

AEP TEXAS

TARIFF FOR ELECTRIC DELIVERY SERVICE

Applicable: Certified Service Area

Chapter: 6 Section: 6.1.3

Section Title: Discretionary Service Charges (Premises with a Non-Standard Meter other than an AMS-M Meter, and Premises with Unmetered Service)

Revision: Original Effective Date: March 30, 2020

6.1.3.3.4 DISTRIBUTION VOLTAGE FACILITIES RENTAL SERVICE

AVAILABILITY

This service is available under Company's Facilities Rental Service Agreement (see 6.3.4.1), only to Retail Customers taking distribution voltage service at a Point of Delivery where distribution voltage facilities were being leased from Company under a facilities rental agreement on September 1, 2000. Retail Customers qualifying for service under this schedule shall be provided rental service in accordance with the following requirements in accordance with 16 TAC § 25.343(f)(4):

1. The customer will retain the options of purchasing the rented facilities, renting additional facilities at that same Point of Delivery, or terminating the Facilities Rental Service Agreement.
2. Once all of the facilities formerly leased by the Company to the customer have been removed from the customer's side of the Point of Delivery or have been acquired by the customer, the Company may no longer offer facilities rental service at that Point of Delivery.

APPLICABILITY

Distribution Voltage Facilities Rental Service is applicable to Company owned distribution voltage facilities located on the Retail Customer's side of the Point of Delivery. This service applies to Company owned facilities that are in excess of the Standard Facilities and Services that the Company would normally provide under the applicable tariff schedule(s). The facilities rented pursuant to this tariff schedule are facilities that should be provided by the Retail Customer, and the Retail Customer has elected to provide for these facilities through a rental arrangement with the Company.

This service may continue only until the earlier of February 27, 2023, or the date the Commission grants a petition by an affected person to discontinue facilities rental service provided by an electric utility, unless extended by Commission rule or order and until Company provides the Retail Customer proper notice that such service is being cancelled.

RENTAL CHARGES

The monthly rental charge for distribution voltage facilities owned, operated and maintained by Company, will be derived by the total calculated installed cost of the facilities to be rented (less any applicable contribution), (determined at the time of the signing of the Facilities Rental Agreement contract) multiplied by 1.45%. The Retail Customer is responsible for the rental charge beginning with the effective date of initiating service or the date installation of the facilities was

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completed if the facilities were installed after the execution of the Facilities Rental Agreement, whichever occurs later.

Monthly Rental Charges = (calculated installed cost less any applicable contribution) x 0.0145)

TERMS OF PAYMENT

- (1) A Retail Customer's request for Company to install facilities to be leased for less than 60 consecutive months shall be considered as a request for non-permanent facilities and the Retail Customer will be required to make a contribution to recover expenses for the installation and removal of the facilities in addition to contracting for the monthly rental. In addition, Retail Customers who do not want to contract for service from Company for at least twelve (12) consecutive months will be deemed Seasonal Retail Customers and shall pay Distribution Voltage Facilities Rental on an annual basis. Seasonal Retail Customers will have their entire annual Distribution Voltage Facilities Rental Service Charge due and payable with the first service bill of the operating season for that Retail Customer.
- (2) All other Retail Customers shall pay Distribution Voltage Facilities Rental Service fees on a monthly basis, and the monthly rental charge will be due and payable with the Retail Customer's monthly bill for Electric Service to the REP.

TERMS AND CONDITIONS

Should Company-owned facilities require replacement during the term of the Facilities Rental Agreement, the total calculated installed cost of the facilities will be recomputed and increased or decreased, as the case may be by:

- (1) The total installed cost of the replacement equipment, including the costs of acquiring the replacement equipment, less
- (2) The installed cost of the original equipment.

Should the Retail Customer request that any of the rented facilities installed, owned, maintained or operated by Company be removed, or upon termination of service at a location without a new Retail Customer willing to continue a contract to rent the distribution voltage facilities, Company will remove such facilities within a reasonable amount of time at the Retail Customer's expense.

This schedule is subject to the provisions of the Company's Service Rules and Regulations, Chapters 3-6.

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**6.1.3.3.5 SYSTEM INTEGRAL FACILITIES
RENTAL SERVICE**

AVAILABILITY

This service is available under Company's Facilities Rental Service Agreement (see 6.3.4.1) when the Company installs, owns, operates, and maintains electric facilities that are considered to be an integral part of the Company's delivery system and are installed on the utility's side of the Point of Delivery, but are dedicated solely to providing electric delivery service to the Retail Customer. Such facilities would include, but are not limited to, system protective equipment, capacitors, and automatic switchgear.

APPLICABILITY

This schedule is applicable to Company owned facilities located on the utility's side of the Point of Delivery. This service applies to Company owned facilities that are in excess of the Standard Facilities and Services that the Company would normally provide under the applicable tariff schedule(s). The facilities rented pursuant to this tariff schedule are facilities that should be provided by the Retail Customer, and the Retail Customer has elected to provide these facilities through a rental arrangement with the Company.

RENTAL CHARGES

The monthly rental charge for system integral facilities, owned, operated and maintained by Company, will be derived by the total calculated installed cost of the facilities to be rented (less any applicable contribution), (determined at the time of the signing of the Facilities Rental Service Agreement contract) multiplied by 1.45%. The Retail Customer is responsible for the rental charge beginning with the effective date of initiating service or the date installation of the facilities was completed if the facilities were installed after the execution of the Facilities Rental Service Agreement.

Monthly Rental Charges = (calculated installed cost less any applicable contribution) x 0.0145)

TERMS OF PAYMENT

- (1) A Retail Customer's request for Company to install facilities to be leased for less than 60 consecutive months shall be considered as a request for non-permanent facilities and the Retail Customer will be required to make a contribution to recover expenses for the installation and removal of the facilities in addition to contracting for the monthly rental. In addition, Retail Customers who do not want to contract

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for service from Company for at least twelve (12) consecutive months will be deemed Seasonal Retail Customers and shall pay System Integral Facilities Rental on an annual basis. Seasonal Retail Customers will have their entire annual System Integral Facilities Rental Charge due and payable with the first service bill rendered upon the initiation of service by the Retail Customer.

- (2) All other Retail Customers shall pay System Integral Facilities Rental Service fees on a monthly basis, and the monthly rental charge will be due and payable with the Retail Customer's monthly bill for Electric Service to the REP.

TERMS AND CONDITIONS

Should Company-owned facilities require replacement during the term of the Facilities Rental Service Agreement, the total calculated installed cost of the facilities will be recomputed and increased or decreased, as the case may be, by:

- (1) The total installed cost of the replacement equipment, including the costs of acquiring the replacement equipment, less
- (2) The installed cost of the original equipment.

Should the Retail Customer request that any of the rented facilities installed, owned, maintained or operated by Company be removed, or upon termination of service at a location without a new Retail Customer willing to continue a contract to rent the system integral facilities, Company will remove such facilities within a reasonable amount of time at the Retail Customer's expense.

This schedule is subject to the provisions of the Company's Service Rules and Regulations, Chapters 3-6.

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**6.1.3.3.6 PULSE METERING EQUIPMENT
INSTALLATION FEE**

This fee will be charged to a Retail Customer or the Retail Customer's authorized representative requesting pulse Metering for the Retail Customer. All fees must be paid prior to the service being provided. An AGREEMENT AND TERMS AND CONDITIONS FOR PULSE METERING EQUIPMENT INSTALLATION (PMEI) must be fully executed with the Company prior to the Company granting access to data outputs from its Meter. The Company will provide access to KYZ pulses to those requesting such service as specified in the PMEI Agreement.

An installation that takes more time, labor, metering requirements, or materials than the typical installation will be considered a non-typical installation and the requesting party will be charged a fee for non-typical installations based on the estimated cost incurred by the Company to install the facilities necessary to provide the requested service. The Company will present the Customer with an invoice of the itemized estimated costs and the Customer must pay the invoice in advance of the work being performed.

The Retail Customer will be responsible for providing all electrical work normally associated with a new billing Meter installation as stated in the PMEI. The Company retains the right of priority access to the billing Meter and data from the billing Meter.

A. Request for K-Y-Z Outputs Only for a Typical Installation:

Applicable for providing data utilizing a Meter capable of providing only one channel of data, no isolation relay is required, and the Retail Customer's point of interconnection to the data output circuits is adjacent to the billing Meter enclosure. The Fixed Price includes the Meter.

| | |
|---|----------|
| Fixed Price if existing billing meter is a standard Meter | \$325.00 |
|---|----------|

B. Request for Non-Typical Installations of Solid-State Advanced Metering:

Estimated cost to perform the requested Metering equipment installation, calculated in accordance with the Company's approved tariff as it pertains to the activities and materials required for each specific work request at then-current costs. As Calculated

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**6.1.3.3.7 COMPETITIVE METER REMOVAL /
INSTALL SERVICE FEE**

Please refer to the table for a full description of this fee.

**6.1.3.3.8 COMPETITIVE METER PHYSICAL
ACCESS EQUIPMENT INSTALLATION
SERVICE FEE**

Please refer to the table for a full description of this fee.

**6.1.3.3.9 COMPETITIVE METER NON-
STANDARD PROGRAMMING FEE**

Please refer to the table for a full description of this fee.

**6.1.3.3.10 METER COMMUNICATIONS
DIAGNOSTIC FEE**

Please refer to the table for a full description of this fee.

6.1.3.3.11 UNEXECUTABLE ORDER FEE

Please refer to the table for a full description of this fee.

**6.1.3.3.12 DISTRIBUTED GENERATION METER
INSTALLATION FEE**

Please refer to the table for a full description of this fee.

**6.1.3.3.13 DAMAGE TO COMPANY FACILITIES
FEE**

Please refer to the table for a full description of this fee.

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6.1.3.4 DISTRIBUTED GENERATION CHARGES

INTERCONNECTION AND PARALLEL OPERATION OF DISTRIBUTED GENERATION

Company shall interconnect distributed generation pursuant to Public Utility Commission of 16 TAC § 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.

| | 0-10 kW | 10+ to 500 kW | 500+ to 2000 kW | 2000+ kW |
|--------------------------------------|---------|---------------|-----------------|----------|
| Non Exporting | | | | |
| 1. Pre-certified, not on network | \$0 | \$375 | \$3,450 | \$3,450 |
| 2. Not pre-certified, not on network | \$140 | \$675 | \$3,450 | \$3,450 |
| 3. Pre-certified, on network | \$240 | \$700 | \$6,860 | \$6,860 |
| 4. Not pre-certified, on network | \$440 | \$1,000 | \$6,860 | \$6,860 |
| Exporting | | | | |
| 1. Pre-certified, not on network | \$0 | \$475 | \$4,260 | \$4,260 |
| 2. Not pre-certified, not on network | \$240 | \$875 | \$4,260 | \$4,260 |
| 3. Pre-certified, on network | \$440 | \$1,000 | \$7,800 | \$7,800 |
| 4. Not pre-certified, on network | \$840 | \$1,850 | \$7,800 | \$7,800 |

6.1.4 DISCRETIONARY SERVICE CHARGES (PREMISES WITH AN AMS-M METER)

This section of this Tariff lists the Discretionary Service Charges for Premises with an AMS-M Meter. An AMS-M Meter permits Company to perform some Discretionary Services without dispatching personnel to Retail Customer's Premises but lacks remote connection/disconnection functionality.

Competitive Retailer shall submit an order on behalf of Retail Customer to perform the Discretionary Service at Premises with an AMS-M Meter, unless this Tariff permits Retail Customer to directly request Company to perform the Discretionary Service or allows Company to initiate performance of the Discretionary Service. Competitive Retailer shall include the appropriate TX SET transaction in an order submitted to Company requesting a Discretionary Service.

Company shall complete performance of the Discretionary Service according to the applicable timeline in this Section. If Company is unable to complete performance of the Discretionary Service in compliance with the applicable timeline for any reason, including, but not limited to, an inability to successfully communicate with the Meter, it shall complete performance of the service in a timely manner. The term "timely" requires Company to complete performance of the service on the same day specified in the applicable timeline if weather, time of day, location of Premises, and other relevant factors permit. Otherwise, Company shall prioritize the completion of the service on the next Business Day.

Company shall bill the appropriate Discretionary Service Charge to Competitive Retailer upon completion of the service, unless Company initiates performance of the Discretionary Service and bills the Retail Customer directly. Company shall not apply any additional charges for its performance of the Discretionary Service, such as processing fees and

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copying fees. Charges designated "As Calculated" in this Section apply to Discretionary Services for which the costs of performing such services vary, depending upon the circumstances of the service order and the requirements necessary to complete service performance. Company shall use the appropriate TX SET transaction for the Discretionary Service in an invoice submitted to Competitive Retailer.

