

**TARIFF
FOR
COMPETITIVE RETAILER ACCESS**

[Name of Municipally Owned Utility or Electric Cooperative]

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TABLE OF CONTENTS

TABLE OF CONTENTS.....	3
CHAPTER 1: DEFINITIONS.....	6
CHAPTER 2: DESCRIPTIONS OF [UTILITY'S] CERTIFICATED SERVICE AREA.....	11
CHAPTER 3: GENERAL TERMS AND CONDITIONS OF ACCESS APPLICABILITY.....	12
3.1 APPLICABILITY.....	12
3.2 GENERAL.....	12
3.3 CHARGES ASSOCIATED WITH DELIVERY SERVICE.....	12
3.4 AVAILABILITY OF TARIFF.....	12
3.5 CHANGES TO ACCESS TARIFF.....	12
3.6 NON-DISCRIMINATION.....	13
3.7 FORM AND TIMING OF NOTICE.....	13
3.8 DESIGNATION OF [UTILITY] CONTACT PERSONS FOR MATTERS RELATING TO ACCESS.....	13
3.9 INVOICING TO STATE AGENCIES.....	13
3.10 GOVERNING LAWS AND REGULATIONS.....	13
3.11 GOOD FAITH OBLIGATION.....	13
3.12 COOPERATION IN EMERGENCIES.....	13
3.13 HEADINGS.....	13
3.14 TAX EXEMPT STATUS.....	14
3.15 SUCCESSORS AND ASSIGNS.....	14
3.16 EXERCISE OF RIGHT TO CONSENT.....	14
3.17 WAIVERS.....	14
3.18 HOURS OF OPERATION.....	14
CHAPTER 4: SERVICE RULES AND REGULATIONS RELATING TO ACCESS TO DELIVERY SYSTEM OF [UTILITY] BY COMPETITIVE RETAILERS.....	14
4.1 GENERAL RULES AND REGULATIONS.....	14

Deleted: CHAPTER 1: DEFINITIONS→ 7¶
CHAPTER 2: DESCRIPTIONS OF [UTILITY'S] CERTIFICATED SERVICE AREA → 11¶
CHAPTER 3: GENERAL TERMS AND CONDITIONS OF ACCESS APPLICABILITY→ 12¶
APPLICABILITY→ 12¶
RECEIPT OF ELECTRICITY FROM COMPETITIVE RETAILERS→ 12¶
GENERAL→ 12¶
DESCRIPTION OF ACCESS→ 12¶
AVAILABILITY OF TARIFFS→ 13¶
CHANGES TO ACCESS TARIFF→ 13¶
NON-DISCRIMINATION→ 13¶
FORM OF NOTICE→ 13¶
DESIGNATION OF [UTILITY] CONTACT PERSONS FOR MATTERS¶
RELATING TO ACCESS→ 14¶
INVOICING TO STATE AGENCIES→ 14¶
GOVERNING LAWS AND REGULATIONS→ 14¶
GOOD FAITH OBLIGATION→ 14¶
COOPERATION IN EMERGENCIES→ 14¶
HEADINGS→ 15¶
TAX EXEMPT STATUS→ 15¶
SUCCESSORS AND ASSIGNS→ 15¶
EXERCISE OF RIGHT TO CONSENT→ 15¶
WAIVERS→ 15¶
CHAPTER 4:SPECIFIC RULES AND REGULATIONS RELATING TO ACCESS TO DELIVERY SYSTEM OF [UTILITY] BY COMPETITIVE RETAILERS→ 16¶
GENERAL RULES AND REGULATIONS→ 16¶
APPLICABILITY OF CHAPTER→ 16¶
REQUIRED NOTICE→ 16¶
LIMITS ON LIABILITY→ 16¶
LIABILITY BETWEEN [UTILITY] AND COMPETITIVE RETAILERS→ 16¶
LIMITATION OF DUTY AND LIABILITY OF COMPETITIVE RETAILER→ 17¶
DUTY TO AVOID OR MITIGATE DAMAGES→ 17¶
FORCE MAJEURE→ 17¶
EMERGENCIES AND NECESSARY INTERRUPTIONS→ 17¶
LIMITATION OF WARRANTIES BY [UTILITY]→ 18¶
DUTY TO REVIEW→ 18¶
ACCESS→ 18¶
ELIGIBILITY→ 18¶
INITIATION OF ACCESS→ 19¶
INITIATION OF ACCESS WHERE CONSTRUCTION SERVICES ARE NOT REQUIRED→ 19¶
INITIATION OF ACCESS WHERE CONSTRUCTION SERVICES ARE¶
REQUIRED→ 19¶
REQUESTS FOR DISCRETIONARY SERVICES INCLUDING CONSTRUCTION SERVICES→ 20¶
CHANGING OF DESIGNATED COMPETITIVE RETAILER→ 21¶
PROVISION OF DATA BY COMPETITIVE RETAILER TO UTILITY→ 21¶
SUSPENSION OF ACCESS→ 21¶

