarantees that Customer's equipment will operate satisfactorily.
4. Company shall charge and Customer shall pay (i) the installation charge as set forth in Company's Tariff for Retail Delivery Service, or if there is no such charge, (ii) the difference in costs, if any, between the existing meter (or the standard meter if no meter is currently installed) and the cost of an advanced meter that meets Customer's requirements, or (iii) the actual cost of the installation requirements, which includes the actual cost of equipment, labor, and overheads necessary to provide pulse access, or (iv) an engineering estimate thereof. Customer shall remit payment to Company for the costs incurred under this paragraph by the due date shown on Company's invoice.
5. Only Company or Company's authorized representatives shall install, maintain, repair, replace, or remove Pulse Metering Equipment. Company shall normally complete installation or removal of such equipment within thirty (30) days from

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the date request is made in accordance with Section 10. Normal installation times may be impacted by equipment availability or other factors beyond the reasonable control of Company. If Company determines that the installation time may exceed thirty (30) days, Company shall provide notice to customer pursuant to section 11 of this agreement. Company shall provide notice to Customer's contact person as set forth in section 11 of this Agreement when Pulse Metering Equipment installation is complete, including pulse multipliers for the meter, so that pulse data can be interpreted.

6. Company shall maintain, repair, or replace Pulse Metering Equipment installed hereunder, if and to the extent that such work is necessary to maintain the pulse access desired by Customer. If applicable, a charge for maintenance shall be optional, with Customer having the option whether to pay a monthly maintenance fee, rather than the cost of repair or replacement should such become necessary to maintain the pulse access desired by Customer. Company shall charge and Customer shall pay (i) the replacement charge, (ii) the actual cost of all required repairs/replacement, or (iii) an engineering estimate thereof. Company shall repair or replace only such Company equipment as requires repair or replacement.
7. If an isolation relay is used, under no circumstances shall Customer modify or interrupt the operation of Company's relay and associated wiring.
8. Company shall have the right to interrupt the pulse circuit in accordance with the provisions of the Company's tariff for Retail Delivery Service.
9. This Agreement may be amended, revised, or otherwise changed only by an appropriate order of an Applicable Legal Authority.
10. All requests for Pulse Metering Equipment shall be in writing and must include the following information:
  - (a). Customer name;
  - (b). Letter of authorization if Customer is other than an Electric Power and Energy end-user;
  - (c). Customer's authorized representative contact name, if applicable;
  - (d). Customer's authorized representative contact phone number, if applicable;
  - (e). ESI ID (if available);
  - (f). Service address (including City and zip code);
  - (g). Pulse data requested e.g. watt-hour, time, var-hour;
  - (h). Billing/Invoice Information, including:
    - Responsible Party;
    - Billing Address; and

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- (i). If Customer is not the owner of the premises upon which Pulse Metering Equipment will be located, Customer shall represent that Company is fully authorized to enter the premises and to perform any reasonable effort necessary to install, maintain, repair, replace, or remove Pulse Metering Equipment.
11. All communications necessary in the administration and execution of this Agreement may be effectuated by contacting Company and Customer at the addresses and telephone numbers set forth below:

**FOR COMPANY:**

Contact: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Email: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

**FOR CUSTOMER:**

Contact: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Email: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Either party may change the preceding designation by providing the other party with no less than thirty (30) days advanced notification of such change.



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12. Except as expressly provided by this Agreement, no provisions of this Agreement shall revise, alter, modify, or amend Company's Tariff for Retail Delivery Service.
13. This Agreement shall commence upon the date of execution by both Parties (the "Effective Date") and shall terminate (a) upon mutual agreement of the Parties, or (b) written notification by Customer to Company that it requests to terminate this Agreement; or (c) upon the effective date of a new agreement between the Parties.
14. Termination of this Agreement, for any reason, shall not relieve Company or Customer of any obligation accrued or accruing prior to such termination.
15. This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

**Company** (insert name) CenterPoint Energy Houston Electric, LLC.

(legal signature) \_\_\_\_\_

(date) \_\_\_\_\_

**Customer** (insert name) \_\_\_\_\_

(legal signature) \_\_\_\_\_

(date) \_\_\_\_\_

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**6.3.4.4 AGREEMENT FOR METER OWNERSHIP AND/OR ACCESS  
FOR NON-COMPANY OWNED METERS**

ESI ID: \_\_\_\_\_  
(If this Agreement applies to multiple ESI IDs, the ESI IDs are listed  
on an Attachment that identifies the appropriate premise address for  
each ESI ID.)

\_\_\_\_\_("Company") and \_\_\_\_\_("Retail Customer") hereby agree that  
this Agreement for Meter Ownership and/or Access for Non-Company Owned Meters  
("Agreement"), as well as Company's Tariff for Retail Delivery Service ("Tariff") and  
Applicable Legal Authorities, will govern Retail Customer's utilization of Non-Company  
Owned Meter(s), and Retail Customer's physical access to Non-Company Owned Meter(s) to  
obtain Meter Data at the ESI ID(s) specified above. All defined terms used herein will have  
the meanings specified in the Tariff, except as otherwise expressly provided in this  
Agreement.