6.1.4.1 UNIFORM DISCRETIONARY SERVICE CHARGES

| Charge No. | Name and Description | Amount |
|--------------------------|--|--------|
| Connection Charge | | |
| (1) | <p>Move-In (AMS-M Meter)</p> <p>This charge is for service to initiate Delivery to Retail Customer's Point of Delivery. It is not available if inspections, permits, or construction (other than installation of the Meter) is required and not completed. Construction Service Charges relating to the cost and installation of a new AMS-M Meter appear in Section 6.1.4.2, CONSTRUCTION SERVICE CHARGES</p> <p>Company shall complete performance of the service on the requested date, provided: (1) the requested date is a Business Day; (2) Company receives the order by 5:00 PM CPT on a Business Day; and (3) the order is received at least two Business Days prior to the requested date.</p> <p>If the requested date is not a Business Day, Company shall treat the next Business Day as the requested date.</p> <p>Company may treat an order received after 5:00 PM CPT on a Business Day, or on a day that is not a Business Day, as received by 5:00 PM CPT on the next Business Day.</p> | |

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| Charge No. | Name and Description | Amount |
|--|---|--------|
| | <p>If the order is received by Company less than two Business Days prior to the requested date, Company shall complete performance of the service within two Business Days after the date the order is received.</p> <p>Self-Contained Meter</p> <p>New \$82.00</p> <p>Existing \$66.00</p> <p>Current Transformer (CT)/Other Meter</p> <p>New \$287.00</p> <p>Existing \$134.00</p> | |
| (2) | <p>Priority Move-In (AMS-M Meter)</p> <p>This charge is for service to initiate Delivery to Retail Customer's Point of Delivery when an order includes the TX SET transaction for priority move-in service. It is available only at Premises with an existing AMS-M Meter.</p> <p>Company shall complete performance of the service on the requested date, provided: (1) the requested date is a Business Day; and (2) Company receives the order by 5:00 PM CPT on a Business Day.</p> <p>If the requested date is not a Business Day, Company shall treat the next Business Day as the requested date.</p> <p>Company may treat an order received after 5:00 PM CPT on a Business Day, or on a day that is not a Business Day, as received by 5:00 PM CPT on the next Business Day.</p> <p>Self-Contained Meter \$84.00</p> <p>Current Transformer (CT)/Other Meter \$171.00</p> | |
| Disconnection Charges (AMS-M Meter) | | |
| (3) | <p>Move-Out</p> <p>This service discontinues Delivery at Retail Customer's Point of Delivery.</p> <p>Company shall complete performance of the service on the requested date, provided: (1) the requested date is a Business Day; (2) Company receives the order by 5:00 PM CPT on a Business Day; and (3) the order is received at least two Business Days prior to the requested date.</p> | |

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| Charge No. | Name and Description | Amount |
|------------|---|---|
| (4) | <p>If the requested date is not a Business Day, Company shall treat the next Business Day as the requested date.</p> <p>Company may treat an order received after 5:00 PM CPT on a Business Day, or on a day that is not a Business Day, as received by 5:00 PM CPT on the next Business Day.</p> <p>If the order is received by Company less than two Business Days prior to the requested date, Company shall complete performance of the service within two Business Days after the date the order is received.</p> <p>Clearance Request</p> <p>This service de-energizes/re-energizes Company electrical facilities on Retail Customer's Premises before/after Retail Customer or Retail Customer's contractor engages in activity near Company's electrical facilities, or on or near Retail Customer's electrical facilities. Retail Customer may directly submit order to Company to obtain this clearance as authorized pursuant to Section 4.11, OUTAGE AND SERVICE REQUEST REPORTING.</p> <p>Company shall complete performance of the service on the requested clearance date, provided: (1) Company receives the order by 5:00 PM CPT on a Business Day; and (2) the order is received at least three Business Days prior the requested clearance date.</p> <p>Company may treat an order received after 5:00 PM CPT on a Business Day, or on a day that is not a Business Day, as received by 5:00 PM CPT on the next Business Day.</p> <p>Company shall accommodate an order requesting clearance based on a mutual agreement with the requesting party to perform the service at charges calculated by Company if: (1) the requested clearance date is not a Business Day; (2) the Company receives the order less than three Business Days prior to the requested clearance date; or (3) the activities necessary for clearance cannot be safely performed on the requested clearance date.</p> <p>Three Business Days' Notice (Residential)</p> <p>Three Business Days' Notice (Non-Residential)</p> <p>Less Than Three Business Days' Notice</p> | <p>Charge included in Standard Move-In charge.</p> <p>As Calculated</p> <p>As Calculated</p> <p>As Calculated</p> |

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| Charge No. | Name and Description | Amount |
|--|---|---------|
| Disconnection/Reconnection for Non-Payment of Charges (AMS-M Meter) | | |
| (5) | <p>Disconnection for Non-Payment (DNP)</p> <p>This service discontinues Delivery to Retail Customer's Point of Delivery due to Retail Customer's non-payment of charges billed by Competitive Retailer or Company. Company may also discontinue Delivery to Retail Customer's Point of Delivery due to Retail Customer's failure to fulfill obligations to the Company pursuant to a contract, this Tariff, or other Applicable Legal Authorities.</p> <p>Company shall not discontinue Delivery to a Retail Customer's Point of Delivery due to non-payment: (1) before the requested date; (2) in violation of 16 TAC § 25.483(f)(2); or (3) if provisions in other Applicable Legal Authorities prohibit such disconnection. Company also shall not discontinue Delivery to Retail Customer's Point of Delivery between the hours of 5:00 PM CPT and 7:00 AM CPT due to non-payment, unless a coordinated disconnection allowing the disconnection of service between these hours is arranged pursuant to Section 4.3.12.3, COORDINATED DISCONNECTION. When appropriate, the coordinated disconnection of service may occur between 5:00 PM and 7:00 AM CPT.</p> <p>Company shall complete performance of the service within three Business Days of the requested date, provided: (1) the requested date is a Business Day; (2) Company receives the order by 5:00 PM CPT on a Business Day; and (3) the order is received at least two Business Days prior to the requested date.</p> <p>If the requested date is not a Business Day, Company shall treat the next Business Day as the requested date. Company may treat an order received after 5:00 PM CPT on a Business Day, or on a day that is not a Business Day, as received by 5:00 PM CPT on the next Business Day.</p> <p>If the order is received by Company less than two Business Days prior to the requested date, Company shall complete performance of the service within four Business Days after the date the order is received.</p> <p>Company shall not charge Competitive Retailer for performance of the service if Company initiates disconnection for non-payment.</p> | |
| | Disconnection at Meter | \$32.00 |
| | Disconnection at Premium Location (e.g., pole, weatherhead, secondary box) | \$72.00 |

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| Charge No. | Name and Description | Amount |
|------------|--|--|
| (6) | <p>Reconnection After Disconnection for Non-Payment of Charges (DNP) This service restarts Delivery at Retail Customer's Point of Delivery after discontinuance due to Retail Customer's non-payment of charges billed by Competitive Retailer or Company.</p> <p>Company shall complete performance of standard reconnection service on the date Company receives the order, provided Company receives the order by 2:00 PM CPT on a Business Day.</p> <p>If Company receives the order after 2:00 PM CPT on a Business Day, Company shall complete performance of the standard reconnection service on the date of receipt if possible, but no later than the close of Company's next Field Operational Day.</p> <p>Company shall complete performance of same-day reconnection service on the date Company receives the order, provided Company receives the order by 5:00 PM CPT on a Business Day. If the order is received by Company after 5:00 PM CPT on a Business Day, or on a day that is not a Business Day, Company shall complete performance of the service no later than the close of Company's next Field Operational Day.</p> <p>Company shall treat an order for reconnection service received after 7:00 PM CPT, or received on a Non-Business Day, as received at 8:00 AM CPT on the next Business Day.</p> <p>In no event shall Company fail to reconnect service within 48 hours of Company's receipt of the order. However, if this requirement results in reconnection being performed on a day that is not a Business Day, the appropriate Weekend or Holiday charge shall apply.</p> <p>Company shall not charge Competitive Retailer for performance of the service if Company restarts Delivery reconnection after Company-initiated disconnection for non-payment.</p> <p>Reconnection at Meter</p> <ul style="list-style-type: none"> i. Standard Reconnect ii. Same Day Reconnect iii. Weekend iv. Holiday | <p>\$49.00</p> <p>\$69.00</p> <p>\$86.00</p> <p>\$125.00</p> |

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| Charge No. | Name and Description | Amount |
|--|---|--|
| | Reconnection at Premium Location (e.g., pole, weatherhead, secondary box) | |
| | i. Standard Reconnect | \$98.00 |
| | ii. Same Day Reconnect | \$134.00 |
| | iii. Weekend | \$134.00 |
| | iv. Holiday | \$170.00 |
| Meter Testing Charges (AMS-M Meter) | | |
| (7) | <p>Meter Test - This charge is for service that tests Retail Customer's Meter in accordance with Section 4.7.4, METER TESTING. Retail Customer may directly submit an order to Company to perform this service as authorized pursuant to Section 4.11, OUTAGE AND SERVICE REQUEST AND REPORTING.</p> <p>Self-Contained Meter (Company-Owned)</p> <p> a. First Meter test in last four years</p> <p> b. Meter found outside of relevant accuracy standards</p> <p> c. All other</p> <p>Current Transformer (CT)/Other Meter (Company-Owned)</p> <p> a. First Meter test in last four years</p> <p> b. Meter found outside relevant accuracy standards</p> <p> c. All other</p> <p>Competitive Meter</p> | <p>\$0.00</p> <p>\$0.00</p> <p>\$92.00</p> <p>\$0.00</p> <p>\$0.00</p> <p>\$120.00</p> <p>\$120.00</p> |
| Meter Reading Charges (AMS-M Meter) | | |
| (8) | <p>Meter Reading for the Purpose of a Standard Switch</p> <p>This service reads Retail Customer's Meter for the purpose of switching Retail Customer's account to a different Competitive Retailer when Retail Customer has not requested a self-selected switch. The service is performed in</p> | |

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| Charge No. | Name and Description | Amount |
|------------|---|--------|
| (9) | <p>accordance with Section 4.3.4, CHANGING OF DESIGNATED COMPETITIVE RETAILER.</p> <p>Company shall complete performance of the service using an Actual Meter Reading to allow completion of the switch on the First Available Switch Date (FASD) received from the Registration Agent, provided: (1) Company receives the order by 7:00 PM CPT on an AMS Operational Day; and (2) the FASD is an AMS Operational Day. The FASD is day zero unless otherwise specified by the Registration Agent.</p> <p>Company may treat an order received after 7:00 PM CPT on an AMS Operational Day, or on a day that is not an AMS Operational Day, as received on the next AMS Operational Day.</p> <p>Company may use an Estimated Meter Reading to complete performance of the service if conditions preclude execution of an Actual Meter Reading.</p> | \$0.00 |
| | <p>Meter Reading for the Purpose of a Self-Selected Switch</p> <p>This service reads Retail Customer's Meter on a date other than the Scheduled Meter Reading Date for the purpose of switching Retail Customer's account to a different Competitive Retailer on a date certain. The service is performed in accordance with Section 4.3.4, CHANGING OF DESIGNATED COMPETITIVE RETAILER. A charge applies only when Company uses an Actual Meter Reading to perform the service.</p> <p>Company shall complete performance of the service on the requested date provided: (1) Company receives the order by 7:00 PM CPT on the requested date; and (2) the requested date is an AMS Operational Day.</p> <p>Company may treat an order received after 7:00 PM CPT on an AMS Operational Day, or on a day that is not an AMS Operational Day, as received on the next AMS Operational Day.</p> <p>If the requested date is not an AMS Operational Day, Company shall complete performance of the service by the first AMS Operational Day following the requested date.</p> <p>Company may use an Estimated Meter Reading to complete performance of the service if conditions preclude execution of an Actual Meter Reading.</p> | \$0.00 |

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| Charge No. | Name and Description | Amount |
|---|---|--------|
| (10) | Meter Reading for the Purpose of a Mass Transition This service provides a Meter Reading for each affected Retail Customer for the purpose of a mass transition of the Retail Customers pursuant to 16 TAC § 25.43. Company shall charge the exiting Competitive Retailer for performance of the service. | \$0.00 |
| Non-Standard Meter Installation Charge (AMS-M Meter) | | |
| (11) | Non-Standard Metering Service One-Time Fee Applicable to a Retail Customer with an AMS-M Meter who chooses to begin receiving Non-Standard Metering Service under Section 6.1.3, pursuant to 16 TAC § 25.133. Company shall bill the One-Time Fee to Retail Customer, collect payment, and receive the signed, written acknowledgement pursuant to 16 TAC § 25.133 before the initiation of Non-Standard Metering Service. <div style="display: flex; justify-content: space-between;"> <div> New Analog Meter One-Time Fee Digital Non-Communicating Meter One-Time Fee <div style="margin-left: 20px;"> i. Self-Contained ii. CT Meter </div> Advanced Meter with Communications Disabled One-Time Fee </div> <div style="text-align: right;"> \$180.00 \$242.00 \$255.00 \$279.00 </div> </div> | |
| Service Call Charge (AMS-M Meter) | | |
| (12) | Service Call - This charge is for service that dispatches Company personnel to Retail Customer's Premises to investigate an outage or other service-related problem. Retail Customer may directly submit order to Company to perform this service if authorized pursuant to Section 4.11, OUTAGE AND SERVICE REQUEST REPORTING . | |

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| Charge No. | Name and Description | Amount |
|--|---|---------------|
| | A charge for the performance of this service applies only if Company completes its investigation and determines the outage or other service-related problem is not caused by Company equipment. | |
| | Business Day (8:00 AM--5:00 PM CPT) | \$81.00 |
| | Business Day (Other Hours) | \$110.00 |
| | Weekend | \$110.00 |
| | Holiday | \$140.00 |
| Tampering and Related Charges (AMS-M Meter) | | |
| (13) | Tampering This service investigates and corrects the unauthorized use of Delivery System pursuant to Section 5.4.7, UNAUTHORIZED USE OF DELIVERY SYSTEM, or other Tampering with Company's Meter or Metering Equipment, or the theft of electric service by any person at the Retail Customer's Premises. Tampering charges may include, but are not limited to, Delivery Charges, the cost of testing the Meter, the cost of replacing and repairing a Meter and Metering Equipment (including the Meter seal), the cost of installing protective facilities or relocating the Meter, and all other costs associated with the investigation and correction of the unauthorized use. | As Calculated |
| (14) | Broken Outer Meter Seal This service replaces a broken outer Meter seal. | \$29.00 |
| Denial of Access Charges (AMS-M Meter) | | |
| (15) | Inaccessible Meter This charge is for service that applies when Company personnel are unable to gain access to the Meter of a Critical Load Public Safety Customer or Critical Load Industrial Customer Premises as a result of continued denial of access to Meter, as provided in Section 4.7.2.1, DENIAL OF ACCESS BY RETAIL CUSTOMER. | \$100.00 |

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| Charge No. | Name and Description | Amount |
|------------|--|---------------|
| (16) | <p>Denial of Access to Company's Delivery System</p> <p>This charge applies when Retail Customer fails to provide access to Retail Customer's Premises, as required by Section 5.4.8, ACCESS TO RETAIL CUSTOMER'S PREMISES, and includes all costs incurred by Company to obtain such access.</p> | As Calculated |

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6.1.4.2 CONSTRUCTION SERVICE CHARGES

APPLICATION

The following table contains the Discretionary Charges for Construction Service Charges. Complete detail, if not provided in the table below, is contained in the subsection referenced in the column entitled "Charge No."

