

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

**6.3 Agreements and Forms**  
Applicable: Entire Certified Service Area  
Effective Date: September 17, 2009

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

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

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

**FOR RETAIL CUSTOMER:**

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

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

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

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

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

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

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

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

\_\_\_\_\_

**FOR METER OWNER:**

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

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

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

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

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

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

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

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

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

**FOR RETAIL CUSTOMER'S AGENT:**

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

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

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Address: \_\_\_\_\_  
\_\_\_\_\_  
Email: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_

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

**D. OTHER TERMS AND CONDITIONS**

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

Company (insert name) \_\_\_\_\_  
(legal signature) \_\_\_\_\_  
(date) \_\_\_\_\_  
  
Retail Customer (insert name) \_\_\_\_\_  
(legal signature) \_\_\_\_\_  
(date) \_\_\_\_\_



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

**Meter Owner** (insert name)

(legal signature)

(date)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

(legal signature)

(date)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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## **6.3.16 COMPETITIVE METERING LETTER OF AGENCY**

Electric Service Identifier (ESI ID Number):\* \_\_\_\_\_

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

\_\_\_\_\_

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

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

\_\_\_\_\_

Retail Customer's Email: \_\_\_\_\_

Retail Customer's Telephone Number: \_\_\_\_\_

Retail Customer's Fax Number: \_\_\_\_\_

Retail Electric Provider or (REP): \_\_\_\_\_

Transmission and Distribution Utility (TDU): \_\_\_\_\_

Retail Customer's Agent: \_\_\_\_\_

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

\_\_\_\_\_

Retail Customer's Agent's Email: \_\_\_\_\_

Retail Customer's Agent's Telephone Number: \_\_\_\_\_

Retail Customer's Agent's Fax Number: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

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**6.3.17 Agreement for Street Lighting Service**

**AGREEMENT FOR STREET LIGHTING SERVICE**

BY AND BETWEEN

\_\_\_\_\_

A \_\_\_\_\_

AND

ONCOR ELECTRIC DELIVERY COMPANY LLC

DATE

\_\_\_\_\_

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**AGREEMENT FOR STREET LIGHTING SERVICE  
BY AND BETWEEN  
ONCOR ELECTRIC DELIVERY COMPANY LLC AND  
[INSERT NAME]**

\_\_\_\_\_, ("Customer"), and Oncor Electric Delivery Company LLC, for and in consideration of the mutual covenants set forth in this Agreement for Street Lighting Service (the "Agreement"), agree as follows:

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meanings indicated:
  - a. "Company's Tariff" shall mean the Company's approved Tariff for Retail Delivery Service, as may be revised from time to time during the term of this Agreement, on file with the Public Utility Commission of Texas;
  - b. Customer shall be the "Retail Customer" as such term is used in Company's Tariff.
  - c. "Facility" or "Facilities" shall mean the electrical facilities or equipment, including but not limited to, pole(s), luminaire(s), wires, and appurtenances, owned by Company or Customer, through which Company will provide service to Customer pursuant to this Agreement.
2. **Term and Termination.** Consistent with the requirements of section 6.1.1.1.8 - Lighting Service of Company's Tariff, this Agreement shall be effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and, unless terminated early in accordance with the terms of this Agreement, shall remain in effect for an initial term of ten (10) years and from year to year thereafter until canceled by either party consistent with the terms of this Agreement. After the expiration of the initial ten year term, this Agreement may be terminated by either party upon ninety (90) days written notice to the other party. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated at any time under the following conditions.
  - (a) If Company begins installation of any requested Facilities prior to receiving full payment of any contribution-in-aid-of-construction provided for in section 6.1.1.1.8 - Lighting Service of Company's Tariff or any subsequently approved similar provision, from Customer or Customer's agent or representative ("Customer's Agent") as appropriate, and Customer or Customer's Agent thereafter fails to make such payment in full, then: (i) Company may immediately terminate this Agreement by providing written notice of such termination to Customer, (ii) Company may remove all such Facilities, and (iii) Customer shall pay Company all cost incurred by Company in removing such Facilities, less the salvage value of such Facilities, within 30 days of Company's removal of the subject Facilities.
  - (b) If Customer discontinues taking electric service from Customer's designated competitive retailer at Facilities, for purposes other than to allow the Customer to begin receiving service from another competitive retailer at such Facilities, then: (i) Company may immediately terminate this Agreement by providing written notice of such termination to Customer, (ii) Company may remove all such Facilities owned by Company, and (iii) Customer shall pay Company all cost incurred by Company in removing such Facilities, less the salvage value of such Facilities, within 30 days of Company's removal of the subject Facilities.
  - (c) If Customer purchases Facilities owned by Company.
3. **Contribution-In-Aid-Of-Construction.** Section 6.1.1.1.8 - Lighting Service of Company's Tariff provides for the installation or construction by Company of a base level of Facilities with no contribution-in-aid-of-construction required from Customer. For example, Schedule A provides for the installation or construction of wood poles of a type normally used by Company served overhead without the payment of contribution-in-aid-of-construction by Customer. Requested Facilities that exceed such base level require a contribution-in-aid-of-construction to be paid by Customer to Company. Company will begin work on the requested Facilities prior to receipt of full payment of any required contribution-in-aid-of-construction from Customer or Customer's Agent. However, Customer or Customer's Agent shall pay to Company any required

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contribution-in-aid-of-construction prior to Company energizing the requested Facilities or within 90 days from the receipt of a contribution-in-aid-of-construction invoice, whichever is earlier. If Customer has arranged for Customer's Agent to pay to Company any required contribution-in-aid-of-construction, then Customer's Agent shall execute a Supplement to this Agreement, the form of which is attached hereto as Exhibit A, for the sole purpose of establishing such agent's agreement to pay such contribution-in-aid-of-construction.

**4. Service Subject to Company's Tariff.** This Agreement is subject to the terms and conditions of Company's Tariff, and all services provided by Company shall be pursuant to and consistent with Company's Tariff. To the extent any provision of this Agreement conflicts with or is inconsistent with Company's Tariff, then the provisions of Company's Tariff shall control.

**5. Material Change.** In the event that a judicial decision, order, new law or regulation, or a change in any law or regulation, materially and directly affects a party's ability to perform its obligations hereunder, then the party that is negatively affected shall have the right to notify the other party, within 30 days after becoming aware of such detrimental event. The parties shall use their best efforts to negotiate a modification to the terms of this Agreement so as to mitigate the impact of the event. If, after twenty (20) days beyond the notice, the parties have been unable to negotiate a mutually satisfactory modification to the terms of this Agreement, then either party shall have the right to terminate this agreement upon ten (10) days written notice to the other party. If such right to terminate is not exercised within forty-five (45) days after the date of the original notice, then the right to terminate this Agreement shall be waived with respect to the particular event.

**6. Type of Service and Applicable Rate Schedule.** The type of service provided and rate schedule applicable at each Facility or group of Facilities shall be agreed to by the Parties and specified on the form entitled Request for Street Lighting Service, attached hereto as Exhibit "B," which may be amended or supplemented as necessary, at any time, by mutual agreement of the parties.

**7. Installation/Construction.** All requests for installation or construction of Facilities subject to this Agreement shall be made on the form entitled Request for Street Lighting Service, attached hereto as Exhibit "B" and incorporated into this Agreement by execution of the form Supplement to the Agreement attached hereto as Exhibit "A." All such installation or construction shall be performed by Company pursuant to and consistent with section 6.1.1.1.8 - Lighting Service of Company's Tariff, and all other applicable provisions of such Tariff.

**8. Relocation of Facilities.** Nothing contained herein modifies section 37.101 of PURA, which provides that "the governing body of a municipality may require an electric utility to relocate the utility's facility at the utility's expense to permit the widening or straightening of a street by: (1) giving the electric utility 30 days' notice; and (2) specifying the new location for the facility along the right-of-way of the street." Notwithstanding the foregoing, issues regarding the relocation of Facilities should, if possible, be resolved by the parties prior to the execution of this Agreement and may require the execution of a separate agreement.

**9. Billing and Payment.** Company will invoice Customer directly for the contribution-in-aid-of-construction specified on the form entitled Request for Street Lighting Service, attached hereto as Exhibit "B" and any other charges for which Company's Tariff provides for direct billing by Company to Customer. Federal income taxes are due on contributions-in-aid-of-construction, pursuant to current Internal Revenue Service ("IRS") rulings and regulations, unless Customer is eligible for an exemption available under applicable IRS regulations. To the extent such IRS rulings and regulations are modified in a manner that impacts the obligation of Customer to pay such federal income taxes, then the Parties shall implement such modified rulings and regulations on a prospective basis. All other charges associated with the Services provided by Company to Customer will be included on the bill or invoice that Customer receives from Customer's designated competitive retailer.

**10. No Delegation of Authority.** Customer does not by this Agreement delegate its authority or responsibility for the Facilities covered by this Agreement to Company but shall continue to hold full discretion to determine the policies and procedures regarding such Facilities.

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**11. Obstructions.** Customer is responsible for removing all obstructions and trimming all trees that may interfere with the installation or construction of requested Facilities. After installation, Company is responsible for removing or trimming all trees that interfere with the distribution line providing service to the lighting facilities and Customer is responsible for removing or trimming all trees that interfere with the dispersion of light from the Facilities.

**12. Outages.** To the extent that Company is responsible for maintaining Facilities pursuant to this Agreement, Customer may report any Facilities requiring maintenance to Company via either of the following means:

Internet: <http://oncorstreetlight.com>  
Telephone: 1-888-313-4747

**13. Permits.** Customer will secure for Company all permits and consents necessary for the performance of this Agreement.

**14. Notice.** Except as provided in section 12 above, any notice required under this Agreement shall be forwarded to the following representatives of the parties:

Customer:

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

Company:

STAKEHOLDER OPERATIONS  
ONCOR ELECTRIC DELIVERY COMPANY LLC  
1616 WOODALL RODGERS FWY  
DALLAS, TX 75202

**15. Prior Agreements for Street Lighting Service.** This Agreement supersedes and amends all prior agreements for Street Lighting Service between Company and Customer.

**16. Successors and Assigns.** This Agreement shall inure to the benefit of, and be binding upon, Company and Customer and their respective successors and permitted assigns. Neither party shall assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party. Notwithstanding the foregoing, Company may, without the consent of Customer and upon five (5) days advance written notice, (a) transfer or assign this Agreement to an affiliate of Company, or (b) transfer or assign this Agreement to any person or entity succeeding to all or a substantial portion of the assets of Company. UPON AN ASSIGNMENT PURSUANT TO THIS SECTION, CUSTOMER AGREES THAT COMPANY SHALL HAVE NO FURTHER OBLIGATIONS REGARDING FUTURE PERFORMANCE HEREUNDER.

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This Agreement is effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

[[INSERT CUSTOMER NAME]]

BY:

\_\_\_\_\_

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(DATE)

ONCOR ELECTRIC DELIVERY COMPANY LLC

BY:

\_\_\_\_\_

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(DATE)



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**EXHIBIT "A"**

**WR Number:** \_\_\_\_\_

**SUPPLEMENT TO  
THE AGREEMENT FOR STREET LIGHTING SERVICE BY AND BETWEEN  
ONCOR ELECTRIC DELIVERY COMPANY LLC AND \_\_\_\_\_  
DATED \_\_\_\_\_**

This Supplement ("Supplement") to the Agreement for Street Lighting Service ("Agreement"), is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by ONCOR Electric Delivery Company LLC and \_\_\_\_\_, ("Customer") both hereinafter referred to as the "Parties." In consideration of the mutual promises and undertakings herein set forth, the Parties hereby agree to amend the Agreement as follows:

1. The following Request for Street Lighting Service is hereby added to the Agreement:  

Request for Street Lighting Service dated \_\_\_\_\_, attached hereto as Exhibit B.
2. This Supplement shall become effective upon execution by the Parties.
3. This Supplement is subject to the terms and conditions of the Agreement.
4. If Customer has arranged for its designated agent or representative ("Customer's Agent") to pay to Company the contribution-in-aid-of-construction ("CIAC") referenced in the Agreement, then Customer's Agent shall execute this Amendment for the sole purpose of establishing such agent's agreement to pay such CIAC.
5. Except as otherwise provided herein, the Agreement shall continue in full force and effect in accordance with its terms.

