

1 "that these are only factors 'to be considered.'"¹ These factors, many of
2 which overlap with factors that may be considered when determining the
3 reasonableness of legal fees pursuant to the Texas Disciplinary Rules of
4 Professional Conduct,² include:

- 5 (1) the time and labor required;
6 (2) the nature and complexities of the case;
7 (3) amount of money or value of property or interest at stake;
8 (4) extent of responsibilities the attorney assumes;
9 (5) whether the attorney loses other employment because of the
10 undertaking; and
11 (6) benefits to the client from the services."³

12 In 2014, the Commission adopted the RCE Rule to provide more clarity with
13 respect to the factors to be considered. The RCE Rule contains a similar,
14 but more detailed list of factors as those set out in *City of El Paso* to
15 establish the reasonableness of a utility's rate-case expenses.

16 Q. PLEASE DESCRIBE THE REQUIREMENTS IMPOSED ON A UTILITY
17 CLAIMING RECOVERY OF RATE-CASE EXPENSES UNDER THE RCE
18 RULE.

19 A. Subsection (b) of the RCE Rule requires the utility requesting recovery of
20 rate-case expenses to prove the reasonableness of the expenses by a
21 preponderance of the evidence. To do that, the utility must provide evidence
22 showing:

- 23 1. the nature, extent and difficulty of the work done by the attorney;
24 2. the time and labor required and expended by the attorney;
25 3. the fees or other consideration paid to the attorney for the
26 services rendered;

¹ *City of El Paso*, 916 S.W.2d at 522.

² Texas Disciplinary Rule of Professional Conduct 1.04(b).

³ *Id.*

1 4. the expenses incurred for lodging, meals and beverages,
2 transportation, or other services or materials;
3 5. the nature and scope of the rate case, including:
4 a. the size of the utility and number and type of customers
5 served;
6 b. the amount of money or value of property or interest at
7 stake;
8 c. the novelty or complexity of the issues addressed;
9 d. the amount and complexity of discovery;
10 e. the occurrence and length of a hearing; and
11 6. the specific issues in the rate case and the amount of rate-case
12 expenses reasonably associated with each issue.
13 Q. DOES THE COMMISSION HAVE THE AUTHORITY TO DISALLOW THE
14 RECOVERY OF RATE-CASE EXPENSES?
15 A. Yes. Under subsection (d) of the RCE Rule, a presiding officer, and
16 subsequently the Commission, may disallow recovery of rate-case
17 expenses that a utility has failed to demonstrate were reasonably incurred
18 under the criteria in subsection (c) of the rule. Subsection (c) of the RCE
19 Rule provides that the Commission may exclude rate-case expenses to the
20 extent it determines: (i) fees paid, tasks performed, or time spent was
21 extreme or excessive; (ii) the expenses incurred for lodging, meals,
22 transportation or other services/materials were extreme or excessive; (iii)
23 there was duplication of services; (iv) the utility's proposal on an issue had
24 no reasonable basis in law, policy, or fact; (v) the rate-case expenses as a
25 whole were excessive or unwarranted; or (iv) the utility failed to provide
26 sufficient evidence or information to support such expenses.
27 Otherwise, the Commission is required to allow recovery of rate-case
28 expenses equal to the amount shown in the evidentiary record to be actually
29 and reasonably incurred by the utility.

1 **V. METHODOLOGY**

2 Q. PLEASE GENERALLY DESCRIBE THE METHODOLOGY YOU USED TO
3 EVALUATE THE REASONABLENESS OF ONCOR'S CURRENT RATE-
4 CASE EXPENSES.

5 A. In preparation for testifying in this matter, I first had a conversation with
6 counsel for Oncor regarding my engagement and the general topic of my
7 testimony. In addition, I reviewed the relevant provisions of PURA, the RCE
8 Rule, and the treatment of rate-case expenses in recent rate cases at the
9 Commission as well as treatment of rate case expenses at other agencies.
10 I have also reviewed the materials provided to me by Oncor. Those
11 materials include information regarding the qualifications of outside counsel
12 and consultants engaged on this matter, documentation related to Oncor's
13 prior rate cases, and engagement agreements and invoices for the work
14 performed by the experts and attorneys in this case as well as past cases
15 for which expenses will be recovered in this case. I also reviewed testimony
16 filed by Oncor in previous cases that describe the manner in which
17 expenses are charged to the Company. I have also participated in calls to
18 discuss the scope of the case and address other specific expense issues. I
19 have reviewed the testimonies of Oncor witnesses Mr. Robert A. Schmidt
20 and Mr. James A. Greer to understand the scope of Oncor's case.

21 Q. WHAT PURPOSE DID EACH PART OF YOUR RESEARCH SERVE?

22 A. Discussions with the rate case team and review of policies provided me with
23 information about the lawyers and consultants chosen for the rate case
24 team and their relevant educational and professional backgrounds.
25 Additionally, I learned what systems are put in place by outside counsel and
26 Oncor's in-house personnel to make sure that work is being conducted
27 efficiently and not being duplicated. Finally, in addition to discussions with
28 the rate case team, I reviewed the qualifications and hourly rates of the
29 attorneys and outside consultants to ensure consistency between the fees

1 charged, the experience of the attorney or consultant, and the nature of the
2 work to be performed. My review of invoices and the description of work
3 performed by outside counsel and consultants is critical to my
4 understanding of the nature of the expenses sought and is key to my
5 analysis of whether those expenses meet the requirements of the
6 Commission's rules and precedent that I previously discussed. My review
7 of other testimony filed in this proceeding helped me understand the scope
8 and nature of Oncor's filing, which is also critical to my overall analysis of
9 Oncor's requested expense. Further discussion of my conclusions based
10 on the research conducted is included below.

11 Q. FOR WHAT PERIOD OF TIME WAS YOUR RESEARCH CONDUCTED?

12 A. The research I conducted to prepare my direct testimony covers expenses
13 incurred for this rate case during the period of time from May 2020 through
14 the finalizing and filing of this testimony. In addition, I reviewed expenses
15 from Oncor's other rate proceedings after May 2017 that Oncor is also
16 seeking to recover in this case. I understand that rate-case expenses that
17 Oncor incurred prior to May 2017 have been addressed in prior proceedings
18 at the Commission.

19 Q. HOW DOES ONCOR INTEND TO ADDRESS COSTS THAT ARE
20 INCURRED AFTER THIS TESTIMONY IS FILED?

21 A. As the proceeding progresses, I will continue to review invoices and other
22 materials to determine the continuing reasonableness of Oncor's rate-case
23 expenses incurred during the rate proceeding, and as necessary, I will file
24 supplemental testimony addressing such rate-case expenses. Oncor
25 Witness Mr. Schmidt further addresses Oncor's plan to address its ongoing
26 rate-case expenses.

27 **VI. RESULTS OF RESEARCH**

28 Q. PLEASE SUMMARIZE THE RATE-CASE PROCESS.

1 A. A rate case is a specialized type of litigation that requires an experienced
2 team and detailed management. The utility has the burden of proof and is
3 responsible for presenting on a vast array of substantive fields. Accordingly,
4 this requires a utility to engage many highly trained witnesses and rely on
5 inside or outside counsel to present and prosecute the case. Subject areas
6 are highly technical and data intensive.

7 Q. PLEASE DESCRIBE THE RATE-CASE TEAM THAT ONCOR HAS
8 ASSEMBLED FOR THIS PROCEEDING.

9 A. The key internal Oncor personnel involved in this rate case proceeding
10 include **Matthew C. Henry, James A. Greer, J. Michael Sherburne,**
11 **Robert A. Schmidt, Howard Fisher, and Joni Price.**

12 Matthew C. Henry, Senior Vice President, General Counsel and
13 Secretary of Oncor, has overall responsibility for this rate case. Before
14 joining Oncor in his current role, Mr. Henry served as outside counsel to
15 Oncor.

16 James A. Greer, Executive Vice President and Chief Operating
17 Officer for Oncor, provides in his direct testimony an overview of the relief
18 Oncor is seeking in this rate case, why that relief is necessary, and the
19 testimony, schedules, and workpapers that Oncor is presenting to support
20 its request. Mr. Greer has been involved in making high-level policy
21 decisions that have helped shape the relief being sought by Oncor in this
22 case.

23 J. Michael Sherburne, Vice President – Regulatory, has worked for
24 Oncor or its predecessor companies for decades. Before assuming his
25 current role, he oversaw the Company's rates and financial analysis for a
26 number of years, and he has participated in numerous rate and regulatory
27 proceedings on behalf of the Company. Mr. Sherburne was involved in the
28 assignment of witnesses and witness coordinators to each of the topics

1 addressed in this case and has helped oversee the preparation and
2 organization of the rate filing package.

3 Mr. Schmidt is a Regulatory Manager in Oncor's Regulatory
4 Financial Department. Mr. Schmidt started with Oncor's predecessor in
5 1982, working in the internal audit group. In 1996, he moved into the
6 regulatory group and has been there for the past two decades. Mr. Schmidt
7 acts as a rate-case expense "gate keeper," reviewing all invoices and costs
8 submitted for recovery. Upon receipt of an invoice, Mr. Schmidt reviews the
9 invoice to confirm the math and to ensure that it complies with any
10 associated contract. He reviews the work descriptions and, when
11 appropriate, consults with the relevant team members to be sure the scope
12 of work and level of effort matches their expectations. He also makes sure
13 that all invoices are supported by appropriate receipts, using IRS guidelines
14 as a standard. As referenced previously, Mr. Schmidt is also providing
15 direct testimony on rate-case expenses in this proceeding.

16 In addition to Mr. Schmidt, Mr. Fisher, Senior Counsel in Oncor's
17 legal department, also reviews the invoices for legal services. Mr. Fisher, a
18 former Administrative Law Judge, was with the Company's primary outside
19 law firm from 1989-2004, when he joined the in-house legal team. He has
20 been part of the rate case team on Oncor's two previous general rate cases,
21 including reviewing legal services invoices.

22 Ms. Price, Oncor's Sr. Manager of Regulatory Support and
23 Compliance, has been at Oncor for 31 years, including 25 years in the
24 regulatory group. Her group is responsible for physically producing and
25 filing the rate filing package with the Commission and the 400-plus cities
26 Oncor serves. Her group is also responsible for all discovery administration:
27 assigning incoming discovery requests; physically gathering and preparing
28 responsive materials; and overseeing the Company's discovery process.

1 The outside legal team is under the leadership of **Tab R. Urbantke**,
2 a Partner at Hunton Andrews Kurth LLP (“Hunton”). Mr. Urbantke has
3 practiced energy regulatory law for 20 years and has represented Oncor in
4 numerous proceedings at the Commission. Mr. Urbantke works closely with
5 Oncor’s in-house regulatory and legal personnel on a regular basis and has
6 a deep knowledge of the Company’s business. He has worked on rate
7 cases for Oncor and others, including base-rate cases, interim rate cases,
8 and a variety of other proceedings. He has also worked on cases involving
9 proposed changes of control of Oncor. Mr. Urbantke is managing the
10 preparation and presentation of this rate case.

11 The other lawyers from Hunton working on this proceeding include:
12 **Myles F. Reynolds**, a Partner who has been representing energy
13 companies and utilities, including Oncor, for much of his 21 years of
14 practice; **Alan J. Marcuis**, a Partner who has represented Oncor in an array
15 of labor and employment matters for over 20 years; **James G. Ritter**, a
16 Senior Attorney who, in his 11 years of practice, has represented clients in
17 regulatory proceedings involving public utility rates and tariffs, certification
18 of generation and transmission facilities, utility mergers and acquisitions,
19 affiliate transactions, and other matters; **Lauren Freeland**, a Counsel who
20 has over nine years of experience representing utilities, including with the
21 preparation and defense of Oncor’s last base-rate case and several of
22 Oncor’s interim rate cases; and **Shane Thomas**, an Associate with one year
23 of experience representing utilities.

24 In addition to the team from Hunton, the outside legal team includes
25 the following attorneys from Vinson & Elkins LLP (“Vinson & Elkins”): **Jo**
26 **Ann Biggs**, a Partner with over 30 years of experience representing energy
27 companies and utilities, who began representing Oncor during its 1989 base
28 rate case and has longstanding familiarity with Oncor’s business and
29 employees; **Jaren A. Taylor**, a Partner who has represented utilities for 15

1 years and has overseen numerous transmission line CCN cases for Oncor;
2 **Winston P. Skinner**, a Counsel who has a decade of experience
3 representing utilities, including involvement in Oncor's prior rate case and
4 in cases involving proposed changes of control of Oncor; **Erik Jacobson**,
5 an Associate who has over seven years of litigation experience, including
6 three years of experience representing utilities; and **Jared Jones**, an
7 Associate who has two years of experience representing utilities.

8 The outside legal team for this rate case also includes **Richard L.**
9 **Adams**, the Principal of Richard L. Adams Law PLLC, who has represented
10 electric utilities continuously since 1975 and has participated in numerous
11 Oncor regulatory proceedings, including all prior base-rate cases since
12 1984 as well as cases involving proposed changes of control of Oncor.

13 Paralegals and other legal support staff will also help with this rate
14 case proceeding.

15 Q. PLEASE DESCRIBE ONCOR'S PROCESS FOR HIRING CONSULTANTS
16 FOR THE RATE CASE PROCEEDING.

17 A. At the outset of the case preparation, Matt Henry and Mike Sherburne
18 reviewed which resources could be met with in-house personnel and which
19 would require outside assistance. In some cases, outside assistance is
20 necessary because in-house resources lack the necessary specialization.
21 In others, outside consultants may be selected to provide independence. In
22 addition, it is helpful to have an outside, independent source for the
23 Company's depreciation study.

24 Q. PLEASE DESCRIBE THE OUTSIDE CONSULTANT AGREEMENTS
25 INCLUDING MANNER OF COMPENSATION.

26 A. The outside consultant agreements have been engaged by one of Oncor's
27 two outside law firms. Beyond the specific terms of compensation, the
28 agreements are generally consistent with each other. Most of the outside
29 consultants bill by the hour. The rates for the consultants are typical of the

1 types of services provided and commiserate with the individual consultant's
2 level of experience. Additionally, the agreements provide that Oncor will
3 reimburse consultants for hotels and travel expenses. As with its in-house
4 employees, Oncor instructs its outside consultants to minimize expenses
5 and to avoid luxury and unnecessary travel expenses. The engagement
6 letters include language provisions requiring consultants to minimize travel
7 by utilizing alternatives such as video and teleconferencing services, and
8 that a consultant shall use reasonable efforts to take advantage of available
9 discounts. Consultants are also generally required to confer with Hunton or
10 Vinson & Elkins, as applicable, before incurring an expense not
11 contemplated in the engagement letter. In addition, in light of precautions
12 taken for COVID-19, travel thus far has been limited if it has occurred at all.
13 Finally, the agreements provide for the ability to audit books and records of
14 the consultant related to fees and expenses charged.

15 Q. HOW DOES ONCOR DETERMINE WHICH RATE-CASE EXPENSES
16 SHOULD BE RECOVERED?

17 A. From communications I had with Mr. Urbantke, Ms. Freeland and others on
18 the rate case team, I understand that Oncor focuses on which costs are
19 incremental to the costs already included in the Company's rates when
20 determining which expenses should be included in the calculation of rates.
21 The incremental cost approach seeks to recover in rate-case expenses only
22 those costs that will be incurred as the result of a decision to use outside
23 consultants, studies, and counsel or that require in-house expenses that
24 would not have been incurred but for rate-case preparation and
25 participation. Thus, the time and salary of in-house employees are typically
26 not included in recoverable rate-case expenses.

27 Q. ARE OTHER COSTS ASSOCIATED WITH THE RATE CASE INCLUDED
28 IN THE CALCULATION OF RATES?

1 A. In previous cases, Oncor incurred costs related to employee travel;
2 however, due to COVID-19 restrictions, little to no travel costs have been
3 incurred to date with respect to this proceeding. I expect travel costs to
4 resume as COVID-19 restrictions are relaxed. In addition, Oncor typically
5 incurs costs associated with hearing transcripts and newspaper notices,
6 and other similar administrative items.

7 Q. IS ONCOR'S INCREMENTAL COST APPROACH REASONABLE?

8 A. Yes. By only capturing incremental costs in the recovery calculation,
9 expenses for time and salaries of Oncor employees—costs that should
10 already be included in test year expense—are not double recovered as rate-
11 case expenses. On the other hand, expenses that genuinely would not be
12 incurred but for the rate case are captured for recovery.