The charges listed below are in addition to any other charges made under Company's Tariff for Retail Delivery Service, and will be applied for the appropriate detailed description of each service.

| Charge No. | Name and Description | Amount |
|------------|---|--|
| 6.1.4.2.1 | Facilities Extension Schedule addresses the costs associated with the extension of Delivery System facilities under Section 5.7 of the Tariff. | As calculated pursuant to the Schedule |
| 6.1.4.2.2 | <p>Retail Electric Switchover Fee is charged when a Retail Customer requests to switch service of a consuming facility from Company to another utility that has the right to serve the facility and shall be handled pursuant to 16 TAC § 25.27, a copy of which will be provided upon request.</p> <p>In multiple certificated areas previously served by AEP Texas – Central Division, a Retail Customer may not avoid stranded cost recovery charges by switching to another electric utility, electric cooperative, or municipally-owned utility after May 1, 1999. A Retail Customer in a multiple certificated service area that requested to switch providers on or before May 1, 1999, or was not taking service from an electric utility on May 1, 1999, and does not do so after that date is not responsible for paying retail stranded costs of that utility.</p> <ul style="list-style-type: none"> i. Base Charge ii. Base Charge Adder iii. Facilities Recovery Charge | <p>\$563</p> <p>\$130</p> <p>As Calculated</p> |

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| Charge No. | Name and Description | Amount |
|------------|---|----------------|
| 6.1.4.2.3 | <p>Facilities Removal/Relocation/Modification Fee is charged to a Retail Customer, or the Retail Customer's authorized representative requesting the temporary or permanent removal/relocation/modification of any of the Company's facilities.</p> <p>The fee will be the estimated actual cost to the Company to perform the request, calculated for each specific work request at then-current costs and must be paid in advance of the work being performed.</p> | Estimated cost |
| 6.1.4.2.4 | <p>Special Products/Services Fee is charged to the REP when products and/or services requested are appropriate for an electric utility to provide and are not prohibited by the PUCT. The full spectrum of such potential products and/or services either may not be anticipated at this time or may not occur regularly enough to warrant a specific fee.</p> <p>For each of these qualifying products and/or services provided by the Company, the fee will be charged based on the estimated cost (current cost at the time the product/service is provided) to provide the requested product and/or service.</p> | Estimated cost |
| 6.1.4.2.5 | <p>Emergency Maintenance Service Fee</p> <p>This service is available for emergency repair and/or maintenance service to electric facilities owned by the Retail Customer. The Company can only provide this service in the event of an emergency as defined in 16 TAC § 25.343(g).</p> | Estimated cost |
| 6.1.4.2.6 | <p>Customized Maintenance Service Fee</p> <p>This service is available under the Company's Facilities Maintenance Agreement with Retail Customer to give the Company the exclusive right to perform routine operation, maintenance, and replacement of facilities owned by the Retail Customer that are considered an integral part of the Company's delivery system.</p> | Estimated cost |

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**6.1.4.2.1 FACILITIES EXTENSION
SCHEDULE**

TERMS AND CONDITIONS

Schedule 6.1.4.2.1 addresses the costs associated with extension of Delivery System facilities under Section 5.7 of the Tariff. For purposes of this Schedule, whenever the context requires, the term "Retail Customer" includes property owners, builders, developers, contractors, government entities, authorized agent for the ultimate consumer, or any other organization, entity, or individual making the request to the Company for the extension of electric facilities and the installation of Billing Meter(s) for delivery service.

This schedule is applicable to all costs up to the service transformer, provided that the Retail Customer is not requesting an oversized transformer(s) or three-phase service when the load does not meet the minimum requirements. The Retail Customer will be responsible for the incremental increase in costs associated with requests for oversized facilities, three-phase service when the load does not meet the minimum requirements, or facilities in excess of what the Company would normally use to provide the service. The costs for the one standard meter, one set of service conductors (residential service conductors may be either overhead or up to 90 feet of underground conductors as measured horizontally along the route of the service), and properly sized transformation are provided for in the applicable base tariff schedule under which delivery service will be provided.

Modifications to, and/or re-routes of existing facilities outside of extending electric delivery service to the Retail Customer making the request, are addressed in Section 6.1.4.2 of this Tariff.

This Schedule is not applicable to interconnections with qualifying facilities (cogenerators or small power producers) or distributed generators. Sections 6.1.4.3 and 6.1.4.4 of this Tariff address facilities extension for service to those Customers.

Retail Customers must satisfy all applicable state and municipal laws and regulations, including Local Gov. Code Sec. 212 or 232 for residential customers and appropriate provisions of the Tariff prior to construction by the Company.

Electric delivery service will be provided utilizing construction facilities and routes that are the most cost efficient for providing delivery service. Delivery service will typically consist of one radial feed, supplying one Point of Delivery at one standard service voltage applicable for the Rate Schedule under which the Retail Customer will receive electric delivery service.

Electric delivery service to residential and non-residential secondary voltage Retail Customers where permanently installed motor loads do not meet the minimum load requirements for three-phase connection as set out in Section 6.2.3.4 of the Tariff, will be single-phase. A request for

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three-phase service by a residential Retail Customer or a non-residential Retail Customer that does not meet the permanently installed motor load requirements will only be provided with the Company's approval and will require the Retail Customer to share in the cost of the excess facilities according to the terms of this Policy.

Retail Customer requests for excess facilities may require the Retail Customer to pay a one-time, non-refundable, contribution in aid to construction (CIAC) to share in the cost of providing the requested service. Excess facilities shall include, but are not limited to, the use of construction methods or facilities that have a higher cost than the methods or facilities the Company would normally provide, delivery service requiring a longer route than necessary, oversized facilities, redundant facilities, three-phase service for loads that do not meet the minimum requirements, any non-standard voltage(s), or conversion from overhead to underground electric delivery service. If a Retail Customer requests electrical delivery service for two (2) or more voltage classes, each voltage class delivery service will be considered as a separate Retail Customer request for the purpose of application of this Schedule. Any Retail Customer requests for electric delivery service that is anticipated to be temporary as described in this Policy will be provided only with the Company's approval and the Retail Customer may be required to share in the cost of constructing and removing the facilities extension required to satisfy the Retail Customer's request.

DISTRIBUTION FACILITIES EXTENSIONS

Prior to the start of construction of any facilities to provide an underground electric delivery service, the Applicant shall:

- Agree to all provisions for an underground electric connection prior to the start of any construction by the Company.
- Provide legal description of property, stake all easements and appropriate control points prior to the initiation of any work by the Company.
- Locate and clearly mark all other underground facilities currently existing on the Retail Customer's property.
- Make all arrangements deemed necessary or appropriate by the Company for payment of the Retail Customer's portion of costs
- Execute all contracts, deeds, easements, and other legal documents that the Company deems necessary or appropriate.

CUSTOMER ASSUMES THE RISK OF AND SHALL INDEMNIFY COMPANY AGAINST DAMAGES FOR INJURIES OR DEATH TO PERSONS OR LOSS TO CUSTOMER'S

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PROPERTY, OR TO THE PROPERTY OF COMPANY, WHEN OCCASIONED BY ACTIVITIES OF CUSTOMER OR THIRD PARTIES ON CUSTOMER'S PREMISES, RESULTING FROM THE INSTALLATION, EXISTENCE, REPLACEMENT OR REPAIR OF COMPANY'S UNDERGROUND FACILITIES AS FURTHER PROVIDED IN THE TERMS OF "LIMITATION OF LIABILITY AND INDEMNIFICATION," SECTIONS 4.2 AND 5.2 OF THIS TARIFF. NOTWITHSTANDING ANY OF THE ABOVE, THE PROVISIONS REQUIRING A CUSTOMER TO INDEMNIFY, FULLY PROTECT, OR SAVE COMPANY HARMLESS APPLY TO A STATE AGENCY, AS THAT TERM IS DEFINED IN CHAPTER 2251 OF THE TEXAS GOVERNMENT CODE, ONLY TO THE EXTENT OTHERWISE AUTHORIZED BY LAW.

Overhead Facilities Extensions. Overhead facilities extensions for permanent service that do not exceed the requirements that the Company would normally provide to extend service and do not exceed the allowances stated herein, will be provided to Retail Customers within the Company's certificated area without requiring the Retail Customer to pay a CIAC to share in the cost. Any request requiring expenditures on the part of the Company in excess of the stated allowances or that require the Company to install facilities in excess of what the Company would normally install to provide service may require the Retail Customer to pay a CIAC.

Underground Facilities Extensions. Underground facilities extensions for permanent service that do not exceed the requirements that the Company would normally provide to extend service, and do not exceed the allowances stated herein, will be provided to Retail Customers within the Company's certificated area without requiring the Retail Customer to pay a CIAC. Any requests requiring expenditures on the part of the Company in excess of the stated allowances or that require the Company to install facilities in excess of what the Company would normally install to provide service may require the Retail Customer to pay a CIAC.

Area Development Facilities Extensions. Service facilities may also be extended at Company expense provided the facilities are required for increased reliability, service continuity, or development of the Company's distribution system. In conjunction with the installation of such facilities, the Company may extend service from these facilities to Retail Customers in accordance with the appropriate line extension plan.

FACILITIES EXTENSION ALLOWANCES AND FACTORS

The Company will consider the Standard Allowances, Facilities Extension Factors, and estimated costs to determine whether the Company's investment might produce a reasonable return for the investment in the facilities extension involved. If, in the Company's opinion, there are sufficient facts to indicate that the potential economic outlook for the proposed facilities warrants, those facts may support an allowance in addition to the standard allowance.

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Facilities Extension Standard Allowances. End-use Retail Customers will be given credit toward the reasonable facilities construction cost based on the applicable Standard Allowance stated below. Facilities construction costs include labor, transportation, and standard materials, equipment, and appropriate overheads. In addition to construction, other costs incurred by the Company in providing an electric connection to a Retail Customer may also be billed to the Retail Customer. These include, but are not limited to, clearing of easements or rights-of-way, permit costs (railroad, Corps of Engineers, highway, etc.) and use of specialized equipment such as cranes, barges, etc. The calculation of construction costs incurred in the extension of electrical facilities will be applied in a uniform manner throughout the Company's certificated service territory.

| | |
|--|----------|
| Standard Allowance for a residential connection: | \$1,718 |
| Standard Allowance for a general service ≤ 10kW connection: | \$789 |
| Standard Allowance for general service > 10kW connection: | \$337/kW |
| Standard Allowance for a primary voltage connection: | \$215/kW |

If in the Company's opinion, the estimated loads or lots served may not be realized, the Standard Allowance will be adjusted accordingly.

Allowance For Subdivisions With Front of Lot Delivery Service. To qualify for the Front of Lot Delivery Service Allowance, the electric delivery service must enter the front of the lot, the subdivision must contain more than 20 lots and the lot sizes must be smaller than one-half acre. Subdivisions located within cities that have ordinances requiring electric delivery service from the rear of the lots, or have restrictions/requirements that otherwise prevent electric service from being provided from the front of the lot, will not qualify for the allowance.

The Company will continue to use its current uniformly-applied policy to determine the appropriate level of allowances to be extended to the developer of the qualified subdivision. For each qualified subdivision, the Company will add \$250 to each applicable Standard Allowance for a residential connection to be credited toward the cost of the electric infrastructure to be installed in the subdivision.

Facilities Extension Factors. Facilities Extension Factors considered by the Company in determining the Retail Customer's share in the cost of the extension include the following:

1. A comparison of the total estimated cost of the extension, excluding the standard allowances, to the estimated annual revenue for the type of service requested.
2. In the case of electrical facilities upgrades, only the cost of the added facilities that are required due to the Retail Customer's request are included in determining the cost to meet the Retail Customer's request. Those portions of the upgrade that will

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benefit the system but are not needed to meet the Retail Customer's request will not be included. When the Retail Customer's request requires the Company to make a system upgrade in a dually certificated area, the Retail Customer will be required to commit in writing that he will reimburse the Retail Company for the undepreciated value of the upgrade in the event the Retail Customer elects to switch his electric connection provider to another utility.