IN WITNESS HEREOF, the Parties have caused this Supplement to be executed in several counterparts, each of which shall be deemed an original but all shall constitute one and the same instrument.

**ONCOR ELECTRIC DELIVERY COMPANY LLC**

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

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

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

*For CIAC purposes only pursuant  
to Section (4) above.*

\_\_\_\_\_  
[[INSERT CUSTOMER NAME]]

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

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

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

\_\_\_\_\_  
[[INSERT CUSTOMER'S AGENT'S NAME]]

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

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

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

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# REQUEST FOR STREET LIGHTING SERVICE

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

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**AGREEMENT FOR INTERCONNECTION OF DISTRIBUTION  
GENERATION RESOURCE**

Between

[CUSTOMER]

as a Distribution Generation Resource,

and

Oncor Electric Delivery Company LLC,

as the Transmission and Distribution Service Provider,

for

[Project Name]

[Date]

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Agreement for Interconnection of Distribution Generation Resource  
[Customer Project] Date Confidential Information

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**Agreement for Interconnection of Distribution Generation Resource**

This Interconnection Agreement ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Oncor Electric Delivery Company LLC, a Delaware limited liability company ("Company"), and [\_\_\_\_], ("Customer"), each hereinafter may be referred to individually as "Party" or both referred to collectively as the "Parties."

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

**1. Objective and Scope**

Company represents that it is a public utility that owns and operates facilities for the transmission and distribution of electricity. Customer represents that it will own and operate a Distribution Generation Resource ("DGR"). It is the intent of the Parties, by this Agreement, to state the terms and conditions under which Customer Facilities will be interconnected to Company Facilities and how Customer Facilities will be operated and dispatched as an ERCOT generation or energy storage resource. This Agreement shall apply to the interconnection and operation of Distribution Generation Resources interconnecting at distribution voltage. DGR by definition is subject to all ERCOT protocols and other ERCOT rules that apply to Generation Resources. This Agreement shall apply to the ownership, design, construction, control, operation, and maintenance of Facilities specifically identified and described in the attached Facility Schedules. This Agreement is applicable only to the distribution-level generators that register with ERCOT as a Generation Resource and does not apply to other distribution-level generators, including Settlement-Only Distribution Generators ("SODG"), and unregistered Distributed Generation.

**2. Definitions**

Capitalized terms shall apply and have the meaning as set forth below, except as otherwise specified in the Agreement:

- A. "Agreement" shall mean this Agreement with all Exhibits attached hereto, and any exhibits, schedules and attachments hereafter added by amendment to this Agreement.
- B. "Ancillary Service" shall have the meaning ascribed thereto in Section 2 of the ERCOT Nodal Protocols.
- C. "ANSI Standards" shall mean the American National Standards Institute Standards in effect at the time a new Point of Interconnection is constructed or an existing POI is modified.
- D. "Commercial Operation" shall mean the date on which Customer declares that the construction of Customer Facility has been substantially completed, testing and commissioning of Customer Facility has been completed, and Customer Facility is ready for dispatch.
- E. "Company Facility(ies)" shall mean the network of electrical components, communication, or other common utility equipment installed by Company.
- F. "Customer Facility(ies)" shall mean the network of electrical components installed by Customer in order to supply, transfer, or use electric power and as specified in the Facility Schedule(s).
- G. "DG Rules" shall mean PUCT Substantive Rules 25.211, relating to Interconnection of Distributed Generation, and 25.212, relating to Technical requirements for Interconnection and Parallel Operation of On-Site Distributed Generation (16 Texas Administrative Code §25.211 and §25.212) or any successor rule(s) addressing distributed generation.
- H. "Distribution Generation Resource" ("DGR") shall mean generation or energy storage resources which are connected to Company's distribution system at less than 60 kV as a Generation Resource capable of being economically dispatched via the ERCOT Security-Constrained Economic Dispatch ("SCED") and eligible

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to provide Ancillary Services. In addition, a DGR must be registered with ERCOT in accordance with Planning Guide Section 6.8.2, Resource Registration Process, and must be modeled in ERCOT systems in accordance with Section 3.10.7.2, Modeling of Resources and Transmission Loads.

- I. "DGR Integration Study" shall mean the transmission and distribution technical studies required by the Company in order to integrate operation of the Customer Facility with the Company's transmission and distribution system in accordance with all Company operating requirements and consistent with ERCOT protocols and other ERCOT rules. The DGR Integration Study identifies the additional necessary upgrades, improvements, or changes needed to support safe and reliable operations through the distribution interface and into the transmission grid.
- J. "Distributed Generation" ("DG") shall mean an electrical generating facility located at a Customer's point of delivery (point of common coupling) of ten megawatts (MW) or less and connected at a voltage less than 60 kilovolts (kV) which may be connected in parallel operation to the utility system.
- K. "ERCOT" shall mean the Electric Reliability Council of Texas, Inc., or its successor in function.
- L. "ERCOT Requirements" shall mean the ERCOT Operating Guides, ERCOT Protocols, as well as any other binding documents adopted by ERCOT relating to the interconnection and operation of electric systems in ERCOT, including any amendments to those Guides, Protocols, and binding documents that are adopted by ERCOT from time to time, and any successors thereto.
- M. "Facility Schedule(s)" shall mean all Exhibits attached to this Agreement, which identify equipment, conditions, and information associated with this Point of Interconnection.
- N. "Generation Resource(s)" shall mean a Customer Facility capable of providing energy or Ancillary Service to the ERCOT System and is registered with ERCOT as a Generation Resource. The term "Generation Resource" does not include a Non-Modeled generator.
- O. "Good Utility Practice" shall have the meaning ascribed thereto in PUCT Substantive Rule 25.5(56), or its successor.
- P. "Governmental Authority(ies)" shall mean any federal, state, local or municipal body having jurisdiction over a Party.
- Q. "IEEE Standards" shall mean the Institute of Electrical and Electronic Engineers Standards in effect at the time a new Point of Interconnection is constructed or an existing POI is modified.
- R. "Impact Study" shall mean the distribution-level, 60 kV or less, steady-state Impact Study performed by Company intended to determine the expected impacts of the proposed Customer Facility on the Company's transmission and distribution system. This study takes into account the requested modes of operation and reports the necessary upgrades, improvements, or changes needed to allow the interconnection on the distribution system.
- S. "In-Service Date" shall be the date, as reflected in the Facility Schedule that the Company Facilities will be ready to connect to the Customer Facilities.
- T. "NESC" shall mean the National Electrical Safety Code in effect at the time a new Point of Interconnection is constructed or an existing POI is modified.
- U. "Person" shall mean any individual, partnership, firm, corporation, limited liability company, association, trust, unincorporated organization or other entity.

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- V. "Point of Interconnection" ("POI") shall mean the point(s) of interconnection specified in Exhibit "A" where the electrical systems of the Parties are connected or may, by the closure of normally open switches, be connected, such that electric power may flow in either direction.
- W. "PUCT" shall mean the Public Utility Commission of Texas or its successor in function.
- X. "RARF" shall mean Resource Asset Registration Form.
- Y. "Reasonable Efforts" shall mean the use of Good Utility Practice and the exercise of due diligence (pursuant to PUCT Rule 25.191(d)(3)).
- Z. "SODG" shall mean a Settlement-Only Distribution Generator which is a less than 10 MW generator connected at 60 kV or less and registered with ERCOT as a Settlement Only Generator ("SOG"). They are not dispatchable by ERCOT and telemetry is not required. They are settled in the market for energy only.
- AA. "Tariff" shall mean the applicable Oncor Tariff, either the Tariff for Retail Delivery Service or the Tariff for Transmission Service.
- BB. Wholesale Storage Load ("WSL") shall mean energy that is separately metered from all other facilities to charge a technology that is capable of storing energy and releasing that energy at a later time to generate electric energy. WSL includes losses for the energy conversion process that are captured by the WSL EPS Meter. WSL is limited to the following technologies: batteries, flywheels, compressed air energy storage, pumped hydro-electric power, electro chemical capacitors, and thermal energy storage associated with turbine inlet chilling.

**3. Effective Term and Termination Rights**

- A. This Agreement becomes effective when executed by both Parties and shall remain in effect until terminated. The Agreement may be terminated for any of the following reasons:
  - a. Customer may terminate this Agreement at any time, by giving Company sixty (60) days' advance written notice.
  - b. Company may terminate this Agreement by giving written notice to the Customer upon failure by Customer to reach Commercial Operation within twelve (12) months after the In-Service Date.
  - c. Either Party may terminate this Agreement by giving at least sixty (60) days' advance written notice that a Party is in default of any of the material terms and conditions of this Agreement, however, the notice is required to specify the basis of the request for termination and there is opportunity to cure the default with Reasonable Efforts.
  - d. Company may terminate this Agreement by giving Customer at least sixty (60) days' advance written notice, if possible, in the event of a material change in an applicable rule or statute that necessitates termination of this Agreement. In the event of a termination, Company shall engage in good faith negotiations towards reaching a new interconnection agreement, however the Company does not guarantee such negotiations will result in a new interconnection agreement.
- B. If a Party elects to terminate this Agreement pursuant to this Section 3, Customer shall pay all costs incurred by Company as of the date of receipt by the non-terminating Party of the notice of termination. Customer cost shall include
  - a. The costs that Company has incurred for engineering, procuring equipment and materials, right of way acquisition, construction, and any other costs related to the Company Facilities.
  - b. The costs that Company has committed to incur that it is unable to avoid using commercially reasonable steps.
  - c. Costs incurred by Company after the date of termination to return Company's system to a condition consistent with Company's construction standards. In the event of termination by either Party, both

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Parties shall use Reasonable Efforts to mitigate the damages and charges that they may incur as a consequence of termination. These provisions shall survive termination of this Agreement.

- C. In calculating the costs Company has incurred (or has committed to incur), such costs shall include the normal loadings Company applies to construction projects of this nature and shall be increased by an adder to cover the effects of a Customer payment on the Company's tax liability and shall include an amount to recover franchise fees where applicable.
- D. Upon termination of this Agreement, the Parties will disconnect the Customer Facilities from the Company Facilities. The Parties will use Reasonable Efforts to coordinate such disconnection and the removal of Customer Facilities and Company Facilities. If the Customer Facilities are not disconnected and/or removed within thirty (30) days of written notice by Company to Customer, Company shall have the right to disconnect the Customer Facilities from the Company Facilities, remove Customer Facilities from property owned or controlled by Company, and restore Company's system to a condition consistent with Company's construction standards. Customer will be responsible for all costs and expenses, in their entirety, for Company to remove Customer Facilities and restore Company's system to a condition of construction standard due to Customer failure to remove Customer Facilities within thirty (30) days. The provisions of this Section shall survive termination of this Agreement.

**4. Establishment of Point of Interconnection**

Parties agree to interconnect their facilities in accordance with the terms and conditions of this Agreement. The Parties agree to design and construct their individual facilities hereunder in accordance with the following:

- A. Good Utility Practice;
- B. ERCOT Requirements;
- C. PUCT Substantive Rules;
- D. Applicable provisions of the NESC, ANSI Standards, and IEEE Standards, in effect at the time of construction of the interconnection facilities; and
- E. All valid, applicable federal, state, and local laws, ordinances, rules, regulations and orders of, and Tariffs approved by, duly constituted Governmental Authorities.