13 Q. IS THE RATE-CASE TEAM EMPLOYING ANY ADDITIONAL METHODS
14 TO MITIGATE COSTS ASSOCIATED WITH FILING THE RATE CASE?

15 A. Yes. First, many of the attorneys, witnesses, and support personnel have
16 prior experience working on Oncor rate cases. Much of their responsibilities
17 in this case are similar to responsibilities in past cases, which avoids the
18 time needed for individual attorneys and consultants to get up to speed on
19 specific issues, rather than starting from scratch. Second, on the legal side,
20 one cost mitigation strategy is to push work down to associates. Pushing
21 work down to associates ensures that work that is capable of being
22 completed by attorneys with less experience is done at the lowest possible
23 cost to Oncor. Additionally, Oncor has agreements with Hunton and Vinson
24 & Elkins for discounts from standard billing rates.

25 Q. HOW DOES ONCOR TRACK ALL OF ITS RATE-CASE EXPENSES?

26 A. Company witness Mr. Schmidt discusses in his direct testimony how Oncor
27 tracks its rate-case expenses. As a general matter, Oncor captures and
28 categorizes its rate-case costs using the Federal Energy Regulatory
29 Commission's Uniform System of Accounts ("USOA"). Certain subaccounts

1 are used as well, some of which are derived from the USOA, others of which
 2 are specific to Oncor. Additionally, all costs are assigned an eight-digit
 3 project code, which allows costs to be isolated and reviewed for recovery.
 4 The Company is also tracking legal costs by issue in the rate case so it can
 5 meet the new requirements of the RCE Rule. The outside attorneys code
 6 all of their time entries to one of the following categories or the associated
 7 “sequence” number:

8	Admin/Case Management	1
9	Policy	2
10	Capital	3
11	CWC	4
12	Self-Insurance Reserve	5
13	O&M / A&G / HR	6
14	Affiliate	7
15	ROE/Cost of Debt/Capital Structure	8
16	Taxes	9
17	Depreciation	10
18	Rate Design/Tariffs/Weather Normalization	11
19	Rate Case Expenses	12

20 **VII. OPINIONS AND CONCLUSIONS**

21 Q. DO ONCOR’S RATE-CASE EXPENSES MEET THE STANDARDS FOR
 22 REASONABLENESS UNDER THE *CITY OF EL PASO* CASE?

23 A. Yes. Oncor’s rate-case expenses are reasonable in light of the *City of El*
 24 *Paso* standards.

25 *Time and Labor Required/Nature and Complexities of the Case.* As
 26 discussed above, rate cases are complex and are typically required to be
 27 prepared on short timelines. A utility must have experienced and
 28 specialized individuals working to put together the application and
 29 supporting testimony, and perform necessary studies related to multiple

1 specialized issues including return on equity, capital prudence, affiliate
2 expenses, depreciation, and self-insurance. Outside counsel must prepare
3 briefs and respond to discovery with support from internal utility personnel.
4 The rate-case team must respond to discovery from other parties, file
5 rebuttal testimony, prepare for hearing, and prepare briefing following
6 hearings. In most instances, all of this takes place in less than a year or as
7 little as six months. This case requires tremendous coordination, time and
8 effort from an entire team of lawyers, consultants, and regulatory
9 specialists.

10 *Amount of Money or Value of Property or Interest at Stake.* Oncor's
11 total proposed revenue requirement in this case is approximately \$5.81
12 billion. While much of these amounts should not be controversial, the
13 amounts of money at stake in this proceeding are likely measured in the
14 hundreds of millions of dollars, and the interests—both for shareholders of
15 Oncor and for Texas ratepayers—are significant. Rate cases balance the
16 need to control electricity costs with the need to ensure that the States'
17 utilities remain financially healthy and have sufficient funds to maintain safe,
18 reliable service.

19 *Extent of Responsibilities and Potential Loss of Other Employment.*
20 The time commitment required of the outside lawyers and consultants
21 makes it very difficult for them to take on any other significant work. Their
22 work on behalf of Oncor may also create legal, business, and ethical conflict
23 issues that can limit the other parties for whom they may undertake work.

24 *Benefits to the Client.* The Company derives a real benefit from
25 having its team represent it in rate proceedings. The outside attorney teams
26 have decades of experience with Oncor and handling the issues presented
27 in this case. In many instances, the attorneys assigned to a particular issue
28 in this case have handled that issue previously. An example, as noted
29 above, is the use of in-house attorney, Mr. Fisher, to take the lead on federal

1 income tax issues. This is an issue that Mr. Fisher handles for Oncor on a
2 regular basis and with which he is very familiar. Similarly, the Company's
3 outside witnesses are handling issues on which they are recognized
4 experts. For example, Dane Watson, a partner at Alliance Consulting
5 Group who provides consulting services related to depreciation and
6 valuation, conducted a depreciation study and is providing testimony in
7 support of that study. I have personally worked with Mr. Watson in the past
8 as a deprecation witness on numerous other utility rate proceedings and am
9 familiar with his extensive experience with deprecation matters. In addition,
10 Ellen Lapson, a financial expert with forty years' experience addressing
11 utility financial issues, is providing testimony that addresses Oncor's capital
12 structure, and debt financing for Oncor. All of Oncor's outside witnesses
13 have demonstrated expertise in the areas on which they will testify.

14 Q. DO ONCOR'S RATE-CASE EXPENSES MEET THE STANDARDS FOR
15 REASONABLENESS UNDER THE RCE RULE?

16 A. Yes. Based on those factors that can be adequately evaluated at this point
17 in the proceeding, Oncor's rate-case expenses are reasonable under the
18 RCE Rule.

19 1. With respect to the first factor regarding the nature, extent, and
20 difficulty of the work done by the professionals on the case, as
21 discussed previously, rate cases such as this one, are complex
22 proceedings that require genuine specialization.

23 2. The second factor is focused on the time and labor required as
24 part of the proceeding. As discussed in more detail previously,
25 rate cases are time intensive proceedings that require a
26 significant amount of work from the rate case team on a relatively
27 short timeline.

28 3. The third factor directs the utility to provide information regarding
29 the fees paid to attorneys and other professionals. From my

1 experience in this field and my review of other Commission rate
2 cases, I am aware of billing rates that attorneys and other
3 professionals generally charge for litigation of this kind.
4 Compensation for outside counsel and consultants is typically
5 done on a per-hour basis with out-of-pocket expenses
6 reimbursed at cost. I have reviewed engagement letters with the
7 attorneys and outside consultants, which establish their billing
8 rates, and I will review invoices over the course of the proceeding.
9 The rates charged to Oncor in the relevant proceedings and the
10 measures employed to keep costs down are in line with what I
11 have encountered in other proceedings.

12 4. With respect to the fourth factor regarding expenses incurred for
13 lodging, meals and beverages, transportation, or other services,
14 it is not possible this early in the proceeding to fully evaluate this
15 factor, but pursuant to its agreements with outside counsel and
16 consultants, Oncor is committed to ensuring such costs are
17 reasonable and not excessive.

18 5. The fifth factor focuses on the nature and scope of the rate case.
19 Oncor is a regulated electric transmission and distribution service
20 provider that serves more than 10 million Texans. Oncor's total
21 proposed revenue requirement in this case is approximately
22 \$5.81 billion. As noted above, this case is an extremely complex
23 case that will require a substantial amount of time and effort on
24 the part of the attorneys and consultants involved. Certain
25 aspects of this factor, however, cannot be fully addressed at this
26 stage, as it is not clear whether certain novel issues may be
27 raised, how in-depth the discovery process will be, or the
28 occurrence or length of a hearing. Oncor will need to meet its

1 burden and respond to points raised by other parties to the
2 proceeding.

3 6. The sixth factor focuses on specific issues in the rate case and
4 the amount of rate-case expenses reasonably associated with
5 each issue. Similar to the point raised above, it is not possible to
6 fully opine on this point at this stage; however, the rate-case
7 expenses are being tracked by issue, and I believe the process
8 in place to monitor and limit costs is reasonable.

9 All of these factors weigh in favor of finding that Oncor's rate-case expenses
10 are reasonable.

11 Q. ARE YOU FAMILIAR WITH THE COMMISSION POLICY TO APPLY A
12 RATE CAP OF \$550 AN HOUR FOR ATTORNEYS AND CONSULTANTS?

13 A. Yes. In the past, Commission Staff has taken the position that any amount
14 above \$550 an hour charged by attorneys or consultants should be
15 presumed unreasonable. Commission Staff has justified this position by
16 pointing to an Attorney General directive requiring state agencies to seek
17 approval from the Attorney General's office before retaining counsel with
18 hourly rates in excess of \$525 per hour. This directive was issued in 2012
19 and was renewed in 2016 and 2019.

20 While the reasonableness of a \$550 rate cap has been litigated many
21 times, the Commission has only ruled on this issue once—Docket No.
22 51415. In that case, Southwestern Electric Power Company ("SWEPCO")
23 had retained an appellate lawyer and a tax lawyer whose fees were in
24 excess of \$550. The Commission found that SWEPCO did not show that
25 the "nature, extent, and difficulty of the work performed . . . justified hourly
26 rates in excess of \$550."⁴

⁴ *Application of Southwestern Electric Power Company for Authority to Change Rates*,
Docket No. 51415, Final Order at Finding of Fact No. 308 (Jan. 14, 2022).

1 Q. DO YOU BELIEVE THAT A \$550 HOURLY RATE CAP IS REASONABLE
2 IN THIS CASE?

3 A. No. As previously stated, the Commission Staff's proposed \$550 rate cap
4 is based on the Attorney General's 2012 directive that state agencies must
5 seek permission before retaining attorneys charging in excess of \$525. The
6 Attorney General's general cap is not and never has been a prohibition on
7 attorneys fees above that rate. While some areas of law may be relatively
8 straightforward and related legal work could be performed by any number
9 of lawyers, other areas of the law are more specialized and complex,
10 commanding higher rates. The Attorney General's directive implicitly
11 recognizes this as it contains a process for state agencies to receive
12 permission to hire attorneys at a rate in excess of the \$525 per hour.

13 Q. WHAT MAKES AN AREA OF LAW STRAIGHTFORWARD AS OPPOSED
14 TO COMPLEX?

15 A. Straightforward areas of the law typically have fewer relevant statutes and
16 involve simpler legal concepts. For example, there are thousands of
17 lawyers capable of representing clients in a slip and fall case or a car
18 accident case. The laws surrounding such cases can be mastered quickly,
19 enabling an attorney with litigation experience to handle such matters
20 competently. Consequently, rates in straightforward areas of law tend to be
21 lower.

22 On the other hand, certain areas of law such as anti-trust and
23 securities are governed by many lengthy statutes and regulations.
24 Attorneys spend significant amounts of time mastering these laws, making
25 these areas generally inaccessible to lawyers who do not specialize in those
26 fields. Lawyers who have specialized in complex areas can charge higher
27 rates because practice in this area involves significant expertise.

28 Q. ARE ELECTRIC UTILITY RATE PROCEEDINGS STRAIGHTFORWARD
29 OR COMPLEX?

1 A. Electric utility rate cases involve a highly complex area of law, analogous to
2 antitrust and securities. There are numerous statutes, rules, Commission
3 decisions and a broad body of case law with which the practitioners must
4 be familiar. Additionally, practitioners who represent utilities must have a
5 deep understanding of utility operations, accounting, and the ratemaking
6 process. Any one subject of a utility rate case can be complex, but most
7 practitioners must be able to manage numerous components within a major
8 rate case. Unlike the attorneys representing intervenors, they may not
9 simply pick and choose certain portions of the rate-case proceedings to
10 master. Consequently, only attorneys with years of experience in rate
11 proceedings are competent to handle such cases.

12 Q. ARE THERE ARE OTHER VARIABLES THAT SHOULD BE
13 CONSIDERED WHEN DETERMINING WHETHER A \$550 RATE CAP IS
14 REASONABLE?

15 A. Yes. Both the local and national economy have experienced significant
16 inflation from the time Commission Staff first advocated for a \$550 hourly
17 rate cap in 2013. According to the consumer price index published by the
18 U.S. Bureau of Labor Statistics on March 10, 2022, prices have increased
19 by 22% since 2013. Thus, \$550 in 2013 is equivalent to \$670 today.

20 I think it is more reasonable for the Commission to evaluate the
21 reasonableness of rate-case expenses as a whole rather than focusing on
22 attorney hourly rates. When evaluating attorney rates, a reasonable
23 approach would be to look at a variety of factors including years of
24 experience, rates charged to other clients for similarly complex matters, and
25 rates of other attorneys with similar experience and expertise. In this case,
26 the rates charged to Oncor by attorneys and consultants are reasonable in
27 light of the experience and expertise of each of the attorneys and
28 consultants. Ultimately, if the Commission determines that an hourly rate

1 cap is appropriate, then I recommend, at a minimum, that the cap should
2 be adjusted for inflation over time.

3 Q. HAVE OTHER REGULATORY BODIES FOUND RATES SIMILAR TO
4 THOSE CHARGED IN THIS CASE REASONABLE?

5 Yes. The Railroad Commission of Texas ("RRC") recently approved
6 settlements which found hourly attorney rates of \$877.50 per hour to be
7 reasonable in two separate gas utility rate proceedings.⁵ Gas utility rate
8 proceedings are similar in nature to electric utility rate proceedings and
9 involve many of the same ratemaking principles. There is also considerable
10 overlap among electric utility lawyers and gas utility lawyers; in fact, Winston
11 P. Skinner of Vinson & Elkins, who is an attorney for Oncor in this
12 proceeding, participated in both of these RRC cases on behalf of the
13 applicant gas utilities.

14 Q. SHOULD ANY OF ONCOR'S RATE-CASE EXPENSES BE EXCLUDED
15 FROM RECOVERY UNDER SUBSECTION (c) OF THE RCE RULE?

16 A. Not based on my review so far. The amounts being charged by the
17 attorneys and other professionals in this case are not extreme or excessive.
18 Higher hourly rates are consistent with years of experience and level of
19 specialization. Although all costs for lodging, travel, and meals have not yet
20 been incurred, Oncor has encouraged its employees, lawyers, and
21 consultants to steer clear of travel expenses that are luxurious or
22 unnecessary, and Company witness Mr. Schmidt coordinates the review of

⁵ See *Statement of Intent Filed by Hooks Gas Pipeline, LLC to Increase and Consolidate Rates for Hooks Gas Pipeline, LLC, Texas Gas Pipeline Company, LLC and 1486 Pipeline, LLC*, Railroad Commission of Texas Docket No. OS-20-00004866, Proposal for Decision at 14 (Mar. 23, 2021) (finding Vinson & Elkins' hourly attorney rates of \$647.40 to \$877.50 to be reasonable); *id.*, Final Order at 5-6 (Apr. 13, 2021) (approving Proposal for Decision); *Statement of Intent Filed by Universal Natural Gas Inc. to Increase and Consolidate Rates in the Unincorporated Areas Served by Universal Natural Gas, LLC d/b/a Universal Natural Gas, Inc., Consumers Gas Company, LLC d/b/a Consumers Gas Company, Inc., Enertex NB, LLC, and Gas Energy, LLC*, Railroad Commission of Texas Docket No. OS-20-00004865, Proposal for Decision at 22 (Mar. 31, 2021) (finding Vinson & Elkins' hourly attorney rates which ranged up to \$877.50 to be reasonable); *id.*, Final Order at 7 (Apr. 13, 2021) (approving Proposal for Decision).

1 invoices and reimbursement expenses to ensure compliance with that
2 directive. By clearly delineating areas of responsibility for each witness,
3 lawyer, and regulatory coordinator, Oncor has minimized duplication of
4 effort. Oncor has demonstrated a need for this rate case, was required to
5 file this case, and the issues presented in this rate case appear to be bona
6 fide issues requiring Commission input. For all of these reasons and the
7 reasons noted above, Oncor should be permitted to recover its rate-case
8 expenses under the RCE Rule. If the rate-case expense issue does not
9 settle, I will provide supplemental testimony confirming that expenses from
10 this point forward met the requirements of subsection (b) of the RCE Rule
11 and did not warrant exclusion under subsection (c) of the RCE Rule.

12 Q. WHY IS IT IMPORTANT FOR AN INVESTOR-OWNED UTILITY SUCH AS
13 ONCOR TO BE ABLE TO RECOVER THE FULL AMOUNT OF ITS RATE-
14 CASE EXPENSES?

15 A. As utilities face increasing challenges in the operation of the grid which
16 impact their ability to provide safe and reliable electric service, it is
17 particularly important that utilities have skilled and experienced attorneys
18 and consultants to support the recovery of the costs required to meet those
19 challenges. Utilities should be incented to employ well qualified advisors so
20 that the information and analysis presented to the Commission and other
21 parties in rate proceedings is clear and well supported. This allows for more
22 complete and comprehensible review of utilities' expenses and operations
23 and, consequently, more efficient proceedings. This can be encouraged
24 by allowing utilities to recover reasonable and necessary rate-case
25 expenses that are not arbitrarily disallowed by outdated policies or
26 practices.