This Agreement may be executed by a written authorized representative/agent ("Retail  
Customer's Agent"), acting on behalf of the Retail Customer pursuant to an executed Letter  
of Agency ("LOA") delivered to Company. Termination of the agency authority of Retail  
Customer's Agent will become effective as to this Agreement upon Company's receipt of  
written notice of such termination from the Retail Customer. A change in Retail Customer's  
Agent will become effective as to this Agreement only upon the Company's receipt of a new  
LOA designating a new Retail Customer's Agent, in which event Retail Customer is also  
responsible for promptly providing Company with the contact information for the new Retail  
Customer's Agent required under Section C of this Agreement. Retail Customer shall ensure  
that Retail Customer's Agent complies with this Agreement, the other applicable provisions  
of the Tariff, and Applicable Legal Authorities.

If Retail Customer is not the owner of the premises where the Non-Company Owned  
Meter(s) will be installed, Retail Customer represents that Company is fully authorized to  
enter the premises and perform any reasonable effort necessary to install, maintain, repair,  
replace, or remove the Non-Company Owned Meter(s).

**A. UTILIZATION OF NON-COMPANY OWNED METER**

1. **Meter Owner.** Retail Customer has selected and authorized \_\_\_\_\_  
to be the Meter Owner of the Non-Company Owned Meter(s) at the ESI ID(s) specified  
above. A change in Meter Owner will become effective only upon a written amendment  
of this Agreement.
2. **Non-Company Owned Meter.** The Non-Company Owned Meter(s) selected from the  
ERCOT-approved competitive meter list that will be installed pursuant to this Agreement  
is/are \_\_\_\_\_ (i.e., meter manufacturer and  
type). Any credit to the Delivery Charges invoiced to the Retail Customer's Competitive

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Retailer for the utilization of Non-Company Owned Meter(s) shall be as provided in Section 6.1 - Rate Schedules of Company's Tariff.

3. **Metering Services.** Company shall provide Metering Services as defined in PUC Substantive Rule 25.311(b)(5), (as the same may be changed from time to time by the Commission), excluding Meter ownership, to Retail Customer utilizing Non-Company Owned Meter(s). Charges may apply to these Metering Services as provided in Section 6.1 – Rate Schedules of Company's Tariff.
4. **Requests for Metering Services.** Requests for Metering Services, including installation or removal of Non-Company Owned Meter(s), shall be made in accordance with Company's Tariff and Applicable Legal Authorities.
5. **Shipping of Non-Company Owned Meters to Company.** A Non-Company Owned Meter shipped by the Meter Owner to the Company for testing and installation shall be shipped to the Company's designated meter delivery address as provided herein, with shipping costs prepaid by the Meter Owner.
6. **Return of Non-Company Owned Meters to Meter Owner.** A Non-Company Owned Meter being returned to the Meter Owner for any reason (including removal from service) may be picked up by the Meter Owner at a Company designated location within ten business days after Company gives written notice that the Non-Company Owned Meter is being returned. If the Non-Company Owned Meter is not picked up by the Meter Owner within such ten business day period, Company will have the right to return the Non-Company Owned Meter to the Meter Owner using any of the following means: (a) shipping by Company to the Meter Owner, at the address specified herein, shipping to be paid by the Meter Owner, cash on delivery; (b) shipping to the Meter Owner using a shipper, Meter Owner account number and shipping instructions provided by the Meter Owner when the Meter Owner is notified that the Non-Company Owned Meter is being returned; or (c) other arrangements mutually agreed to by Company and Meter Owner. If a Non-Company Owned Meter that has been removed from service is not returned to the Meter Owner using one of the means specified above, Company will safeguard the Non-Company Owned Meter until the earlier of (i) the date the Meter Owner takes possession of it, or (ii) 60 calendar days from the date of removal.

**B. ACCESS TO NON-COMPANY OWNED METER BY COMPANY TO OBTAIN METER DATA**

1. **Billing and Settlement Meter Reading Capability.** Where remote meter reading is required, the method that Retail Customer will provide for the Company to remotely access the Non-Company Owned Meter(s) to obtain Meter Data necessary for the Company to fulfill its billing, settlement and reliability responsibilities pursuant to Applicable Legal Authorities ("Billing and Settlement Meter Reading Capability") is \_\_\_\_\_ (e.g., cell phone, land line, radio, etc.).  
The Billing and Settlement Meter Reading Capability must be compatible with a method

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the Company currently uses elsewhere on its system for remote access to Billing Meters providing similar billing, settlement and reliability Meter Data. The Billing and Settlement Meter Reading Capability must comply with Section 5.10.2 – Retail Customer Responsibility and Rights of Company's Tariff. Where remote meter reading is required, Retail Customer shall arrange for and be responsible for the costs, including any ongoing costs, of the remote communications for the Billing and Settlement Meter Reading Capability. Retail Customer shall have the Billing and Settlement Meter Reading Capability in effect beginning \_\_\_\_\_. Retail Customer shall provide Company with 45 calendar days advance written notice of termination of the Billing and Settlement Meter Reading Capability and agrees to work in good faith with Company to restore Company's remote meter reading capability.