**5. Exclusions and Modifications**

The provisions of the DG Rules, which by their terms may not be applicable to this Agreement, are hereby incorporated into this Agreement in their entirety for Customer Facilities, and all such Customer Facilities must adhere to all applicable provisions of the DG Rules. Provided, however, that the provisions of the DG Rules that are inconsistent with the intended operation of Customer Facilities as a DGR are not incorporated into this Agreement, and provided further that in the event of any conflict between the provisions of the DG Rules and the provisions of this Agreement, this Agreement will control. This Agreement does not fall under jurisdiction of NERC or NERC Reliability Standards except where explicitly described for the operation of Customer Facilities.

**6. Right of Access, Equipment Installation, Removal & Inspection**

- A. Upon reasonable notice, Company shall be granted access to Customer's premises to inspect the Customer Facility and observe the commissioning (including any testing), startup, and operation of the Customer Facility.
- B. Following initial inspection as described in Subsection 6(A.) at reasonable hours and upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Company shall have



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access to Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed by the terms and conditions of this Agreement, or if necessary to meet its obligations to provide service to its customers.

- C. Customer warrants that it has, or has obtained from other entities, all necessary rights to provide Company access to the Customer's premises, as necessary or appropriate for Company to exercise its rights under this Agreement.

**7. Modifications of Customers Facilities**

Customer agrees that prior to making any modifications to Customer Facilities including but not limited to changes in Ancillary Services or the services studied at the time of interconnection that substantially affect the interconnection facilities and/or associated system protection equipment and/or system protection settings, and/or other parameters associated with the interconnection between the Customer Facility and Company Facilities (including but not limited to the installation of new or upgraded facilities), Customer must provide notification and receive written approval from Company, prior to making such modifications.

**8. Service Interruptions**

- A. Company shall have the right to suspend service in cases where continuance of service to Customer will endanger Persons or property. During a forced outage of the Company Facilities, Company shall have the right to suspend service to effect immediate repairs of the Company Facilities.
- B. The Parties recognize that the interruption of service provisions of Company's applicable Tariff and the applicable provisions of the PUCT Substantive Rules give Company the right to disconnect the Company Facility from Customer Facility under the conditions specified therein. Customer will promptly disconnect Customer Facility from the Company Facility when required by and in accordance with Company's applicable Tariff and the applicable provisions of the PUCT Substantive Rules or ERCOT Requirements, provided that Company shall have the right to disconnect Customer Facility from the Company Facility if Customer fails to comply with any such disconnection requirement or if Customer fails to comply with the terms of the applicable Company Tariff including failure to pay charges assessed, pursuant to the applicable Company Tariff.

**9. Metering, Telemetry, and Communication Requirements**

- A. Metering, telemetry, and communication of data by Company and Customer hereunder will be in accordance with ERCOT Requirements. Company will specify data to be provided to Company by Customer. Company shall, in accordance with Oncor Tariff, ERCOT Requirements and Good Utility Practice, install, own, operate, inspect, test, and maintain certain metering, telemetry, and communications equipment associated with the interconnection and operation of the Customer Facility.
- B. Customer shall, in accordance with ERCOT Requirements and Good Utility Practice, install, own, operate, inspect, test, calibrate, and maintain certain metering, telemetry, and communications equipment associated with the interconnection and operation of the Customer Facility. The interconnection of the Customer Facility with the Company Facilities shall not interfere with the operation of Company's metering, telemetry, or communications equipment.
- C. Company will notify Customer no less than seven (7) business days in advance of any planned maintenance, inspection, testing, or calibration of metering equipment, telemetry, or communications equipment unless otherwise agreed to in writing. Customer, shall have the right to be present for these activities and to receive copies of appropriate documents related to the procedures and results.
- D. Prior to the connection of the Customer Facility, acceptance tests will be performed by the Parties to ensure the proper functioning of all metering, telemetry and communications equipment associated with the

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interconnection and operation of the Customer Facility, and to verify the accuracy of data received by Company and Customer. All acceptance tests will be performed consistent with ERCOT Requirements and Good Utility Practice.

- E. Customer will own and install the necessary communications facilities for provision of SCADA communications and telemetry to Customer's energy management system and to Company's system dispatch center consistent with ERCOT Requirements. All communications facilities delivering data to Company shall meet Company's requirements. If there is a conflict between Company requirements and ERCOT Requirements, Company requirements shall prevail.

Company shall, in accordance with Good Utility Practice and applicable requirements, specify the communications facilities necessary to transmit data from Customer's metering and telemetry facilities to Company's system dispatch center.

- F. Each Party will promptly advise the other Party if it detects or otherwise learns of any metering, telemetry or communications equipment error or malfunction that requires attention and/or correction by the other Party. The Party owning such equipment shall correct such error or malfunction as soon as reasonably feasible in accordance with ERCOT Requirements.
- G. Any change to Customer's meters, telemetry equipment, voltage transformers, current transformers, associated panels, hardware, conduit or cable, which will affect the data received by Customer must be approved in writing by Company prior to Customer making such change.

**10. System Protection and Other Controls Requirements**

- A. Customer shall install and maintain equipment necessary to automatically disconnect Customer Facilities from Company Facilities in the event of a fault on the Company electrical distribution system. Design of Customer Facilities is subject to Company review as to suitability for safe, compatible, reliable interconnection and operation with the Company Facilities so as to not reduce or adversely impact the quality of electric service provided by Company to all customers. Customer will provide to Company a relaying one line diagram and any related drawings or other documents pertaining to system protection and other controls requested by Company. Customer Facilities will include a fault interrupting device at the Point of Interconnection capable of interrupting the available fault current. For unintentional islanding event in which the Customer Facility energizes a portion of the Company system through the Point of Interconnection, the Customer's system protection facilities shall detect such islanding, disconnect from, and cease to energize the Company Facilities within two (2) seconds.
- B. Customer Facility will comply with ERCOT Requirements concerning voltage ride-through, under-frequency and over-frequency relaying, and primary frequency response.

**11. System Disturbance Analysis, Testing and Commissioning**

- A. Each Party will test, operate and maintain system protection equipment in accordance with Company requirements and ERCOT Requirements. Prior to the In-Service Date, and again prior to Commercial Operation, each Party or its agent shall perform all required testing of system protection equipment. Customer agrees that acceptable relay test reports will be provided to Company and on-site commissioning acceptance testing shall be performed prior to final commissioning of the Customer Facility. Customer agrees to submit to Company preliminary relay settings for all applicable relaying. After Company and Customer agree on the applicable relay settings, Customer will provide final relay settings to Company. Upon completion of acceptance testing, Customer will provide its relay testing documentation to Company certifying that all relaying and protection equipment has been properly tested prior to the Customer Facilities achieving in service.

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- B. At intervals suggested by Good Utility Practice, or at intervals described in ERCOT Requirements if so defined therein, and following any apparent malfunction of the system protection equipment, each Party shall perform required testing or functional trip tests of its system protection equipment. Each Party will provide reasonable advance notice to the other Party of testing of its system protection equipment under this section and, if requested, allow the Party to have representatives present during testing of its system protection equipment.
- C. Recording equipment shall be installed to analyze all system disturbances in accordance with ERCOT Requirements.

**12. System Operation and Maintenance**

Each Party shall operate and maintain its facilities in accordance with Good Utility Practice, NESC, ERCOT Requirements, PUCT Substantive Rules, and all other applicable laws, regulations, codes, and standards. Subject to any necessary ERCOT approval, each Party shall provide necessary equipment outages to allow the other Party to perform periodic maintenance, repair or replacement of its Facilities. Such outages shall be scheduled at mutually agreeable times, unless conditions exist which a Party believes, in accordance with Good Utility Practice, may endanger Persons or property, provided that, in the event that the Parties make all Reasonable Efforts to schedule an outage but are unable to agree on a mutually agreeable schedule, Company's schedule shall control. No changes will be made in the normal operation of the Point of Interconnection without the mutual agreement of the Parties except as otherwise provided herein. All testing of the Customer Facility that will affect the operation of the Company Facilities shall be coordinated between Company and Customer, and will be conducted in accordance with ERCOT Requirements.

- A. Any switching or clearances of the Company Facilities or Customer Facilities will be done in accordance with ERCOT Requirements, Company's switching procedures, and Good Utility Practice.
- B. Consistent with ERCOT Requirements and the Parties' mutually acceptable procedure, Customer shall be responsible for the proper synchronization of the Customer Facility with the Company Facilities.
- C. Customer shall procure, install, maintain and operate power system stabilizers in accordance with ERCOT Requirements, if required.
- D. The Parties shall maintain network operating model updates in accordance with the ERCOT Requirements.
- E. Each Party will establish and maintain a response plan that requires immediate response in the event of an emergency. Each Party shall have a control center that is staffed 24 hours per day, 7 days per week, with personnel capable of making operating decisions and possessing the ability to effect control of its facilities at the Point of Interconnection (or make appropriate arrangements for a third party to establish and maintain such a control center on its behalf). For purposes of voice communications between the Parties' control centers or the assigned contact personnel, phone numbers and email addresses will be exchanged and each Party will be notified of any changes moving forward.

**13. Scheduled and Unscheduled Outages and Clearances**

Each Party shall provide outage notification to the other Party, including for unscheduled (forced) outages and planned outages, in accordance with ERCOT Requirements and Good Utility Practice.

- A. In the event of an unscheduled (forced) outage occurring within the Company system that will affect service to the Customer Facility, Company shall promptly notify Customer and Customer's Qualified Scheduling Entity ("QSE"). Customer shall update its Current Operating Plan ("COP") status, telemetered status (if appropriate), and the ERCOT outage scheduler accordingly. Following restoration of the affected Company Facilities, Company shall promptly notify Customer when the Company Facilities are ready to be re-

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energized. Re-energization of the Company Facilities and the Customer Facility shall be coordinated among Company, Customer, ERCOT, and QSE, as necessary.

- B. In the event of an unscheduled (forced) outage of Customer Facility, Customer shall promptly notify Company and provide all relevant details of the outage (facilities affected, expected duration of the outage, request for clearance, etc.). Customer shall update the ERCOT outage scheduler in accordance with ERCOT Requirements. If clearance is requested, Customer shall not perform restoration of the affected facilities until Company has notified Customer that it may proceed with restoration. Following restoration of the Customer Facilities, Customer shall promptly notify Company when the facilities are ready to be re-energized. Re-energization of the Customer Facility will be coordinated among Company, Customer, ERCOT, and QSE, as necessary.
- C. In the event of a scheduled outage of the Company Facilities, Company shall notify Customer no less than (7) business days prior to the scheduled outage. Company shall notify Customer when the Company Facilities are ready to be re-energized. Re-energization of the Company Facilities and the Customer Facility shall be coordinated among Company, Customer, ERCOT, and QSE, as necessary.
- D. In the event of a scheduled outage of the Customer Facility, Customer shall notify Company no less than seven (7) business days prior to the requested outage and provide all relevant details of the outage (facilities affected, expected duration of the outage, request for clearance, etc.). Customer shall notify Company when the Customer Facilities are ready to be re-energized. Re-energization of the Customer Facility will be coordinated among Company, Customer, ERCOT, and QSE, as necessary.