Deleted: 14

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... [1]

A.	APPLICABILITY OF CHAPTER	14
B.	REQUIRED NOTICE	14
4.2	LIMITS ON LIABILITY	15
A.	LIABILITY BETWEEN [UTILITY] AND COMPETITIVE RETAILERS	15
B.	LIMITATION OF DUTY AND LIABILITY OF COMPETITIVE RETAILER	15
C.	DUTY TO AVOID OR MITIGATE DAMAGES	16
D.	FORCE MAJEURE	16
E.	EMERGENCIES AND NECESSARY INTERRUPTIONS	16
F.	LIMITATION OF WARRANTIES BY [UTILITY]	16
G.	DUTY TO REVIEW	17
4.3	ACCESS	17
A.	ELIGIBILITY	17
B.	INITIATION OF ACCESS (DELIVERY SYSTEM SERVICE CONNECTION)	17
1.	INITIATION OF ACCESS WHERE CONSTRUCTION SERVICES ARE NOT REQUIRED	17
2.	INITIATION OF ACCESS WHERE CONSTRUCTION SERVICES ARE REQUIRED	17
C.	REQUESTS FOR DISCRETIONARY SERVICES INCLUDING CONSTRUCTION SERVICES	18
D.	CHANGING OF DESIGNATED COMPETITIVE RETAILER	18
E.	SWITCHING FEE	19
F.	IDENTIFICATION OF THE PREMISES AND SELECTION OF RATE SCHEDULES	19
G.	PROVISION OF DATA BY COMPETITIVE RETAILER TO UTILITY	20
H.	SUSPENSION OF ACCESS	20
1.	SUSPENSIONS WITHOUT PRIOR NOTICE FOR EMERGENCIES OR NECESSARY INTERRUPTIONS	20
2.	NOTICED SUSPENSION NOT RELATED TO EMERGENCIES OR NECESSARY INTERRUPTIONS	20
I.	RESTORATION OF ACCESS	21
J.	DISCONNECTION OF SERVICE REQUESTED BY COMPETITIVE RETAILER TO RETAIL CUSTOMER'S FACILITIES	21
K.	EXTREME WEATHER	21
L.	CRITICAL CARE, CHRONIC CONDITION, CRITICAL LOAD CUSTOMER DESIGNATION	21
4.4	BILLING AND REMITTANCE	22
A.	CONSOLIDATED BILLING BY [UTILITY]	22
1.	BILLING BY [UTILITY] TO RETAIL CUSTOMERS FOR DELIVERY SERVICES	23
2.	CALCULATION AND TRANSMITTAL OF ELECTRIC POWER AND ENERGY CHARGES BY COMPETITIVE RETAILER	23
3.	PRE-BILL STATEMENT CORRECTIONS	23
4.	BILLING CYCLE	23
5.	REMITTANCE	23
6.	NON-PAYMENT OR PARTIAL PAYMENT BY RETAIL CUSTOMER	24
7.	RETAIL CUSTOMER BILLING INQUIRIES	24
B.	SEPARATE BILLS	24
C.	CONSOLIDATED BILLING BY COMPETITIVE RETAILER	24
1.	CALCULATION AND TRANSMITTAL OF DELIVERY SERVICE INVOICES BY [UTILITY]	24
2.	CALCULATION AND TRANSMITTAL OF CONSTRUCTION SERVICE CHARGES	25
3.	INVOICE CORRECTIONS	25
4.	BILLING CYCLE	25
D.	REMITTANCE OF INVOICED CHARGES	25
5.	DELINQUENT PAYMENTS	26
6.	PARTIAL PAYMENTS	26
7.	INVOICE DISPUTES	26
8.	RETAIL CUSTOMER BILLING INQUIRIES	27
9.	SUCCESSOR COMPETITIVE RETAILER	27
4.5	SECURITY DEPOSITS AND CREDITWORTHINESS	27
A.	DEPOSIT REQUIREMENTS FOR CONSOLIDATED BILLING BY UTILITY	27
B.	DEPOSIT REQUIREMENTS FOR CONSOLIDATED BILLING BY COMPETITIVE RETAILER	27