2. **Company's Access to Billing and Settlement Meter Reading Capability.** Company will not use Meter Data from a Non-Company Owned Meter for purposes other than fulfilling the Company's billing, settlement, and reliability responsibilities in accordance with Applicable Legal Authorities. Company shall have access to the Non-Company Owned Meter using the Billing and Settlement Meter Reading Capability, (a) on the scheduled meter reading day and the two calendar days on either side of the scheduled meter reading day, for \_\_\_\_\_ consecutive minutes beginning at \_\_\_\_\_ am/pm (circle one) (central prevailing time); and (b) on three additional consecutive calendar days designated by Company in writing for \_\_\_\_\_ consecutive minutes each day beginning at \_\_\_\_\_ am/pm (circle one) (central prevailing time). In addition, Company may access the Non-Company Owned Meter at other times if necessary to fulfill the Company's billing and settlement responsibilities or if access is not available at the designated times. If Company does not have reasonable access through the Billing and Settlement Meter Reading Capability to the Non-Company Owned Meter for a period exceeding 10 calendar days, or for the two calendar days on either side of and on the scheduled meter read date, or in the event that Company's access to billing and settlement data is blocked during the times listed herein, Retail Customer will be in breach of its obligations under this Agreement.
3. **Charges.** Company shall not charge Retail Customer for access to the Meter Data nor shall Retail Customer charge Company for access to the billing, settlement and reliability Meter Data.

**C. CONTACT INFORMATION**

All notifications and other contacts necessary in the administration and execution of this Agreement may be effectuated by contacting Company, Retail Customer, Meter Owner, or Retail Customer's Agent at the addresses and telephone numbers set forth below:

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**FOR COMPANY:**

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

**For Receipt of Non-Company Owned Meter:**

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

**FOR RETAIL CUSTOMER:**

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Premise Address: \_\_\_\_\_

Billing Address: \_\_\_\_\_

Email: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Retail Customer's Competitive Retailer, contact name and phone number:

**FOR METER OWNER:**

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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Address: \_\_\_\_\_

Email: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

**For Return of Non-Company Owned Meter:**

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

**FOR RETAIL CUSTOMER'S AGENT:**

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Company will promptly provide to the Retail Customer any changes to the Company's contact information. The Retail Customer will promptly provide to Company any changes to the Retail Customer's, Meter Owner's, Competitive Retailer's or Retail Customer's Agent's contact information.

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**D. OTHER TERMS AND CONDITIONS**

1. The form of this Agreement may be amended, revised, or otherwise changed only by an appropriate order of Applicable Legal Authorities.
2. Except as expressly provided by this Agreement, no provisions of this Agreement shall revise, alter, modify, or amend other provisions of Company's Tariff for Retail Delivery Service.
3. This Agreement shall commence upon the date of execution by both Parties (the "Effective Date").
4. This Agreement shall terminate on the earlier of: (a) the date that none of the ESI IDs specified on the first page of this Agreement are associated with the Retail Customer; or (b) the date that all of the Non-Company Owned Meters provided for under this Agreement have been permanently removed, whether removed at the Retail Customer's request or pursuant to Applicable Legal Authorities; or (c) termination by the Retail Customer upon 45 calendar days advance written notice to the Company; or (d) termination by the Company upon Retail Customer's breach of any obligation under this Agreement that has remained uncured after Retail Customer and Retail Customer's Agent, if designated, have been given written notice of the breach and 30 calendar days to cure. Upon termination of the Agreement, Company shall have the right to remove the Non-Company Owned Meter(s) covered by this Agreement; provided that removal of Non-Company Owned Meters shall comply with Section 5.10.5 of the Tariff. Termination of the Agreement may result in applicable charges under Section 6.1 – Rate Schedules of Company's Tariff. Termination of this Agreement, for any reason, shall not relieve the Parties of any obligation accrued or accruing prior to such termination.
5. Retail Customer is responsible for providing accurate information to Company as requested herein, as well as accurate information necessary to facilitate Company's access through the Billing and Settlement Meter Reading Capability to billing, settlement and reliability Meter Data (e.g., telephone numbers). Retail Customer is responsible for promptly informing Company of any changes to that information. Failure to maintain the accuracy of the information required under this Agreement will constitute a breach of this Agreement.
6. This Agreement is binding upon Company and Retail Customer and their successors and assigns, provided that Retail Customer may assign this Agreement only to another Retail Customer taking service at the specified ESI IDs, and only upon giving written notice to Company and providing all pertinent changes to information requested herein.

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

**Company** (insert name) \_\_\_\_\_

(legal signature) \_\_\_\_\_

(date) \_\_\_\_\_

**Retail Customer** (insert name) \_\_\_\_\_

(legal signature) \_\_\_\_\_

(date) \_\_\_\_\_

ACKNOWLEDGED this \_\_\_\_ day of \_\_\_\_\_, by:

**Meter Owner** (insert name) \_\_\_\_\_

(legal signature) \_\_\_\_\_

(date) \_\_\_\_\_

ACKNOWLEDGED this \_\_\_\_ day of \_\_\_\_\_, by:

**Retail Customer's Agent** (insert name) \_\_\_\_\_

(legal signature) \_\_\_\_\_

(date) \_\_\_\_\_



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**6.3.4.5 COMPETITIVE METERING LETTER OF AGENCY**