**14. Performance Obligation & Financial Security Arrangements**

- A. The Customer will acquire, construct, operate, test, maintain and own Customer Facilities at its sole expense and responsibility. In addition, the Customer may be required to make a Contribution In Aid of Construction ("CIAC"), as described within Exhibit "C" in accordance with applicable rules of the PUCT.
- B. The Company will acquire, own, operate, test, and maintain all Facilities designated as Company at its sole expense and responsibility.
- C. The Company may require the Customer to provide a reasonable means of security to cover the costs of planning, licensing, procurement of necessary equipment and materials, and construction of the Interconnection Facilities. Requirements pertaining to security arrangements are specified within Exhibit "D" of the Agreement. If the Customer Facility has not achieved Commercial Operation within twelve (12) months after the scheduled Commercial Operation date, as identified in Exhibit "G", or if the Customer terminates this Agreement in accordance with Section 3 the Company may retain security required to recover the costs the Company has incurred in planning, licensing, procurement of necessary equipment and materials, and construction of the Interconnection Facilities. If a cash deposit is made pursuant to Exhibit "D", any repayment of such cash deposit shall include interest at a rate applicable to customer deposits as established from time to time by the PUCT or other Governmental Authority.

**15. Insurance**

Customer shall, at its own expense, maintain in force throughout the period of this Agreement and until released by Company the following minimum insurance coverages, with insurers authorized to do business in Texas, and in accordance with the following requirements:

- A. Employers' liability and worker's compensation insurance providing statutory benefits in accordance with the laws and regulations of the State of Texas. The minimum limits for the employer's liability insurance shall be one million dollars (\$1,000,000) each accident bodily injury by accident, one million dollars (\$1,000,000) each employee bodily injury by disease, and one million dollars (\$1,000,000) policy limit bodily injury by disease.

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- B. Commercial general liability insurance including premises and operations, personal injury, broad form property damage, broad form blanket contractual liability coverage (including coverage for the contractual indemnification), products and completed operations coverage, coverage for explosion, collapse and underground hazards, independent contractors coverage, coverage for pollution to the extent normally available and punitive damages to the extent normally available and a cross liability endorsement, with minimum limits of one million dollars (\$1,000,000) per occurrence / one million dollars (\$1,000,000) aggregate combined single limit for personal injury, bodily injury, including death and property damage.
- C. Comprehensive automobile liability insurance for coverage of owned, non-owned and hired vehicles, trailers or semi-trailers designed for travel on public roads, with a minimum combined single limit of one million dollars (\$1,000,000) per occurrence for bodily injury, including death, and property damage.
- D. Excess public liability insurance over and above the employer's liability, commercial general liability and comprehensive automobile liability insurance coverage, with a minimum combined single limit of five million dollars (\$5,000,000) per occurrence.
- E. The commercial general liability insurance, comprehensive automobile liability insurance, and excess public liability insurance policies shall name Company, its parent, associated and affiliated companies and their respective directors, officers, agents, servants and employees ("Other Party Group") as additional insured. All policies shall contain provisions whereby the insurers waive all rights of subrogation in accordance with the provisions of this Agreement against the Other Party Group and provide thirty (30) days' advance written notice to Other Party Group prior to anniversary date of cancellation or any material change in coverage or condition.
- F. The commercial general liability insurance, comprehensive automobile liability insurance and excess public liability insurance policies shall contain provisions that specify that the policies are primary and shall apply to such extent without consideration for other policies separately carried and shall state that each insured is provided coverage as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount for which the insurer would have been liable had only one insured been covered. Customer shall be responsible for its respective deductibles or retentions.
- G. The commercial general liability insurance, comprehensive automobile liability insurance and excess public liability insurance policies, if written on a claims first made basis, shall be maintained in full force and effect for two (2) years after termination of this Agreement, which coverage may be in the form of tail coverage or extended reporting period coverage if agreed by the Parties.
- H. The requirements contained herein as to the types and limits of all insurance to be maintained by Customer are not intended to and shall not in any manner, limit or qualify the liabilities and obligations assumed by each Party under this Agreement.
- I. Within ten (10) days following execution of this Agreement, and as soon as practicable after the end of each fiscal year or at the renewal of the insurance policy and in any event within ninety (90) days thereafter, Customer shall provide to Company certification of all insurance required in this Agreement, executed by each insurer or by an authorized representative of each insurer.
- J. Notwithstanding the foregoing, Customer may self-insure to the extent it maintains a self-insurance program, provided that Customer's senior secured debt is rated at investment grade, or better, by Standard & Poor's or Moody's Investor's Service. For any period of time that Customer's senior secured debt is unrated by Standard & Poor's and Moody's Investor's Service or is rated at less than investment grade by Standard & Poor's and Moody's Investor's Service, Customer shall comply with the insurance requirements applicable to it under Sections 15(A) through (I). In the event that Customer is permitted to self-insure pursuant to this Section 15(J), it shall not be required to comply with the insurance requirements applicable to it under Sections 14(a) through (i).

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- K. Each Party shall report to the other Party in writing as soon as practical all accidents or occurrences resulting in injuries to any Person, including death, and any property damage arising out of this Agreement.

**16. Limitation of Liability and Indemnification**

- A. The terms "Delivery Service" and "Construction Service" used in this Section shall have the meaning ascribed to them in Company's Tariff for Retail Delivery Service.
- B. 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 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 Customer which were then equipped with the protective safeguards recommended or required by the then current edition of the National Electrical Code.
- C. 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 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 Customer first contacts Company with respect to the provision of any type of Construction or Delivery Service.
- D. 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 Customer's gross negligence or intentional misconduct, this Section shall not preclude recovery of appropriate damages when legally due.
- E. Company and Customer shall use Reasonable Efforts to avoid or mitigate its damages or losses suffered as a result of the other's culpable behavior under this Section. Neither Company nor Customer 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 ERCOT.

**17. Written Notices**

Except as otherwise provided in Exhibit "B", any formal notice, demand or request provided for in this Agreement shall be in writing and shall be deemed properly served, given or made if delivered in person, or sent by either registered or certified mail, postage prepaid, overnight mail or fax to the address or number identified in Exhibit "B". Either Party may change the notice information in Exhibit "B" by giving five (5) business days' written notice prior to the effective date of the change.



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**18. Successors and Assignments**

This Agreement may be assigned by either Party only with the written consent of the other; provided that either Party may assign this Agreement without the consent of the other Party to any affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement; and provided further that Customer shall have the right to assign this Agreement, without the consent of Company, for collateral security purposes to aid in providing financing for the Customer Facility, provided that Customer will require any secured party, trustee or mortgagee to notify Company of any such assignment. Any financing arrangement entered into by Customer pursuant to this Section will provide that prior to or upon the exercise of the secured party's, trustee's or mortgagee's assignment rights pursuant to said arrangement, the secured creditor, the trustee or mortgagee will notify Company of the date and particulars of any such exercise of assignment right(s). Any attempted assignment that violates this Section is void and ineffective. Any assignment under this Agreement shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

**19. Governing Law and Applicable Tariffs**

- A. This Agreement for all purposes shall be construed in accordance with and governed by the laws of the State of Texas, excluding conflicts of law principles that would refer to the laws of another jurisdiction. The Parties submit to the jurisdiction of the federal and state courts in the State of Texas.
- B. This Agreement is subject to all valid, applicable rules, regulations and orders of, and Tariffs approved by, duly constituted Governmental Authorities.
- C. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, rules, or regulations of a Governmental Authority.
- D. This Agreement is applicable only to the interconnection of Customer Facility to Company Facility at the Point of Interconnection and does not obligate either Party to provide, or entitle either Party to receive, any service not expressly provided for herein. Each Party is responsible for making the arrangements necessary for it to receive any other service that it may desire from the other Party or any third party. This Agreement does not address the sale or purchase of any electric energy or Ancillary Services by either Party, either before or after Commercial Operation.
- E. This Agreement, including all Facility Schedules, constitutes the entire agreement and understanding between the Parties with regard to the interconnection of the facilities of the Parties at the Point of Interconnection expressly provided for in this Agreement. The Parties are not bound by or liable for any statement, representation, promise, inducement, understanding, or undertaking of any kind or nature (whether written or oral) with regard to the subject matter hereof if not set forth or provided for herein. This Agreement replaces all other agreements and undertakings, oral and written, between the Parties with regard to the subject matter hereof. It is expressly acknowledged that the Parties may have other agreements covering other services not expressly provided for herein; such agreements are unaffected by this Agreement.

**20. Default and Force Majeure**

- A. The term "Force Majeure" as used herein shall mean any cause beyond the reasonable control of the Party claiming Force Majeure, and without the fault or negligence of such Party, which materially prevents or impairs the performance of such Party's obligations hereunder, including but not limited to, storm, flood, lightning, earthquake, fire, explosion, failure or imminent threat of failure of facilities, civil disturbance, pandemic, strike or other labor disturbance, sabotage, war, national emergency, or restraint by any Governmental Authority.

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- B. Neither Party shall be considered to be in Default (as hereinafter defined) with respect to any obligation hereunder, other than the obligation to pay money when due, if prevented from fulfilling such obligation by Force Majeure. A Party unable to fulfill any obligation hereunder (other than an obligation to pay money when due) by reason of Force Majeure shall give notice and the full particulars of such Force Majeure to the other Party in writing within seven (7) days of the occurrence claimed to constitute Force Majeure, which notice shall state full particulars of the Force Majeure, the time and date when the Force Majeure occurred and when the Force Majeure is reasonably expected to cease. Failure to give the required notice shall constitute a waiver of any claim of Force Majeure. The Party affected shall exercise due diligence to remove such disability with reasonable dispatch, but shall not be required to accede or agree to any provision not satisfactory to it in order to settle and terminate a strike or other labor disturbance.
- C. The term "Default" shall mean the failure of either Party to perform any obligation in the time or manner provided in this Agreement. No Default shall exist where such failure to discharge an obligation is excused pursuant to section titled "Default and Force Majeure" or is the result of an act or omission of the other Party or any of its agents. Upon discovery of a Default, the non-defaulting Party may give notice of such Default to the defaulting Party. Except as provided in the next paragraph, the defaulting Party shall have thirty (30) days from receipt of the Default notice within which to cure such Default; provided, however, if such Default is not capable of cure within thirty (30) days, the defaulting Party shall commence such cure within twenty (20) days after receipt of the Default notice and continuously and diligently exercise its efforts to complete such cure within ninety (90) days from receipt of the Default notice; and, if cured within such time, the Default specified in such notice shall cease to exist.
- D. If a Default is not cured as provided in this Section, or if a Default is not capable of being cured within the period provided for therein, the non-defaulting Party shall have the right, in its sole discretion but subject to receipt of any regulatory approvals required by applicable law, to terminate at any time until a cure occurs either this Agreement or any Facility Schedule as to which the Default relates and disconnect the associated Points of Interconnection by providing [ ] calendar days written notice to the Defaulting Party. Upon termination, the terminating Party is relieved of any further obligations (other than obligations associated with its own Defaults, if any, occurring prior to termination) either under this Agreement if that Party shall have elected to terminate this Agreement, or with respect to the terminated Facility Schedule(s) and disconnected Point of Interconnection(s) if that Party shall have elected to only terminate any Facility Schedules as to which the Default relates. Irrespective of whether a Party terminates this Agreement or any Facility Schedule, that Party is entitled to recover from the defaulting Party all amounts due and receive all other remedies to which it is entitled under this Agreement or other applicable tariffs, rules, or law. The provisions of this Section will survive termination of this Agreement.
- E. The failure of a Party to insist, on any occasion, upon strict performance of this Agreement will not be considered to waive the obligations, rights, or duties imposed upon the Parties by this Agreement.