3. If the expected revenue life of a facilities extension is not at least sixty (60) months, the facility will be deemed to be temporary service.
4. The possibility of serving additional Retail Customers from the proposed facilities within two (2) years.

SHARING OF CONSTRUCTION COSTS BETWEEN THE COMPANY AND THE RETAIL CUSTOMER

Construction cost issues, including sharing of construction costs between the Company and the Retail Customer, or sharing of costs among the Retail Customer and other Applicants, will be explained to the Retail Customer after assessment of necessary work to extend the facilities.

For permanent installations, and after consideration of all these factors and application of all appropriate allowances, any expenditure deemed to be excessive will require the Retail Customer to share in the cost of the extension through a CIAC to be paid prior to construction. CIACs are taxable and shall include an Income Tax Component of Contribution (ITCC) at the current applicable rates. This ITCC rate will be revised and published annually, and it is available on request. The amount of the CIAC will be the total cost of the facilities extension less all applicable allowances plus the impact for taxes.

A Retail Customer requesting an installation which in the opinion of the Company may be of questionable permanence but not specifically temporary (such as, but not limited to, hunting or fishing camps) will pay a CIAC prior to construction. The CIAC for installations that the Company deems to be of questionable permanence will equal the total cost of the facilities extension. Should the Retail Customer default on the payment agreement, the full remaining balance of the CIAC will become due and will be billed to the Retail Customer immediately.

The CIAC is non-refundable and will be based on estimated costs and warranted allowances as stated above. Upon Customer request the Company will compare the estimated costs to the actual costs upon completion of the job. Any difference exceeding Ten Percent (10%) between estimated costs and actual costs will be refunded or billed as the case may be.

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TEMPORARY SERVICE FACILITIES

All requests for electric delivery service which, in the opinion of the Company, will be utilized for less than 60 months will be considered to be temporary service unless they will continue to be utilized by a different Applicant. For temporary service facilities the Customer will be charged a CIAC for the total estimated construction and removal costs, less salvage and depreciation, if any, without allowances.

TRANSMISSION LINE EXTENSIONS (69KV AND ABOVE)

For retail loads that warrant transmission voltage service, as mutually determined by the Company and the Retail Customer, the Company will provide transmission voltage to one point of delivery via radial line, with one meter, at one of the Company's standard voltages. The Company will evaluate each new transmission service customer's request for connection to the transmission system to determine if a CIAC will be required. Additionally, unless the customer's CIAC is intended to fully fund the cost of interconnection, the Company may require additional contractual agreements and other means of security to ensure the costs for planning, licensing and constructing non-customer owned facilities are recoverable in the event the transmission service customer is unable to take transmission service.

If the Company is reimbursed more than \$10,000,000 (including all applicable tax gross-up) by a Customer with respect to a transmission interconnect project, and more transmission customers are served by any or all of the facilities constructed pursuant to that reimbursement within a five-year period following the date in which any equipment is energized by the Company, then the initial Customer that reimbursed the Company shall be entitled to receive a prorated refund of the reimbursement for common facilities when the additional transmission customers execute an agreement for electric service within the five-year period described above. After payment is received from the additional transmission customer(s), a refund of reimbursement for common facilities to the initial Customer will be made on a pro-rata share of the amount initially paid by the initial Customer.

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6.1.4.2.2 RETAIL ELECTRIC SERVICE SWITCHOVERS

A request to switch service of a consuming facility to another utility that has the right to serve the facility shall be handled pursuant to Public Utility Commission of Texas Rule §25.27, a copy of which will be provided upon request.

| | |
|----------------------------|---------------|
| Base Charge: | \$563.00 |
| Base Charge Adder: | \$130.00 |
| Facilities Recovery Charge | As Calculated |

6.1.4.2.3 FACILITIES REMOVAL/RELOCATION/ MODIFICATION FEE

Please refer to the table for a full description of this fee.

6.1.4.2.4 SPECIAL PRODUCTS/SERVICES FEE

Please refer to the table for a full description of this fee.

6.1.4.2.5 EMERGENCY MAINTENANCE SERVICE FEE

AVAILABILITY

This service is available for emergency repair and/or maintenance services to electric facilities owned by the Retail Customer. The Company can only provide this service in the event of an emergency as defined in 16 TAC § 25.343(g), which states:

...an "emergency situation" means a situation in which there is a significant risk of harm to the health or safety of a person or damage to the environment. In determining whether to provide the competitive energy service in an emergency situation, the utility shall consider the following criteria:

- (A) whether the customer's facilities are impaired or are in jeopardy of failing, and the nature of the health, safety, or environmental hazard that might result from the impairment or failure of the facilities; and*
- (B) whether the customer has been unable to procure, or is unable to procure within a reasonable time, the necessary transformation and protection equipment or the necessary transmission or substation repair services from a source other than the electric utility.*
- (C) whether provision of the emergency service to the customer would interfere with the electric utility's ability to meet its system needs.*

APPLICABILITY

Prior to providing services under this tariff schedule, the entity requesting the service must deliver (delivery may be accomplished via facsimile) to the Company a letter stating the nature of the emergency based on the criteria in (A) and (B) in Availability above. In addition, the letter must clearly acknowledge that the requested maintenance and/or repair service is a competitive energy service and that the utility is not permitted to provide the service unless it is an emergency situation. The Company will make a determination as to its willingness to provide the service based on the information provided in the letter and the Company's assessment as to (C) in Availability above.

CHARGES FOR EMERGENCY SERVICES

Charges for providing services under this tariff schedule will be based on the fully unbundled embedded costs of the Company. The charges for labor will be the Company's fully loaded overtime labor rate per hour for all employees involved in providing the emergency service. All materials required to be provided by the Company will be charged at the most current invoice price plus all applicable overheads. Should the Company be required to lease or contract for special equipment to perform the services under this tariff schedule, the costs of those leases or contracts

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will be billed at invoice price plus applicable overheads, if any.

TERMS OF PAYMENT

The Company will bill the requesting entity for emergency service provided under this schedule. All charges invoiced by the Company will be due and payable to the Company within 16 days of the Company rendering the invoice.

TERMS AND CONDITIONS

The requester understands that the Company has no obligation to provide services under this tariff schedule and that the Company has the right to deny the provision of service under this tariff schedule. The requester also understands that it is the requester's responsibility to provide the Company with a written statement describing the emergency situation, pursuant to the definition contained in (A) and (B) under Availability above, and indicating its awareness that the service provided by the Company is a competitive energy service. The requester also understands that such written communication must be delivered to the Company prior to the work being performed.

It is the Retail Customer's obligation to dispose of any customer-owned facilities removed by the Company in performing services under this schedule.

This schedule is subject to the provisions of the Company's Service Rules and Regulations, Chapters 3-6.

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6.1.4.2.6 CUSTOMIZED MAINTENANCE SERVICE FEE

AVAILABILITY

This service is available under a Maintenance Service Agreement negotiated between the Company and the Retail Customer to give the Company the exclusive right to perform routine control, operation, maintenance, and replacement of facilities installed specifically to provide delivery service to the Retail Customer that are considered an integral part of the Company's delivery system. The electric facilities to be maintained under this schedule must be standard to Company's system or of the type and character normally maintained by Company.

APPLICABILITY

The services performed under this schedule are restricted to the control, operation, and maintenance of facilities that are considered an integral part of the Company's delivery system. The frequency of, and the specific performance requirements to be provided as a service under this schedule will be based on a written agreement between the Company and the Retail Customer.

MAINTENANCE CHARGES

The charges for services provided under this tariff schedule will be based on the actual work performed as specified in the Maintenance Service Agreement. Charges for providing services under this tariff schedule will be based on the fully unbundled embedded costs of the Company. The charges for labor will be the Company's fully loaded labor rate per hour for all employees directly involved in completing the maintenance work requested, including supervision, engineering, and preparation and/or presentation of reports. All materials required to be provided by the Company will be charged at the most current invoice price plus all applicable overheads. Should the Company be required to lease or contract for special equipment to perform the services under this tariff schedule, the costs of those leases or contracts will be billed to the Retail Customer at invoice price plus applicable overheads, if any.

TERMS OF PAYMENT

All charges under this schedule, including acquiring and installing any replacement equipment purchased by Company, will be billed directly to the Retail Customer and will be due and payable to the Company within 16 days of the Company rendering the invoice to the Retail Customer.

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TERMS AND CONDITIONS

The Retail Customer grants to the Company the exclusive right to control, operate, maintain, and replace the facilities that are considered to constitute an integral part of the Company's delivery system.

Should any of the equipment being maintained under this tariff schedule require replacement, Retail Customer will pay Company the cost of removing original equipment and acquiring and installing the replacement equipment purchased by Company. The Retail Customer may elect to purchase the replacement equipment; however, the replacement equipment purchased by the Retail Customer must meet the specifications determined by the Company.

It is the Retail Customer's obligation to dispose of any facilities covered under this schedule that are removed by the Company.

This schedule is subject to the provisions of the Company's Service Rules and Regulations, Chapters 3-6.

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6.1.4.3 COMPANY-SPECIFIC DISCRETIONARY SERVICE CHARGES OTHER THAN CONSTRUCTION SERVICE CHARGES

APPLICATION

The following table contains the Discretionary Charges other than Construction Service Charges. Complete detail, if not provided in the table below, is contained in the subsection referenced in the column entitled "Charge No."

The charges listed below are in addition to any other charges made under Company's Tariff for Retail Delivery Service, and will be applied for the appropriate detailed description of each service. All references to "normal business hours" shall mean a Business Day between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except for holidays. The term "priority" as used in this schedule of charges shall mean that the Retail Customer or the REP specifically indicated that the requested work be performed on a priority basis. All requests for services that do not contain a specific indication by the Retail Customer or REP that the work be performed on a priority basis shall be considered as "routine" requests and should be completed within two business days. "Priority" and "routine" fees will be charged in accordance with these definitions.

| Charge No. | Name and Description | Amount |
|------------|---|----------------|
| 6.1.4.3.1 | Returned Instrument Fee is charged to the party making the payment for each check (or other form of payment) returned unpaid by a financial institution to the Company. | \$44.00 |
| 6.1.4.3.2 | <p>Special Products/Services Fee is charged to the REP when products and/or services requested are appropriate for an electric utility to provide and are not prohibited by the PUCT. The full spectrum of such potential products and/or services either may not be anticipated at this time or may not occur regularly enough to warrant a specific fee.</p> <p>For each of these qualifying products and/or services provided by the Company, the fee will be charged based on the estimated cost (current cost at the time the product/service is provided) to provide the requested product and/or service.</p> | Estimated cost |

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| Charge No. | Name and Description | Amount |
|------------|---|---------------------------------------|
| 6.1.4.3.3 | Facilities Monthly Maintenance Service Fee is charged for routine operation, maintenance, and replacement of facilities owned by the Retail Customer that are an integral part of the Company's delivery system. | Installed cost x .65% |
| 6.1.4.3.4 | Distribution Voltage Facilities Rental Service Fee is charged for distribution voltage facilities that are being leased from Company under a facilities rental agreement on September 1, 2000. | Installed cost x 1.45% |
| 6.1.4.3.5 | System Integral Facilities Rental Service Fee is charged for the rental of facilities that are installed on the utility's side of the Point of Delivery but are dedicated solely to providing service to the Retail Customer. | Installed cost x 1.45% |
| 6.1.4.3.6 | <p>Pulse Metering Equipment Installation Fee</p> <p>A. <u>Request for K-Y-Z Outputs Only for a Typical Installation:</u> Fixed Price if existing billing Meter is a standard Meter</p> <p>B. <u>Request for Non-Typical Installations of Solid-State Advanced Metering:</u> Not specifically covered above or covered in any other discretionary fee</p> | <p>\$325.00</p> <p>Estimated cost</p> |

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| Charge No. | Name and Description | Amount |
|------------|--|---------------|
| 6.1.4.3.7 | <p>Competitive Meter Removal/Install Fee is charged to the REP for removal and installation of meters of Retail Customers who are participating in competitive metering. This fee covers:</p> <ul style="list-style-type: none"> (1) The cost of removing the Company owned meter and replacing it with a competitively owned meter; (2) The cost of replacing a functioning or non-functioning competitively owned meter with a functioning Company meter. (3) The cost of reinstalling a functioning competitively owned meter; or (4) The cost of replacing a competitively owned meter with another competitively owned meter. <p>All work performed during business hours.</p> <p>These fees are based on standard work. Any construction necessary to complete the job will be charged at current cost and will be in addition to the listed fees.</p> <ul style="list-style-type: none"> A. Self-Contained Meter B. CT Meter | As Calculated |
| 6.1.4.3.8 | <p>Competitive Meter Physical Access Equipment Installation Fee is charged for the installation of an external termination junction box which utilizes the RJ family of connectors to provide physical access to the modem, network, serial and/or digital pulse data interfaces on a competitive meter. This fee is charged in addition to the Competitive Meter Removal/Install Fee. Customer must provide telecommunication line and isolation relay, if required.</p> <p>These fees are based on standard work. Any construction necessary to complete the job will be charged at current cost and will be in addition to the listed fee.</p> <ul style="list-style-type: none"> A. Performed during initial meter installation B. Performed after initial meter installation | As calculated |