Electric Service Identifier (ESI ID Number):\*

Premise Address (include city, state, zip):\*

Retail Customer:

Retail Customer's Billing Address:  
(include city, state, zip)

Retail Customer's Email:

Retail Customer's Telephone Number:

Retail Customer's Fax Number:

Retail Electric Provider or (REP):

Transmission and Distribution Utility (TDU):

Retail Customer's Agent:

Retail Customer's Agent's Address:  
(include city, state, zip)

Retail Customer's Agent's Email:

Retail Customer's Agent's Telephone Number:

Retail Customer's Agent's Fax Number:

\* **If this Letter of Agency applies to multiple ESI IDs, the ESI IDs are listed on an Attachment that identifies the appropriate premise address for each ESI ID.**

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The Retail Customer designates the Retail Customer's Agent for purposes of performing Retail Customer's duties provided for in the "Agreement for Meter Ownership and/or Access" (the "Agreement"), as well as giving and receiving information in accordance with the Competitive Metering Guides of the Electric Reliability Council of Texas ("ERCOT").

In addition to the duties included in the Agreement, Retail Customer appoints Agent to:

- (1) Communicate with and authorize TDU to maintain, repair, and replace the Non-Company Owned Meter(s), as may be reasonable and necessary;
- (2) Submit to and obtain from the TDU information requests, service requests, and data access; and,
- (3) Authorize TDU to enter the Premise at reasonable times and to perform all reasonable and necessary work to install the Non-Company Owned Meter(s) at the Premise and to maintain, repair, replace, and remove the Non-Company Owned Meter(s).

Retail Customer acknowledges that Retail Customer is obligated to pay all amounts due to the TDU pursuant to its tariffs approved by the Public Utility Commission of Texas. Failure of Agent to perform Retail Customer's duties does not relieve Retail Customer of any obligation under the Agreement or tariffs.

By signing this Letter of Agency, Retail Customer represents that if Retail Customer is not the owner of the premises upon which the Non-Company Owned Meter and any associated equipment will be located, that Company is fully authorized by the owner of the premises to enter the premises and to perform any reasonable work necessary to install, maintain, repair, replace, or remove such Meter and associated equipment.

Representation: By signing this Letter of Agency, Retail Customer represents that Retail Customer is at least 18 years old and has the legal capacity to execute this document.

Termination: This Letter of Agency can be terminated at any time, provided however that with regard to the Agreement, termination shall be effective only upon TDU's receipt of written notice of such termination from Retail Customer. Retail Customer represents by its signature hereunder that Retail Customer is aware of its affirmative duty to promptly inform the TDU of any changes to this Letter of Agency, including its termination.

\_\_\_\_\_  
Retail Customer

\_\_\_\_\_  
Date

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**APPENDIX A**

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

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

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

FOR COMPANY

Legal Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Payment Address (both electronic and postal): \_\_\_\_\_

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

FOR COMPETITIVE RETAILER

Legal Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

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Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Billing Address (both electronic and postal): \_\_\_\_\_  
\_\_\_\_\_  
PUC Certificate Number: \_\_\_\_\_

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

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

*\*Please place a check on the line beside the option selected. **These options and attendant duties are discussed in Pro-Forma Tariff section 4.11.1.***

- \_\_\_\_ Competitive Retailer will direct Retail Customers to call Competitive Retailer to report outages, interruptions, and irregularities and will then electronically forward such information to Company.
- \_\_\_\_ Competitive Retailer will direct Retail Customers to call Competitive Retailer to report outages, interruptions, and irregularities and will then forward such calls to Company at the following toll-free number:  
1-8XX-XXX-XXXX
- \_\_\_\_ Competitive Retailer will direct Retail Customers to directly call or contact Company to report outages, interruptions, and irregularities. Competitive Retailer will provide Retail Customer with the following Company supplied toll-free number for purposes of such reporting:  
1-8XX-XXX-XXXX

B. DESIGNATION OF CONTACT FOR MAKING SERVICE REQUESTS

*\*Please place a check on the line beside the option selected. **These options and attendant duties are discussed in Pro-Forma Tariff section 4.11.1.***

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

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

1-8XX-XXX-XXXX

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

1-8XX-XXX-XXXX

III. TERM

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

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

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

V. SIGNATURES

**Company** (insert name)

(legal signature)

(date)

**Competitive Retailer** (insert name)

(legal signature)

(date)

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**6.3.4.6 PREMIUM SERVICE AGREEMENT**

**Premium Service Study Agreement**

This Premium Service Study Agreement is dated \_\_\_\_\_ and made  
between CenterPoint Energy Houston Electric, LLC ("**Company**") and  
\_\_\_\_\_  
("**Retail Customer**").

Company is an electric utility that provides standard retail electric power delivery service ("**Standard Service**") through its utility distribution and transmission system (the "**Delivery System**") to customers pursuant to the standard rate schedules in its Tariff for Retail Delivery Service (the "**Tariff**") and offers back-up or redundant electric power delivery service ("**Premium Service**") to customers with non-Standard Service requirements pursuant to the Company's Premium Service rate schedule in its Tariff.