**21. Interconnection Outside of ERCOT**

The operation of Customer Facility by Customer shall not cause there to be a synchronous or an asynchronous interconnection between ERCOT and any other facilities operated outside of ERCOT unless ordered by the Federal Energy Regulatory Commission under Section 210 of the Federal Power Act, and shall be referred to as "Intrastate Operation". The Parties recognize and agree that any such interconnection will constitute an adverse condition giving Company the right to immediately disconnect Company Facilities from Customer Facilities, until such interconnection has been disconnected.

**22. Invoicing and Payment**

Unless the Parties otherwise agree (in a manner permitted by applicable PUCT Substantive Rules or Oncor Tariff), invoicing and payment rights and obligations under this Agreement shall be governed by Oncor Tariffs and PUCT Substantive Rules or the rules and regulations of the applicable Governmental Authority. Invoices



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shall be rendered to the paying Party at the address specified herein, and payments shall be made in accordance with this Agreement.

**23. Land Rights and Easements**

Terms and conditions addressing the rights of Company and Customer regarding any facilities located on the other Party's property shall, if necessary, be addressed in a separate, duly executed and recorded easement agreement between the Parties.

**24. Confidentiality**

Subject to the exception in this section, any information that a Party claims is competitively sensitive, commercial or financial information under this Agreement ("Confidential Information") shall not be disclosed by the other Party to any Person not employed or retained by the other Party, except to the extent disclosure is:

- A. Required by law.
- B. Reasonably deemed by the disclosing Party to be required to be disclosed in connection with a dispute between or among the Parties, or the defense of litigation or dispute.
- C. Permitted by consent of the other Party, such consent not to be unreasonably withheld.
- D. Necessary to fulfill its obligations under this Agreement or as a transmission service provider, including disclosing the Confidential Information to ERCOT. The Party asserting confidentiality shall promptly notify the other Party in writing of the information it claims is confidential. Prior to any disclosures of the other Party's Confidential Information under this Section, or if any third party or Governmental Authority makes any request or demand for any of the information described in this Section, the disclosing Party agrees to promptly notify the other Party in writing and agrees to assert confidentiality and cooperate with the other Party in seeking to protect the Confidential Information from public disclosure by confidentiality agreement, protective order or other reasonable measures. This provision shall not apply to any information that was or is hereafter in the public domain (except as a result of a breach of this provision). Each Party agrees to:
  - a. Furnish upon request to the other Party such further information;
  - b. Execute and deliver to the other Party such other documents; and
  - c. Do such other acts and things, all as the other Party may reasonably request for the purpose of carrying out the intent of this Agreement and the documents referred to in this Agreement. Without limiting the generality of the foregoing, Company shall, at Customer's expense, when reasonably requested to do so by Customer at any time after the execution of this Agreement, prepare and provide such information in connection with this Agreement (including, if available, resolutions, certificates, opinions of counsel or other documents relating to Company's corporate authorization to enter into this Agreement and to undertake the obligations set out herein) as may be reasonably required by any potential lender to Customer under a proposed loan agreement. Company will use commercially Reasonable Efforts to obtain any opinion of counsel reasonably requested by Customer, but Company shall not be in Default of any obligation under this Agreement if Company is unable to provide an opinion of counsel that will satisfy any potential lender to Customer. Specifically, upon the written request of one Party, the other Party shall provide the requesting Party with a letter stating whether or not, up to the date of the letter, that Party is satisfied with the performance of the requesting Party under this Agreement.

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**25. No Annexation**

Any and all equipment placed on the premises of a Party shall be and remain the property of the Party providing such equipment regardless of the mode and manner of annexation or attachment to real property, unless otherwise mutually agreed to in writing by the Parties.

**26. Construction Timelines, Customer Completion of Project**

Customer agrees if substantial Customer project construction does not begin within six months of the execution of this Agreement and such delay is not materially caused by a delay of Company in designing, procuring equipment and contracting the interconnection facilities, then Customer may be subject to revised utility system interconnection requirements which could result in requests for additional funding.

**27. Miscellaneous Provisions**

- A. This Agreement shall not affect the obligations or rights of either Party with respect to other agreements. Each Party represents to the other that there is no agreement or other obligation binding upon it, which, as such Party is presently aware, would limit the effectiveness or frustrate the purpose of this Agreement.
- B. This Agreement may be executed in two or more counterparts, each of which is deemed an original, but all constitute one and the same instrument.
- C. If any provision in this Agreement is finally determined to be invalid, void or unenforceable by any court having jurisdiction, such determination shall not invalidate, void or make unenforceable any other provision, agreement or covenant of this Agreement.

**28. Representations and Restrictions on Foreign Ownership and Affiliation**

Customer represents and warrants that it does not meet any of the ownership, control, or headquarters criteria listed in Lone Star Infrastructure Protection Act, Chapter 113 of the Texas Business Commerce Code, as added by Act of June 18, 2021, 87th Leg., R.S., Ch. 975 (S.B. 2116) (relating to China, Iran, North Korea, Russia, and any other country designated by the Texas governor as a threat to critical infrastructure).

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

**Oncor Electric Delivery Company LLC**

**[Customer]**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

PRINTED NAME: James Painter

PRINTED NAME: \_\_\_\_\_

TITLE: Senior Manager Asset Planning

TITLE: \_\_\_\_\_

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

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

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**Facility Schedule(s)**

Agreement for Interconnection of Distribution Generation Resource  
[Customer Project] Date Confidential Information

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**Exhibit "A"  
Interconnection Details**

1. Customer Facility Name:
2. Customer Facility Location:
3. Point of Interconnection: Located at the point of common coupling between the Customer Facility and the Company Facilities.
4. Delivery Voltage: kV
5. Number and Size of Generating Units: kW inverters
6. Maximum Export Capacity: MW and MVA
7. Maximum Load Capacity: MW and MVA
8. Type of Generating Unit: Battery / Inverter
9. Equipment to be furnished by Customer:

Customer Facility shall include all facilities on the Customer's side of the Point of Interconnection, as shown in the diagrams provided in Exhibits "D" and "E".

Proposed Customer BESS						
Item	Qty	Manufacturer	Model Number	Capacity	Total Capacity	Certification
Inverters				kW	MW*	

Item	Qty	Manufacturer	Model Number	Voltage	Capacity	Total Capacity
Battery				V	Ah	MWh
Battery Rack				V	Ah	MWh

\* Each inverter will be software limited to provide less than # MW at the PCC. Site controller will measure the aggregate power delivered to the PCC and will limit the output to less than or equal to # MW.

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

10. Equipment to be Furnished by Company:

Company has determined that the interconnection request will require modifications to its system, which includes, without limitation, the following: installation of a new feeder breaker and associated settings; adding new conductor; replacement of lightning arresters, installation of CCVT's, installation of an IntelliRupter; and adding metering and telemetry communications.

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

**11. Interconnection Studies**

- a. Company has performed a Utility System Impact Study, [Customer] dated ##### ("Impact Study") which incorporates the DGR Integration Study. Customer agrees to abide by the recommendations, operating limitations, and any other provision contained in the Impact Study.
- b. Company will provide a response to satisfy the ERCOT Provisional Conditions for Interconnection and Operation of Qualified Distribution Generation Resources effective September 26, 2019. ERCOT states that future protocols and other rules affecting DGR interconnection and operation are likely to change and may differ from the conditions specified in this Agreement. A separate Acknowledgment, Waiver, and Release Form from ERCOT Resource Entities with Distributed Generation Resources will be produced which will detail compliance conditions which will include but not be limited to Company stating that the Customer Facility has been modeled in the ERCOT system and Company has disclosed any operational conditions which would limit the DGR from being dispatched as a Generation Resource. This Agreement is conditional upon the requirements and results of the Impact Study, and Customer agrees to abide by the recommendations, operating limitations, and any other provision stated.

**12. Supplemental Terms & Conditions:**

Customer agrees to abide by the recommendations, operating limitations, and any other provision stated in the Impact Study, and is to include, but not be limited to the following:

- a. **Single Energization Path.** Company has performed interconnection studies utilizing a designated single energization path through Company substation to the transmission grid and therefore will only allow this path for the interconnection.
- b. **Power Factor for Load.** When the Customer Facility is operating as a load, Customer shall provide appropriate reactive compensation to ensure a power factor between 0.95 lagging and unity at the Point of Interconnection.
- c. **Voltage and Reactive Power Control.** Customer's Facility shall be designed to provide voltage regulation capability for changes in reactive power. Customer agrees to design and operate a generation system with an adjustable capability of operating between 95% lagging to 95% leading power factor. Customer agrees to initially operate their system in constant power factor mode set at unity. Customer agrees upon reasonable notification from Company to alter this setting anywhere within the specified range or change the operating mode.
- d. **Customer Facility Operation.** Company's Impact Study identified that the Company system can be impacted by the proposed Customer Facility. It is the Customer's responsibility to actively monitor, regulate, and control its system to stay within Company requirements. Customer Facility shall not cause Company's service voltage to go outside the requirements of ANSI C84.1-2011, Range A (generally within 5% of nominal). Company can require Customer Facilities be disconnected should violations of these conditions occur. Company utilizes the IEEE 519-2014 standard for compliance with harmonic distortion in accordance with PUCT Substantive Rule 25.212(c)(4). Company utilizes the General Electric Company voltage flicker curve as a guide in evaluating voltage dips on Company's distribution system. At Company's substation bus, the maximum allowable voltage dip shall not exceed the Borderline of Visibility Curve (General Electric guideline) for voltage fluctuations at various time intervals.
- e. **Frequency Relaying Requirements.** Frequency relaying requirements in ERCOT rules, including but not limited to the Nodal Operating Guide Section 2.6.2, shall control in the event of any conflict with PUC Substantive Rules.

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- f. **Facility Control and Ramp Rate.** Customer charging and discharging operational requirements are as follows:

Charging / Discharging Operational Requirements	
Approved Charging Capacity	# kW (MW)
Approved Discharging Capacity	# kW (MW)
Non-ERCOT Dispatch or Energy Market Operations Limitations	
Maximum ramp rate for charging (battery charge rate)	# kVA/sec (per inverter)
Maximum number of fluctuations <sup>2</sup> between idling <sup>1</sup> to a full discharging ramp rate	# /hour
Maximum number of fluctuations <sup>2</sup> from idling <sup>1</sup> to maximum charging ramp rate	# /hour
Maximum number full load cycles <sup>3</sup> in a one hour period.	# /hour
System Emergency Operations – Ancillary Services	
Maximum charging and discharging ramp rate for Fast Frequency Response (FFR) (six cycle reaction time and nine cycle ramp – 15 cycle requirement from ERCOT)	# kVA/cycle (per inverter)
Maximum charging or discharging response rates: Fast Responding Regulation Down Service (FRRS-Down <sup>4</sup> ) Fast Responding Regulation Up Service (FRRS-Up <sup>4</sup> ) (40 cycle reaction time and 20 cycle ramp)	# kVA/cycle (per inverter)
<ol style="list-style-type: none"> <li>1 Idling shall mean a state where the facility is not charging or discharging for 55 seconds or longer at the PCC.</li> <li>2 A fluctuation is considered a movement from one state of charge of the system to another state of charge.</li> <li>3 A full load cycle means going from a state of fully charging at maximum rate to a state of fully discharging at the maximum rate or vice versa.</li> <li>4 FRRS – required to deploy the capacity within 60 cycles of receiving a deployment signal from ERCOT or measuring a frequency deviation in excess of 0.09Hz.</li> </ol>	

- g. **Facility Control and Ramp Rate Verification Data.** Company may request detailed operational data to verify adherence to the ramp rate and fluctuation requirements stated in the Operational Requirements Table above. Data provided should be submitted in the same units as stated in the operational table. Data requests may include these parameters, but is not limited to any information. When requested, Customer agrees to provide information within five business days.
- h. **Wholesale Storage Load.** Customer has requested Wholesale Storage Load treatment to be provided in accordance with PUCT Substantive Rule 25.501(m)(2) and ERCOT Requirements.