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| | | |
|------------|--|----------------------------|
| 6.1.4.3.9 | <p>Competitive Meter Non-Standard Programming Fee is charged to the REP for providing any requested non-standard programming to competitively owned meter. The non-standard programming can be performed in the field on an already installed competitively owned meter or prior to installation of the competitively owned meter. This fee is charged in addition to the Competitive Meter Removal/Install Fee. This service will be performed during business hours.</p> <p>These fees are based on standard work. Any construction necessary to complete the job will be charged at current cost and will be in addition to the listed fee.</p> <p>A. Non-Standard Programming Prior to Installation B. Non-Standard Field Programming on Previously Installed Meter</p> | As Calculated |
| 6.1.4.3.10 | <p>Meter Communications Diagnostic Fee is charged to the REP when the Company must test and validate 3rd party communications equipment associated with a competitively owned meter or the TDU owned meter.</p> <p>This fee is based on standard work. Any construction necessary to complete the job will be charged at current cost and will be in addition to the listed fee.</p> <p>During Normal Business Hours</p> | As Calculated |
| 6.1.4.3.11 | <p>Unexecutable Order Fee is charged to the REP to recover the costs of preparing and dispatching an order to send an employee (any dispatched employee) when the work cannot be performed due to lack of access or other cause not the fault of the Company.</p> <p><u>Un-executable Order</u></p> <p>i. Routine Order ii. Priority Order</p> | <p>\$25.00 \$33.00</p> |
| 6.1.4.3.12 | <p>Distributed Generation Meter Installation Fee is charged when Non-Standard Metering equipment is requested for distributed generation.</p> | As Calculated |
| 6.1.4.3.13 | <p>Damage to Company Facilities Fee. Pursuant to Section 5.4.6, RETAIL CUSTOMER'S DUTY REGARDING COMPANY'S FACILITIES ON RETAIL CUSTOMER'S PREMISES, charges for loss of, or damage to, Company Delivery System facilities on Retail Customer's Premises caused by or arising out of Retail Customer's failure to exercise reasonable care not to damage such facilities, including labor, material, equipment, legal services and associated costs including cost burdens, such as, overhead, warehousing, administration, etc.</p> | As Calculated |

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6.1.4.3.1 RETURNED INSTRUMENT FEE

Please refer to the table for a full description of this fee.

6.1.4.3.2 SPECIAL PRODUCTS/SERVICES FEE

Please refer to the table for a full description of this fee.

6.1.4.3.3 FACILITIES MONTHLY MAINTENANCE SERVICE FEE

AVAILABILITY

This service is available under Company's Facilities Monthly Maintenance Service Agreement (see 6.3.4.2) with Retail Customer to control, operate, maintain, install, and replace facilities installed specifically to provide delivery service to the Retail Customer that are considered an integral part of the Company's delivery system. The electric facilities to be maintained under this schedule must be standard to Company's system or of the type and character normally maintained by Company.

APPLICABILITY

The services performed under this schedule are restricted to operation and maintenance of facilities that are considered an integral part of the Company's delivery system. Services under this schedule are not available for monthly maintenance in excess of routine maintenance.

MAINTENANCE CHARGES

The monthly maintenance charges will be derived by the total calculated installed cost of the electric facilities to be operated and maintained by Company (determined at the time the Facilities Maintenance Service Agreement is signed) multiplied by sixty-five one-hundredths of one percent (0.65%).

TERMS OF PAYMENT

Monthly charges under this schedule will be billed through the Retail Customer's REP.

- a) Retail Customers who do not take electric connection service from the Company for twelve (12) consecutive months shall be deemed Seasonal Retail Customers and shall pay maintenance charges on an annual basis and the entire annual maintenance charge will be due and payable with the first service bill rendered upon the initiation of service by the Retail Customer.
- b) Retail Customers who take electric connection service for twelve (12) consecutive months shall pay maintenance charges on a monthly basis and the monthly maintenance charge will be due and payable with the Retail Customer's monthly bill for Electric Service to the REP.

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TERMS AND CONDITIONS

The Customer grants to the Company the exclusive right to control, operate, maintain, install, and replace the facilities maintained under this schedule.

The monthly charges under this schedule are intended to cover routine operating and maintenance costs only. Should any of the facilities being maintained under this schedule become damaged and/or require replacement during the term of the Facilities Monthly Maintenance Service Agreement, the monthly maintenance charges will be re-computed based on the installed cost of the replacement equipment.

Should any of the equipment covered under this schedule require replacement, Retail Customer will pay Company the cost of removing original equipment and acquiring and installing the replacement equipment purchased by Company. Company will invoice the Retail Customer for the costs and such payment will be made within 16 days of the rendering of invoice.

It is the Retail Customer's obligation to dispose of any customer-owned facilities covered under this schedule that are removed by the Company. The Retail Customer may elect to purchase the replacement equipment; however, the replacement equipment purchased by the Retail Customer must meet the specifications determined by the Company.

This schedule is subject to the provisions of the Company's Service Rules and Regulations, Chapters 3-6.

6.1.4.3.4 DISTRIBUTION VOLTAGE

FACILITIES RENTAL SERVICE

AVAILABILITY

This service is available under Company's Facilities Rental Service Agreement (see 6.3.4.1), only to Retail Customers taking distribution voltage service at a Point of Delivery where distribution voltage facilities were being leased from Company under a facilities rental agreement on September 1, 2000. Retail Customers qualifying for service under this schedule shall be provided rental service in accordance with the following requirements in accordance with 16 TAC § 25.343(f)(4):

1. The customer will retain the options of purchasing the rented facilities, renting additional facilities at that same Point of Delivery, or terminating the Facilities Rental Service Agreement.
2. Once all of the facilities formerly leased by the Company to the customer have been removed from the customer's side of the Point of Delivery or have been acquired by the customer, the Company may no longer offer facilities rental service at that Point of Delivery.

APPLICABILITY

Distribution Voltage Facilities Rental Service is applicable to Company owned distribution voltage facilities located on the Retail Customer's side of the Point of Delivery. This service applies to Company owned facilities that are in excess of the Standard Facilities and Services that the Company would normally provide under the applicable tariff schedule(s). The facilities rented pursuant to this tariff schedule are facilities that should be provided by the Retail Customer, and the Retail Customer has elected to provide for these facilities through a rental arrangement with the Company.

This service may continue only until the earlier of February 27, 2023, or the date the Commission grants a petition by an affected person to discontinue facilities rental service provided by an electric utility, unless extended by Commission rule or order and until Company provides the Retail Customer proper notice that such service is being cancelled.

RENTAL CHARGES

The monthly rental charge for distribution voltage facilities owned, operated and maintained by Company, will be derived by the total calculated installed cost of the facilities to be rented (less any applicable contribution), (determined at the time of the signing of the Facilities Rental Agreement contract) multiplied by 1.45%. The Retail Customer is responsible for the rental charge beginning with the effective date of initiating service or the date installation of the facilities was

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completed if the facilities were installed after the execution of the Facilities Rental Agreement, whichever occurs later.

Monthly Rental Charges = (calculated installed cost less any applicable contribution) x 0.0145)

TERMS OF PAYMENT

- (1) A Retail Customer's request for Company to install facilities to be leased for less than 60 consecutive months shall be considered as a request for non-permanent facilities and the Retail Customer will be required to make a contribution to recover expenses for the installation and removal of the facilities in addition to contracting for the monthly rental. In addition, Retail Customers who do not want to contract for service from Company for at least twelve (12) consecutive months will be deemed Seasonal Retail Customers and shall pay Distribution Voltage Facilities Rental on an annual basis. Seasonal Retail Customers will have their entire annual Distribution Voltage Facilities Rental Service Charge due and payable with the first service bill of the operating season for that Retail Customer.
- (2) All other Retail Customers shall pay Distribution Voltage Facilities Rental Service fees on a monthly basis, and the monthly rental charge will be due and payable with the Retail Customer's monthly bill for Electric Service to the REP.

TERMS AND CONDITIONS

Should Company-owned facilities require replacement during the term of the Facilities Rental Agreement, the total calculated installed cost of the facilities will be recomputed and increased or decreased, as the case may be by:

- (1) The total installed cost of the replacement equipment, including the costs of acquiring the replacement equipment, less
- (2) The installed cost of the original equipment.

Should the Retail Customer request that any of the rented facilities installed, owned, maintained or operated by Company be removed, or upon termination of service at a location without a new Retail Customer willing to continue a contract to rent the distribution voltage facilities, Company will remove such facilities within a reasonable amount of time at the Retail Customer's expense.

This schedule is subject to the provisions of the Company's Service Rules and Regulations, Chapters 3-6.

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**6.1.4.3.5 SYSTEM INTEGRAL FACILITIES
RENTAL SERVICE**

AVAILABILITY

This service is available under Company's Facilities Rental Service Agreement (see 6.3.4.1) when the Company installs, owns, operates, and maintains electric facilities that are considered to be an integral part of the Company's delivery system and are installed on the utility's side of the Point of Delivery, but are dedicated solely to providing electric delivery service to the Retail Customer. Such facilities would include, but are not limited to, system protective equipment, capacitors, and automatic switchgear.

APPLICABILITY

This schedule is applicable to Company owned facilities located on the utility's side of the Point of Delivery. This service applies to Company owned facilities that are in excess of the Standard Facilities and Services that the Company would normally provide under the applicable tariff schedule(s). The facilities rented pursuant to this tariff schedule are facilities that should be provided by the Retail Customer, and the Retail Customer has elected to provide these facilities through a rental arrangement with the Company.

RENTAL CHARGES

The monthly rental charge for system integral facilities, owned, operated and maintained by Company, will be derived by the total calculated installed cost of the facilities to be rented (less any applicable contribution), (determined at the time of the signing of the Facilities Rental Service Agreement contract) multiplied by 1.45%. The Retail Customer is responsible for the rental charge beginning with the effective date of initiating service or the date installation of the facilities was completed if the facilities were installed after the execution of the Facilities Rental Service Agreement.

Monthly Rental Charges = (calculated installed cost less any applicable contribution) x 0.0145)

TERMS OF PAYMENT

- (1) A Retail Customer's request for Company to install facilities to be leased for less than 60 consecutive months shall be considered as a request for non-permanent facilities and the Retail Customer will be required to make a contribution to recover expenses for the installation and removal of the facilities in addition to contracting for the monthly rental. In addition, Retail Customers who do not want to contract for service from Company for at least twelve (12) consecutive months will be deemed Seasonal Retail Customers and shall pay System Integral Facilities Rental

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on an annual basis. Seasonal Retail Customers will have their entire annual System Integral Facilities Rental Charge due and payable with the first service bill rendered upon the initiation of service by the Retail Customer.

- (2) All other Retail Customers shall pay System Integral Facilities Rental Service fees on a monthly basis, and the monthly rental charge will be due and payable with the Retail Customer's monthly bill for Electric Service to the REP.

TERMS AND CONDITIONS

Should Company-owned facilities require replacement during the term of the Facilities Rental Service Agreement, the total calculated installed cost of the facilities will be recomputed and increased or decreased, as the case may be, by:

- (1) The total installed cost of the replacement equipment, including the costs of acquiring the replacement equipment, less
- (2) The installed cost of the original equipment.

Should the Retail Customer request that any of the rented facilities installed, owned, maintained or operated by Company be removed, or upon termination of service at a location without a new Retail Customer willing to continue a contract to rent the system integral facilities, Company will remove such facilities within a reasonable amount of time at the Retail Customer's expense.

This schedule is subject to the provisions of the Company's Service Rules and Regulations, Chapters 3-6.

6.1.4.3.6 PULSE METERING EQUIPMENT INSTALLATION FEE

This fee will be charged to a Retail Customer or the Retail Customer's authorized representative requesting pulse Metering for the Retail Customer. All fees must be paid prior to the service being provided. An AGREEMENT AND TERMS AND CONDITIONS FOR PULSE METERING EQUIPMENT INSTALLATION (PMEI) must be fully executed with the Company prior to the Company granting access to data outputs from its Meter. The Company will provide access to KYZ pulses to those requesting such service as specified in the PMEI Agreement.

An installation that takes more time, labor, metering requirements, or materials than the typical installation will be considered a non-typical installation and the requesting party will be charged a fee for non-typical installations based on the estimated cost incurred by the Company to install the facilities necessary to provide the requested service. The Company will present the Customer with an invoice of the itemized estimated costs and the Customer must pay the invoice in advance of the work being performed.

The Retail Customer will be responsible for providing all electrical work normally associated with a new billing Meter installation as stated in the PMEI. The Company retains the right of priority access to the billing Meter and data from the billing Meter.

A. Request for K-Y-Z Outputs Only for a Typical Installation:

Applicable for providing data utilizing a Meter capable of providing only one channel of data, no isolation relay is required, and the Retail Customer's point of interconnection to the data output circuits is adjacent to the billing Meter enclosure. The Fixed Price includes the Meter.

| | |
|---|----------|
| Fixed Price if existing billing meter is a standard Meter | \$325.00 |
|---|----------|

B. Request for Non-Typical Installations of Solid-State Advanced Metering:

Estimated cost to perform the requested Metering equipment installation, calculated in accordance with the Company's approved tariff as it pertains to the activities and materials required for each specific work request at then-current costs

As Calculated

**6.1.4.3.7 COMPETITIVE METER REMOVAL /
INSTALL SERVICE FEE**

Please refer to the table for a full description of this fee.

**6.1.4.3.8 COMPETITIVE METER PHYSICAL
ACCESS EQUIPMENT INSTALLATION
SERVICE FEE**

Please refer to the table for a full description of this fee.