Retail Customer desires Premium Service at its facility located at \_\_\_\_\_  
(the "**Customer Facility**") and has requested Company to perform a design and engineering study to determine the Delivery System modifications and additions necessary to provide the Premium Service desired by Retail Customer at the Customer Facility (the "**PRS Study**").

Company will perform the PRS Study for a fee and in accordance with this agreement.

In consideration of the mutual covenants and promises herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, Retail Customer and Company agree as follows:

1. PRS Study Fee. Retail Customer shall pay Company a fee for the PRS Study in an amount equal to \$ \_\_\_\_\_ (the "**PRS Study Fee**"). After Retail Customer's execution and delivery of this agreement to Company, Company will invoice Retail Customer for the PRS Study Fee. The PRS Study Fee is non-refundable pursuant to the Tariff.

2. PRS Study. After its receipt of the PRS Study Fee, Company will commence work on the PRS Study. Company will use reasonable efforts to complete the PRS Study within \_\_\_\_\_ months after Company's receipt of the PRS Study Fee from Retail Customer. Retail Customer acknowledges and agrees that the PRS Study is provided on an "as is" basis, and that Company makes no warranties respecting its accuracy or suitability for any particular purpose.

3. Completion. Upon completion of the PRS Study, Company shall notify Retail Customer of its completion and schedule a mutually convenient time for appropriate representatives of the Company and Retail Customer to discuss the results and findings in the

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PRS Study. Such discussion may occur in person or by phone, at the discretion of Company. Retail Customer will have [insert number of days or months] after its receipt of the completed PRS Study to accept the Premium Service described therein by executing a Premium Service Agreement with Company. Any offer to provide Premium Service contained in the completed PRS Study will become void if a Premium Service Agreement is not entered into between the parties before the end of that period unless extended in writing by Company.

4. Incorporation of Tariff. The Tariff is incorporated into this agreement, including without limitation Sections 5.2.1 (limitation of liability), 5.2.4 (force majeure), and 5.2.6 (disclaimer of warranties) thereof. In the event of any conflict between the terms of this agreement and the terms of the Tariff, the terms of the Tariff shall prevail.

5. Notices. Any written notice required or permitted under this agreement shall be deemed to have been duly given on the date of receipt, and shall be either served personally on the party to whom notice is to be given, or mailed to the party to whom notice is to be given by first class, registered or certified mail, return receipt requested, postage prepaid, and addressed to the addressee at the address stated opposite its name below:

Company: CenterPoint Energy Houston Electric, LLC  
P.O. Box 1700  
Houston, Texas 77251-1700

Retail Customer: [INSERT ADDRESS]

6. Final Agreement. This agreement contains the final and complete agreement of the parties hereto regarding the subject matter hereof and supersedes all prior understandings and agreements between them with respect thereto.

IN WITNESS WHEREOF, this agreement is executed as of the date first written above by the parties' duly authorized personnel.

CenterPoint Energy Houston Electric, LLC	[Insert Retail Customer's Name]
By: _____	By: _____
(Signature)	(Signature)
_____	_____
(Print Name)	(Print Name)
_____	_____
(Title)	(Title)

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**PREMIUM SERVICE AGREEMENT**

This PREMIUM SERVICE AGREEMENT (this "**Agreement**") is dated as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ and made between Center Point Energy Houston Electric, LLC ("**Company**") and \_\_\_\_\_ ("**Retail Customer**").

Company is an electric utility that provides standard retail electric power delivery service ("**Standard Service**") through its utility distribution and transmission system (the "**Delivery System**") to customers pursuant to the standard rate schedules in its Tariff for Retail Delivery Service (the "**Tariff**") and offers back-up or redundant electric power delivery service ("**Premium Service**") to customers with non-Standard Service requirements pursuant to the Company's Premium Service rate schedule in its Tariff.

Retail Customer has requested Company to provide Premium Service to Retail Customer's facility located at \_\_\_\_\_ (the "**Customer Facility**").

Company has completed a pre-construction study dated [insert date] (the "**PRS Study**") and determined that the Customer Facility has a peak kVA usage level of [insert kVA] (the "**Peak Usage**") and is at a suitable location to receive Premium Service with a reserve capacity equal to the Peak Usage.

In consideration of the mutual covenants and promises herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, Retail Customer and Company agree as follows:

1. Defined Terms. All capitalized terms used but not defined in this Agreement have the respective meanings given to them in the Tariff.

2. Installation of the Equipment. Subject to the terms and conditions herein, Company shall use Good Utility Practice to provide the Construction Services, including the installation of equipment and extension of the Delivery System, necessary to enable the provision of Premium Service to the Customer Facility as described in the PRS Study. Notwithstanding anything to the contrary herein, Company's obligation to commence or complete such Construction Services is contingent on Company's receipt of the Upfront Payment from Retail Customer pursuant to Section 3 hereof and any easements or rights-of-way necessary for the placement of Company's equipment. Retail Customer shall be responsible for making any modifications to the Customer Facility that are necessary to accommodate the Premium Service at Retail Customer's cost. Retail Customer shall promptly notify Company in writing of any matters with respect to the operation of the Customer Facility that may affect the installation of the Company equipment necessary to provide the Premium Service.



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3. Upfront Payment. Prior to the commencement of Construction Services under this Agreement, Retail Customer shall make an upfront payment to Company in the amount of \$ (the "Upfront Payment"). Retail Customer acknowledges and agrees that the Upfront Payment is non-refundable pursuant to the Tariff.