27 Q. DOES THIS CONCLUDE YOUR DIRECT TESTIMONY?

28 A. Yes.


STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

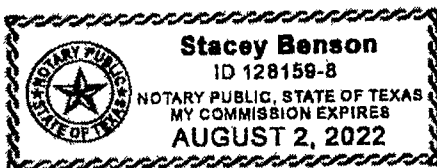
BEFORE ME, the undersigned authority, on this day personally appeared Andrea M. Stover, who, having been placed under oath by me, did depose as follows:

My name is Andrea M. Stover. I am of legal age and a resident of the State of Texas. The foregoing direct testimony and attached exhibit offered by me is true and correct, and the opinions stated therein are, to the best of my knowledge and belief, accurate, true and correct.


Andrea M. Stover

SUBSCRIBED AND SWORN TO BEFORE ME by the said Andrea M. Stover
this 13 day of April, 2022.


Notary Public, State of Texas



Andrea Moore Stover



PARTNER

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EDUCATION AND HONORS

J.D., American University, Washington
College of Law, 2004, *magna cum laude*
Order of the Coif
Senior Note and Comment Editor,
American University Law Review

B.A., The University of Texas, 1996

Recognized in *Chambers USA*, 2017,
2018, 2019 & 2020

United Way of Greater Austin Women's
Leadership Council Executive Committee,
2012-2016

Andrea Moore Stover's practice focuses on counseling and representing clients in energy transactions and regulatory matters before the Public Utility Commission of Texas (PUCT), the State Office of Administrative Hearings (SOAH), Electric Reliability Council of Texas (ERCOT) as well as litigation in state and federal courts. A representative list of her clients includes electric utilities, power generators (including thermal, renewable, and cogeneration), retail electric providers (REPs), large industrial customers, financial institutions, and other investors. Ms. Stover also represents clients related water utility issues, including large commercial and industrial customers, municipal water utilities, and investor owned utilities. In addition, Ms. Stover represents oil and gas clients in matters before the Texas Railroad Commission (RRC).

EXPERIENCE

Electric Regulatory - Ms. Stover has represented and counseled a wide range of electric market participants in transactions and regulatory proceedings. She has represented clients in a variety of contested proceedings before the PUCT and SOAH including base and interim rate proceedings, transmission line CCN proceedings, merger approvals, disputes with the ERCOT, REP certification applications and amendments, enforcement and complaint proceedings, PGC registration, rulemakings, and other contested proceedings. Ms. Stover has also represented clients in appeals of decisions from the PUCT. Ms. Stover's transactional experience includes regulatory counseling to clients in mergers, project finance, and other transactions related to electric utilities, REPs, and PGCs.

Water Regulatory - Ms. Stover has represented and advised a variety of clients related to PUCT regulatory matters. She has represented large industrial clients in retail rate challenges and service area disputes. She has also represented municipal water utility in wholesale rate dispute and

Andrea Moore Stover

Austin ISD's Community Bond Oversight
Committee *Member, 2013-2016*

Leadership Austin *Emerge Program,*
2011*Emerge Volunteer Committee, 2011*

Mainspring Schools *Board of Directors,*
2006-2008

COURT ADMISSIONS & AFFILIATIONS

State Bar of Texas Administrative and
Public Law Section *Executive Council,*
2014-present

District of Columbia Bar

United States District Court for the
Western District of Texas

Association of Women in Energy *Board*
Member, 2016-Present

Texas Utility Lawyers

American Bar Association

Energy Bar Association

Austin Bar Association

service territory disputes. Ms. Stover has also counseled clients on PUCT regulatory issues and potential PUCT merger, sale, transfer approvals.

Oil & Gas Regulatory – Ms. Stover has represented and advised clients in oil and gas regulatory matters before the RRC including injection well permit contested case hearings, flaring permits, and the transfer or construction of oil and liquids pipeline assets.

Other Regulatory Experience

- Counseled clients regarding energy project siting issues, including eminent domain issues.
- Represented a homeowner's insurance company in rate proceedings at the Texas Department of Insurance and SOAH.
- Represented and advised clients in a variety of Public Information Act (Open Records) matters.

PUBLICATIONS, SPEECHES, AND PRESENTATIONS

- PUCT Staff Clarifies COVID-19 Electricity Relief Program, Energy Regulatory Update, April 2020
- Siting and Permitting for Energy Projects: Managing the Risks, March 26, 2019
- Electric Transmission Lines in Texas, Texas Utility Lawyers, October 2017
- Challenges to the Utility Business Model, Presentation and Panel Discussion, Gulf Coast Power Association Spring Conference, April 2017
- Ensuring Grid Reliability - Litigating the Need for the Houston Import Project, Texas Utility Lawyers, October 2015

**2022 RATE CASE
ONCOR ELECTRIC DELIVERY COMPANY LLC
WORKPAPERS FOR
THE DIRECT TESTIMONY OF
ANDREA M. STOVER**

Ms. Stover has no supporting workpapers for her direct testimony.

**TARIFF
FOR
RETAIL DELIVERY SERVICE**

ONCOR ELECTRIC DELIVERY COMPANY LLC

1616 Woodall Rodgers Fwy
Dallas, Texas 75202-1234

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

Table of Contents

Applicable: Entire Certified Service Area
Effective Date:

Page 1 of 7
Revision: Twenty-One

TABLE OF CONTENTS

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

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

Table of Contents

Applicable: Entire Certified Service Area
Effective Date:

Page 2 of 7
Revision: Twenty-One

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

Tariff for Retail Delivery Service Oncor Electric Delivery Company LLC

Table of Contents

Applicable: Entire Certified Service Area
Effective Date:

Page 3 of 7
Revision: Twenty-One

4.4	BILLING AND REMITTANCE	31
4.4.1	CALCULATION AND TRANSMITTAL OF DELIVERY SERVICE INVOICES	31
4.4.2	CALCULATION AND TRANSMITTAL OF CONSTRUCTION SERVICE CHARGES	32
4.4.3	INVOICE CORRECTIONS	32
4.4.4	BILLING CYCLE	32
4.4.5	REMITTANCE OF INVOICED CHARGES	33
4.4.6	DELINQUENT PAYMENTS	33
4.4.7	PARTIAL PAYMENTS	33
4.4.8	INVOICE DISPUTES	34
4.4.9	SUCCESSOR COMPETITIVE RETAILER	34
4.5	SECURITY DEPOSITS AND CREDITWORTHINESS	35
4.5.1	SECURITY RELATED TO TRANSITION CHARGES	35
4.5.2	SECURITY RELATED TO OTHER DELIVERY CHARGES	35
4.5.2.1	DEPOSIT REQUIREMENTS	35
4.5.2.2	SIZE OF DEPOSIT	35
4.5.2.3	FORM OF DEPOSIT	35
4.5.2.4	INTEREST	35
4.5.2.5	HISTORICAL DEPOSIT INFORMATION	36
4.5.2.6	REFUND OF DEPOSIT	36
4.6	DEFAULT AND REMEDIES ON DEFAULT	36
4.6.1	COMPETITIVE RETAILER DEFAULT	36
4.6.2	REMEDIES ON DEFAULT	36
4.6.2.1	DEFAULT RELATED TO FAILURE TO REMIT PAYMENT OR MAINTAIN REQUIRED SECURITY	36
4.6.2.2	DEFAULT RELATED TO FAILURE TO SATISFY OBLIGATIONS UNDER TARIFF	37
4.6.2.3	DEFAULT RELATED TO DE-CERTIFICATION	37
4.6.3	CURE OF DEFAULT	37
4.7	MEASUREMENT AND METERING OF SERVICE	38
4.7.1	MEASUREMENT	38
4.7.2	METER READING	38
4.7.2.1	DENIAL OF ACCESS BY RETAIL CUSTOMER	38
4.7.2.2	ESTIMATES FOR REASONS OTHER THAN FOR DENIAL OF ACCESS BY RETAIL CUSTOMER	39
4.7.2.3	STANDARD METER DATA	40
4.7.3	REPORTING MEASUREMENT DATA	40
4.7.4	METER TESTING	40
4.7.5	INVOICE ADJUSTMENT DUE TO METER INACCURACY, METER TAMPERING OR THEFT	41
4.8	DATA EXCHANGE	41
4.8.1	DATA FROM METER READING	41
4.8.1.1	DATA RELATED TO INTERVAL METERS	42
4.8.1.2	DATA REPORTED BY VOLUMETRIC (KWH) METERS	42
4.8.1.3	METER READINGS FOR THE PURPOSE OF A SELF-SELECTED SWITCH OR TO VERIFY ACCURACY OF METER READING	42
4.8.1.4	ESTIMATED USAGE	42
4.8.1.5	METER/BILLING DETERMINANT CHANGES	43
4.8.1.6	NOTICE OF PLANNED AND UNPLANNED INTERRUPTIONS TO MARKET COMMUNICATIONS AND DATA EXCHANGE	43

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

Table of Contents

Applicable: Entire Certified Service Area
Effective Date:

Page 4 of 7
Revision: Twenty-One

4.8.2	DATA FOR UNMETERED LOADS.....	44
4.8.3	ADJUSTMENTS TO PREVIOUSLY TRANSMITTED DATA.....	44
4.8.4	DATA EXCHANGE PROTOCOLS	44
4.9	DISPUTE RESOLUTION PROCEDURES	45
4.9.1	COMPLAINT PROCEDURES	45
4.9.2	COMPLAINT WITH REGULATORY AUTHORITY	45
4.10	SERVICE INQUIRIES	45
4.11	OUTAGE AND SERVICE REQUEST REPORTING.....	46
4.11.1	NOTIFICATION OF INTERRUPTIONS, IRREGULARITIES, AND SERVICE REQUESTS	46
4.11.2	RESPONSE TO REPORTS OF INTERRUPTIONS AND REPAIR REQUESTS.....	47
CHAPTER 5:	SERVICE RULES AND REGULATIONS RELATING TO THE PROVISION OF DELIVERY SERVICE TO RETAIL CUSTOMERS.....	48
5.1	GENERAL	48
5.1.1	APPLICABILITY OF CHAPTER	48
5.1.2	COMPANY CONTACT INFORMATION.....	48
5.2	LIMITS ON LIABILITY	48
5.2.1	LIABILITY BETWEEN COMPANY AND RETAIL CUSTOMERS.....	48
5.2.2	LIMITATION OF DUTY AND LIABILITY OF COMPETITIVE RETAILER	49
5.2.3	DUTY TO AVOID OR MITIGATE DAMAGES	49
5.2.4	FORCE MAJEURE	49
5.2.5	EMERGENCIES AND NECESSARY INTERRUPTIONS.....	49
5.2.6	LIMITATION OF WARRANTIES BY COMPANY	50
5.3	SERVICE	50
5.3.1	INITIATION OF DELIVERY SYSTEM SERVICE (SERVICE CONNECTION).....	50
5.3.1.1	INITIATION OF DELIVERY SYSTEM SERVICE WHERE CONSTRUCTION SERVICES ARE NOT REQUIRED	50
5.3.1.2	INITIATION OF DELIVERY SYSTEM SERVICE WHERE CONSTRUCTION SERVICES ARE REQUIRED.....	51
5.3.2	REQUESTS FOR CONSTRUCTION SERVICES	51
5.3.3	CHANGING OF DESIGNATED COMPETITIVE RETAILER.....	51
5.3.4	SWITCHING FEES AND SWITCHOVERS	51
5.3.5	IDENTIFICATION OF THE PREMISES AND SELECTION OF RATE SCHEDULES	51
5.3.6	CHANGES IN RATE SCHEDULES.....	52
5.3.7	SUSPENSION OF SERVICE	52
5.3.7.1	URGENT SUSPENSIONS.....	52
5.3.7.2	OTHER SUSPENSIONS	53
5.3.7.3	RESTORATION OF SERVICE	53
5.3.7.4	PROHIBITED SUSPENSION OR DISCONNECTION	53
5.3.8	DISCONNECTION AND RECONNECTION OF SERVICE TO RETAIL CUSTOMER'S FACILITIES.....	54
5.4	ELECTRICAL INSTALLATION AND RESPONSIBILITIES	54
5.4.1	RETAIL CUSTOMER'S ELECTRICAL INSTALLATION AND ACCESS.....	54

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

Table of Contents

Applicable: Entire Certified Service Area
Effective Date:

Page 5 of 7
Revision: Twenty-One

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

Tariff for Retail Delivery Service Oncor Electric Delivery Company LLC

Table of Contents

Applicable: Entire Certified Service Area
Effective Date:

Page 6 of 7
Revision: Twenty-One

5.11.1	SERVICE INQUIRIES.....	65
5.11.2	COMPLAINTS.....	66
5.11.3	BILLING INQUIRIES.....	66
5.12	OUTAGE REPORTING.....	66
5.12.1	NOTIFICATION OF INTERRUPTIONS, IRREGULARITIES, AND SERVICE REPAIR REQUESTS.....	66
5.12.2	RESPONSE TO REPORTS OF INTERRUPTIONS AND REPAIR REQUESTS.....	66
CHAPTER 6:	COMPANY SPECIFIC ITEMS.....	67
6.1	RATE SCHEDULES.....	67
6.1.1	DELIVERY SYSTEM CHARGES	67
6.1.1.1	CHARGES FOR TRANSMISSION AND DISTRIBUTION SYSTEM SERVICE	67
6.1.1.1.1	RESIDENTIAL SERVICE	67
6.1.1.1.2	SECONDARY SERVICE LESS THAN OR EQUAL TO 10 KW	69
6.1.1.1.3	SECONDARY SERVICE GREATER THAN 10 KW	72
6.1.1.1.4	PRIMARY SERVICE LESS THAN OR EQUAL TO 10 KW	74
6.1.1.1.5	PRIMARY SERVICE GREATER THAN 10 KW - DISTRIBUTION LINE.....	75
6.1.1.1.6	PRIMARY SERVICE GREATER THAN 10 KW - SUBSTATION	77
6.1.1.1.7	TRANSMISSION SERVICE	79
6.1.1.1.8	LIGHTING SERVICE	81
6.1.1.2	SCHEDULE TC.....	90
6.1.1.2.1	TC - TRANSITION CHARGE.....	90
6.1.1.3	CTC.....	91
6.1.1.3.1	RIDER CTC - COMPETITION TRANSITION CHARGE	91
6.1.1.4	CHARGES FOR SBF	92
6.1.1.4.1	RIDER SBF - SYSTEM BENEFIT FUND	92
6.1.1.5	CHARGES FOR NUCLEAR DECOMMISSIONING	93
6.1.1.5.1	RIDER NDC - NUCLEAR DECOMMISSIONING CHARGES	93
6.1.1.6	OTHER CHARGES.....	94
6.1.1.6.1	RIDER TRANSMISSION COST RECOVERY FACTOR (TCRF).....	94
6.1.1.6.2	RIDER CMC - COMPETITIVE METERING CREDIT	98
6.1.1.6.3	RIDER EECRF - ENERGY EFFICIENCY COST RECOVERY FACTOR.....	99
6.1.1.6.4	RIDER DISTRIBUTION COST RECOVERY FACTOR (DCRF)	101
6.1.1.6.5	RIDER RCE- RATE CASE EXPENSE SURCHARGE	104
6.1.1.6.6	RIDER ISR - INTEREST SAVINGS REFUND	105
6.1.2	DISCRETIONARY SERVICE CHARGES (PREMISES WITH A STANDARD METER) ..	107
6.1.2.1	UNIFORM DISCRETIONARY SERVICE CHARGES.....	108
6.1.2.2	CONSTRUCTION SERVICE CHARGES	114
6.1.2.3	COMPANY-SPECIFIC DISCRETIONARY SERVICE CHARGES OTHER THAN CONSTRUCTION SERVICE CHARGES	120
6.1.2.4	DISTRIBUTED GENERATION CHARGES	123
6.1.3	DISCRETIONARY SERVICE CHARGES (PREMISES WITH A NON-STANDARD METER OTHER THAN AN AMS-M METER, AND PREMISES WITH UNMETERED SERVICE)	124
6.1.3.1	UNIFORM DISCRETIONARY SERVICE CHARGES.....	125
6.1.3.2	CONSTRUCTION SERVICE CHARGES	132
6.1.3.3	COMPANY-SPECIFIC DISCRETIONARY SERVICE CHARGES OTHER THAN CONSTRUCTION SERVICE CHARGES	138
6.1.3.4	DISTRIBUTED GENERATION CHARGES	141

Tariff for Retail Delivery Service Oncor Electric Delivery Company LLC

Table of Contents

Applicable: Entire Certified Service Area
Effective Date:

Page 7 of 7
Revision: Twenty-One

6.1.4	DISCRETIONARY SERVICE CHARGES (PREMISES WITH AN AMS-M METER)	142
6.1.4.1	UNIFORM DISCRETIONARY SERVICE CHARGES.....	143
6.1.4.2	CONSTRUCTION SERVICE CHARGES	150
6.1.4.3	COMPANY-SPECIFIC DISCRETIONARY SERVICE CHARGES OTHER THAN CONSTRUCTION SERVICE CHARGES	156
6.1.4.4	DISTRIBUTED GENERATION CHARGES	159
6.2	COMPANY-SPECIFIC TERMS AND CONDITIONS	160
6.2.1	DEFINITIONS	160
6.2.2	STANDARD VOLTAGES	162
6.2.3	ADDITIONAL DELIVERY SERVICE INFORMATION	163
6.2.4	ADDITIONAL DISCRETIONARY SERVICE INFORMATION.....	165
6.3	AGREEMENTS AND FORMS	166
6.3.1	FACILITIES EXTENSION AGREEMENT	166
6.3.2	TRANSMISSION/SUBSTATION FACILITY EXTENSION AGREEMENT	168
6.3.3	INTERCONNECTION AND PARALLEL OPERATION OF DISTRIBUTED GENERATION	170
6.3.4	AGREEMENT FOR INTERCONNECTION AND PARALLEL OPERATION OF DISTRIBUTED GENERATION	173
6.3.5	DISCRETIONARY SERVICE AGREEMENT.....	180
6.3.6	EASEMENT AND RIGHT OF WAY (FORM 50.2000)	182
6.3.7	EASEMENT AND RIGHT OF WAY (FORM 50.2100)	184
6.3.8	EASEMENT AND RIGHT OF WAY (FORM 50.3200)	185
6.3.9	EASEMENT AND RIGHT OF WAY (FORM 50.3400)	186
6.3.10	EASEMENT AND RIGHT OF WAY (FORM 50.3500)	187
6.3.11	EASEMENT AND RIGHT OF WAY (FORM 50.3700)	188
6.3.12	GRANT OF EASEMENT (VETERAN'S LAND BOARD)	189
6.3.13	GRANT OF EASEMENT (VETERAN'S LAND BOARD)	191
6.3.14	AGREEMENT AND TERMS AND CONDITIONS FOR PULSE METERING EQUIPMENT INSTALLATION.....	193
6.3.15	AGREEMENT FOR METER OWNERSHIP AND/OR ACCESS FOR NON-COMPANY OWNED METERS	195
6.3.16	COMPETITIVE METERING LETTER OF AGENCY	200
6.3.17	AGREEMENT FOR STREET LIGHTING SERVICE	202
6.3.18	AGREEMENT FOR INTERCONNECTION OF DISTRIBUTED GENERATION RESOURCE	209
6.3.100.2	AGREEMENT FOR UNDERGROUND FACILITIES AND COST RECOVERY.....	239
6.4	RATE ADMINISTRATION	242
6.4.1	CITIES IN WHICH RIDER UFCRF AND THE AGREEMENT FOR UNDERGROUND FACILITIES AND COST RECOVERY HAVE BEEN APPROVED	242
APPENDIX A	243
AGREEMENT BETWEEN COMPANY AND COMPETITIVE RETAILER REGARDING TERMS AND CONDITIONS OF DELIVERY OF ELECTRIC POWER AND ENERGY (DELIVERY SERVICE AGREEMENT)		243

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

Chapter 1: Definitions

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

Page 1 of 7
Revision: Seven

Chapter 1: Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Chapter 1: Definitions

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

Page 2 of 7
Revision: Seven

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Chapter 1: Definitions

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

Page 3 of 7
Revision: Seven

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Chapter 1: Definitions

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

Page 4 of 7
Revision: Seven

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

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

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

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

KILOWATT (kW). 1,000 watts.

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

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

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

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

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

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

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

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

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

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

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

Chapter 1: Definitions

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

Page 5 of 7
Revision: Seven

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Chapter 1: Definitions

Applicable: Entire Certified Service Area

Effective Date: January 15, 2015

Page 6 of 7

Revision: Seven

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

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

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

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

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

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

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

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

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

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

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

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

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

Chapter 1: Definitions

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

Page 7 of 7
Revision: Seven

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

UNMETERED SERVICE. Delivery Service to Premises without a Meter.

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

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

Chapter 2: Descriptions of Company's Certified Service Area

Applicable: Entire Certified Service Area

Effective Date:

Page 1 of 3

Revision: Five

Chapter 2: Descriptions of Company's Certified Service Area

2.0 Utility Operations

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

2.1 Cities Served by Oncor

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

Tariff for Retail Delivery Service Oncor Electric Delivery Company LLC

Chapter 2: Descriptions of Company's Certified Service Area

Applicable: Entire Certified Service Area

Effective Date:

Page 2 of 3

Revision: Five

Haslet	Mansfield	Prosper
Heath	Marlin	Pyote
Hebron	Marquez	Quinlan
Henrietta	Mart	Ranger
Hewitt	Maypearl	Ravenna
Hickory Creek	McGregor	Red Oak
Hideaway	McKinney	Reno (Lamar Co.)
Highland Park	McLendon-Chisholm	Reno (Parker Co.)
Hillsboro	Melissa	Retreat
Holland	Melvin	Rhome
Holliday	Mertens	Rice
Honey Grove	Mesquite	Richardson
Howe	Mexia	Richland
Hubbard	Midland	Richland Hills
Hudson	Midlothian	Richland Springs
Hudson Oaks	Milano	Riesel
Huntington	Mildred	River Oaks
Hurst	Millford	Roanoke
Hutchins	Millsap	Robinson
Hutto	Mineral Wells	Rockdale
Iowa Park	Mobile City	Rockwall
Irving	Monahans	Rogers
Italy	Moody	Roscoe
Itasca	Morgan's Point Resort	Rosebud
Jacksboro	Mount Calm	Rosser
Jacksonville	Muenster	Round Rock
Jarrell	Murchison	Rowlett
Jewett	Murphy	Roxton
Jolly	Mustang	Royse City
Josephine	Nacogdoches	Runaway Bay
Joshua	Navarro	Rusk
Justin	Nevada	Sachse
Kaufman	New Chapel Hill	Sadler
Keene	New Fairview	Saginaw
Keller	New Summerfield	Salado
Kemp	Newark	Sanctuary
Kennedale	Neylandville	Sansom Park Village
Kerens	Nolanville	Savoy
Killeen	Noonday	Seagoville
Knollwood	Northlake	Shady Shores
Krum	North Richland Hills	Sherman
Lacy-Lakeview	O'Donnell	Snyder
Ladonia	Oak Grove	Southlake
Lake Bridgeport	Oak Leaf	Southmayd
Lake Dallas	Oak Point	Springtown
Lake Worth	Oak Valley	St. Paul
Lakeside	Oakwood	Stanton
Lakeside City	Odessa	Stephenville
Lamesa	Oglesby	Streetman
Lancaster	Overton	Sulphur Springs
Latexo	Ovilla	Sunnyvale
Lavon	Palestine	Sweetwater
Leona	Palmer	Taylor
Leroy	Pantego	Teague
Lewisville	Paradise	Tehuacana
Lindale	Paris	Temple
Lindsay	Parker	Terrell
Lipan	Payne Springs	The Colony
Little Elm	Pecan Gap	Thorndale
Little River Academy	Pecan Hill	Thornton
Lorraine	Penelope	Thorntonville
Lorena	Pflugerville	Thrall
Lott	Plano	Tira
Lovelady	Pleasant Valley	Tool
Lowry Crossing	Poetry	Trinidad
Lucas	Ponder	Trophy Club
Lufkin	Post Oak Bend	Troup
Mabank	Pottsboro	Troy
Malakoff	Powell	Tyler
Malone	Poynor	University Park
Manor	Princeton	Valley View

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

Chapter 2: Descriptions of Company's Certified Service Area

Applicable: Entire Certified Service Area

Effective Date:

Page 3 of 3

Revision: Five

Van	Westbrook	Windom
Van Alstyne	Westover Hills	Wink
Venus	Westworth Village	Wolfe City
Waco	White Settlement	Woodway
Watauga	Whitehouse	Wortham
Waxahachie	Wichita Falls	Wylie
Weatherford	Wickett	Yantis
Weir	Willow Park	Zavalla
Wells	Wills Point	
West	Wilmer	

2.2 Counties Served by Oncor

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

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

Chapter 3: General Service Rules & Regulations

Applicable: Entire Certified Service Area

Effective Date: January 15, 2015

Page 1 of 4

Revision: Three

Chapter 3: General Service Rules & Regulations

3.1. APPLICABILITY

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

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

3.2 GENERAL

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

3.3 DESCRIPTION OF SERVICE

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

3.4 CHARGES ASSOCIATED WITH DELIVERY SERVICE

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

3.5 AVAILABILITY OF TARIFF

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

Tariff for Retail Delivery Service Oncor Electric Delivery Company LLC

Chapter 3: General Service Rules & Regulations

Applicable: Entire Certified Service Area

Effective Date: January 15, 2015

Page 2 of 4

Revision: Three

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

3.6 CHANGES TO TARIFF

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

3.7 NON-DISCRIMINATION

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

3.8 FORM AND TIMING OF NOTICE

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

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

Chapter 3: General Service Rules & Regulations

Applicable: Entire Certified Service Area

Effective Date: January 15, 2015

Page 3 of 4

Revision: Three

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

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

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

3.10 INVOICING TO STATE AGENCIES

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

3.11 GOVERNING LAWS AND REGULATIONS

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

3.12 GOOD-FAITH OBLIGATION

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

3.13 QUALITY OF DELIVERY SERVICE

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

3.14 COOPERATION IN EMERGENCIES

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

3.15 SUCCESSORS AND ASSIGNS

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

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

Chapter 3: General Service Rules & Regulations

Applicable: Entire Certified Service Area

Effective Date: January 15, 2015

Page 4 of 4

Revision: Three

3.16 EXERCISE OF RIGHT TO CONSENT

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

3.17 WAIVERS

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

3.18 HOURS OF OPERATION

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

3.19 PUBLIC SERVICE NOTICE

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

3.20 HEADINGS

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

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

Chapter 4: Service Rules & Regulations (Competitive Retailers)

Applicable: Entire Certified Service Area

Effective Date: January 15, 2015

Page 1 of 25

Revision: Six

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

4.1 GENERAL SERVICE RULES AND REGULATIONS

4.1.1 APPLICABILITY OF CHAPTER

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

4.1.2 REQUIRED NOTICE

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

4.2 LIMITS ON LIABILITY

4.2.1 LIABILITY BETWEEN COMPANY AND COMPETITIVE RETAILERS

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

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

Company will make reasonable provisions to provide Construction Service, but does not guarantee the timeliness of initiating or completing such Construction Service nor the suitability of such facilities for Retail Customer's specific uses. Company will not be liable for any damages, whether direct or consequential, including, without limitation, loss of profits, loss of revenue, or loss of production capacity, occasioned by the failure to provide timely or suitable Construction Service. The term "Construction Service" in this paragraph includes any and all services that (a) are provided, (b) fail to be provided, or (c) fail to be timely provided by Company, from the time Retail Customer first contacts Company with respect to the provision of any type of Construction or Delivery Service.

Tariff for Retail Delivery Service Oncor Electric Delivery Company LLC

Chapter 4: Service Rules & Regulations (Competitive Retailers)

Applicable: Entire Certified Service Area

Effective Date: January 15, 2015

Page 2 of 25

Revision: Six

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

4.2.2 LIMITATION OF DUTY AND LIABILITY OF COMPETITIVE RETAILER

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

4.2.3 DUTY TO AVOID OR MITIGATE DAMAGES

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

4.2.4 FORCE MAJEURE

Neither Company nor Competitive Retailer shall be liable for damages for any act or event that is beyond such party's control and which could not be reasonably anticipated and prevented through the use of reasonable measures, including, but not limited to, an act of God, act of the public enemy, act of terrorism, war, insurrection, riot, fire, explosion, labor disturbance or strike, wildlife, unavoidable accident, equipment or material shortage, breakdown or accident to machinery or equipment, or good-faith compliance with a then valid curtailment, order, regulation or restriction imposed by governmental, military, or lawfully established civilian authorities, including any order or directive of the Independent Organization.

4.2.5 EMERGENCIES AND NECESSARY INTERRUPTIONS

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

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

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

Chapter 4: Service Rules & Regulations (Competitive Retailers)

Applicable: Entire Certified Service Area

Effective Date: January 15, 2015

Page 3 of 25

Revision: Six

curtailment, interruption, or voltage reduction that occurs due to the emergency. Advanced notice shall also be provided, if reasonably possible, to those Retail Customers designated as Critical Care Residential Customers, Chronic Condition Residential Customers, Critical Load Industrial Customers, and Critical Load Public Safety Customers.

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

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

4.2.6 LIMITATION OF WARRANTIES BY COMPANY

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

4.3 SERVICE

4.3.1 ELIGIBILITY

A Competitive Retailer is eligible for Delivery Service when:

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

4.3.2 INITIATION OF DELIVERY SYSTEM SERVICE (SERVICE CONNECTION)

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

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

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

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

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

Chapter 4: Service Rules & Regulations (Competitive Retailers)

Applicable: Entire Certified Service Area

Effective Date: January 15, 2015

Page 4 of 25

Revision: Six

- (2) The Competitive Retailer is not eligible for Delivery Service under Section 4.3.1, ELIGIBILITY or the Competitive Retailer or Retail Customer is in default under this Tariff. Retail Customer is considered to be in default if Retail Customer fails to satisfy any material obligation under this Tariff after being given notice of the failure and at least ten days to cure.

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

4.3.2.2 INITIATION OF DELIVERY SYSTEM SERVICE WHERE CONSTRUCTION SERVICES ARE REQUIRED

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

4.3.3 REQUESTS FOR DISCRETIONARY SERVICES INCLUDING CONSTRUCTION SERVICES

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

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

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

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

4.3.4 CHANGING OF DESIGNATED COMPETITIVE RETAILER

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

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

Chapter 4: Service Rules & Regulations (Competitive Retailers)

Applicable: Entire Certified Service Area

Effective Date: January 15, 2015

Page 5 of 25

Revision: Six

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

4.3.5 SWITCHING FEE

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

4.3.6 IDENTIFICATION OF THE PREMISES AND SELECTION OF RATE SCHEDULES

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

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

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

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

Chapter 4: Service Rules & Regulations (Competitive Retailers)

Applicable: Entire Certified Service Area

Effective Date: January 15, 2015

Page 6 of 25

Revision: Six

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

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

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

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

4.3.7 PROVISION OF DATA BY COMPETITIVE RETAILER TO COMPANY

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

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

4.3.8 SUSPENSION OF DELIVERY SERVICE

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

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

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

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

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

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

Chapter 4: Service Rules & Regulations (Competitive Retailers)

Applicable: Entire Certified Service Area

Effective Date: January 15, 2015

Page 7 of 25

Revision: Six

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

4.3.9.2 CRITICAL LOAD INDUSTRIAL CUSTOMER OR CRITICAL LOAD PUBLIC SAFETY CUSTOMER

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

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

4.3.9.3 OTHER COMPANY RESPONSIBILITIES

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

4.3.10 NOTICED SUSPENSION NOT RELATED TO EMERGENCIES OR NECESSARY INTERRUPTIONS

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

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

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

Chapter 4: Service Rules & Regulations (Competitive Retailers)

Applicable: Entire Certified Service Area

Effective Date: January 15, 2015

Page 8 of 25

Revision: Six

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

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

4.3.11 RESTORATION OF DELIVERY SERVICE

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

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

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

4.3.12.1 MOVE OUT REQUEST

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

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

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

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

Chapter 4: Service Rules & Regulations (Competitive Retailers)

Applicable: Entire Certified Service Area

Effective Date: January 15, 2015

Page 9 of 25

Revision: Six

4.3.12.3 COORDINATED DISCONNECTION

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

4.3.13 CUSTOMER REQUESTED CLEARANCE

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

4.3.14 EXTREME WEATHER

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

4.4 BILLING AND REMITTANCE

4.4.1 CALCULATION AND TRANSMITTAL OF DELIVERY SERVICE INVOICES

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

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

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

Chapter 4: Service Rules & Regulations (Competitive Retailers)

Applicable: Entire Certified Service Area

Effective Date: January 15, 2015

Page 10 of 25

Revision: Six

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

4.4.2 CALCULATION AND TRANSMITTAL OF CONSTRUCTION SERVICE CHARGES

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

4.4.3 INVOICE CORRECTIONS

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

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

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

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

4.4.4 BILLING CYCLE

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

Tariff for Retail Delivery Service Oncor Electric Delivery Company LLC

Chapter 4: Service Rules & Regulations (Competitive Retailers)

Applicable: Entire Certified Service Area

Effective Date: January 15, 2015

Page 11 of 25

Revision: Six

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

4.4.5 REMITTANCE OF INVOICED CHARGES

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

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

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

4.4.6 DELINQUENT PAYMENTS

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

4.4.7 PARTIAL PAYMENTS

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

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

Chapter 4: Service Rules & Regulations (Competitive Retailers)

Applicable: Entire Certified Service Area

Effective Date: January 15, 2015

Page 12 of 25

Revision: Six

4.4.8 INVOICE DISPUTES

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

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

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

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

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

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

4.4.9 SUCCESSOR COMPETITIVE RETAILER

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

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

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

Page 13 of 25
Revision: Six

4.5 SECURITY DEPOSITS AND CREDITWORTHINESS

4.5.1 SECURITY RELATED TO TRANSITION CHARGES

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

4.5.2 SECURITY RELATED TO OTHER DELIVERY CHARGES

4.5.2.1 DEPOSIT REQUIREMENTS

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

4.5.2.2 SIZE OF DEPOSIT

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

4.5.2.3 FORM OF DEPOSIT

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

4.5.2.4 INTEREST

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

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

Chapter 4: Service Rules & Regulations (Competitive Retailers)

Applicable: Entire Certified Service Area

Effective Date: January 15, 2015

Page 14 of 25

Revision: Six

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

4.5.2.5 HISTORICAL DEPOSIT INFORMATION

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

4.5.2.6 REFUND OF DEPOSIT

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

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

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

4.6 DEFAULT AND REMEDIES ON DEFAULT

4.6.1 COMPETITIVE RETAILER DEFAULT

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

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

4.6.2 REMEDIES ON DEFAULT

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

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

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

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

Chapter 4: Service Rules & Regulations (Competitive Retailers)

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

Page 15 of 25
Revision: Six

- (4) Notify the Commission that Competitive Retailer is in default and request suspension or revocation of Competitive Retailer's certificate; and
- (5) Require Competitive Retailer to do one of the following:
 - (A) Immediately arrange for all future remittances from Retail Customers of the Competitive Retailer in default to be paid into a dedicated account controlled by Company. Amounts collected in a dedicated account shall first be applied to amounts due Company, including any late fees and penalties with remaining amounts released to Competitive Retailer. Competitive Retailer shall bear all costs of such mechanism; or
 - (B) Require Competitive Retailer to transition customers to another Competitive Retailer or POLR.