**6.1.4.3.9 COMPETITIVE METER NON-
STANDARD PROGRAMMING FEE**

Please refer to the table for a full description of this fee.

**6.1.4.3.10 METER COMMUNICATIONS
DIAGNOSTIC FEE**

Please refer to the table for a full description of this fee.

6.1.4.3.11 UNEXECUTABLE ORDER FEE

Please refer to the table for a full description of this fee.

**6.1.4.3.12 DISTRIBUTED GENERATION METER
INSTALLATION FEE**

Please refer to the table for a full description of this fee.

**6.1.4.3.13 DAMAGE TO COMPANY FACILITIES
FEE**

Please refer to the table for a full description of this fee.

6.1.4.4 DISTRIBUTED GENERATION CHARGES

INTERCONNECTION AND PARALLEL OPERATION OF DISTRIBUTED GENERATION

Company shall interconnect distributed generation pursuant to Public Utility Commission of 16 TAC § 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.

| | 0-10 kW | 10+ to 500 kW | 500+ to 2000 kW | 2000+ kW |
|--------------------------------------|----------------|----------------------|------------------------|-----------------|
| Non Exporting | | | | |
| 1. Pre-certified, not on network | \$0 | \$375 | \$3,450 | \$3,450 |
| 2. Not pre-certified, not on network | \$140 | \$675 | \$3,450 | \$3,450 |
| 3. Pre-certified, on network | \$240 | \$700 | \$6,860 | \$6,860 |
| 4. Not pre-certified, on network | \$440 | \$1,000 | \$6,860 | \$6,860 |
| Exporting | | | | |
| 1. Pre-certified, not on network | \$0 | \$475 | \$4,260 | \$4,260 |
| 2. Not pre-certified, not on network | \$240 | \$875 | \$4,260 | \$4,260 |
| 3. Pre-certified, on network | \$440 | \$1,000 | \$7,800 | \$7,800 |
| 4. Not pre-certified, on network | \$840 | \$1,850 | \$7,800 | \$7,800 |

6.2 COMPANY-SPECIFIC TERMS AND CONDITIONS

6.2.1 DEFINITIONS

See Chapter 1.

6.2.2 STANDARD VOLTAGES

Standard voltage designations are as follows:

| Secondary | Primary | Transmission |
|---------------------------------|---------------------------------|-------------------------|
| 120/240 Single Phase | | |
| 120/208 (4 wire wye) | | |
| 120/240 (4 wire delta) | | |
| 240 (3 wire 3 phase delta) | | |
| 240/480 Single Phase | | |
| 277/480 (4 wire wye) | | |
| 480 Single-Phase * | | |
| 480 (3 phase delta) | | |
| 480/832 (4 wire wye)* | 480/832 (4 wire wye)* | |
| 2400 (single or 3 phase delta)* | 2400 (single or 3 phase delta)* | |
| 2400/4160 (4 wire wye)* | 2400/4160 (4 wire wye)* | |
| | 7200 (single phase)* | |
| | 7200/12470 (4 wire wye)* | |
| | 12470 (3 phase delta)* | |
| | 14400/24940 (4 wire wye)* | |
| | | 69000 (3 phase delta)* |
| | | 138000 (3 phase delta)* |
| | | 345000(3 phase delta)* |

*Requires approval from Company

The standard voltage designations listed in the table above are nominal design voltages and the actual normal delivery voltages, so far as practicable, will be maintained within 5% of nominal, at the Point of Delivery. The 5% of nominal voltage value is measurable after transient conditions have settled. Fluctuations greater than 5% may occur during transient conditions (see Sections 5.2.5, 5.3, and 6.2.3.4 of the Tariff).

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Secondary voltage is any one of the Company's standard service voltages at which Retail Customer takes Delivery of Electric Power and Energy after two or more Company transformations (other than by use of autotransformers) from a transmission voltage.

Primary voltage is any one of the Company's standard service voltages at which Retail Customer takes Delivery of Electric Power and Energy after one Company transformation (other than by use of autotransformers) from a transmission voltage.

Transmission voltage is any one of the Company's standard voltages in excess of 60,000 volts at which Retail Customer takes Delivery of Electric Power and Energy.

To maintain system balance and reduce losses, single-phase primary or secondary voltage service will be limited to 167 kVA unless otherwise agreed upon by Company. Delivery Service in excess of 167 kVA will require a three-phase connection.

Three-phase secondary voltage delivery service will be limited to 2500 kVA unless otherwise agreed upon by Company. Three-phase delivery service in excess of 2500 kVA will require a three-phase primary voltage or transmission voltage connection.

6.2.3 ADDITIONAL COMPANY-SPECIFIC TERMS AND CONDITIONS

6.2.3.1 RIGHTS-OF-WAY AND EASEMENTS

Upon acceptance of electric connection from the Company, the Retail Customer will provide, free of cost to the Company, all easements, rights-of-way, licenses and other rights on and over the Retail Customer's premises for purposes reasonably related to the Company's business, including, without limitation, the extension and furnishing of the electric delivery service to any Retail Customer, and services related to the electric delivery service such as Demand signals. Such easements, rights-of-way and permits shall be permanent, unless otherwise agreed to by the Company. If requested to do so, the Retail Customer shall execute all documents as the Company deems necessary or desirable to evidence any such easement, right-of-way or permit.

When the premises of a Retail Customer is so located that electric connection can be accomplished only by extending facilities over the property of another, the Retail Customer will aid and assist the Company in acquiring all other necessary easements, rights-of-way and permits on, over or under property owned by others along the route from the Company's lines to the Point of Connection for purposes reasonably related to the Company's business, including, without limitation, the installation, maintenance and operation of lines and equipment as may be necessary for providing electric delivery service to the Retail Customer. Charges specifically related to obtaining the necessary easements, rights-of-way or permits will be borne by the Retail Customer, Retail Customer's Agent or third party.

If the Company is unable to obtain the necessary easements, rights-of-way or permits within the time specified for providing electric connection to the Retail Customer in Section 5.7.3 of the Tariff, the time for providing electric delivery service to the Retail Customer shall be increased to accommodate any action the Company deems necessary or desirable for acquiring the necessary easements, rights-of-way and permits.

6.2.3.2 ESTIMATED DEMAND

Actual meter readings from the Retail Customer's Demand Meter will be used for determining Billing Demand when available. However, in the event that the Company is unable to obtain a valid meter reading from the Retail Customer's Demand Meter due to denial of access, meter failure, weather, tampering, or other event out of the Company's control that prevents it from obtaining an accurate reading, the Company will bill the Retail Customer using an estimated Billing Demand. The Retail Customer's Billing Demand will be estimated based on historical data for the account or using some other industry recognized methodology, unless the Retail Customer can provide credible documentation substantiating the appropriateness of a different value.

For Retail Customers without a billing history, if a ratchet is applied it will be estimated by the Company or based on the most recent historical 12 months usage for the location unless a Retail Customer can provide documentation substantiating the appropriateness of a different value.

6.2.3.3 METER INSTALLATION AND METER TESTING POLICY

6.2.3.3.1 AVAILABILITY OF ELECTRICAL DELIVERY SERVICE

All Meters shall be installed in accordance with the latest edition of the American National Standards Institute, Inc. (ANSI), Standard C12 (American National Code for Electricity Metering), and all laws and ordinances which may be in force within the cities, towns or communities in which the Company furnishes electric delivery service to the Retail Customer. Electric delivery service to the Retail Customer will normally be metered at the service voltage. Under certain Rate Schedules and at the Company's option, electric delivery service may be metered at other than the service voltage. When the Meter voltage is different than the connection voltage, billing units will be adjusted using the appropriate adjustment factor (See Section 6.2.3.3.3).

To aid rural fire departments, all electric delivery service connections to Retail Customers located outside of the city limits of an incorporated city shall provide for an external service disconnect device satisfactory to the Company.

The size and type of connection to the Retail Customer metering facilities required varies in accordance with the different electrical requirements of Residential Service, Secondary Voltage General Service $\leq 10\text{kW}$, Secondary Voltage General Service $>10\text{kW}$, Primary Voltage Service, and Transmission Voltage Service uses. For detailed information on the Company's requirements, the Retail Customer, contractor, builder or REP should contact the Company.

6.2.3.3.2 LOCATION AND INSTALLATION OF METERS

The Retail Customer will provide a suitable location on his premises to be mutually agreed upon between the Company and the Retail Customer for the installation of the Meter and other equipment necessary for the Company to provide the connection to the Retail Customer. The Retail Customer must keep the agreed upon location readily accessible to Company personnel (including contractors and agents of the Company) during all reasonable hours, specifically between the hours of 8:00 a.m. and 5:00 p.m. on all normal work days. "Readily accessible" as used herein shall mean that the Retail Customer will maintain all required safety clearances, and that the Company personnel shall be able to have physical access to the Meter and Meter enclosure without obstruction, the requirement of making special arrangements or appointments, or the threat of potential bodily injury.

The service entrance will be so arranged that the Company can measure the Retail Customer's entire connected load with one Meter, unless otherwise agreed to by the Company and specified in the applicable Rate Schedule.

As default supplier, the Company will furnish and maintain a standard Meter or Metering Equipment to measure the amount of Demand and/or Energy delivered to Retail Customers in each of the following classes: Residential Service, Secondary Voltage General Service ≤ 10 kW, Secondary Voltage General Service > 10 kW, Primary Voltage Service, and Transmission Voltage Service. The standard Meter for a Residential and Secondary Voltage General Service ≤ 10 kW Retail Customer is a kWh Meter. The standard Meter for a Secondary Voltage General Service > 10 kW, Primary Voltage Service or Transmission Voltage Service Retail Customer is a self-contained or transformer-rated kWh Meter with a Demand register. When ERCOT Protocols require specific metering for certain size Retail Customers taking Secondary Voltage General Service > 10 kW, Primary Voltage Service, or Transmission Voltage Service, the Company will furnish and maintain such metering.

Non-residential Retail Customers may choose a competitive Meter supplier pursuant to Applicable Legal Authorities. All competitive Meters must meet the minimum requirements necessary to perform the intended function and the Company Meter requirements for each rate class as described above. Please see the Agreement for Meter

Ownership and/or Access in Section 6.3.4.4 for more information on competitively owned Meters.

The Company will make every reasonable attempt to accommodate Retail Customer requests or requirements for a Meter or Metering Equipment other than the minimum standard; however, the Retail Customer will be responsible for paying a fee for any additional cost to the Company for providing a non-standard Meter.

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The fees for non-standard installations of Company supplied Meters are listed in Section 6.1.3 of the Tariff. Where a Retail Customer Meter request is not covered in that Schedule, the Retail Customer or Retail Customer's agent will be required to pay, prior to installation, a non-refundable Contribution-in-Aid-of-Construction based on the difference in installed cost of the requested Meter or Metering Equipment and the standard for his rate class and voltage prior to installation.

All Meters furnished by the Company shall remain the property of the Company. The Retail Customer or REP will be responsible for installation and maintenance of the electric connection entrance enclosure and/or Meter socket, including reinstallation thereof if necessary plus any additional Metering Equipment.

Retail Customers served by an overhead Distribution System will provide an acceptable Point of Connection adequate to properly support the Company's connecting conductors and of an appropriate height above ground for the Company to maintain ground clearance for its connection conductors in accordance with local Codes and the National Electrical Safety Code requirements. Retail Customers will provide the Meter loop wiring. The length of the wiring must be sufficient to allow the proper installation of the Meter and connection at the Point of Connection. The size, or gauge, of the wires shall be determined by the expected load on the equipment but in any event not less than required by the National Electrical Code.

The Company's seal or lock on Meters, equipment, or enclosures containing said Meters and equipment should never be broken, cut, or otherwise removed by the Retail Customer or its agent (see Section 6.2.3.3.7). The Retail Customer, contractor, builder, or REP should refer to Company's "Guide for Electric Service and Meter Installations" for detailed information on all installations.

6.2.3.3.3 BILLING

The Retail Customer's usage will be calculated from the registration of the installed Meter or Meters. The quantity of Energy delivered will be determined by means of an integrating watt-hour Meter of standard type and when required by a Rate Schedule, a Demand Meter of standard type. The registration thereon will be conclusive evidence of the quantity of Energy and Power delivered unless upon test the metering is found to be outside the accuracy standards established by ANSI.

The Company will electronically transmit a bill to the Retail Customer's REP for Company charges and the corresponding billing units. Billing adjustments related to the Meter measuring outside accuracy standards are covered in the Meter Accuracy and Testing section below.

