



Filing Receipt

Received - 2021-11-24 08:34:29 AM

Control Number - 52322

ItemNumber - 326

TRANSMISSION-VOLTAGE CUSTOMER OPT OUT NOTICE FORM

By West Central Texas Municipal Water District (WCTMWD) filing this form in PUCT Docket No. 52364, WCTMWD exercises its right to opt out of securitization uplift charges under PURA § 39.653(d) for the following account numbers and ESI IDs.

Account Numbers associated with transmission-voltage service for which the opt out is being exercised.

14982 – Booster No. 1

14982 – Booster No. 2

Transmission-voltage level ESI IDs associated with the opt out.

10204049746685842 – Booster No. 1

10204049750092381 – Booster No. 2

Current REP of Record, and if different, REP of Record during the period of emergency for each ESI-ID listed above.

MP2 Energy Texas LLC d/b/a Shell Energy Solutions

Notice of and Request for Opt Out

By signing below, WCTMWD affirms WCTMWD will pay in full all invoices owed to the REP or REPs listed above for usage at the ESI IDs listed above during the period February 12, 2021 through February 20, 2021 (the period of emergency) under the terms of the DEFFERED PAYMENT AGREEMENT dated July 8, 2021, a copy of which is attached. WCTMWD also affirms that a final copy of this opt out request and supporting documentation will be provided to the REP or REPs listed above concurrently with this filing.

WCTMWD, as a transmission voltage customer, hereby exercises its right under PURA § 39.653(d) to opt out of uplift charges. It is understood that for the above- listed ESI ID(s), WCTMWD will not receive any proceeds from the uplift financing under PURA Subchapter N and will not pay uplift charges for same.

This Opt Out Request is effective if signed by an executive officer with authority to act on behalf of the Customer, the current REP of Record, and if different, the REP of Record during period of emergency and filed by the customer in PUCT Docket No. 52364. The REP of Record during the period of emergency will only sign below if the customer is eligible as a transmission-voltage customer who has paid in full all invoices owed for usage during the period of emergency pursuant to PURA 39.653(d). If the Customer is unable to obtain signatures from its current REP or the REP that provided service during the period of emergency, Customer may opt out by submitting internal documentation that it has paid all usage charges for the relevant ESI IDs during the period of emergency, along with a sworn affidavit from the executive officer who signed the Opt Out Request on behalf of the Customer.

[Signatures on following page.]

West Central Texas Municipal Water District

By: C. L. Wingert

Print Name of Signatory: C. L. Wingert, P.E.
WCTMWD

Position of Signatory:
General Manager

Date: 11/24/21

[RFP of Record]

By: MP2 Energy Texas, LLC

Print Name of Signatory:

Position of Signatory:

Date:

[RFP of Record during period of emergency]

By: MP2 Energy Texas, LLC

Print Name of Signatory:

Position of Signatory:

Date:

X if inapplicable



PUCT License	#10174
Internet	www.mp2energy.com
Email	customerservice@mp2energy.com
Hours of Operation	8am-5pm CST (Mon-Fri)
Mailing Address	21 Waterway Ave., Suite 450 The Woodlands, Texas 77380
Phone Number	832-510-1030
Toll-Free	1-877-238-5343
Fax	832-510-1128

DEFERRED PAYMENT AGREEMENT

THE FOLLOWING IS A DEFERRED PAYMENT AGREEMENT FOR ELECTRIC SERVICE ARREARS.

You have previously enrolled with and agreed to purchase electric energy from MP2 Energy Texas LLC (“MP2T”). Additionally, you have entered into a written agreement with MP2T, your Electricity Supply Agreement. This Deferred Payment Agreement shall be subject to any and all provisions of the Electricity Supply Agreement, provided however that the terms that are set forth herein shall govern to the extent that there is any conflict between the terms set forth herein and the terms set forth in the Electric Supply Agreement.

Subject to a Change in the February 2021 Obligation (as hereafter defined), the undersigned hereby agrees to pay for charges incurred during the period beginning 02.01.2021 and ending 03.31.2021, amounting to \$499,785.41, including any and all late fees, insufficient funds fees, or any other applicable fees incurred by the undersigned, resulting from electric service properly supplied pursuant to your Electricity Supply Agreement with MP2T at the following address: PO Box 2362 Abilene, TX 79604

In lieu of paying the total amount today and subject to a Change in the February 2021 Obligation, the undersigned hereby agrees to make partial payments as set forth below by check(s):