4. Monthly Payments. Retail Customer shall pay \$ per month (the "Monthly Charge") to Company for Premium Service commencing in the month that such service is activated and continuing until the termination of this Agreement. Pursuant to the Tariff, the Monthly Charge is intended to recover the operation and maintenance costs related to Company's provision of Premium Service to the Customer Facility with a reserve capacity equal to the Peak Usage. Customer acknowledges that the Monthly Charge owed by Retail Customer to Company is in addition to any charges for Standard Service owed by Retail Customer to its retail electric provider.

5. Title and Premium Service Activation. Title to the equipment installed by the Company shall reside at all times with Company and considered part of the Delivery System. Title to equipment installed by the Retail Customer at the Customer Facility, if any, shall reside at all times with Retail Customer. Company shall notify Retail Customer when the Construction Services are completed, and the Premium Service is ready for activation.

6. Incorporation of Tariff. The Tariff is incorporated into this Agreement, including without limitation Sections 5.2.1 (limitation of liability), 5.2.4 (force majeure), and 5.2.6 (disclaimer of warranties) thereof. In the event of any conflict between the terms of this Agreement and the terms of the Tariff, as may be modified from time to time by the Public Utility Commission of Texas, the terms of the Tariff shall prevail.

7. Termination. This Agreement is effective upon the execution hereof by both parties hereto and, subject to subsections (a) and (b) of this Section, will continue in effect thereafter for a period of five years from the date of this Agreement (the "Initial Term"), and will automatically renew thereafter for successive five year periods (each, a "Renewal Term"); provided, however, that either party may terminate this Agreement as of the end of the Initial Term or any Renewal Term by giving notice of termination to the other party at least 30 days prior to such end. The Initial Term and each Renewal Term are subject to the following additional termination rights:

(a) Company may terminate this Agreement on 30-days' prior notice at any time during the Initial Term or any Renewal Term (i) for non-payment, (ii) if the actual usage level at the Customer Facility exceeds the Peak Usage, or (iii) if a change of ownership of the Customer Facility occurs; and

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(b) Retail Customer may terminate this Agreement at any time during the Initial Term or any Renewal Term on 30-days' prior notice.

Upon termination of this Agreement for any reason, Retail Customer shall pay Company for the cost of removal of Company's equipment installed to provide Premium Service to the Customer Facility. Any outstanding Monthly Charge payment obligations of Retail Customer accrued as of the date of termination will survive termination.

8. Amendments; Waiver. This Agreement may not be amended, supplemented, waived or modified except by written agreement signed by an authorized representative of each party hereof. Any failure by either party to enforce any provision hereof shall not constitute a waiver by that party of its right subsequently to enforce the same or any other provision hereof.

9. Interpretation. This Agreement shall in all respects be governed and construed in accordance with the laws of the State of Texas, excluding its choice of law principals, and such laws shall govern all disputes under this Agreement. This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than Company and Retail Customer. The descriptive headings of the various sections of this Agreement have been inserted for convenience of reference only and are of no significance in the interpretation or construction of this Agreement. This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the parties hereto or to impose any partnership obligation or liability upon either party. Neither party hereto has any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other party.

10. Notices. Any written notice required or permitted under this Agreement shall be deemed to have been duly given on the date of receipt, and shall be either served personally or delivered by email, fax, overnight carrier, or first class mail addressed to the addressee at the address stated below:

Company:	CenterPoint Energy Houston Electric, LLC
	P.O. Box 1700
	Houston, Texas 77251-1700
	Fax:
	email:
	Attn:
Retail Customer:	[INSERT ADDRESS]

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Invoices and billing inquiries shall be sent to such persons at such addresses as each party shall specify by written notice given to the other party.

11. Final Agreement. This Agreement contains the final and complete agreement of the parties hereto regarding the subject matter hereof and supersedes all prior understandings and agreements between them with respect thereto.

12. Counterparts. The parties may execute this Agreement in multiple counterparts, which shall, in the aggregate, constitute one and the same agreement.

IN WITNESS WHEREOF, this Agreement is executed as of the date first written above by the parties' duly authorized personnel.

CenterPoint Energy Houston Electric, LLC

[Insert Retail Customer's Name]

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

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**6.3.4.7 GENERAL PURPOSE CONSTRUCTION SERVICES AGREEMENT**

**Utility Construction Services Study Agreement**

This Utility Construction Services Study Agreement is dated \_\_\_\_\_ and  
made between CenterPoint Energy Houston Electric, LLC ("**Company**") and  
\_\_\_\_\_  
("**Customer**").

Company is an electric public utility that provides electric delivery service to the public through public utility delivery system facilities within its service territory ("**Delivery Facilities**") pursuant to its Tariff for Retail Delivery Service (the "**Tariff**"). Company also provides various **Construction Services**, as defined in the Tariff, related to its Delivery Facilities if requested by a customer and after execution of a Utility Construction Services Agreement (a "**Construction Services Agreement**"). Depending on the type of Construction Services requested by a customer, the Company will perform a study (a "**Construction Study**") to determine the feasibility of, and the estimated cost for, the requested Construction Services prior to entering into a Construction Services Agreement with the customer.