The Company will adjust kWh and kW for metering located on the high side of a Company-owned transformer or for metering located on the low side of a Retail Customer-supplied transformer. The adjustment will decrease the recorded metered quantities for loads metered on the high side of Company-owned transformers and will increase the recorded metered quantities for loads metered on the low side of Retail Customer-supplied transformers. The adjustment for new installations shall be calculated by multiplying the recorded metered quantities by the appropriate adjustment factor listed below.

| <u>Intervening Equipment</u> | <u>Adjustment Factor</u> |
|------------------------------|--------------------------|
| Substation Transformer | 1.0% |
| Distribution Transformer | 2.2% |

6.2.3.3.4 METER ACCURACY AND TESTING

The Company carefully calibrates, maintains and tests Meters in an approved manner. The calibration for all Meters shall conform to the calibration limits as set by ANSI Standard C12. When tested, a Meter found to exceed these limits shall be adjusted as close as practical to the condition of zero error, or removed from service. Upon receipt of a request of a Retail Customer, and if he so desires, in his presence or in that of his authorized representative, Company shall make a test of the Meter accuracy. The test shall be made during Company's normal working hours at a time convenient to Retail Customer if he desires to observe the test. The test shall preferably be made on Retail Customer's premises, but may at Company's discretion, be made at Company's test laboratory or contracted outside test laboratory. The Company will test the Meter once each four (4) years at no charge; however if the Meter has been tested by Company, or by an authorized agent of the Company, at Retail Customer's request, and within a period of four (4) years Retail Customer requests a new test, Company shall make the test; but if the Meter is found to be within the accuracy standards established by ANSI, Company may charge Retail Customer a fee which

reflects the cost to test the Meter. Please see the Meter Testing Charges located in Sections 6.1.2, 6.1.3, and 6.1.4 of the Tariff. Following the completion of any requested test, the Company shall advise REP or Retail Customer of the date of the test, the result of the test, who made the test, and the date the Meter was removed from service, if applicable.

If any Meter is found to be outside of the accuracy standards established by ANSI, proper correction shall be made of previous readings for the period of 150 days (see Section 4.7.5) immediately preceding the removal of such Meter from service for the testing, or from the time the Meter was in service since last tested, but not exceeding 150 days, as the Meter shall have been shown to be in error by such test, and an adjusted bill shall be rendered. No refund is required from the Company except to the REP that served the Retail Customer at the time of the Meter test. If a Meter is found not to register for any period, unless bypassed or tampered with, Company shall bill the REP the Company charges for units used, but not metered, for a period not to exceed 150 days based on amounts used under similar conditions during periods preceding or subsequent thereto, or during corresponding periods in previous years. The overbilling adjustment shall include interest. In addition, the Company shall electronically notify the appropriate REP of the adjusted billing units in order for the REP to properly adjust the Retail Customer's bill.

6.2.3.3.5 METER TESTING FACILITIES AND EQUIPMENT

The Company will either maintain a standardizing laboratory, or contract to a third-party laboratory, that shall conform to the requirements of ANSI Standard C12. All reference standards used in the testing and calibration of portable standards and instruments shall be submitted to this laboratory once each year for testing and adjustment. All test equipment used for testing billing Meters shall have a permanently attached identification number for use in maintaining records of assignment, certifications, and calibrations. All records will be kept on file at the office of the Company's standardizing laboratory or at a Company office that works directly with a contracted testing laboratory. All Meters shall be tested in accordance with the latest edition of ANSI Standards C-12 and C-12.16 (American National Code for Electricity Metering Solid State Meters).

6.2.3.3.6 RECORDS

The Company will maintain Meter equipment records showing the Meter location (i.e. physical address) and date of last test. All Meter tests shall be properly referenced to the Meter record. The record of each test made on the Retail Customer's premises or on request of a Retail Customer shall show the identifying number and constants of the Meter, the standard Meter and other measuring devices used, the date and kind of test made, by whom made, the error (or percentage of accuracy) at each load tested, and sufficient data to permit verification of all calculations.

6.2.3.3.7 METER ENCLOSURE SEAL BREAKAGE

In order to protect against theft of service and to ensure safety to the public from potential exposure to energized facilities, the Meters, equipment, or enclosures containing said Meters and equipment shall be either locked or sealed by Company. Removal of said lock or seal is prohibited except with specific advance approval from the Company. Retail Customer shall not knowingly allow anyone except employees of Company or authorized agents of the Company to break seals or gain access to the Meters or equipment for any reason specifically, but not limited to the purposes of adjusting, repairing, rewiring or removing such equipment. Breaking of the seal without advanced authorization will result in a Broken Meter Seal charge being assessed when Company personnel are required to re-seal Meter enclosures. Seal breakage may be considered as Meter tampering by Company which would also result in a Tampering Fee, if evidence of current diversion or theft of service is found. If the Company must make repairs to the Meter or metering equipment in order to restore the Meter to service and to re-seal the enclosure, the Company will assess the Retail Customer for the expense of making such repairs (see Tampering and Broken Outer Meter Seal charges located in Sections 6.1.2, 6.1.3, and 6.1.4 of the Tariff). If the Customer's Meter enclosure is damaged such that it cannot be properly sealed, electric delivery service will be terminated until Retail Customer, at Retail Customer's expense, secures any required permits and the services of a qualified individual to make the necessary repairs so Company can properly seal the Meter enclosure.

6.2.3.4 MOTOR INSTALLATIONS

6.2.3.4.1 SUITABILITY OF EQUIPMENT

The Retail Customer shall install only such motors or other equipment or devices as are suitable for operations with the Company's electric system and which shall not be detrimental to same, and the equipment must not be used in such manner as to cause excessive voltage fluctuations or disturbances on the Company's Distribution System. The Company shall be the sole judge as to the suitability of apparatus, loads or appliances to be connected to its facilities and also as to whether the operation of such apparatus will be detrimental to the Company's Distribution System.

6.2.3.4.2 SPECIFICATIONS AND OPERATING CHARACTERISTICS

It is the sole responsibility of the Retail Customer to ensure that all Motors are installed with the proper operating protective device(s) to prevent Motor damage as a result of abnormal fluctuations in the Company's delivery system.

The specifications and operating characteristics of the Retail Customer's motors and equipment shall be provided to the Company prior to connection of the Retail Customer's motors and equipment, unless otherwise agreed between the Retail Customer and the Company. The Retail Customer's motor and equipment specifications and operating characteristics to be provided to the Company shall include:

- (1) All pertinent nameplate information (*i.e.*, horsepower rating, NEMA codes, full load amps, locked rotor amps, operating voltage, number of electrical phases required, efficiency ratings, power factor ratings, etc.).
- (2) Expected frequency of starting (*i.e.*, number of times motor will start over a set period of time).

Based on the specifications and operating characteristics provided by the Retail Customer, the Company may require the Retail Customer to install and maintain at the Retail Customer's expense such protective equipment or devices approved by the Company as are required or appropriate to limit, to a level acceptable to the Company, the effects of operating motors and equipment on the Company's system.

All motor installations approved by the Company shall be in accordance with the following provisions:

- (1) Connections to all motors of seven and one-half (7-1/2) horsepower or less shall be single phase. 120-volt class motors shall not exceed 50 amperes locked rotor current.

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- (2) Connections to all motors of more than seven and one-half (7-1/2) horsepower shall be three phase.
- (3) Groups of motors starting simultaneously shall be classed as one motor.

6.2.3.5 CONTINUITY OF DELIVERY SERVICE

In the event of national emergency or local disaster resulting in disruption of normal transmission or distribution service, Company may, in the public interest, temporarily interrupt transmission or distribution service to other Retail Customers to provide necessary transmission or distribution service to civil defense or other emergency service agencies until normal transmission or distribution service to these agencies can be restored.

The Company may also be ordered by a governmental agency, or other Authority, to terminate electric delivery service due to the imminent impact of severe weather, such as a hurricane. In the event of such an order, the Company will terminate electric delivery service until the governmental agency, or other Authority, authorizes the Company to restore delivery service. Depending upon the extent of damage to its delivery system, the Company will immediately begin to restore service pursuant to its emergency Service Restoration Plan.

6.3 AGREEMENTS AND FORMS

6.3.1 FACILITIES EXTENSION AGREEMENT

WO NO. _____, 20____
Location _____

You, _____ (Customer) have requested AEP Texas (Company) to install/construct certain electric distribution facilities (hereinafter referred to as "Facilities") as follows:

The cost for construction/installation of the requested Facilities will be in excess of what would normally be provided by Company at no additional cost to the Customer. In accordance with the Company's approved Tariff, as filed with the Public Utility Commission of Texas, the Customer agrees to pay Company a one-time, non-refundable, Contribution-In-Aid-Of-Construction (CIAC) in the amount of dollars (\$_____).

The Customer understands that he/she receives no ownership or control of the Facilities by virtue of the payment of the CIAC. The Facilities installed by the Company will remain the property of the Company. The Company expressly retains the right to use said Facilities for any purpose which Company deems appropriate under good utility practices, including the distribution of electric service to other customers.

Company agrees to construct/install the Facilities, and the Customer agrees to provide _____ and to be ready to take electric service on or before _____ (In Service Date).

It is understood and agreed that the Company will not begin construction/installation of the Facilities until full payment of the CIAC has been received by the Company; therefore, Customer understands and agrees that he/she needs to make full payment of the CIAC in sufficient time to allow for the construction/installation to be completed by the In Service Date.

The pricing of the CIAC quoted herein is based on the specifics of the Customer's request, including the Customer's stated In Service Date, and must be accepted by the Customer by executing and returning to the Company this Agreement, with payment, by _____ to remain valid. Should Customer alter the request for facilities, or request a delay in (or is otherwise unable to take service by) the stated In Service Date, the Company reserves the right to update the pricing and

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require an additional CIAC payment, if required to reflect any increases in cost due to the alteration in requested facilities or the delay in taking service, or both.

Nothing contained herein shall be construed as a waiver or relinquishment by Company of any right it has or may hereafter have to discontinue service for default in the payment of any bill owing or to become owing hereunder or for any reason or cause allowed by law.

By signing and returning this Agreement, Customer understands and accepts the above described terms and conditions.

CUSTOMER:

AEP Texas:

(Printed Name)

(Printed Name)

(Signature) (/date)

(Signature) (/date)

(Title)

(Title)

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

AEP Texas

By: _____
Title

ACCEPTED:

Applicant

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6.3.2 APPLICATION FOR INTERCONNECTION AND PARALLEL OPERATION OF DISTRIBUTED GENERATION

Prescribed Form for the Application 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: AEP Texas
Attention: DER Coordinator
1129 Gateway Dr
San Angelo, TX 76905

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 AEP Texas for interconnection with the utility system.

GENERATOR

Number of Units: _____

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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 AEP Texas 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

For systems not using pre-certified inverters (e.g., inverters certified to UL-1741 or IEEE 1547.1), does AEP Texas 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)

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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 AEP Texas to release Customer's proprietary information to the extent necessary to process this Application to the following persons:

| | Name | Phone Number | Email Address |
|-----------------------|------|--------------|---------------|
| Project Manager | | | |
| Electrical Contractor | | | |
| Consultant | | | |
| Other | | | |

AEP Texas

[CUSTOMER NAME]

BY: _____

BY: _____

PRINTED NAME:

PRINTED NAME:

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

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 AEP Texas (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 distribution 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:

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") 16 TAC §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.

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.*
- 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.*
- 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 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 _____ [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.

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.

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

AEP TEXAS

[CUSTOMER NAME]

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]

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 drawings(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.)
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

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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 16 TAC §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 _____ [insert name of Company] 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: _____

6.3.4 OTHER AGREEMENTS AND FORMS

6.3.4.1 FACILITIES RENTAL SERVICE AGREEMENT

Account Number: _____
Retail End-use Customer Name: _____
Service Address: _____
ESI ID: _____

1. This Facilities Rental Service Agreement (Agreement) is for services to be provided under the Company's Distribution Voltage Facilities Rental Service Schedule, or System Integral Facilities Rental Service schedules.
2. This Agreement between Retail Customer and AEP Texas (Company) shall continue for a term of one year and thereafter shall continue until the Retail Customer provides the Company with 90-days advance written notice of termination.
3. Company agrees to lease to Retail Customer the electric equipment and Facilities as set forth in Exhibit A attached hereto and made a part hereof (Facilities) used in providing electric connection service to Retail Customer.
4. Retail Customer shall pay Company rent and maintenance charges for the Facilities at the rates and at the time provided in Company's rate schedule identified in No. 1 above, and as filed with the Public Utility Commission of Texas, computed as follows:

| | | | | |
|---------------------------------------|---------|-----------------------------------|----------|--------------------------------------|
| Total Installed Cost of Facilities | (Times) | Monthly Facilities Rental Rate | (Equals) | Monthly Facilities Rental Charges |
| _____ | X | 0.0145 | = | _____ |

5. In the event Retail Customer requests that any Facilities constructed, owned, maintained or operated by Company be removed or upon the termination of this Agreement without the execution of a superseding Agreement that provides for the continuation of rental payments by a Retail Customer, Company will remove such Facilities within a reasonable time at Retail Customer's expense. The removal charge shall include the labor and construction equipment usage cost to Company of removing such Facilities less the salvage or reclamation value of the Facilities, whichever is higher, and shall be calculated in accordance with Company's customary accounting procedures, which Company agrees will be in accordance with generally accepted accounting principles, and the requirements

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of regulatory agencies having jurisdiction over Company. In addition to removal costs net of salvage, Retail Customer shall also pay to the Company the undepreciated value of the assets being removed (including installation, labor and Facilities). Such payment shall be made to Company promptly after such removal is completed.

6. Company will maintain the Facilities installed by it and rented to Customer in good operating condition and assumes all costs and expenses in connection therewith except for repairs due to any damages or destruction of the Facilities caused by Retail Customer. Maintenance expenses to Company other than repair of damages caused by Retail Customer will in no way increase the monthly rentals which Retail Customer will pay Company, provided that should all or any part of the Facilities being rented require replacement during the term of this Agreement, the monthly and annual rental charges will be re-computed based on the provisions in the Company's applicable facilities rental schedule. Retail Customer will pay for all damages caused by Retail Customer within 16 days of receiving the notice.
7. Company will endeavor to perform inspection or maintenance of the Facilities during time periods which will minimize any impact on Retail Customer's operation.
8. Retail Customer will protect Company property located on Retail Customer's premises from persons not authorized to have access to Company's property.