A Competitive Retailer that has defaulted shall choose and notify Company as to which option under (5) above it shall implement, but, if the Competitive Retailer fails to immediately implement one of those options, Company shall immediately implement option (B). If Company or Competitive Retailer chooses option (B), Competitive Retailer shall provide all needed customer information to the POLR within three Business Days so that the POLR can bill Retail Customers. Competitive Retailer shall notify its Retail Customers of its choice of option (A) or (B) as soon as possible.

**4.6.2.2 DEFAULT RELATED TO FAILURE TO SATISFY
OBLIGATIONS UNDER TARIFF**

Upon failure of Competitive Retailer to satisfy material obligations under this Tariff, Company shall provide notice of default to Competitive Retailer that explains the reason(s) for default. Competitive Retailer shall have ten Business Days from the date of receipt of notification to cure such default. Upon the Competitive Retailer's failure to remedy the default by the expiration of the notice period, Company may pursue any or all of the following:

- (1) Implement mutually suitable and agreeable arrangements with Competitive Retailer, provided that such arrangements are available to all Competitive Retailers on a non-discriminatory basis;
- (2) Notify the Commission that Competitive Retailer is in default and request that certification be suspended or revoked;
- (3) Notify the Commission that the Municipally Owned Utility or Electric Cooperative is in default, and request that its Retail Customers in Company's service territory be immediately served by another qualified Competitive Retailer or the POLR.

4.6.2.3 DEFAULT RELATED TO DE-CERTIFICATION

Upon loss of Commission certification as a Retail Electric Provider, Competitive Retailer shall abide by P.U.C. SUBST. R. 25.107, Certification of Retail Electric Providers, with respect to notice and transfer of Retail Customers to another qualified Competitive Retailer or the POLR. In the event Competitive Retailer fails to abide by this rule, the Commission may instruct the Registration Agent to immediately transfer the customers to the POLR.

4.6.3 CURE OF DEFAULT

Upon payment of all past due amounts and associated penalties and late fees, establishment of any security required pursuant to Section 4.5 SECURITY DEPOSITS AND CREDITWORTHINESS, and cure of any failure to fulfill its material obligations under this Tariff,

Tariff for Retail Delivery Service Oncor Electric Delivery Company LLC

Chapter 4: Service Rules & Regulations (Competitive Retailers)

Applicable: Entire Certified Service Area

Effective Date: January 15, 2015

Page 16 of 25

Revision: Six

Competitive Retailer will no longer be considered in default and will not be required to comply with Section 4.6, DEFAULT AND REMEDIES ON DEFAULT.

4.7 MEASUREMENT AND METERING OF SERVICE

4.7.1 MEASUREMENT

All charges for electricity consumed or demanded by a Retail Customer shall be based on Meter measurement except where otherwise provided for by the applicable Rate Schedule or this Tariff. Meters for residential Retail Customers shall be Company owned unless otherwise determined by the Commission. Retail Customers required by the Independent Organization to have an IDR Meter may choose a Meter Owner, other than Company, in accordance with Applicable Legal Authorities; otherwise, the Meter shall be owned by the Company.

When mutually agreed to by Company and Competitive Retailer, if Retail Customer takes Delivery Service at primary distribution or transmission voltage, Company may meter Delivery Service on the low side of Retail Customer's transformers and adjust measurements to account for losses as set forth in Chapter 6.

4.7.2 METER READING

Company is responsible for reading the Meter on a monthly basis in accordance with the published Meter Reading Schedule. Company shall make a reasonable effort to complete an Actual Meter Reading. Company must obtain an Actual Meter Reading within two Business Days of the date published in the Meter Reading Schedule, except as otherwise provided herein, and shall submit the Data from the Meter Reading to the Registration Agent within three Business Days of the Scheduled Meter Reading Date. If an Actual Meter Reading cannot be completed, an Estimated Meter Reading shall be performed for invoicing purposes in accordance with this Chapter, the Rate Schedules in Section 6.1, RATE SCHEDULES, and Applicable Legal Authorities. Unless otherwise provided in this section or in the Rate Schedule, a Meter Reading shall not be estimated more than three times consecutively. Company shall establish validation procedures that prohibit zero usage and extreme value Meter Readings unless good reason exists for the readings. Company shall ensure that invoices and Meter Reading transactions with zero usage or usage with extreme and unlikely values are not issued to Competitive Retailer or Retail Customer unless Company has good reason to believe that the value is correct.

In any month where the Meter Reading fails the validation process, Company shall perform a second Meter Reading at no cost to the Competitive Retailer or Retail Customer.

4.7.2.1 DENIAL OF ACCESS BY RETAIL CUSTOMER

If in any month Retail Customer prohibits Company access to read the Meter (due to Premises being locked, presence of a threatening animal, physical threats to Company, or other similar reason), Company shall provide the Retail Customer a door hanger requesting access the following month and informing the Retail Customer of the consequences for continuing to fail to provide access. If there is no door on which to leave a door hanger, Company may leave the door hanger at a point of ingress. If no point of ingress is available, Company may choose not to leave the door hanger and must notify Competitive Retailer of the inability to leave the door hanger. Company shall inform Competitive Retailer that Company was unable to gain access and the reason that Company was unable to gain access, providing enough detail that Competitive Retailer can explain to the Retail Customer and inform Competitive Retailer of the number of consecutive months Company has been denied access by the Retail Customer. If the

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

Chapter 4: Service Rules & Regulations (Competitive Retailers)

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

Page 17 of 25
Revision: Six

Competitive Retailer is notified that a Retail Customer denied Company access to read the Meter, Competitive Retailer shall contact the Retail Customer to request access for Company the following month and inform the Retail Customer of the consequences for continuing to fail to provide access. Competitive Retailer contact may be either by mail, telephone or door to door contact.

After three consecutive months of denial of access by the Retail Customer to Company to read the Meter, the Retail Customer has the following options:

- a) Disconnection of service;
- b) Installation of a remotely read Meter at the Retail Customer's expense and billed directly by Company to Competitive Retailer; or
- c) Relocation of the Meter to make Meter accessible at the Retail Customer's expense.

If Retail Customer does not choose an option, the Competitive Retailer shall choose the option on behalf of the Retail Customer. If the Competitive Retailer does not choose an option, the Company shall choose the option on behalf of the Competitive Retailer and Retail Customer.

Company may continue to perform Estimated Meter Reading for an additional 60 days in order to implement one of the options.

For a Critical Load Public Safety Customer or a Critical Load Industrial Customer, if the additional 60-days have expired and Company has failed to implement an option that provides access to a Critical Load Public Safety Customer or Critical Load Industrial Customer because the Retail Customer failed to grant access to implement the solution, Company may charge a fee each month of continued denial of access until an option authorized by this section can be implemented, in accordance with Chapter 6. Company must provide documentation of its attempts to implement the option to the Competitive Retailer, Retail Customer or the Commission upon request.

4.7.2.2 ESTIMATES FOR REASONS OTHER THAN FOR DENIAL OF ACCESS BY RETAIL CUSTOMER

The Company shall not perform Estimated Meter Reading for more than three consecutive Scheduled Meter Reading Dates for Retail Customer's Premises when Retail Customer has not denied access.

Company's failure to complete an Actual Meter Reading for reasons other than the Retail Customer's failure to provide access shall not be considered a break in a series of consecutive months of denial of access under Section 4.7.2.1, DENIAL OF ACCESS BY RETAIL CUSTOMER, but shall not be considered a month in which the Retail Customer has denied access.

Estimated Meter Reading performed by Company for the purpose of a mass transition of Retail Customers when Actual Meter Reading is infeasible or Applicable Legal Authorities dictate an Estimated Meter Reading shall not be considered a break in a series of consecutive months of Estimated Meter Reading, and shall not be considered a month in a series of consecutive Estimated Meter Reading performed by Company.

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

Chapter 4: Service Rules & Regulations (Competitive Retailers)

Applicable: Entire Certified Service Area

Effective Date: January 15, 2015

Page 18 of 25

Revision: Six

4.7.2.3 STANDARD METER DATA

Company shall provide Meter Data, other than Interval Data, consistent with its Meter Reading Schedule. In addition, Company shall provide to Competitive Retailer access to, and provide to Registration Agent, complete Interval Data for the prior calendar day for each Standard Meter in accordance with Applicable Legal Authorities. The inclusion of missing Interval Data does not meet the requirement of complete Interval Data

Company shall use reasonable efforts to ensure that the sum of all Interval Data reported by Company for a Standard Meter equals the monthly usage for the same billing period within the acceptable range established by the NAESB Uniform Business Practices (UBP), or any range established in a superseding Applicable Legal Authority. Despite Company's reasonable efforts, however, there will be instances when the Interval Data and the monthly usage for the same billing period are not equal within the acceptable range. Upon request, Company shall provide to Competitive Retailer a detailed explanation when the sum of the Interval Data does not equal the monthly usage within the acceptable range.

4.7.3 REPORTING MEASUREMENT DATA

Company shall report measurement data for a Point of Delivery as required by this Chapter and Applicable Legal Authorities.

4.7.4 METER TESTING

Company will test the Meters in accordance with the schedule and standards of the American National Standards Institute, Incorporated ("ANSI"), as adopted by the Commission, and P.U.C. SUBST. R. 25.124, Meter Testing. Upon a request by any authorized person in accordance with Applicable Legal Authorities, Company will perform additional tests of the accuracy of the Meter no later than ten Business Days after the request is received, provided the Meter is a self-contained single phase, kWh Meter and subject to obtaining Access as provided in Section 5.4.8, ACCESS TO RETAIL CUSTOMER'S PREMISES and completing any necessary coordination with the Retail Customer or a third party. In the event the Meter is other than a self-contained, single phase kWh Meter, Company will perform the additional tests no later than 30 calendar days after the request is received. The additional tests will be performed preferably on the Retail Customer's Premises, but may, at Company's discretion, be performed at a Meter test laboratory. The additional tests will be free of charge if the Meter is determined to be outside the accuracy standards established by ANSI or if a test has not been requested and performed in the previous four years, Company will provide a copy of the complete results of that test to the requesting party as soon as possible but within the timeframes allowed for testing of the Meter. Competitive Retailer or Retail Customer may request a new test if one has been performed within the previous four years, but if the Meter tests within ANSI accuracy standards, Company will charge Competitive Retailer for the additional tests in accordance with the Rate Schedules in Section 6.1, RATE SCHEDULES. Following the completion of any additional test, Company will promptly advise the party requesting the test of the date of removal of the Meter, the date of the test, the result of the test, who conducted the test, and where the test was performed. Company will provide more detailed information to customer upon request at no additional charge to the customer.

A Competitive Retailer may request testing of a Non-Company Owned Meter. Company shall invoice any charges resulting from the request, to the Competitive Retailer. If a Non-Company Owned Meter is determined to be outside the accuracy standards established by ANSI, the

Tariff for Retail Delivery Service Oncor Electric Delivery Company LLC

Chapter 4: Service Rules & Regulations (Competitive Retailers)

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

Page 19 of 25
Revision: Six

Company shall remove the Meter and install a replacement Meter. Company must immediately notify Competitive Retailer upon removal of the Meter.

4.7.5 INVOICE ADJUSTMENT DUE TO METER INACCURACY, METER TAMPERING OR THEFT

If any Meter is determined to be non-compliant with the accuracy standards prescribed by Commission rules, Company shall render an adjusted bill pursuant to Commission rules.

4.8 DATA EXCHANGE

Company shall make proprietary Retail Customer information available to Competitive Retailer as prescribed by Applicable Legal Authorities. Company shall not assess separate charges to Competitive Retailer for the provision of the most recent 12 months of Meter Data used by Company for billing the Premises; however charges may apply for the provision of such data beyond the most recent 12 months.

4.8.1 DATA FROM METER READING

Company shall make available to the Registration Agent within three Business Days of the Scheduled Meter Reading Date, all of the data recorded in the Meter that is used for Company billing and is required by the Retail Customer's settlement profile (such as kWh, kW, kVA) and, if applicable, Power Factor and any Meter Data required by Applicable Legal Authorities for Competitive Retailer to bill the Retail Customer. Competitive Retailer has the right to physical access of the Meter to the same extent Retail Customer has access, in accordance with the provisions of Section 5.10.2, RETAIL CUSTOMER RESPONSIBILITY AND RIGHTS, to obtain Meter Data if:

- (1) The Retail Customer authorizes the Competitive Retailer to access the Meter;
- (2) Data integrity is not compromised; and
- (3) Access is technically feasible.

Meter Data, except as specified in Section 4.8.1.3, METER READINGS FOR THE PURPOSE OF A SELF-SELECTED SWITCH OR TO VERIFY ACCURACY OF METER READING, will be sent to the Competitive Retailer in complete billing periods.

All Meter Data values for IDR Meters and Standard Meters will contain an associated date/time field as a time stamp, consistent with protocols implemented through Applicable Legal Authorities. All time stamps will be reported in CPT. Meter Data from all other Meters will have a date field.

Unless procedures are established for historical usage information to be provided by the Independent Organization, Company shall provide, in accordance with P.U.C. SUBST. R 25.472, Privacy of Customer Information and within three Business Days if requested by Competitive Retailer in a switch request, access to the most recent 12 months of historical usage and/or Interval Data for a Retail Customer to Competitive Retailer through the appropriate TX SET protocol.

Unless procedures are established for access to historical usage information to be provided by the Independent Organization, Company shall provide access to Retail Customer's historical usage and/or Interval Data, to Retail Customer and with the Retail Customer's permission, current and/or prospective Competitive Retailers within three Business Days of the receipt of the request. Company shall maintain at least 12 months of Meter Data, including Interval Data for any Premises for which Company records Interval Data. If access is not provided by the

Tariff for Retail Delivery Service Oncor Electric Delivery Company LLC

Chapter 4: Service Rules & Regulations (Competitive Retailers)

Applicable: Entire Certified Service Area

Effective Date: January 15, 2015

Page 20 of 25

Revision: Six

Independent Organization, Company shall provide access to these data for each Retail Customer served using an IDR Meter, AMS-M Meter, or Standard Meter through a web-portal or other means such that the historical data are accessible at any time. Company shall ensure confidentiality of Retail Customer data through the unique Retail Customer passwords or personal identification numbers (PINs) established by the Retail Customer.

4.8.1.1 DATA RELATED TO INTERVAL METERS

Data from Standard Meters and IDR Meters will be sent as kWh during each interval. The kWh will be reported for each interval. Each recording interval shall be labeled according to Applicable Legal Authorities.

4.8.1.2 DATA REPORTED BY VOLUMETRIC (kWh) METERS

Data reported by volumetric (kWh) Meters will include: the start-of-period date, usage for period, Demand readings (if available), end-of-period date, and end-of-period reading. Exceptions, which include initial Meter Reads and Meter changes for start-of-period reading, shall be appropriately labeled and provided in accordance with Applicable Legal Authorities.