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**Exhibit "B"  
Notice Information**

<p>a. With the exception of outage notifications, which are addressed in subsections (b) and (c) below, all notices of an operational nature shall be in writing and/or may be sent between the Parties via electronic means as follows:</p>	
<p>If to Company</p> <p>Oncor Electric Delivery Company LLC Attn: Jim Painter 777 Main St Fort Worth, TX 76102 Telephone: (214) 486-6779 E-mail: <a href="mailto:james.painter@oncor.com">james.painter@oncor.com</a></p>	<p>If to Customer</p>
<p>b. All notifications of planned outages shall be in writing and/or may be sent between the Parties via electronic means including email as follows:</p>	
<p>If to Company</p> <p>Oncor Electric Delivery Company LLC Attn: Jim Painter 777 Main St Fort Worth, TX 76102 Telephone: (214) 486-6779 E-mail: <a href="mailto:james.painter@oncor.com">james.painter@oncor.com</a></p>	<p>If to Customer</p>

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c. All notifications of unscheduled (forced) outages shall be communicated via telephone as follows:	
If to Company  Oncor Electric Delivery Company LLC Control Center 24/7 Telephone: (214) 743-6897 Fax Number: (214) 273-6884	If to Customer
d. Notices of an administrative nature:	
If to Company  Oncor Electric Delivery Company LLC Attn: Jim Painter 777 Main St Fort Worth, TX 76102 Telephone: (214) 486-6779 E-mail: james.painter@oncor.com	If to Customer
e. Notice for statement and billing purposes:	
If to Company  Oncor Electric Delivery Company LLC Attn: Jim Painter 777 Main St Fort Worth, TX 76102 Telephone: (214) 486-6779 E-mail: james.painter@oncor.com	If to Customer
Information concerning Electronic Funds Transfers:  If to Company:  Houston, Texas ABA No. 021000021 (Wire Only) For credit to: Oncor Electric Delivery Company LLC Account No. 08806169791	If to Customer:  [ENTER NAME OF BANK] [ENTER ADDRESS] [ENTER CITY, STATE, ZIP] ABA No. _____ For credit to: _____ Account No. _____

A Party may change any of its foregoing notice information by providing written notice to the other Party, in



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accordance with the terms of the Agreement.

**Exhibit "C"  
Cost Responsibility, Ownership, and Control**

The cost, ownership, and control responsibilities described within this Exhibit C apply to Customer Facilities that qualify for treatment as Wholesale Storage Load (WSL) as determined by Company's Tariff for Transmission Service. If Customer Facilities are not designated as WSL then this Exhibit C will be revised accordingly pursuant to Company's appropriate Delivery Service Tariff.

Note that the cost responsibilities described herein include only Customer responsibilities for Facilities that qualify for WSL treatment. The provision of service to other electric loads located at Customer site, i.e., auxiliary loads, will be addressed in a separate agreement.

Cost Responsibility, Ownership, and Control of Company Facilities:

1. Company retains sole and complete ownership and control of Facilities designated as property of Company. Payments referred to herein shall not be refundable under any circumstances, including but not limited to the termination of this Agreement. Customer will pay Company a Contribution In Aid of Construction ("CIAC") in the amount of \$###,###.## for the cost of non-standard facilities.
2. This non-utilization clause applies only to the installation of standard delivery system facilities.
  - a. The amount of CIAC is calculated based on the maximum charging capacity of the Generation Resource (i.e., contract kW). Company will conduct a review of the actual load at the designated location to determine the accuracy of the estimated charging capacity of Generation Resource. If, within four (4) years after Company completes the extension of delivery system facilities, the estimated load as measured by actual maximum kW billing demand at the designated location has not materialized, Company will re-calculate the CIAC based on actual maximum kW billing demand measured.
  - b. Customer will pay to Company a "non-utilization charge" in an amount equal to the difference between the re-calculated CIAC and the initial CIAC paid by Customer. Company's invoice to Customer for a "non-utilization charge" is due and payable within fifteen (15) days after the date of the invoice.

Other Cost Responsibilities

Other applicable costs associated with this Agreement for the delivery of electric power and energy by Company are as specified and pursuant with

- ☐ Rate Schedule 3.2 Rate XFMR – Wholesale Substation Service
- ☐ Rate Schedule 3.3 Rate DLS – Wholesale Distribution Line Service

of the Company's Tariff for Wholesale Delivery Service, which may from time to time be amended or succeeded.

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**Exhibit "D"  
Security Arrangement Details**

Effective on or before [ENTER DATE], Customer shall cause to be established (the date of such establishment shall be the "Effective Date"), and shall at all times through the earlier of (i) five (5) business days after the date upon which Oncor receives written notifications from Generator and ERCOT that Commercial Operation has been achieved or (ii) ninety (90) days after the termination of the Agreement in accordance with its terms (the earlier of which shall be the "Final Expiration Date"), cause to be maintained in full force and effect either i) an "Irrevocable Standby Letter of Credit" for the benefit of COMPANY in a commercially acceptable form consistent with this Exhibit D and otherwise acceptable to COMPANY and Customer, which acceptance shall not be unreasonably withheld, in the amount as set forth below or ii) a cash deposit "Irrevocable Standby Letter of Credit" shall mean an irrevocable, transferable letter of credit, issued by a Customer-selected and COMPANY-approved (which approval shall not be unreasonably withheld), major U.S. commercial bank, or a U.S. branch office of a major foreign commercial bank, with a credit rating of at least "A-" by Standard & Poor's and "A3" by Moody's Investor Service ("Bank"). The Irrevocable Standby Letter of Credit shall be transferable, more than one time, in whole but not in part, in favor of any party whom COMPANY certifies has succeeded to COMPANY's right, title and interest in and to this Agreement. Should COMPANY transfer such Irrevocable Standby Letter of Credit as stated above, Customer shall reimburse COMPANY for any costs it incurs from the Bank associated with such transfers.

If at any time during the term of this Agreement, the Bank suffers a credit rating reduction to less than "A-" by Standard & Poor's or "A3" by Moody's Investor Service, Customer shall replace that Irrevocable Standby Letter of Credit with another Irrevocable Standby Letter of Credit of the same amount and with the same beneficiary from another COMPANY-approved bank of Customer's choice within fifteen (15) business days of the date of such event. Failure to provide a substitute Irrevocable Standby Letter of Credit within the time period specified above shall be deemed a Default under Section 20 of the Agreement, notwithstanding any cure period otherwise provided for in Section 20, and COMPANY may draw upon the Irrevocable Standby Letter of Credit to secure a cash deposit as security under this Agreement.

The Irrevocable Standby Letter of Credit may consist of one or more consecutive terms (each, a "Term"), the first of which shall be effective on or before the Effective Date and the last of which shall expire on the Final Expiration Date; provided, that, the Irrevocable Standby Letter of Credit shall automatically renew from Term to Term without amendment such that there shall be no interruption of surety provided by the Irrevocable Standby Letter of Credit from the Effective Date through the Final Expiration Date.

To the extent that the Bank has the unilateral right not to renew the Irrevocable Standby Letter of Credit for a successive Term, the Bank shall give notice to COMPANY and Customer in writing by certified mail, return receipt requested or via courier service, of the exercise of its right not to renew the Irrevocable Standby Letter of Credit for a successive Term (an "Expiring Term") not less than ninety (90) days prior to the expiration date of any Expiring Term. Customer hereby agrees that in the event that the Bank gives such notice and Customer does not provide COMPANY with a substitute Irrevocable Standby Letter of Credit in substantially the same form as the expiring Irrevocable Standby Letter of Credit at least forty-five (45) days prior to the expiration date of any Expiring Term, COMPANY shall have the right to retain as security the full amount (as specified in the Irrevocable Standby Letter of Credit) of the expiring Irrevocable Standby Letter of Credit. The substitute Irrevocable Standby Letter of Credit shall meet the requirements of this Exhibit D and be otherwise acceptable to COMPANY and Customer, which acceptance shall not be unreasonably withheld. Failure to provide a substitute Irrevocable Standby Letter of Credit within the time period specified above shall be deemed a Default under Section 20 of the Agreement, notwithstanding any cure period otherwise provided for in Section 20, and COMPANY may draw upon the Irrevocable Standby Letter of Credit to secure a cash deposit as security under this Agreement.

In the event that an Irrevocable Standby Letter of Credit is set to expire on a date prior to the Final Expiration Date and Customer has not provided to COMPANY a substitute Irrevocable Standby Letter of Credit at least forty-five (45) days in advance of such expiration, COMPANY shall have the right to retain as security the full amount (as specified

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in the Irrevocable Standby Letter of Credit) of the expiring Irrevocable Standby Letter of Credit. The substitute Irrevocable Standby Letter of Credit shall meet the requirements of this Exhibit D and be otherwise acceptable to COMPANY and Customer, which acceptance shall not be unreasonably withheld. Failure to provide a substitute Irrevocable Standby Letter of Credit within the time period specified above shall be deemed a Default under Section 20 of the Agreement, notwithstanding any cure period otherwise provided for in Section 20, and COMPANY may draw upon the Irrevocable Standby Letter of Credit to secure a cash deposit as security under this Agreement.

Except to the extent that the Bank has the unilateral right not to renew the Irrevocable Standby Letter of Credit for a successive Term, the Irrevocable Standby Letter of Credit to be issued in connection herewith shall have no provision for termination by the Bank or Customer.

As of the Effective Date, the Irrevocable Standby Letter of Credit or cash deposit shall provide surety to COMPANY in the amount of \$\_\_\_\_\_.

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Surety Amount

\_\_\_\_\_

\$\_\_\_\_\_

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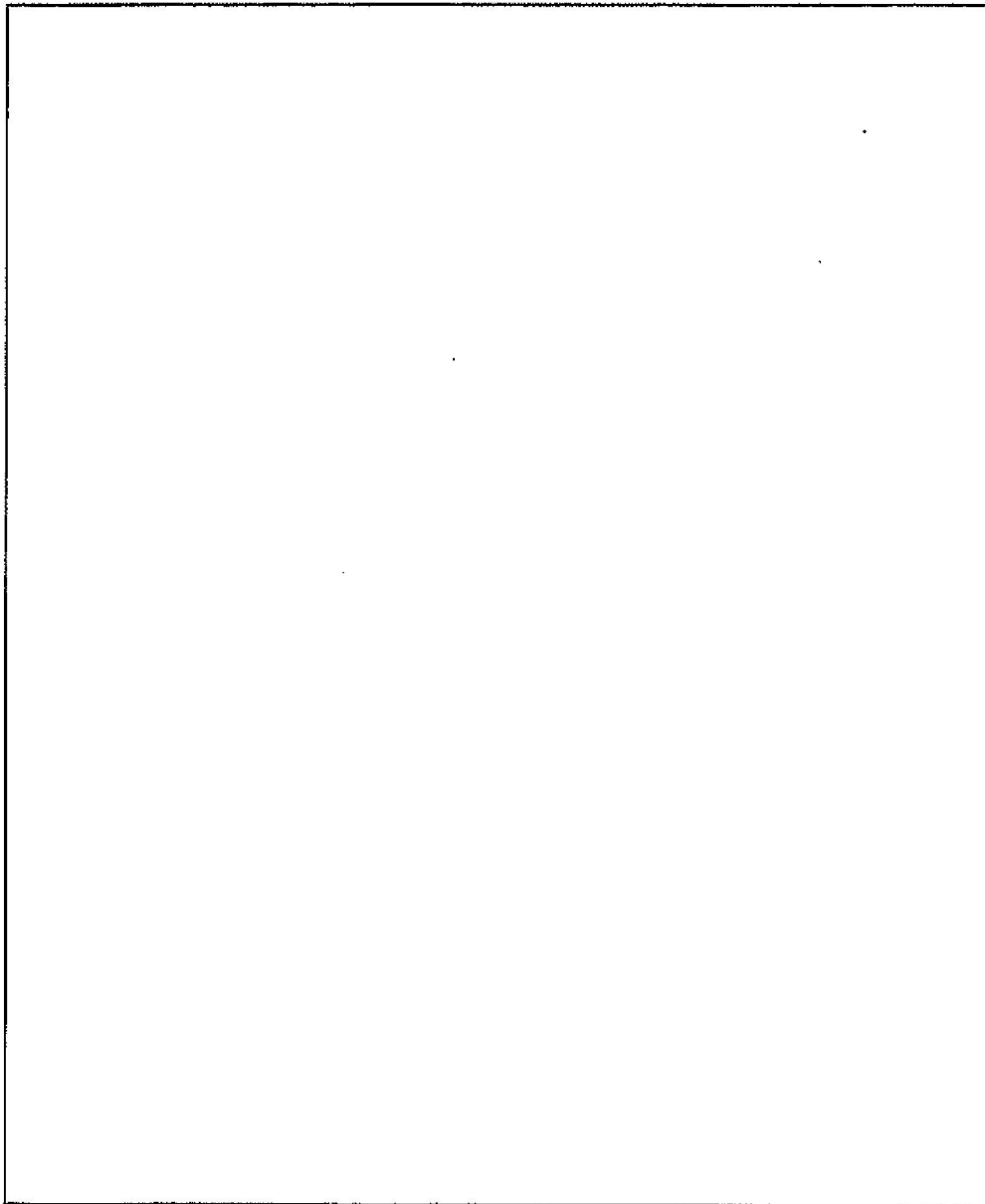
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**Exhibit "E"  
One-Line Diagram**