Company has determined, and Customer acknowledges, that a Construction Study is required for the Construction Services project requested by Customer on [Insert Date that the Customer's Request Was Made] (the "**Project**").

Customer and Company therefore agree as follows:

1. Study Fee. Customer shall pay Company a nonrefundable fee of \$ \_\_\_\_\_ (the "**Study Fee**") up front to cover the cost of a Construction Study for the Project. After Customer's execution and delivery of this agreement to Company, Company will invoice Customer for the Study Fee.
2. Construction Study. After its receipt of the Study Fee, Company will commence work on the Construction Study. Company will use reasonable efforts to complete the Construction Study within [Insert Number of Days, Weeks or Months] after Company's receipt of the Study Fee from Customer. Customer acknowledges and agrees that the Construction Study is provided on an "as is" basis, and that Company makes no warranties respecting its accuracy or suitability for any particular purpose.
3. Completion. Upon completion of the Construction Study, Company will notify Customer of its completion and schedule a mutually convenient time for appropriate representatives of the Company and Customer to discuss the results and findings in the Construction Study. Such discussion may occur in person or by phone, at the discretion of Company. Customer will have [insert number of days or months] after its receipt of the results

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and findings in the Construction Study to execute a Construction Services Agreement with Company for the Project.

4. Incorporation of Tariff. The Tariff is incorporated into this agreement, including without limitation Sections 5.2.1 (limitation of liability), 5.2.4 (force majeure), and 5.2.6 (disclaimer of warranties) thereof. In the event of any conflict between the terms of this agreement and the terms of the Tariff, the terms of the Tariff shall prevail.

5. Final Agreement. This agreement contains the final and complete agreement of the parties hereto regarding the subject matter hereof and supersedes all prior understandings and agreements between them with respect thereto.

IN WITNESS WHEREOF, this agreement is executed as of the date first written above by the parties' duly authorized personnel.

CenterPoint Energy Houston Electric, LLC

[Insert Customer's Name]

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

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Utility Construction Services Agreement

This Utility Construction Services Agreement (this "Agreement") is entered into as of the  
day of May, 2017 between CenterPoint Energy Houston Electric, LLC ("CenterPoint  
Energy") and \_\_\_\_\_ ("Customer").

Customer has requested the Construction Services described below by CenterPoint  
Energy, and CenterPoint Energy is willing to provide such Construction Services upon its receipt  
of funds from Customer sufficient to cover the estimated costs for providing the Construction  
Services. Customer and CenterPoint Energy therefore agree as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined in this  
Agreement have the respective meanings set forth in CenterPoint Energy's Tariff for Retail  
Delivery Service (the "Tariff") approved by the Commission.

2. Description of Construction Services. Subject to its receipt of the Estimated  
Amount described in Section 3 hereof, CenterPoint Energy will provide the following  
Construction Services as requested by Customer (check as applicable):

- ☐ Relocation of any part of the Delivery System
- ☐ Installation or extension of non-standard Delivery System facilities
- ☐ Repair, maintenance or replacement work on the Delivery System outside  
of CenterPoint Energy's normal hours of operation as specified in the  
Tariff
- ☐ Other

The Construction Services to be provided under this Agreement (a) will be performed by  
CenterPoint Energy in accordance with Good Utility Practice and (b) may be further described in  
an attachment to this Agreement labeled Exhibit A. An Exhibit A ☐ is or ☐ is not attached to  
this Agreement as of the date hereof (check one).

3. Customer Upfront Payment. Customer agrees to pay the cost of the Construction  
Services described in this Agreement. CenterPoint Energy estimates the cost of the Construction  
Services to be \$ \_\_\_\_\_ (the "Estimated Amount"). Customer shall pay the Estimated  
Amount to CenterPoint Energy prior to CenterPoint Energy's commencement of the Construction  
Services. CenterPoint Energy may revise the Estimated Amount at any time after receiving  
payment thereof based on Good Utility Practice, and Customer shall pay the revised Estimated  
Amount prior to CenterPoint Energy's commencement or continued performance of the  
Construction Services. Customer's payment of the Estimated Amount is non-refundable.

4. Ownership of Equipment. Title to all equipment and facilities installed,  
constructed or relocated by CenterPoint Energy pursuant to this Agreement shall remain with  
CenterPoint Energy.

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5. Incorporation of Tariff. The provisions of the Tariff governing Construction Services are incorporated into this Agreement, in particular Sections 5.2.1 (limitation of liability), 5.2.4 (force majeure), and 5.2.6 (disclaimer of warranties) of the Tariff. In the event of any conflict between the terms of this Agreement and the terms of the Tariff, the terms of the Tariff shall prevail.

6. Governing Law; No Third Party Beneficiaries; Interpretation. This Agreement is to be interpreted under the laws of the State of Texas, excluding its choice of law principles, and such laws shall govern all disputes under this Agreement. This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the parties hereto, and the obligations herein assumed are solely for the use and benefit of the parties hereto, their successors in interest and, where permitted, their assigns. The descriptive headings of the various sections of this Agreement have been inserted for convenience of reference only and are of no significance in the interpretation or construction of this Agreement. This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the parties hereto or to impose any partnership obligation or liability upon either party.