<u>\$ 24,989.28 on 07.20.2021</u>	<u>\$ 24,989.27 on 04.07.2022</u>
<u>\$ 24,989.27 on 07.20.2021</u>	<u>\$ 24,989.27 on 05.07.2022</u>
<u>\$ 24,989.27 on 08.07.2021</u>	<u>\$ 24,989.27 on 06.07.2022</u>
<u>\$ 24,989.27 on 09.07.2021</u>	<u>\$ 24,989.27 on 07.07.2022</u>
<u>\$ 24,989.27 on 10.07.2021</u>	<u>\$ 24,989.27 on 08.07.2022</u>
<u>\$ 24,989.27 on 11.07.2021</u>	<u>\$ 24,989.27 on 09.07.2022</u>
<u>\$ 24,989.27 on 12.07.2021</u>	<u>\$ 24,989.27 on 10.07.2022</u>
<u>\$ 24,989.27 on 01.07.2022</u>	<u>\$ 24,989.27 on 11.07.2022</u>
<u>\$ 24,989.27 on 02.07.2022</u>	<u>\$ 24,989.27 on 12.07.2022</u>
<u>\$ 24,989.27 on 03.07.2022</u>	<u>\$ 24,989.27 on 01.07.2023</u>

CW

Subject to a Change in the February 2021 Obligation, the undersigned agrees to pay the above amounts by the date noted above and that all payments will be made, as scheduled above.

The amount of the deferred balance will be accounted for separately from amounts due under regular monthly invoices for electric service and the deferred balance amounts will not appear on each regular monthly invoice you receive. However, you may call MP2T at any time to determine the amount that must be paid to satisfy the terms of this Deferred Payment Agreement.

Any partial payments made under this Deferred Payment Agreement will be allocated to the oldest balance due under this Deferred Payment Agreement.

If, at any time after execution of this Deferred Payment Agreement, you fail to make the payments as set forth herein by close of business on the date due as set forth herein, then MP2T shall have the right to request disconnection of your electric service in accordance with this Deferred Payment Agreement and your Electricity Supply Agreement with MP2T. In such instance you will be notified in writing at least ten (10) calendar days (with an opportunity to cure the failure to make payment) before your electric service is disconnected.

By entering into this agreement, you understand that MP2T will put a switch-hold on your account. A switch-hold means that you will not be able to buy electricity from other companies until you pay this past due amount. The switch-hold will be removed after your final payment on this past due amount is processed. While a switch-hold applies, if you are disconnected for not paying, you will need to pay MP2T, to get your electricity turned back on.

While under the terms of this Deferred Payment Agreement, you will continue to receive your regular monthly invoice for electricity service to your service address and payment of any such invoice must be received in full by the due date.

You may cease making payments under this Deferred Payment Agreement and recover any payments made under this Deferred Payment Agreement to the extent that the amounts set forth herein are altered or adjusted, or otherwise reduced or forgiven for any reason, including by judicial, regulatory or legislative action (a "Change in the February 2021 Obligation"). If any payments already made under this Deferred Payment Agreement are included in such amounts that have been altered or adjusted, or otherwise reduced or forgiven, then you must send written notice of a proposed applicable Change in the February 2021 Obligation to MP2T at legal@mp2energy.com. Upon receipt and review of your notice, MP2T will confirm its agreement or dispute of such notice. If no dispute to the notice, MP2T agrees to repay such applicable amounts to the undersigned and/or credit such amounts to the undersigned's account within thirty (30) calendar days of receipt of your aforementioned notice. If there is a dispute as to the notice and/or any amounts owing or alleged to be owing to you as a result of a Change in the February 2021 Obligation, you and MP2T agree, prior to initiating any court action regarding the dispute, to first attempt in good faith to resolve the dispute by negotiation.

If you are receiving this document electronically it is because you have agreed to receive this document electronically. Further, you understand that affixing your “e-signature” to this Deferred Payment Agreement and submitting it electronically constitutes your agreement to be bound by this document. You hereby agree that you shall not deny legal effect or enforceability of your signature solely on the grounds that is it in electronic form.

If you are not satisfied with this agreement, or if the agreement was made by telephone and you feel this does not reflect your understanding of that agreement, contact MP2 Energy Texas LLC at 832-510-1030 or 877-238-5243.

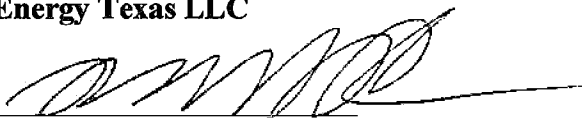
Dated this 8th day of July, 2021

Customer's Signature: C. L. Wingard

Address: PO Box 2362 Abilene, TX 79604

Account No. & Name: 00003522 - West Central Texas Municipal Water District

MP2 Energy Texas LLC

By: 

Name: Daren Rebrink

Title: CFO