Note: Shown one-line drawing represents the most current drawing(s) available as of the signing of this Agreement. Company and Customer agree drawing(s) may be updated to meet as-built or design changes that occur during construction. Customer understands and agrees that any changes that substantially affect the protective or functional requirements required by the Company will need to be reviewed and accepted by Company.

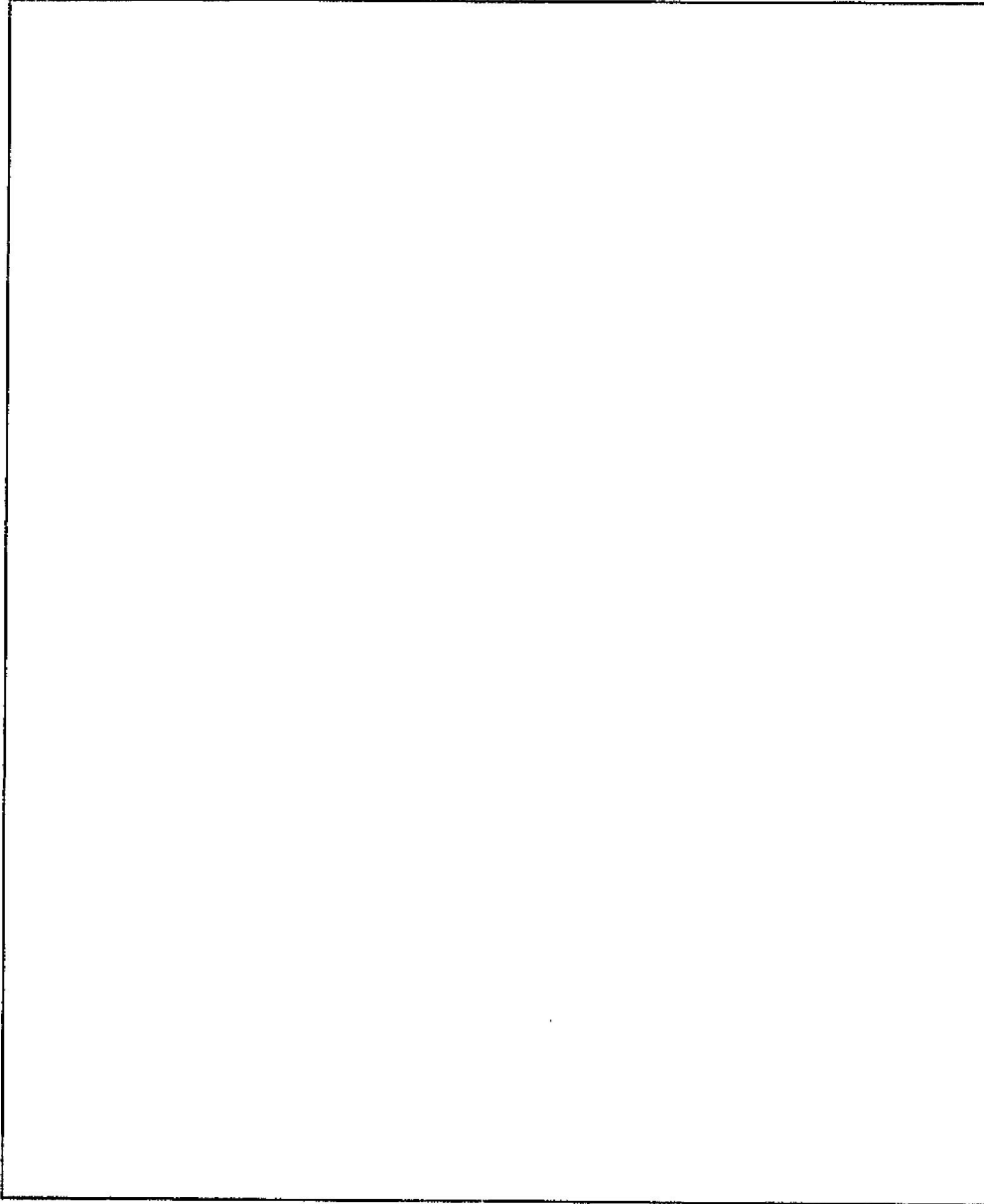
Agreement for Interconnection of Distribution Generation Resource  
[Customer Project] Date Confidential Information

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**Exhibit "F"  
Layout Drawing**



Note: Layout drawing represents the most current drawing available as of the signing of this Agreement. Company and Customer agree drawing(s) may be updated to meet as-built or design changes that occur during construction. Customer understands and agrees that any changes that substantially affect requirements of Company will need to be reviewed and accepted by Company.

Agreement for Interconnection of Distribution Generation Resource  
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**Exhibit "G"  
Time Schedule**

Date by which Customer must provide notice to commence construction and provide security, so that COMPANY may maintain schedule to meet the target In-Service Date: [INSERT DATE]

Target In-Service Date(s): [INSERT DATE]

Scheduled Interoperability Test Date: [INSERT DATE]

Scheduled Commercial Operation Date: [INSERT DATE]

Date by which COMPANY will submit the Metering Design Proposal to ERCOT: [INSERT DATE]

Date by which COMPANY must take ownership or possession of the deed or easement(s), in accordance with Exhibit "A", for property for the CUSTOMER FACILITIES, so that COMPANY may maintain schedule to meet the In-Service Date: [INSERT DATE]

Date by which Customer must provide an all-weather road acceptable to COMPANY for COMPANY's ingress and egress to and from the CUSTOMER FACILITIES site, so that COMPANY may maintain schedule to meet the In-Service Date: [INSERT DATE]

Date by which Customer will complete the Customer Facility grading and the All-Weather Road, where Company facilities are to be installed. [INSERT DATE]

Date by which Customer will have conduit stub-ups and cable installed at the Point of Interconnection for COMPANY's terminations: [INSERT DATE] Note: Delete this paragraph if not applicable

Due to the nature of the subject of this Agreement, the Parties may mutually agree to change the dates and times of this Exhibit "G".

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**Exhibit "H"  
Ancillary Services**

Customer has requested to participate in the following Ancillary Services. If these definitions change, then they are to be replaced with their successor in function.

- ☐ **A. Non-Spinning Reserve (Non-Spin)** An Ancillary Service that is provided through use of the part of off-line Generation Resources that can be synchronized and ramped to a specified output level within 30 minutes (or load resources that can be interrupted within 30 minutes) and that can operate (or load resources that can be interrupted) at a specified output level for at least one hour. Non-spin may also be provided from unloaded on-line capacity that meets the 30-minute response requirements and that is reserved exclusively for use for this service.
- ☐ **B. Regulation Down Service (Reg-Down)** An Ancillary Service that provides capacity that can respond to signals from ERCOT within five seconds to respond to changes in system frequency. Such capacity is the amount available below any base point but above the Low Sustained Limit (LSL<sup>1</sup>) of a Generation Resource and may be called on to change output as necessary throughout the range of capacity available to maintain proper system frequency. A load resource providing reg-down must be able to increase and decrease load as deployed within its Ancillary Service schedule for reg-down below the load resource's Maximum Power Consumption (MPC<sup>2</sup>) limit.
- ☐ **C. Fast Responding Regulation Down Service (FRRS-Down)** A subset of reg-down in which the participating resource provides reg-down capacity to ERCOT within 60 cycles of either its receipt of an ERCOT dispatch instruction or its detection of a trigger frequency independent of an ERCOT dispatch instruction. Except where otherwise specified, all requirements that apply to reg-down also apply to FRRS-down.
- ☐ **D. Regulation Up Service (Reg-Up)** An Ancillary Service that provides capacity that can respond to signals from ERCOT within five seconds to respond to changes in system frequency. Such capacity is the amount available above any base point but below the High Sustainable Limit (HSL<sup>3</sup>) of a Generation Resource and may be called on to change output as necessary throughout the range of capacity available to maintain proper system frequency. A load resource providing reg-up must be able to increase and decrease load as deployed within its Ancillary Service schedule for reg-up above the load resource's Low Power Consumption (LPC<sup>4</sup>) limit.
- ☐ **E. Fast Responding Regulation Up Service (FRRS-Up)** A subset of reg-up in which the participating resource provides reg-up capacity to ERCOT within 60 cycles of either its receipt of an ERCOT dispatch instruction or its detection of a trigger frequency independent of an ERCOT dispatch instruction. Except where otherwise specified, all requirements that apply to reg-up also apply to FRRS-up.

<sup>1</sup> Low Sustained Limit (LSL). For a Generation Resource: The limit established by the QSE, continuously updatable in real-time, that describes the minimum sustained energy production capability of a resource. For a Load Resource: The limit calculated by ERCOT, using the QSE-established LPC.

<sup>2</sup> Maximum Power Consumption (MPC) – For a Load Resource, the limit established by the QSE, continuously updated in real-time that describes the maximum sustained power consumption of a load resource. The MPC shall be a positive number in MW.

<sup>3</sup> High Sustainable Limit (HSL) – For a Generation Resource: The limit established by the QSE, continuously updated in real-time that describes the maximum sustained energy production capability of the resource. For a load resource: The limit calculated by ERCOT, using the QSE-established Maximum Power Consumption (MPC).

<sup>4</sup> Low Power Consumption (LPC) – For a Load Resource, the limit established by the QSE, continuously updated in real-time that describes the minimum sustained power consumption of a load resource. The LPC shall be a non-negative number in MW.