Upon termination of a Retail Customer's Delivery Service at a particular Point of Delivery through a successfully executed move-out transaction, Company will provide Meter Data to the Registration Agent within three Business Days of the date that the move-out was executed.

4.8.1.3 METER READINGS FOR THE PURPOSE OF A SELF-SELECTED SWITCH OR TO VERIFY ACCURACY OF METER READING

If a Competitive Retailer requests a self-selected switch, Company shall perform the associated Meter Reading in accordance with the timelines provided in Chapter 6. Meter Readings for the purpose of a self-selected switch shall be provided to both the new and previous Competitive Retailers on the next Business Day following the Meter Reading date. For the new Competitive Retailer, the billing period begins with the date of the Meter Reading for the purpose of a self-selected switch, and for the previous Competitive Retailer, the billing period ends with the date of the Meter Reading for the purpose of a self-selected switch.

A Meter Reading to verify the accuracy of an original Meter Reading of a Non-Standard Meter, other than an AMS-M Meter, shall be performed and the new reading shall be transmitted to Competitive Retailer within five Business Days of Company's receipt of the request. If, based upon the Meter re-read, it is determined that the original monthly Meter Reading was in error, the Meter Reading and Billing Determinants for that billing period shall be corrected in accordance with Section 4.4.3, INVOICE CORRECTIONS, and no Discretionary Service Charge will be applied by Company. If the Meter re-read determines that the original monthly Meter Reading was correct, a charge may be assessed for the re-read in accordance with Chapter 6.

4.8.1.4 ESTIMATED USAGE

Company is responsible for reading Meter on a monthly basis in accordance with the published Meter Reading Schedule. Company shall make a reasonable effort to complete an Actual Meter Reading. If Company does not complete an Actual Meter

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

Chapter 4: Service Rules & Regulations (Competitive Retailers)

Applicable: Entire Certified Service Area

Effective Date: January 15, 2015

Page 21 of 25

Revision: Six

Reading, Company shall perform an Estimated Meter Reading for invoicing purposes in accordance with this Tariff. Estimated usage must be identified as "Estimated" in the TX SET transactions.

Unless an Applicable Legal Authority has prescribed an estimation methodology, Company shall perform an Estimated Meter Reading consistent with the following: In no event shall estimated usage equal zero for a known active Meter, or equal or exceed double the usage from the previous month's Actual Meter Reading unless Company has good reason to believe that this value is a reasonable estimate and can provide its reason upon request to Competitive Retailer.

For Meters other than Standard Meters, AMS-M Meters, and IDR Meters, when an Actual Meter Reading is taken after two or more consecutive months of estimation, Company shall allocate any over or under-estimated usage over the entire estimation period. The allocation shall be based on the average daily consumption for the Retail Customer for the period between Actual Meter Readings. For Standard Meters, AMS-M Meters, and IDR Meters, Company shall consistently use reasonable methodologies to develop Estimated Billing Determinants. When Company must estimate Interval Data, it shall estimate the interval usage based on a methodology that reasonably accounts for the Retail Customer's consumption and consumption patterns. If requested, Company shall provide the estimation methodology used.

A Meter Reading for a Standard Meter, AMS-M Meter, or an IDR Meter shall not be considered an Estimated Meter Reading if an Actual Meter Reading was completed and Company had to estimate a limited number of intervals of data to fill in gaps in the data collected.

4.8.1.5 METER/BILLING DETERMINANT CHANGES

Upon a Meter change, the data for each Meter shall be reported as a separate set of data within a single SET corresponding to the Retail Customer's billing period.

If a Meter is replaced, an estimation of Meter Data may be made. The period of estimated Meter Data will be reported with the old Meter number.

If changes occur in Rate Schedule Billing Determinants, the new Billing Determinants will not become part of billing until the new Billing Determinants are available for a full Meter Reading cycle.

**4.8.1.6 NOTICE OF PLANNED AND UNPLANNED INTERRUPTIONS
TO MARKET COMMUNICATIONS AND DATA EXCHANGE**

Company shall provide at least seven days advance notice to Competitive Retailer of any planned interruption to Company's ability to engage in market transactions or provide Meter Data to Competitive Retailer. Company shall provide notice of any significant unplanned interruptions to Company's market transactions or provision of Meter Data to Competitive Retailer no later than one hour after discovery or knowledge of the interruption. Notice is not required for short-term disruptions where market transactions or the provision of Meter Data are not affected or where there is no impact on Competitive Retailer. Company shall provide updates to Competitive Retailer in the event of changes to the expected duration of the interruption and inform Competitive Retailer when the interruption has concluded.

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

Chapter 4: Service Rules & Regulations (Competitive Retailers)

Applicable: Entire Certified Service Area

Effective Date: January 15, 2015

Page 22 of 25

Revision: Six

4.8.2 DATA FOR UNMETERED LOADS

For Unmetered Service, the following standards apply:

- (1) One usage value will be posted for an account, which may encompass multiple Points of Delivery;
- (2) If a change in an account's inventory of Points of Delivery is discovered for a past billing period, the entire amount of usage for the account should be reported as an adjustment; and
- (3) If an account goes from unmetered to metered service, metered usage starts with the first full billing cycle after the Meter is installed.

4.8.3 ADJUSTMENTS TO PREVIOUSLY TRANSMITTED DATA

Re-sending or adjusting of previously transmitted data arises from revisions to estimated Meter Data, data maintenance activities (e.g., response to inquiries, needs to restore data files, and responses to problems with posted data), and Meter maintenance activities (e.g., adjustments as improved information becomes available due to discovery of incorrect Meter Data, crossed Meters, non-registering Meters, slow or fast Meters, incorrect multipliers, etc.).

The following standards apply to such previously transmitted data:

- (1) When corrections are made to previously sent TX SET data, the original TX SET data shall be first cancelled. Replacement TX SET data (labeled as replacement data) shall then be transmitted within one Business Day of the cancelled TX SET data;
- (2) When corrections are made to previously sent TX SET data, the complete set of TX SET data pertaining to a Meter and billing cycle shall be provided in the replacement transaction. When sending or correcting TX SET data, each billing cycle for the affected Meter shall be in a distinct TX SET data set. Only the TX SET data for the affected billing cycle and Meter shall be transmitted;
- (3) In the case of "crossed Meters," in which Meter numbers have been incorrectly reported for sets of usage data, the original TX SET data shall be cancelled and new TX SET data shall be transmitted that correctly reports the TX SET data, ESI ID, and other associated TX SET data;
- (4) Company shall make corrected TX SET data available to the original recipients in a timely manner no matter when the correction is made;
- (5) Company shall provide a reason for any correction to Competitive Retailer when the adjustment is made in the TX SET data;
- (6) All transactions containing corrections to a previously submitted TX SET transaction must be sent in accordance with TX SET standards as set forth in TX SET Implementation Guidelines and Commission rules; and
- (7) For Interval Data associated with Standard Meters, for any replacement data that become available to Company due to corrected or revised actual or estimated intervals, Company shall timely replace the original Meter Data in the impacted intervals with such replacement data.

4.8.4 DATA EXCHANGE PROTOCOLS

The following standards and protocols are a baseline, or minimum set, necessary to facilitate data exchange between parties. Parties shall also comply with data exchange protocols established by the Commission or Independent Organization.

- (1) A uniform premise identifier number, ESI ID, will be utilized by the Company;
- (2) The ESI ID number will be used in all data exchanges specific to related premise data transactions;

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

Chapter 4: Service Rules & Regulations (Competitive Retailers)

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

Page 23 of 25
Revision: Six

- (3) ESI ID is a unique, permanent, and non-intelligent number, used to facilitate communications in an unbundled electric market. The format shall be as determined by the protocols adopted by the Independent Organization; and
- (4) An ESI ID will be assigned by the Company for each Point of Delivery in accordance with protocols adopted by the Independent Organization.

4.9 DISPUTE RESOLUTION PROCEDURES

4.9.1 COMPLAINT PROCEDURES

For complaints about Delivery Service including billing disputes, Competitive Retailer may contact the Company during normal business hours.

Company and Competitive Retailer shall use good-faith and commercially reasonable efforts to informally resolve all disputes arising out of the implementation or interpretation of this Tariff and/or the activities relating to retail access. Unless otherwise provided for in this Tariff, all disputes shall be conducted pursuant to the following procedures:

- (1) Company or Competitive Retailer may initiate the dispute process by presenting to the other party a notice of the dispute/complaint in writing, unless the dispute involves an invoice and notice has already been given under Section 4.4.8, INVOICE DISPUTES. Notice shall include, at a minimum, a clear description of the dispute, the nature of the dispute, a contact name and telephone number, and a proposed resolution;
- (2) Disputes shall be referred as promptly as practicable to a designated senior representative of each of the parties for resolution on an informal basis;
- (3) The receiving party shall investigate the complaint and provide a response to the complaining party and a proposed resolution in writing as soon as possible, but not later than ten Business Days following receipt of the complaint;
- (4) In the event that the designated representatives are unable to resolve the dispute within 30 calendar days, from the date of the complaining party's initial notice under this Section, such dispute, by mutual agreement, may be referred to mediation or be submitted to binding arbitration and resolved in accordance with the current Commercial Arbitration Rules of the American Arbitration Association; and
- (5) In the event that binding arbitration is not chosen and resolution is not obtained within 30 calendar days after the initial notice or another mutually agreed upon timeline, an affected party may file a complaint with the Commission.

4.9.2 COMPLAINT WITH REGULATORY AUTHORITY

Nothing in this section shall restrict the rights of Company or Competitive Retailer to file a complaint with the Commission, or to exercise all other legal rights and remedies.

4.10 SERVICE INQUIRIES

Competitive Retailer may contact Company regarding the Delivery Service in situations that include, but are not limited to, the following:

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

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

Chapter 4: Service Rules & Regulations (Competitive Retailers)

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

Page 24 of 25
Revision: Six

A Competitive Retailer seeking information about the above items may contact Company as appropriate during normal business hours.

4.11 OUTAGE AND SERVICE REQUEST REPORTING

4.11.1 NOTIFICATION OF INTERRUPTIONS, IRREGULARITIES, AND SERVICE REQUESTS

Competitive Retailer shall be responsible for informing its Retail Customers how to report interruptions, irregularities, outages, and how to report service requests. Competitive Retailer shall meet this obligation in one of three ways:

- (1) Competitive Retailer may direct Retail Customers to call the Competitive Retailer for such reporting or requests and electronically forward outage information to the Company. Such arrangements shall ensure that all necessary information is communicated in a manner such that Company can respond to requests in a timely fashion and that Competitive Retailers are kept informed of the status of restoration efforts and service requests;
- (2) Competitive Retailer may direct Retail Customer to call Competitive Retailer for such reporting or requests and then forward the call to Company; or
- (3) Competitive Retailer may direct Retail Customers to directly call Company to make such reports or requests.

Competitive Retailer choosing option (1) must ensure that all necessary information is electronically communicated to Company in a timely manner using the appropriate TX SET protocol or other communication alternative agreed to by Company and Competitive Retailer, so as not to unnecessarily delay Company's response. Upon notification by a Competitive Retailer that the Competitive Retailer plans to forward outage information or service order requests to Company electronically, Company shall be capable of receiving data electronically from Competitive Retailer within 18 months, unless mutually agreed otherwise by Company and Competitive Retailer or Company obtains a waiver from the Commission. The data necessary includes the following information:

- (1) Customer name, and if different, contact name;
- (2) Contact phone number;
- (3) ESI ID;
- (4) Service address (including City and zip code) and directions to location when necessary; and
- (5) Description of problem or requested service.

A Competitive Retailer choosing option (2) shall ensure that calls are properly forwarded to a Company supplied toll free telephone number. A Competitive Retailer choosing option (3) shall provide Retail Customers, in accordance with the Commission's customer protection rules, with the Company supplied toll free telephone number and indicate that Retail Customer should call this number for interruptions, irregularities, outages, and/or service requests.

A Competitive Retailer choosing option (2) or (3) shall make arrangements with the Company to pre-authorize any service requests for which the Company will invoice the Competitive Retailer before such requests are performed. A Competitive Retailer who does not make other arrangements shall be deemed to have pre-authorized all service requests from Retail Customers. Company shall not act in a discriminatory manner in making such arrangements with Competitive Retailers.

Competitive Retailer shall designate in the Delivery Service Agreement Form (Appendix A to this Tariff) which one of the three options it will select as its primary method for reporting interruptions,

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

Chapter 4: Service Rules & Regulations (Competitive Retailers)

Applicable: Entire Certified Service Area

Effective Date: January 15, 2015

Page 25 of 25

Revision: Six

irregularities, outages, and which one of the three options it will select as its primary method for making service repair requests. Nothing in this section is meant to restrict a Competitive Retailer who has chosen to utilize option (1) or (2) for the majority of their Retail Customers to allow a Retail Customer with special needs to directly contact the Company if agreed to by the Competitive Retailer and Retail Customer, provided that Competitive Retailer abides by the conditions prescribed by this section for choosing option (3) for that Retail Customer.

Company shall notify Competitive Retailers choosing option (2) or (3) of any change in the Company supplied telephone number 60 days in advance of such change.

4.11.2 RESPONSE TO REPORTS OF INTERRUPTIONS AND REPAIR REQUESTS

Company will promptly investigate reported problems. If, upon making a Service Call, Company determines that a reported problem is caused by a condition on Retail Customer's side of the Point of Delivery, Company shall notify Competitive Retailer, and, if authorized by the Commission, charge Competitive Retailer a fee for the Service Call pursuant to the applicable Rate Schedule.

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

Chapter 5: Service Rules & Regulations (Retail Customers)

Applicable: Entire Certified Service Area

Effective Date: January 15, 2015

Page 1 of 19

Revision: Five

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

5.1 GENERAL

5.1.1 APPLICABILITY OF CHAPTER

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

5.1.2 COMPANY CONTACT INFORMATION

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

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

5.2 LIMITS ON LIABILITY

5.2.1 LIABILITY BETWEEN COMPANY AND RETAIL CUSTOMERS

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

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

Company will make reasonable provisions to provide Construction Service, but does not guarantee the timeliness of initiating or completing such Construction Service nor the suitability of such facilities for Retail Customer's specific uses. Company will not be liable for any damages, whether direct or consequential, including, without limitation, loss of profits, loss of revenue, or loss of production capacity, occasioned by the failure to provide timely or suitable Construction Service. The term "Construction Service" in this paragraph includes any and all services that (a) are provided, (b) fail to be provided, or (c) fail to be timely provided by Company, from the time Retail Customer first contacts Company with respect to the provision of any type of Construction or Delivery Service.

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

Chapter 5: Service Rules & Regulations (Retail Customers)

Applicable: Entire Certified Service Area

Effective Date: January 15, 2015

Page 2 of 19

Revision: Five

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

5.2.2 LIMITATION OF DUTY AND LIABILITY OF COMPETITIVE RETAILER

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

5.2.3 DUTY TO AVOID OR MITIGATE DAMAGES

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

5.2.4 FORCE MAJEURE

Neither Company nor Competitive Retailer shall be liable for damages for any act or event that is beyond such party's control and which could not be reasonably anticipated and prevented through the use of reasonable measures, including, but not limited to, an act of God, act of the public enemy, act of terrorism, war, insurrection, riot, fire, explosion, labor disturbance or strike, wildlife, unavoidable accident, equipment or material shortage, breakdown or accident to machinery or equipment, or good-faith compliance with a then valid curtailment, order, regulation or restriction imposed by governmental, military, or lawfully established civilian authorities, including any order or directive of the Independent Organization.

5.2.5 EMERGENCIES AND NECESSARY INTERRUPTIONS

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

Company shall provide advance notice to Retail Customer's Competitive Retailer, if reasonably possible. Such notice may be made by electronic notice to all certificated Competitive Retailers operating within Company's service territory, specifically identifying the location, time, and expected duration of outage. Notice shall also be provided, if reasonably possible, to those Retail Customers designated as Critical Care Residential Customers, Chronic Care Residential Customers, Critical Load Industrial Customers, and Critical Load Public Safety Customers. If Retail Customer believes it qualifies for designation as a Critical Care Residential Customer, Chronic Care Residential Customer, Critical Load Industrial Customer, or Critical Load Public

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

Chapter 5: Service Rules & Regulations (Retail Customers)

Applicable: Entire Certified Service Area

Effective Date: January 15, 2015

Page 3 of 19

Revision: Five

Safety Customer under P.U.C. SUBST. R. 25.497, Retail Customer may apply for designation as provided in P.U.C. SUBST. R. 25.497.