ACCEPTED BY:

ACCEPTED:
AEP TEXAS

Retail Customer Date

By Date

Official Capacity

Title

6.3.4.2 FACILITIES MONTHLY MAINTENANCE SERVICE AGREEMENT

Retail End-use Customer Name: _____

Account Number: _____

Service Address: _____

ESI ID: _____

1. This Facilities Monthly Maintenance Service Agreement (Agreement) is for services to be provided under the Company's Facilities Monthly Maintenance Service schedule.
2. This Agreement between Retail Customer and AEP Texas (Company) shall continue for a term of one year and thereafter shall continue until the Retail Customer provides the Company with 90-day written advance notice of termination.
3. Company agrees to operate, repair and maintain the equipment and facilities used in providing electric service to the Customer as set forth in Exhibit A attached hereto and made a part hereof (Facilities). For the monthly charges stated herein, the Company shall bear all expenses of routine operation of and maintenance on the Facilities.
4. Retail Customer represents that Facilities owned by Customer and to be maintained under this Agreement are in accordance with specifications at least equal to those prescribed by the National Electrical Safety Code. In the event that all or any part of the Facilities are not in accordance with such specifications or are below Company's operational standards, Retail Customer will reimburse the Company for expenses it incurs to replace, construct or reconstruct the Facilities or part thereof necessary to bring the Facilities in accordance with such specifications of the Company's operational standards. Connection of Customer's Facilities to the Company's system shall not imply that the Facilities are in accordance with such specifications or that the Facilities meet the Company's operational standards.
5. Retail Customer shall pay Company monthly maintenance charges for the Facilities at the rates and at the times provided in Company's Facilities Monthly Maintenance Service tariff schedule as filed with the Public Utility Commission of Texas, computed as follows:

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| | | | | |
|---------------------------------------|---------|--|----------|--|
| Total Installed Cost of Facilities | (Times) | Monthly Facilities Maintenance Rate | (Equals) | Monthly Facilities Maintenance Charge |
| | X | 0.0065 | = | |

6. The above maintenance charges are intended to cover the routine operating and maintenance costs only. If the Facilities being operated and maintained by the Company become damaged during the term of this Agreement, the Retail Customer shall be responsible for the cost to repair the Facilities. If the Facilities require replacement during the term of this Agreement, the Retail Customer shall be responsible for the cost of removal of the original equipment and acquisition of the replacement equipment purchased. The Retail Customer will pay the Company the cost of removing the original equipment and the cost of installing the replacement equipment. If Company purchases and installs the replacement equipment, the Retail Customer will pay the Company the cost of removing the original equipment and acquiring and installing the replacement equipment purchased by the Company. Such payment will be made by the Retail Customer within 16 days of receiving the invoice. If the Facilities being operated and maintained become damaged and require replacement during the term of this Agreement, the monthly maintenance charges will be re-computed based on the provisions in the Company's Facilities Maintenance Service Tariff.

ACCEPTED BY:

ACCEPTED:
AEP TEXAS

Retail Customer Date

By Date

Official Capacity

Title

6.3.4.3 AGREEMENT AND TERMS AND CONDITIONS FOR PULSE METERING EQUIPMENT INSTALLATION

AEP Texas ("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 a 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 the Effective Date (hereinafter defined) of this Agreement. 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

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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
 - (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.

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.

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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

(legal signature)

AEP TEXAS

(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).

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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 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 16 TAC §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

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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 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.

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- 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:

FOR COMPANY:

Contact: _____

Address: _____

Email: _____

Phone Number: _____

Fax Number: _____

For Receipt of Non-Company Owned Meter:

Contact: _____

Address: _____

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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: _____

Address: _____

Email: _____

Phone Number: _____

Fax Number: _____

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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.

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").

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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.
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.

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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) _____

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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Revision: Original Effective Date: March 30, 2020

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

APPENDIX A

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

AEP Texas - _____ (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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Applicable: Certified Service Area
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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 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:
1-866-223-8508

_____ 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:
1-866-223-8508

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 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.

_____ 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:

1-877-373-4858

_____ Competitive Retailer will direct Retail Customer 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.

1-877-373-4858

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.

AEP TEXAS
TARIFF FOR ELECTRIC DELIVERY SERVICE
Applicable: Certified Service Area
Section Title: Appendix A
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V. SIGNATURES

AEP TEXAS

(legal signature)

(date)

Competitive Retailer (insert name)

(legal signature)

(date)

Operating Company of the
American Electric Power System
Open Access Transmission Tariff
Effective Date:
FERC Docket:
FERC Order: DLO

Order Date:

ATTACHMENT K

Annual Transmission Revenue Requirement for ERCOT Regional Transmission Service

The charges in this Attachment K, for ERCOT Regional Transmission Service provided under Part IV of the Tariff, are made subject to final determination by the Public Utility Commission of Texas ("PUCT") and acceptance thereafter by the Commission ("Final Rates"). Upon issuance of a final decision by the PUCT in Docket No. 49494, any amounts collected in excess of those resulting from the Final Rates will be refunded, together with interest calculated in accordance with the Commission's regulations at 18 C.F.R. § 35.19a(2)(iii).

Exports from generating facilities that are located immediately adjacent to a tie-line facility where the energy delivered from the generating facility to the tie line is through a single substation, and that meet the criteria of the Oklahoma Exemption under the ERCOT protocols, shall not be subject to transmission service charges for exports of power out of ERCOT region over DC ties.

Until the Final Rates are accepted by the Commission, charges for ERCOT Regional Transmission Service hereunder shall be determined as follows:

A. For Service to Load Within ERCOT

Charges for ERCOT Regional Transmission Service are to be determined by dividing the annual facilities charge by 12, or by other means as mutually agreed upon by the Transmission Provider and the ERCOT Regional Transmission Service Customer and specified in the Service Agreement. Under no circumstances shall the sum of the monthly charges due in any calendar year be more or less than the annual facilities charge due under this Tariff.

The annual facilities charges are the product of the annual access rate for AEP Texas (set forth below) multiplied by the ERCOT Regional Transmission Service Customer's demand at the time of the most recent ERCOT system coincident peak demand, as determined by the PUCT pursuant to Chapter 25.

The annual access rate for AEP Texas is \$5.514223 / kW.

Operating Company of the
American Electric Power System
Open Access Transmission Tariff
Effective Date:
FERC Docket:
FERC Order: DLO

Order Date:

B. For Service To Export Electric Power From ERCOT

ERCOT Regional Transmission Service charges for exports of electric power from ERCOT to the boundaries of ERCOT are to be based on the kilowatts that are actually exported, the duration of the transaction and the rates set forth below. The monthly rate for service in the on-peak season (June through September) will be one-fourth the Transmission Provider's annual access rate. The monthly rate for service in the off-peak season will be one-twelfth the Transmission Provider's annual access rate. The weekly, daily and hourly rates for service in the on-peak season will be the annual access rate divided by the number of weeks, days and hours respectively in the on-peak season. The weekly, daily and hourly rates for service in the off-peak season will be the annual access rate divided by the number of weeks, days and hours respectively in the year. The AEP Texas charges for any transaction shall not exceed the product of its annual access rates times the highest amount of kilowatts actually exported.

AEP Texas

| | |
|------------------------------|------------|
| Annual rate per kW | \$5.514223 |
| Monthly on-peak rate per kW | \$1.378556 |
| Monthly off-peak rate per kW | \$0.459519 |
| Weekly on-peak rate per kW | \$0.316390 |
| Weekly off-peak rate per kW | \$0.106043 |
| Daily on-peak rate per kW | \$0.045199 |
| Daily off-peak rate per kW | \$0.015107 |
| Hourly on-peak rate per kW | \$0.001883 |
| Hourly off-peak rate per kW | \$0.000629 |

C. Income Tax Refund (Rider ITR)

Rider ITR is designed to credit to each transmission customer its proportional share of the total credit amount on a one-time basis the amount of \$31,488,353 to refund amounts collected from the effective date of the reduced tax rate, January 1, 2018, through June 29, 2018, protected excess ADIT from January 2018 through March 2020 and unprotected excess ADIT.

Effective on invoices rendered the month following the effective date of the new rates approved by Final Order of the Commission, each transmission service customer will receive a one-time credit share of the total credit amount based on each customer's proportional kW of share of the 2018 ERCOT 4CP.

Rider ITR: (\$0.453926) per kW.

D. Capital Reconciliation Rider (Rider CRR)

In compliance with the settlement agreement and Final Order of the Commission in AEP Texas' rate case, Docket No. 49494, Rider CRR is designed to credit to each transmission customer its proportional share of \$20 million over one year. This refund represents amounts collected in rates associated with capital that was subject to reconciliation in Docket No. 49494.

Effective on invoices rendered for one year following the effective date of the new rates approved by Final Order of the Commission, each transmission service customer will receive a credit based on each customer's proportional kW of share of the 2018 ERCOT 4CP.

Annual Rider CRR: (\$0.288313) per kW

| Line No | Description | Requested TOTAL COMPANY | Settlement Adjustments to TOTAL COMPANY | Adjusted TOTAL COMPANY | Settlement Transmission Function (TRAN) | Settlement Distribution Function (DIST) | Settlement Metering Function (METER) | Settlement T&D Customer Service (TDCS) | Settlement RELIABILITY | Settlement TOTAL |
|---------|--------------------------------|-------------------------|---|------------------------|---|---|--------------------------------------|--|------------------------|------------------|
| 1 | Original Cost of Plant | 7,773,516,164 | (25,612,338) | 7,747,903,826 | 3,715,658,635 | 3,798,600,519 | 233,563,041 | 81,631 | 4,032,245,191 | 7,747,903,826 |
| 2 | General Plant | 536,957,320 | - | 536,957,320 | 154,833,582 | 353,300,945 | 26,006,801 | 2,815,993 | 382,123,739 | 536,957,320 |
| 3 | Total Plant | 8,310,473,484 | (25,612,338) | 8,284,861,146 | 3,870,492,217 | 4,151,901,465 | 259,569,841 | 2,897,624 | 4,414,368,930 | 8,284,861,146 |
| 4 | Minus Accumulated Depreciation | (2,070,407,121) | - | (2,070,407,121) | (592,760,566) | (1,321,171,019) | (155,846,762) | (628,774) | (1,477,646,555) | (2,070,407,121) |
| 5 | Settlement Adjustment | - | (23,000,000) | (23,000,000) | (12,219,787) | (10,384,581) | (387,501) | (8,131) | (10,780,213) | (23,000,000) |
| 6 | | | | | | | | | | |
| 7 | Net Plant In Service | 6,240,066,363 | (48,612,338) | 6,191,454,025 | 3,265,511,864 | 2,820,345,865 | 103,335,579 | 2,260,718 | 2,925,942,161 | 6,191,454,025 |
| 8 | | | | | | | | | | |
| 9 | Other Rate Base Items | | | | | | | | | |
| 10 | Cash Working Capital | (22,940,282) | 9,940,282 | (13,000,000) | (12,483,645) | (308,522) | (207,833) | - | (516,355) | (13,000,000) |
| 11 | Prepayments | 86,918,490 | - | 86,918,490 | 7,413,933 | 51,765,229 | 15,737,057 | 12,002,271 | 79,504,556 | 86,918,490 |
| 12 | Materials & Supplies | 47,277,903 | - | 47,277,903 | 15,176,994 | 30,978,518 | 1,096,505 | 25,885 | 32,100,909 | 47,277,903 |
| 13 | Plant Held for Future Use | 3,132,016 | - | 3,132,016 | - | 3,132,016 | - | - | 3,132,016 | 3,132,016 |
| 14 | ADIT & FAS 109 Accts | (776,092,922) | - | (776,092,922) | (355,515,009) | (389,978,549) | (26,842,712) | (3,756,652) | (420,577,914) | (776,092,922) |
| 15 | Customer Deposits | (3,662,131) | - | (3,662,131) | - | (3,662,131) | - | - | (3,662,131) | (3,662,131) |
| 16 | Regulatory Liabilities | (586,555,352) | - | (586,555,352) | (321,874,001) | (255,335,500) | (9,145,638) | (200,213) | (264,681,351) | (586,555,352) |
| 17 | Regulatory Assets | 80,927,618 | - | 80,927,618 | 28,183,978 | 10,426,250 | 41,721,203 | 596,186 | 52,743,639 | 80,927,618 |
| 18 | Subtotal | (1,170,994,662) | 9,940,282 | (1,161,054,380) | (639,097,750) | (552,982,689) | 22,358,582 | 8,667,477 | (521,956,630) | (1,161,054,380) |
| 19 | | | | | | | | | | |
| 20 | TOTAL RATE BASE | 5,069,071,701 | (38,672,056) | 5,030,399,645 | 2,626,414,114 | 2,267,363,176 | 125,694,160 | 10,928,195 | 2,403,985,531 | 5,030,399,645 |
| 21 | | | | | | | | | | |
| 22 | Rate of Return | 7.0767% | -0.6231% | 6.4536% | 6.4536% | 6.4536% | 6.4536% | 6.4536% | 6.4536% | 6.4536% |
| 23 | | | | | | | | | | |
| 24 | RETURN ON RATE BASE | 358,722,997 | (34,081,880) | 324,641,117 | 169,497,867 | 146,326,210 | 8,111,779 | 705,260 | 155,143,250 | 324,641,117 |