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- ☐ F. **Responsive Reserve (RRS)** An Ancillary Service that provides operating reserves that are intended to: Arrest frequency decay within the first few seconds of a significant frequency deviation on the ERCOT transmission grid using primary frequency response, Fast Frequency Response (FFR), and interruptible load; after the first few seconds of a significant frequency deviation, help arrest and stabilize frequency; and provide energy or continued load interruption during the implementation of the Energy Emergency Alert (EEA).
- ☐ G. **Fast Frequency Response (FFR)** The automatic self-deployment and provision by a resource of their obligated response within 15 cycles after frequency meets or drops below a preset threshold, or a deployment in response to an ERCOT Verbal Dispatch Instruction (VDI) within 10 minutes. Resources capable of automatically self-deploying and providing their full Ancillary Service Resource Responsibility within 15 cycles after frequency meets or drops below a preset threshold and sustaining that full response for at least 15 minutes may provide Responsive Reserve (RRS).



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### **6.3.100.2 Agreement for Underground Facilities and Cost Recovery**

This Agreement for Underground Facilities and Cost Recovery ("Agreement") is made and entered into between Oncor Electric Delivery Company LLC ("Company") and the City of Irving ("City"), hereinafter referred to as "Parties." The Parties, through their undersigned representatives, hereby agree to the following:

1. **UNDERGROUND FACILITIES COST RECOVERY FACTOR RIDER.** This Agreement is made pursuant to the Underground Facilities Cost Recovery Factor Rider, Rate Schedule 6.1.1.6.100 – Rider Underground Facilities Cost Recovery Factor (UFCRF), but shall constitute a separate and binding agreement irrespective of whether the UFCRF is modified or eliminated while this Agreement is in effect.

2. **DESCRIPTION OF UNDERGROUNDING PROJECT.** This Agreement covers the Project, as described below:

**Relocate or Convert Oncor's Existing Overhead Facilities to Underground at Heritage Park**

3. **FINAL ESTIMATE, FINAL RECOVERY PERIOD, AND FINAL COST RECOVERY FACTORS.** The following Final Estimate, Final Recovery Period, and Final Cost Recovery Factors were determined pursuant to the provisions of the UFCRF, and City hereby accepts them, as follows:

Final Estimate: **\$289,756**  
Final Recovery Period: **12 months**  
Final Cost Recovery Factors:

RATE CLASS	ALLOCATED AMOUNT (\$)	NUMBER OF CUSTOMERS	FINAL COST RECOVERY FACTOR (\$/CUSTOMER)
Residential	\$92,896	93,604	\$0.08
Secondary Service Less Than or Equal to 10 KW	\$3,854	6,960	\$0.05
Secondary Service Greater Than 10 KW	\$168,174	5,570	\$2.55
Primary Service Less Than or Equal to 10 KW	\$0	0	N/A
Primary Service Greater Than 10 KW – Distribution Line	\$6,462	22	\$24.48
Primary Service Greater Than 10 KW – Substation	\$0	0	N/A
Transmission Service	\$17,501	2	\$729.21
Lighting Service	\$869	705	\$0.16

Except as explicitly set out herein, the Final Estimate and Final Cost Recovery Factors are final and binding on the Parties for all purposes, and are not subject to modification, re-examination, true-up, reconciliation, or any other review as to prudence, reasonableness, or in comparison to the actual costs of the project. Notwithstanding the above sentence, if City takes any action, by ordinance, rule, or otherwise, that results in increased costs to the undergrounding project, then Company may, at its sole option, unilaterally increase

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the Final Estimate by the increase in cost resulting from the City's action, and may unilaterally increase the Final Cost Recovery Factors so as to fully recover the additional cost by the end of the Final Recovery Period. For purposes of increasing the Final Estimate and Final Cost Recovery Factors, Company shall have the sole right to determine the cost increase resulting from City's action(s).

4. **CANCELLATION OF PROJECT.** City may cancel an undergrounding project at any time prior to the point construction begins on the project. If canceled, City shall reimburse Company for all costs incurred up to the cancellation date, including any additional costs incurred by Company thereafter as a result of the cancellation, within 15 days of receipt of an invoice from the Company. Company may, at its option, send more than one invoice in order to more timely recover its costs.

5. **MODIFICATION OF RATE SCHEDULE 6.1.1.6.100 – RIDER UNDERGROUND FACILITIES COST RECOVERY FACTOR (UFCRF).** Should City, any other regulatory authority, or any court modify, eliminate or void some or all of Rate Schedule 6.1.1.6.100 – Rider Underground Facilities Cost Recovery Factor (UFCRF) in such a manner that it is no longer acceptable to Company, then Company may withdraw from this Agreement by giving City ten days written notice. Any Cost Recovery Factors in effect at the time of Company's withdrawal will remain in effect for their term, and the Agreement will remain in limited effect solely for that purpose, until all such Factors have expired. If the Factors can no longer be charged in full, then City shall on a monthly basis reimburse the Company for the shortfall between the amounts that would have been recovered absent the modification or elimination of the Underground Facilities Cost Recovery Factor Rider and the amounts actually recovered pursuant to the Rider. For each calendar month, the Company shall determine the shortfall and invoice the City for that amount by the 15<sup>th</sup> of the following month, and City shall pay such invoice by the last day of that month.

6. **REPAIR, UPGRADE, AND REPLACEMENT OF REQUESTED UNDERGROUND FACILITIES.**

- A. Minor repairs to underground facilities installed pursuant to this Agreement shall be made in such a manner as to maintain the underground nature of the facilities being repaired, with such cost to be borne by Company.
- B. Company upgrades to underground facilities installed pursuant to this Agreement shall be made in such a manner as to maintain the underground nature of the facilities being upgraded, with such cost to be borne by Company.
- C. If the underground facilities installed pursuant to this Agreement are relocated at the request or requirement of City or any other federal, state, or local governmental entity, then the relocated facilities shall be installed using the then-current Company standard unless City pays for new underground facilities or the new underground facilities are installed pursuant to the terms of this Agreement.
- D. Replacement of underground facilities installed pursuant to this Agreement, not made as part of repairs or facility upgrades under Subparagraphs A and B of this Paragraph, shall be done using the then-current Company standard unless City pays for new underground facilities or the new underground facilities are installed pursuant to the terms of this Agreement.

7. **MISCELLANEOUS PROVISIONS.**

- A. The Parties agree that the rights, duties, benefits, and obligations set forth in this Agreement are binding upon their successors in interest.

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- B. Each person executing this Agreement represents that he or she is authorized to sign this Agreement on behalf of the party represented.
- C. The Parties expressly acknowledge and agree that oral and written statements made by either Party or its representatives during the course of the negotiations that led to this Agreement cannot be used or portrayed as an admission or concession of any sort and shall not be admissible as evidence in any proceeding.
- D. The City may audit any request for reimbursement made under this Agreement pursuant to Texas Utilities Code Ch. 14. The parties agree that an audit made under this Agreement is conducted at a reasonable time for a reasonable purpose.

Executed on this the 15 day of October, 2020, by the Parties hereto, by and through their undersigned duly authorized representatives.

Oncor Electric Delivery Company LLC

City of Irving, Texas

By: J. Michael Shabane

By: [Signature]

Its: Vice President, Regulatory

Its: Mayor

**6.4 Rate Administration**  
**Applicable: As Listed Below**  
**Effective Date: As Listed Below**

#### **6.4.1 Cities in Which Rider UFCRF and the Agreement for Underground Facilities and Cost Recovery have been Approved**

[illegible]

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**APPENDIX A**

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

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

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

**FOR COMPANY**

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

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

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

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

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

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

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

**FOR COMPETITIVE RETAILER**

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

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

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

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

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

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

PUC Certificate Number: \_\_\_\_\_

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

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

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

\_\_\_\_ Competitive Retailer will direct Retail Customers to call Competitive Retailer to report outages, interruptions, and irregularities and will then electronically forward such information to Company.

\_\_\_\_ Competitive Retailer will direct Retail Customers to call Competitive Retailer to report outages, interruptions, and irregularities and will then forward such calls to Company at the following toll-free number:

1-888-313-4747

\_\_\_\_ Competitive Retailer will direct Retail Customers to directly call or contact Company to report outages, interruptions, and irregularities. Competitive Retailer will provide Retail Customer with the following Company supplied toll-free number for purposes of such reporting:

1-888-313-4747

B. DESIGNATION OF CONTACT FOR MAKING SERVICE REQUESTS

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

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

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

1-888-313-6862

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

1-888-313-6862

**III. TERM**

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

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

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

**V. SIGNATURES**

**Company** (insert name)

\_\_\_\_\_

(legal signature)

\_\_\_\_\_

(date)

\_\_\_\_\_

**Competitive Retailer** (insert name)

\_\_\_\_\_

(legal signature)

\_\_\_\_\_

(date)

\_\_\_\_\_

**TARIFF  
FOR  
RETAIL DELIVERY SERVICE**

ONCOR ELECTRIC DELIVERY COMPANY LLC

**\*\*REDLINE COPY\*\***

1616 Woodall Rodgers Fwy  
Dallas, Texas 75202-1234



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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.



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**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.

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

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

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

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

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

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

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

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

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

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

**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.

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**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.

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

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

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

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

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

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

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

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

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

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

**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.

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**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.

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**Chapter 1: Definitions**

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**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.

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

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**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
Addicks	Campbell	Ector
Alledo	Caney City	Edgecliff Village
Allen	Canton	Edgewood
Alma	Carbon	Edom
Alto	Carrollton	Electra
Alvarado	Cashlon Community	Elgin
Alvord	Cedar Hill	Elkhart
Andrews	Celeste	Emhouse
Angus	Celina	Enchanted Oaks
Anna	Centerville	Ennis
Annetta	Chandler	Eufess
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	Galveston
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 Barrel City
Burke	Dorchester	Gunter
Burleson	Dublin	Haltom City
Bynum	Duncanville	Harker Heights

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



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Valley View	West	Wilmer
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	

## 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	

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

### **3.1. APPLICABILITY**

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

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

### **3.2 GENERAL**

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

### **3.3 DESCRIPTION OF SERVICE**

Company will provide Delivery Service for Electric Power and Energy of the standard characteristics available in the locality in which the Premises to be served are situated. All types of Delivery Service offered by Company are not available at all locations. Company will provide Delivery Service at Company's standard voltages. Requestors of Delivery Service should obtain from Company the phase and voltage of the service available before committing to the purchase of motors or other equipment, and Company is not responsible if the requested phase and voltage of service are not available. The standard Delivery System Service offered by Company is for alternating current with a nominal frequency of 60 hertz (cycles per second). Delivery Services may be provided 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**

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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.

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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.

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**3.16 EXERCISE OF RIGHT TO CONSENT**

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

**3.17 WAIVERS**

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

**3.18 HOURS OF OPERATION**

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

**3.19 PUBLIC SERVICE NOTICE**

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

**3.20 HEADINGS**

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

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

**4.1 GENERAL SERVICE RULES AND REGULATIONS**

**4.1.1 APPLICABILITY OF CHAPTER**

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

**4.1.2 REQUIRED NOTICE**

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

**4.2 LIMITS ON LIABILITY**

**4.2.1 LIABILITY BETWEEN COMPANY AND COMPETITIVE RETAILERS**

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

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

*Company will make reasonable provisions to provide Construction Service, but does not guarantee the timeliness of initiating or completing such Construction Service nor the suitability of such facilities for Retail Customer's specific uses. Company will not be liable for any damages, whether direct or consequential, including, without limitation, loss of profits, loss of revenue, or loss of production capacity, occasioned by the failure to provide timely or suitable Construction Service. The term "Construction 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.*

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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



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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



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- (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,

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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

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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

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- 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

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- (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.

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**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



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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.

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

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

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

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

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

#### **4.4.6 DELINQUENT PAYMENTS**

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

#### **4.4.7 PARTIAL PAYMENTS**

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



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#### **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.

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## **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

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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;

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- (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,

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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

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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.

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**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



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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



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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

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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.

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**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;

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- (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.

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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,

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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.

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**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, 7<sup>th</sup> 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.*



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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



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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.

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**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