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

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

5.2.6 LIMITATION OF WARRANTIES BY COMPANY

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

5.3 SERVICE

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

5.3.1 INITIATION OF DELIVERY SYSTEM SERVICE (SERVICE CONNECTION)

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

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

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

- (1) The Retail Customer's Electrical Installation is known to be hazardous under applicable Codes or interferes with the service of other Retail Customers; or unless a known dangerous condition exists as long as it exists; or
- (2) The Competitive Retailer is not eligible for Delivery Service under Section 4.3.1, ELIGIBILITY or the Competitive Retailer or Retail Customer is in default under this Tariff. Retail Customer is considered to be in default if Retail Customer fails to satisfy any material obligation under this Tariff after being given notice of the failure and at least ten days to cure.

Company may decline to initiate Delivery Service if it cannot be provided consistent with Good Utility Practice. The Retail Customer is responsible for selecting an eligible Competitive Retailer. Company shall direct Retail Customer to the Commission for a list of eligible Competitive Retailers or to other sources of information subject to Commission's Code of Conduct rules, if requested. Company shall provide initiation of Delivery System Service in accordance with Section 6.1.

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

Chapter 5: Service Rules & Regulations (Retail Customers)

Applicable: Entire Certified Service Area

Effective Date: January 15, 2015

Page 4 of 19

Revision: Five

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

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

5.3.2 REQUESTS FOR CONSTRUCTION SERVICES

All Construction Service requests must include the following information:

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

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

5.3.3 CHANGING OF DESIGNATED COMPETITIVE RETAILER

Company shall change a Retail Customer's designated Competitive Retailer upon receipt of proper notification from the Registration Agent, in accordance with the Applicable Legal Authorities, unless the new Competitive Retailer is in default under this Tariff or is not eligible for Delivery Service under Section 4.3.1, ELIGIBILITY, of this Tariff. Company shall release proprietary customer information to a Competitive Retailer in a manner prescribed by Applicable Legal Authorities.

5.3.4 SWITCHING FEES AND SWITCHOVERS

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

**5.3.5 IDENTIFICATION OF THE PREMISES AND SELECTION OF RATE
SCHEDULES**

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

1. Assign a unique ESI ID for each Point of Delivery, or in the case of non-Metered load, a unique ESI ID to each Premises, in accordance with Applicable Legal Authorities;
2. Establish separate and distinct ESI IDs for temporary and permanent service. The temporary ESI ID shall be retired after all market transactions associated with the temporary ESI ID have been completed. If the temporary Meter has been used for the

Tariff for Retail Delivery Service Oncor Electric Delivery Company LLC

Chapter 5: Service Rules & Regulations (Retail Customers)

Applicable: Entire Certified Service Area

Effective Date: January 15, 2015

Page 5 of 19

Revision: Five

- same Premises for which the permanent Meter will be used, the same ESI ID may be used for temporary and permanent service;
3. Identify, assign, and maintain ESI IDs with the appropriate load profile, Meter Reading cycle, and other information necessary for accurate settlement of the wholesale market, unless such functions are undertaken by the Independent Organization;
 4. Notify the Competitive Retailer and Independent Organization, using the appropriate TX SET transaction, of revisions in the assignment of a Rate Schedule; and
 5. Maintain accurate United States Postal Service compliant services addresses, when available, to comply with Applicable Legal Authorities. When there are two or more ESI IDs for the same service address, the service address shall include information to distinguish between the Points of Delivery at the service address.

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

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

5.3.6 CHANGES IN RATE SCHEDULES

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

5.3.7 SUSPENSION OF SERVICE

5.3.7.1 URGENT SUSPENSIONS

Company may intentionally suspend Delivery Service to Retail Customer's Electrical Installation if it knows that providing the service is hazardous or a hazardous condition may be imminent, for as long as such condition exists or may be imminent, provided that such suspension eliminates or mitigates the hazardous condition and does not result in

Tariff for Retail Delivery Service Oncor Electric Delivery Company LLC

Chapter 5: Service Rules & Regulations (Retail Customers)

Applicable: Entire Certified Service Area

Effective Date: January 15, 2015

Page 6 of 19

Revision: Five

another hazardous or life-threatening condition. Company shall take reasonable steps to notify Retail Customer as soon as possible after Company decides that it will suspend service. Where reasonable, Company shall post a notice of suspension and the reason for the suspension at the place of common entry or upon the front door of each affected Retail Customer as soon as possible after service has been disconnected..

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

5.3.7.2 OTHER SUSPENSIONS

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

- (1) In the event of unauthorized use, connection or reconnection, or diversion of service, or Tampering with the Meter or equipment, or bypassing same;
- (2) In the event that Delivery Service to Retail Customer's Electrical Installation cannot be provided consistent with Good Utility Practice, after a reasonable opportunity has been provided to Retail Customer to remedy the situation;
- (3) In the event of Retail Customer's violation of the provisions of Company's Tariff pertaining to the use of Delivery Service in a manner which interferes with the Delivery Service of others, or the operation of nonstandard equipment, or as otherwise specified by written agreement, and a reasonable opportunity has been provided to remedy the situation;
- (4) Upon Retail Customer's failure to comply with the terms of any written agreement made between Company and Retail Customer, or upon default of Retail Customer under such an agreement, or upon failure to pay any charges billed by Company directly to Retail Customer pursuant to Section 5.8.2, BILLING TO RETAIL CUSTOMER BY COMPANY, after a reasonable opportunity has been provided to remedy the failure;
- (5) For Retail Customer's failure to provide Company with reasonable access to Company's facilities and the Meter located on Retail Customer's Premises; or
- (6) Upon Company's receipt of a notice requiring such action, in the form and from the party specified by the Applicable Legal Authorities. Company will not be responsible for monitoring or reviewing the appropriateness of any such notice, except as provided in Section 5.3.7.4, PROHIBITED SUSPENSION OR DISCONNECTION.

5.3.7.3 RESTORATION OF SERVICE

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

5.3.7.4 PROHIBITED SUSPENSION OR DISCONNECTION

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

- (A) On a day, or on a day immediately preceding a day, when personnel of Company are not available to the public for the purpose of reconnecting Delivery Service;
- (B) For delinquency of payment to Company by Retail Customer's Competitive Retailer;

Tariff for Retail Delivery Service Oncor Electric Delivery Company LLC

Chapter 5: Service Rules & Regulations (Retail Customers)

Applicable: Entire Certified Service Area

Effective Date: January 15, 2015

Page 7 of 19

Revision: Five

- (C) During an “extreme weather emergency” as defined in the Commission’s customer protection rules;
- (D) At a permanent, individually metered dwelling unit of a Retail Customer for non-payment of amounts billed directly to Retail Customer by Company pursuant to the Company’s Tariff, when that Retail Customer establishes that disconnection of Delivery Service will cause some person residing at that residence to become seriously ill or more seriously ill.
 - (i) Each time a Retail Customer seeks to avoid disconnection of Delivery Service under subsection (D), the Retail Customer must accomplish all of the following by the stated date of disconnection:
 - (I) have the subject person’s attending physician (for purposes of this subsection the term “physician” shall mean any public health official, including, medical doctors, doctors of osteopathy, nurse practitioners, registered nurses, and any other similar public health official) call or contact the Company by the date of the disconnection;
 - (II) have the subject person’s attending physician submit a written statement to Company; and
 - (III) enter into a deferred payment plan.
 - (ii) The prohibition against Delivery Service disconnection provided by subsection (D) shall last 63 days from the issuance of the bill by Company or a shorter period as agreed upon by Company and Retail Customer or subject person’s physician; or
- (E) When the disconnection is authorized by the REP as a disconnection for nonpayment of electric service and Retail Customer is designated as a Critical Care Residential Customer, unless all of the procedures required by Company pursuant to P.U.C. SUBST. R. 25.497 and P.U.C. SUBST. R. 25.483 have been completed; or when the disconnection is authorized by the REP as a disconnection for nonpayment of electric service and Retail Customer is designated as a Critical Load Industrial Customer or a Critical Load Public Safety Customer, unless all Company-established processes are followed. Upon request, Company shall provide a paper or electronic copy of all Company-established processes for the disconnection of a Critical Load Industrial Customer or Critical Load Public Safety Customer to Competitive Retailer.

5.3.8 DISCONNECTION AND RECONNECTION OF SERVICE TO RETAIL CUSTOMER’S FACILITIES

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

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

5.4 ELECTRICAL INSTALLATION AND RESPONSIBILITIES

5.4.1 RETAIL CUSTOMER’S ELECTRICAL INSTALLATION AND ACCESS

Retail Customer is responsible for the design, installation, operation, protection, and maintenance of electric facilities beyond the Point of Delivery, and Company shall have no responsibility

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

Chapter 5: Service Rules & Regulations (Retail Customers)

Applicable: Entire Certified Service Area

Effective Date: January 15, 2015

Page 8 of 19

Revision: Five

therefore, except for if Meter is maintained by Company. Retail Customer's Electrical Installation for receiving Electric Power and Energy must be installed in accordance with Company's specifications for electrical installations, which are available upon request at Company's business offices located in the specific area where Delivery Service is desired. Retail Customer shall install and maintain Retail Customer's Electrical Installation in accordance with all applicable Codes, and in such condition and manner as not to endanger persons or property, or to cause impairment of Company's Delivery Service to Retail Customer or others. Retail Customer assumes responsibility for Electric Power and Energy delivered to Retail Customer at and past the Point of Delivery in accordance with Section 5.5, RETAIL CUSTOMER'S ELECTRICAL LOAD.

5.4.2 INSPECTION AND APPROVAL OF RETAIL CUSTOMER'S ELECTRICAL INSTALLATION

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

Company does not assume any duty of inspecting Retail Customer's lines, wires, switches, or other equipment. Without limiting the provisions of the foregoing sentence, Company shall decline to interconnect its Delivery System facilities with Retail Customer's Electrical Installation if it is known to be hazardous or would interfere with the service of other Retail Customers, and may decline to interconnect if satisfactory Delivery Service to Retail Customer cannot be provided consistent with Good Utility Practice.

5.4.3 LOCATION OF POINT OF DELIVERY AND RETAIL CUSTOMER'S ELECTRICAL INSTALLATION

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

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

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

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

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

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

Chapter 5: Service Rules & Regulations (Retail Customers)

Applicable: Entire Certified Service Area

Effective Date: January 15, 2015

Page 9 of 19

Revision: Five

5.4.5 PROVISIONS FOR COMPANY FACILITIES AND EQUIPMENT AND THE METER

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

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

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

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

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

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

5.4.7 UNAUTHORIZED USE OF DELIVERY SYSTEM

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

- (1) The Delivery Charges associated with the estimated amount of electricity delivered without Company authorization, which may be estimated based on amounts used under similar conditions during preceding years. Where no previous usage history exists at the

Tariff for Retail Delivery Service Oncor Electric Delivery Company LLC

Chapter 5: Service Rules & Regulations (Retail Customers)

Applicable: Entire Certified Service Area

Effective Date: January 15, 2015

Page 10 of 19

Revision: Five

- same Premises, consumption may be estimated on the basis of usage levels of similar Retail Customers at similar Premises under similar conditions;
- (2) The cost of replacing and repairing a Meter and associated Company equipment (including the Meter seal);
 - (3) The cost of installment of protective facilities or of relocation of Meter, if necessary to prevent further unauthorized use; and
 - (4) All other costs associated with the investigation and correction of the unauthorized use.

5.4.8 ACCESS TO RETAIL CUSTOMER'S PREMISES

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

5.5 RETAIL CUSTOMER'S ELECTRICAL LOAD

5.5.1 LOAD BALANCE

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

5.5.2 INTERMITTENT ELECTRICAL LOADS AND LIMITATIONS ON ADVERSE EFFECTS

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

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

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

Chapter 5: Service Rules & Regulations (Retail Customers)

Applicable: Entire Certified Service Area

Effective Date: January 15, 2015

Page 11 of 19

Revision: Five

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

5.5.3 EQUIPMENT SENSITIVE TO VOLTAGE AND WAVE FORMS

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

5.5.4 CHANGE IN RETAIL CUSTOMER'S ELECTRICAL LOAD

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

5.5.5 POWER FACTOR

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

- (1) Calculation of Power Factor Adjusted NCP kW.
The NCP kW applicable under the Monthly Rate section shall be modified by the following formula:

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

- (2) Calculation of Power Factor Adjusted 4-CP kW.
Each of the Retail Customer's monthly coincident peak kW Demands used to calculate the Retail Customer's average 4 CP kW Demand applicable under the Monthly Rate section shall be calculated using the following formula:

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

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

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

Chapter 5: Service Rules & Regulations (Retail Customers)

Applicable: Entire Certified Service Area

Effective Date: January 15, 2015

Page 12 of 19

Revision: Five

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

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

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

5.5.6 TESTING OF RETAIL CUSTOMER EQUIPMENT

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

5.6 LIMITATIONS ON USE OF DISTRIBUTION SERVICE

5.6.1 INTRASTATE RETAIL DELIVERY SERVICE LIMITATIONS (FOR ERCOT UTILITIES)

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

5.6.2 PARALLEL OPERATION

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

5.7 FACILITIES EXTENSION POLICY

5.7.1 GENERAL

This Facilities Extension Policy ("Policy") addresses the requirements associated with extension of Delivery System facilities, i.e., Construction Services, at the request of Retail Customer or

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

Chapter 5: Service Rules & Regulations (Retail Customers)

Applicable: Entire Certified Service Area

Effective Date: January 15, 2015

Page 13 of 19

Revision: Five

Competitive Retailer on behalf of its Retail Customer, for the following situations, which are sometimes collectively referred to as "extensions":

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

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

5.7.2 CONTRACTUAL ARRANGEMENTS

Company may require an executed Facility Extension Agreement, in the form approved by the Commission and specified in Section 6.3, AGREEMENTS AND FORMS, of this Tariff, between the entity requesting such service and Company prior to Company constructing standard and non-standard Delivery System facilities. In those instances where any payments are required, Company will provide a detailed cost estimate for the entity requesting the service to determine the special contractual arrangements required before Construction Service is provided. Regardless of any such payment, Company shall at all times have title to and complete ownership and control over facilities installed by Company.

5.7.3 PROCESSING OF REQUESTS FOR CONSTRUCTION OF DELIVERY SYSTEM

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

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

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

Chapter 5: Service Rules & Regulations (Retail Customers)

Applicable: Entire Certified Service Area

Effective Date: January 15, 2015

Page 14 of 19

Revision: Five

5.7.4 ALLOWANCE FOR FACILITIES

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

5.7.5 NON-STANDARD FACILITIES

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

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

5.7.6 CUSTOMER REQUESTED FACILITY UPGRADES

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

5.7.7 TEMPORARY DELIVERY SYSTEM

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

5.7.8 REMOVAL AND RELOCATION OF COMPANY'S FACILITIES AND METERS

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

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

Chapter 5: Service Rules & Regulations (Retail Customers)
Applicable: Entire Certified Service Area
Effective Date: January 15, 2015

Page 15 of 19
Revision: Five

5.7.9 DISMANTLING OF COMPANY'S FACILITIES

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

5.8 BILLING AND REMITTANCE

5.8.1 BILLING OF DELIVERY CHARGES

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

5.8.2 BILLING TO RETAIL CUSTOMER BY COMPANY

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

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

5.9 DEFAULT AND REMEDIES ON DEFAULT

5.9.1 COMPANY REMEDIES ON DEFAULT BY COMPETITIVE RETAILER

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

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

Chapter 5: Service Rules & Regulations (Retail Customers)
Applicable: Entire Certified Service Area
Effective Date: January 15, 2015

Page 16 of 19
Revision: Five

5.10 METER

5.10.1 METERING PRACTICES

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

5.10.2 RETAIL CUSTOMER RESPONSIBILITY AND RIGHTS

Each Retail Customer shall use reasonable care not to damage any of Company's Metering Equipment and related appurtenances on Retail Customer's Premises. Meters for residential Retail Customers shall be Company-owned unless otherwise determined by the Commission. Retail Customers required by the Independent Organization to have an IDR Meter may choose a Meter Owner, other than Company, in accordance with Applicable Legal Authorities otherwise, the Meter shall be owned by the Company.

Retail Customer shall own all Meter Data related to the premise occupied by that customer, regardless of whether the Meter Owner is the Retail Customer, the owner of the premise or a third party. Ownership of the Meter Data does not affect Company's obligations under this Tariff or other Applicable Legal Authorities to transmit Meter Data to the Independent Organization or the Retail Customer's Competitive Retailer. To the extent that data integrity is not compromised, the Retail Customer shall have the right to physical access to the Meter to obtain such Meter Data when technically feasible. The Retail Customer shall have the right and capability, including necessary security passwords, to assign access to the Retail Customer's Meter Data related to the premise occupied by that customer. "Physical Access" does not grant a customer the right to access a Meter in any way that may allow the customer the ability, directly or indirectly to alter billing and settlement data or compromise the safety of the Meter. Retail Customer is precluded from accessing any element of the Meter that may permit Retail Customer to alter billing and settlement data or compromise the accuracy or integrity of the Meter Data.