7. Execution and Amendment. This Agreement may be executed in two or more counterparts which may be in portable document format (PDF) or other electronic form, each of which is deemed an original but all constitute one and the same instrument. This Agreement may be amended only upon mutual written agreement of the parties.

8. No Agency. Neither party hereto has any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other party.

9. Final Agreement. This Agreement contains the final and complete agreement of the parties hereto regarding the subject matter hereof and supersedes all prior understandings and agreements between them with respect thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first written above.

CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC [INSERT CUSTOMER'S NAME]

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Name)

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(Title)

(Date)

6.3.5



# **TARIFF FOR RETAIL DELIVERY SERVICE**

**CenterPoint Energy Houston Electric, LLC  
1111 LOUISIANA  
P. O. BOX 1700  
HOUSTON, TEXAS 77251**

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#### **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

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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.

**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.

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**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.

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**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.

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**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.

**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.

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**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.

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## Chapter 1

### Definitions

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**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.

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**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.

**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.



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**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.

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**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.

**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.

Chapter 2: Description of Company's Certified Service Area  
Preliminary Statement

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**CHAPTER 2: DESCRIPTION OF COMPANY'S CERTIFIED SERVICE AREA**

**2.1 PRELIMINARY STATEMENT**

CenterPoint Energy Houston Electric, LLC is a transmission and distribution utility with a Service Territory of approximately 5,000 square miles encompassing Houston, Texas and 165 other cities, villages and communities in the Texas Gulf Coast Region. The Company is responsible for the safe and reliable delivery of Electric Power and Energy to Retail Customers within its Service Territory. A Retail Customer must purchase Electric Power and Energy from its designated REP. This Tariff establishes the rates, terms and conditions for the provision of Delivery Services by the Company to, and governs its relationship with, both Retail Customers and REPs.

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

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Areas Served

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### 2.2 AREAS SERVED

#### Counties Served

Austin Co.	Fort Bend Co.	Matagorda Co.
Brazoria Co.	Galveston Co.	Montgomery Co.
Chambers Co.	Harris Co.	Waller Co.
Colorado Co.	Liberty Co.	Wharton Co.

#### Incorporated Communities Served

Arcola*	Hunters Creek	Pleak
Bayou Vista, Village of*	Iowa Colony*	Prairie View*
Baytown	Jacinto City*	Quintana
Beach City	Jamaica Beach Village*	Richmond
Beasley*	Jersey Village	Richwood
Bellaire	Jones Creek	Rosenberg
Bonney*	Katy*	San Felipe*
Brazos Country	Kemah*	Sandy Point
Brookshire*	Kendleton*	Santa Fe
Brookside Village	Lake Jackson	Seabrook
Bunker Hill	La Porte	Sealy
Clear Lake Shores	Liverpool*	Shoreacres
Clute	Magnolia*	Simonton
Cove*	Manvel	South Houston
Danbury	Meadows	Southside Place
Deer Park	Missouri City	Spring Valley
East Bernard	Mont Belvieu*	Stafford
El Lago	Morgans Point*	Stagecoach*
Fairchilds	Nassau Bay*	Sugar Land
Freeport	Needville*	Surfside Beach Village
Fulshear	Oak Ridge North	Taylor Lake Village
Galena Park*	Old River-Winfree*	Thompsons
Galveston	Orchard*	Tiki Island
Hedwig Village	Oyster Creek	Tomball*
Hillcrest Village*	Pasadena	Waller*
Hilshire Village*	Pattison*	Wallis*
Hitchcock*	Pearland	Webster
Houston	Pine Island*	West University Place
Humble*	Piney Point Village*	Weston Lakes
		Wharton

\*Relinquished original jurisdiction to the Public Utilities Commission of Texas.

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In addition to the incorporated communities listed above, a minority of the customers in the incorporated areas of Alvin, La Marque, League City, Friendswood, Dickinson, Texas City and West Columbia are also served.

### Unincorporated Communities Served

Addicks	Crosby	Lissie
Aldine	Cypress	Longpoint
Algoa	Damon	Magnet
Alta Loma	Danciger	McNair
Arcadia	Decker Prairie	Mixville
Bacliff	Dewalt	Moonshine Hill
Bammel	Egypt	Newgulf
Barker	Foster	Peters
Barrett	Fresno	Pinehurst
Big Creek	Frydek	Pledger
Blue Ridge	Genoa	Raccoon Bend
Boling	Glen Flora	Randon
Bonus	Gulf Park	Retrieve
Booth	Guy	Rose Hill
Burleigh	Highlands	Rosharon
Cedar Bayou	Hockley	San Leon
Channelview	Houston Point	Satsuma
Chenango	Huffman	Sheldon
Chesterville	Huffsmith	Spanish Camp
Clodine	Hungerford	Spring
Cloverleaf	Iago	Strang
Coady	Juliff	Tavener
Cochran	Lakewood	Virginia Point
Crabb	Lane City	Westfield

## Chapter 3: General Service

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## **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

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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 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.

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#### **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.

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



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#### **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.

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#### **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.

#### **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

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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.

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Relating to Access To Delivery System of Company by Competitive Retailers

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**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*