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

5.10.2.1 REQUIREMENTS

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

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

Where the Point of Delivery is inside the building, Customer shall provide the service entrance enclosure and space for Company's instrument transformers, as required. Retail Customer shall install Company-approved Meter socket or Meter enclosure. No

Tariff for Retail Delivery Service Oncor Electric Delivery Company LLC

Chapter 5: Service Rules & Regulations (Retail Customers)

Applicable: Entire Certified Service Area

Effective Date: January 15, 2015

Page 17 of 19

Revision: Five

Meter or Metering Equipment may be by-passed for any reason without prior approval of Company or as permitted by Applicable Legal Authorities.

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

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

5.10.4 LOCATION OF METER

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

Meters will not be installed as follows:

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

5.10.5 NON-COMPANY OWNED METERS

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

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

- (1) Retail Customer contact name;
- (2) Retail Customer contact phone number;
- (3) Meter Owner contact name, address and phone number;
- (4) Meter Type and manufacturer;
- (5) Competitive Retailers contact name and phone number;

Tariff for Retail Delivery Service Oncor Electric Delivery Company LLC

Chapter 5: Service Rules & Regulations (Retail Customers)

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

Page 18 of 19
Revision: Five

- (6) ESI ID if in existence and available;
- (7) Service address and directions to location when appropriate;
- (8) Service requested; and
- (9) Name, address, phone number and e-mail address of any agent designated by Retail Customer to make arrangements with Company for the requested service.

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

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

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

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

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

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

5.11 RETAIL CUSTOMER INQUIRIES

5.11.1 SERVICE INQUIRIES

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

- (1) Inquiries regarding site specific Delivery Services;
- (2) Construction of new lines, installation of a Meter, modification of existing equipment or change in Point of Delivery; or

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

Chapter 5: Service Rules & Regulations (Retail Customers)

Applicable: Entire Certified Service Area

Effective Date: January 15, 2015

Page 19 of 19

Revision: Five

- (3) Special circumstances such as Delivery Service requirements that are of non-standard size or characteristics.

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

5.11.2 COMPLAINTS

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

5.11.3 BILLING INQUIRIES

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

5.12 OUTAGE REPORTING

5.12.1 NOTIFICATION OF INTERRUPTIONS, IRREGULARITIES, AND SERVICE REPAIR REQUESTS

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

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

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

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

5.12.2 RESPONSE TO REPORTS OF INTERRUPTIONS AND REPAIR REQUESTS

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

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

6.1.1 Delivery System Charges
Applicable: Entire Certified Service Area
Effective Date:

Sheet: 1.1
Page 1 of 2
Revision: Ten

Chapter 6: Company Specific Items

6.1 Rate Schedules

6.1.1 Delivery System Charges

6.1.1.1 Charges for Transmission and Distribution System Service

6.1.1.1.1 Residential Service

AVAILABILITY

This schedule is applicable to Delivery Service for residential purposes (which may include a small amount of non-residential usage incidental to residential usage) of a permanent nature to Individual Private Dwellings (including their appurtenant structures) and to individually metered apartments when such Delivery Service is to one Point of Delivery and measured through one Meter and is not for shared or resale purposes. Each Individual Private Dwelling considered for Residential Service must have a unique 911 postal delivery address.

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

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

TYPE OF SERVICE

Delivery Service will be single-phase, 60 hertz, at a standard secondary voltage. Delivery Service will be metered using Company's Standard Meter. Any other metering option(s) requested by Retail Customer, if allowable, will be provided at an additional charge. Where Delivery Service of the type desired is not available at the Point of Delivery, additional charges and special contract arrangements may be required prior to Delivery Service being furnished, pursuant to the Company's Construction Service Charges.

MONTHLY RATE

I. Base Rate Charges:

Customer Charge	\$1.46	per Retail Customer
Metering Charge	\$2.86	per Retail Customer
Distribution System Charge	\$0.026218	per kWh

II. Nuclear Decommissioning Charge: See Rider NDC

III. Transmission Cost Recovery Factor: See Rider TCRF

IV. Energy Efficiency Cost Recovery Factor: See Rider EECRF

Other Charges or Credits

V. Distribution Cost Recovery Factor: See Rider DCRF

VI. Rate Case Expense Surcharge: See Rider RCE

VII. Interest Savings Refund: See Rider ISR

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

6.1.1 Delivery System Charges

Applicable: Entire Certified Service Area

Effective Date:

Sheet: 1.1

Page 2 of 2

Revision: Ten

COMPANY SPECIFIC APPLICATIONS

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

NOTICE

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

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

6.1.1 Delivery System Charges

Applicable: Entire Certified Service Area

Effective Date:

Sheet: 1.2

Page 1 of 3

Revision: Eleven

6.1.1.1.2 Secondary Service Less Than or Equal to 10 kW

AVAILABILITY

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

TYPE OF SERVICE

Delivery Service will be single-phase, 60 hertz, at a standard secondary voltage. Delivery Service will be metered using Company's Standard Meter for this type of Delivery Service, unless Retail Customer is eligible for and chooses a competitive meter provider. Any other metering option(s) requested by Retail Customer, if allowable, will be provided at an additional charge. Where Delivery Service of the type desired is not available at the Point of Delivery, additional charges and special contract arrangements may be required prior to Delivery Service being furnished, pursuant to the Company's Construction Service Charges.

MONTHLY RATE

I. Base Rate Charges:

Customer Charge	\$2.31	per Retail Customer
Metering Charge	\$4.71	per Retail Customer
Distribution System Charge	\$0.021884	per kWh

II. Nuclear Decommissioning Charge: See Rider NDC

III. Transmission Cost Recovery Factor: See Rider TCRF

IV. Energy Efficiency Cost Recovery Factor: See Rider EECRF

V. Competitive Meter Credit: See Rider CMC

Other Charges or Credits

VI. Distribution Cost Recovery Factor: See Rider DCRF

VII. Rate Case Expense Surcharge: See Rider RCE

VIII. Interest Savings Refund: See Rider ISR

COMPANY SPECIFIC APPLICATIONS

Delivery Service is also available at three-phase 60 hertz, at a standard secondary voltage. Any recorded demand of greater than 10 kW will result in the premise being assigned to the Secondary Greater Than 10 kW rate schedule the following billing month.

UNMETERED SERVICE LESS THAN OR EQUAL TO 80 WATTS

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

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

6.1.1 Delivery System Charges

Applicable: Entire Certified Service Area

Effective Date:

Sheet: 1.2

Page 2 of 3

Revision: Eleven

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

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

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

UNMETERED SERVICE LESS THAN 1 KILOWATT

Unmetered service may be available, at the Company's sole discretion for telecommunications devices (such as for 5G service) and associated equipment (collectively referred to as "devices"), attached to Company Delivery System facilities, whose maximum power requirements are between 81 and 999 watts, based on a 100% load factor, provided that the electric load can be reasonably estimated or predicted by the specifications of the installed equipment. The electric load will be determined from the manufacturer's specifications for the device or the actual test load, whichever is greater.

Delivery Service to telecommunications devices whose maximum power requirements are between 81 watts and 999 watts will be billed subject to the following conditions:

1. The monthly energy consumption for devices with a maximum load between 81 and 500 watts will be set at 360 kWh per device.
2. The monthly energy consumption for devices with a maximum load between 501 and 999 watts will be set at 719 kWh per device.
3. A maximum of 20 individual devices can be aggregated to a single account (*i.e.*, a single ESI ID), subject to the following conditions:
 - a. All aggregated devices must have the same assigned monthly energy consumption (*i.e.*, either 360 kWh or 719 kWh per device);
 - b. All aggregated devices must be located in the same city and county (or, in the event all of the devices are located outside the limits of an incorporated city, all devices must be located in the same county).

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

AGREEMENT

For Unmetered Service Less Than Or Equal To 80 Watts: Provision of unmetered service will require an agreement that includes certification by the Retail Customer on at least an annual basis of the number of installed devices and specific location of each device. Failure by Retail Customer to obtain Company's authorization for changes to unmetered service (including but not limited to the number of devices, the types of devices, and the location of devices) may result in Company's refusal to continue service. Retail Customer bears the responsibility to inform the Company of any changes that would result in a change to any amounts billed.

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

6.1.1 Delivery System Charges

Applicable: Entire Certified Service Area

Effective Date:

Sheet: 1.2

Page 3 of 3

Revision: Eleven

For Unmetered Service Less Than 1 kW: The Company will require a written agreement listing the location of each device and/or piece of equipment, the name and model number of each connected device, and the kWh to be used for billing, for each device associated with an ESI ID. Written request/notice from the Retail Customer is required in advance of any additions, deletions, or changes in the connected load served under this provision. It is the Retail Customer's obligation to inform the Company of any additions or reductions in load.

Reduction to the number of devices will be prospective from the date of notification by Retail Customer. Additions to the number of devices will be retroactive to the date of the installation regardless of the time period.

Any market order/transaction (such as a disconnection order) for a device aggregated into one account may result in all aggregated devices on that account being impacted by the order/transaction.

NOTICE

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

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

6.1.1 Delivery System Charges
Applicable: Entire Certified Service Area
Effective Date:

Sheet: 1.3
Page 1 of 2
Revision: Eleven

6.1.1.1.3 Secondary Service Greater Than 10 kW

AVAILABILITY

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

TYPE OF SERVICE

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

MONTHLY RATE

I. Base Rate Charges:

Customer Charge	\$11.40	per Retail Customer
Metering Charge	\$21.74	per Retail Customer
Distribution System Charge	\$5.951686	per NCP kW

II. Nuclear Decommissioning Charge:

See Rider NDC

III. Transmission Cost Recovery Factor:

See Rider TCRF

IV. Energy Efficiency Cost Recovery Factor:

See Rider EECRF

V. Competitive Meter Credit:

See Rider CMC

Other Charges or Credits

VI. Distribution Cost Recovery Factor:

See Rider DCRF

VII. Rate Case Expense Surcharge:

See Rider RCE

VIII. Interest Savings Refund:

See Rider ISR

COMPANY SPECIFIC APPLICATIONS

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

A Premises assigned to a Secondary Greater Than 10 kW rate shall remain on a Secondary Greater Than 10 kW rate until that Premises has completed six consecutive billing months with no recorded demand greater than 10 kW. The month following the 6th consecutive billing month with no recorded demand greater than 10 kW, the Premises shall be assigned to a Secondary Less Than or Equal to 10 kW rate.

For Company's policy on initial rate assignment, please refer to Section 6.2.3.5 of this Tariff

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

6.1.1 Delivery System Charges

Applicable: Entire Certified Service Area

Effective Date:

Sheet: 1.3

Page 2 of 2

Revision: Eleven

DETERMINATION OF BILLING DEMAND FOR TRANSMISSION SYSTEM CHARGES

Any Premises that has established an NCP kW of at least 700 kW in any previous billing month, or Retail Customers billed on 4CP kW prior to the effective date of this tariff, shall be billed on their 4CP kW pursuant to the Determination of 4CP kW provision shown below.

DETERMINATION OF NCP kW

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

DETERMINATION OF 4CP kW

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

DETERMINATION OF BILLING DEMAND FOR DISTRIBUTION SYSTEM CHARGES

DETERMINATION OF NCP kW

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

NOTICE

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

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

6.1.1 Delivery System Charges
Applicable: Entire Certified Service Area
Effective Date:

Sheet: 1.4
Page 1 of 1
Revision: Eleven

6.1.1.1.4 Primary Service Less Than or Equal to 10 kW

AVAILABILITY

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

TYPE OF SERVICE

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

MONTHLY RATE

I. Base Rate Charges:

Customer Charge	\$9.66	per Retail Customer
Metering Charge	\$20.00	per Retail Customer
Distribution System Charge	\$0.010615	per kWh

II. Nuclear Decommissioning Charge: See Rider NDC

III. Transmission Cost Recovery Factor: See Rider TCRF

IV. Energy Efficiency Cost Recovery Factor: See Rider EECRF

V. Competitive Meter Credit: See Rider CMC

Other Charges or Credits

VI. Distribution Cost Recovery Factor: See Rider DCRF

VII. Rate Case Expense Surcharge: See Rider RCE

VIII. Interest Savings Refund: See Rider ISR

COMPANY SPECIFIC APPLICATIONS

Any recorded demand of greater than 10 kW will result in the premise being assigned to the Primary Greater Than 10 kW rate schedule the following billing month.

For Company's policy on initial rate assignment, please refer to Section 6.2.3.5 of this Tariff.

NOTICE

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

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

6.1.1 Delivery System Charges

Applicable: Entire Certified Service Area

Effective Date:

Sheet: 1.5

Page 1 of 2

Revision: Eleven

6.1.1.1.5 Primary Service Greater Than 10 kW – Distribution Line

AVAILABILITY

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

TYPE OF SERVICE

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

MONTHLY RATE

I. Base Rate Charges:

Customer Charge	\$15.24	per Retail Customer
Metering Charge	\$46.63	per Retail Customer
Distribution System Charge	\$3.846202	per Distribution System billing kW

II. Nuclear Decommissioning Charge: See Rider NDC

III. Transmission Cost Recovery Factor: See Rider TCRF

IV. Energy Efficiency Cost Recovery Factor: See Rider EECRF

V. Competitive Meter Credit: See Rider CMC

Other Charges or Credits

VI. Distribution Cost Recovery Factor: See Rider DCRF

VII. Rate Case Expense Surcharge: See Rider RCE

VIII. Interest Savings Refund: See Rider ISR

COMPANY SPECIFIC APPLICATIONS

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

A Premises assigned to a Primary Greater Than 10 kW rate shall remain on a Primary Greater Than 10 kW rate until that Premises has completed six consecutive billing months with no recorded demand greater than 10 kW. The month following the sixth consecutive billing month with no recorded demand greater than 10kW, the Premises shall be assigned to a Primary Less Than or Equal to 10 kW rate.

For Company's policy on initial rate assignment, please refer to Section 6.2.3.5 of this Tariff.

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

6.1.1 Delivery System Charges

Applicable: Entire Certified Service Area

Effective Date:

Sheet: 1.5

Page 2 of 2

Revision: Eleven

DETERMINATION OF BILLING DEMAND FOR TRANSMISSION SYSTEM CHARGES

Any Premises that has established an NCP kW of at least 700 kW in any previous billing month, or Retail Customers billed on 4CP kW prior to the effective date of this tariff, shall be billed on their 4CP kW pursuant to the Determination of 4CP kW provision shown below.

DETERMINATION OF NCP kW

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

DETERMINATION OF 4CP kW

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

DETERMINATION OF BILLING DEMAND FOR DISTRIBUTION SYSTEM CHARGES

DETERMINATION OF BILLING kW

For loads whose maximum 15-minute NCP kW established in the 11 months preceding the current billing month is less than or equal to 20 kW, the Billing kW applicable to the Distribution System Charge shall be the 15-minute NCP kW for the current billing month.

For all other loads, the Billing kW applicable to the Distribution System Charge shall be the higher of the 15-minute NCP kW for the current billing month or 80% of the highest monthly 15-minute NCP kW established in the 11 months preceding the current billing month (80% ratchet).

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

NOTICE

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

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

6.1.1 Delivery System Charges

Applicable: Entire Certified Service Area

Effective Date:

Sheet: 1.6

Page 1 of 2

Revision: Eight

6.1.1.1.6 - Primary Service Greater Than 10 kW – Substation

AVAILABILITY

This schedule is applicable to Delivery Service taken directly from a Company-owned substation for non-residential purposes at primary voltage when such Delivery Service is to one Point of Delivery and measured through one Meter. This service is limited to new Points of Delivery and may not be used when combining new Points of Delivery with existing load or combining existing Points of Delivery.

TYPE OF SERVICE

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

MONTHLY RATE

I. Base Rate Charges:

Customer Charge	\$195.72	per Retail Customer
Metering Charge	\$341.28	per Retail Customer
Distribution System Charge	\$1.089114	per Distribution System billing kW

II. Nuclear Decommissioning Charge: See Rider NDC

III. Transmission Cost Recovery Factor: See Rider TCRF

IV. Energy Efficiency Cost Recovery Factor: See Rider EECRF

V. Competitive Meter Credit: See Rider CMC

Other Charges and Credits

VI. Distribution Cost Recovery Factor: See Rider DCRF

VII. Rate Case Expense Surcharge: See Rider RCE

VIII. Interest Savings Refund: See Rider ISR

COMPANY SPECIFIC APPLICATIONS

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

DETERMINATION OF BILLING DEMAND FOR TRANSMISSION SYSTEM CHARGES

Any Premises that has established an NCP kW of at least 700 kW in any previous billing month, or Retail Customers billed on 4CP kW prior to the effective date of this tariff, shall be billed on their 4CP kW pursuant to the Determination of 4CP kW provision shown below.

DETERMINATION OF NCP kW

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