Deleted: 15

Deleted: 18

Deleted: 22

Deleted: 26

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C. SIZE OF DEPOSIT 27

D. FORM OF DEPOSIT 27

E. INTEREST 28

F. HISTORICAL DEPOSIT INFORMATION 28

G. REFUND OF DEPOSIT 28

Deleted: 28

Deleted: 28

4.6 DELINQUENCY, DEFAULT AND REMEDIES ON DEFAULT 28

A. [UTILITY] DELINQUENCY AND DEFAULT 28

B. DEFAULT AND REMEDIES ON DEFAULT OF [UTILITY] 28

1. DEFAULT OF [UTILITY] RELATED TO FAILURE TO REMIT PAYMENTS DUE UNDER THIS TARIFF OR MAINTAIN REQUIRED SECURITY 28

2. DEFAULT OF [UTILITY] RELATED TO FAILURE TO PROVIDE METER READING DATA 29

C. DEFAULT AND REMEDIES ON DEFAULT OF COMPETITIVE RETAILER 29

1. COMPETITIVE RETAILER DELINQUENCY 29

2. DEFAULT AND REMEDIES RELATED TO COMPETITIVE RETAILER'S FAILURE TO REMIT PAYMENT OR MAINTAIN REQUIRED SECURITY 29

3. DEFAULT RELATED TO COMPETITIVE RETAILER'S FAILURE TO SATISFY MATERIAL OBLIGATIONS UNDER ACCESS TARIFF 30

4. DEFAULT RELATED TO DE-CERTIFICATION OF A COMPETITIVE RETAILER AS A RETAIL ELECTRIC PROVIDER OR LOSS OF MUNICIPAL REGISTRATION 31

5. CURE OF DEFAULT 31

Deleted: 29

Deleted: 29

Deleted: 30

Deleted: 31

4.7 MEASUREMENT AND METERING OF SERVICE 31

A. MEASUREMENT 31

B. METER READING 31

1. DENIAL OF ACCESS BY RETAIL CUSTOMER 32

2. ESTIMATES FOR REASONS OTHER THAN FOR DENIAL OF ACCESS BY RETAIL CUSTOMER 32

3. STANDARD METER DATA 32

C. REPORTING MEASUREMENT DATA 33

D. METER TESTING, METER REPLACEMENT AND ADJUSTMENTS FOR METER READING INACCURACIES 33

E. INVOICE ADJUSTMENT DUE TO METER INACCURACY 33

Deleted: 32

Deleted: 32

Deleted: 33

4.8 DATA EXCHANGE 33

A. DATA FROM METER READING 33

1. DATA RELATED TO INTERVAL METERS 34

2. DATA REPORTED BY VOLUMETRIC (kWh) METERS 34

3. METER READINGS FOR THE PURPOSE OF A SELF-SELECTED SWITCH OR TO VERIFY ACCURACY OF METER READING 34

4. ESTIMATED USAGE 34

5. METER/BILLING DETERMINANT CHANGES 35

6. NOTICE OF PLANNED AND UNPLANNED INTERRUPTIONS TO MARKET COMMUNICATIONS AND DATA EXCHANGE 35

B. DATA FOR UNMETERED LOADS 35

C. ADJUSTMENTS TO PREVIOUSLY TRANSMITTED DATA 35

D. DATA EXCHANGE PROTOCOLS 36

Deleted: 34

Deleted: 35

Deleted: 36

Deleted: 36

4.9 DISPUTE RESOLUTION PROCEDURES 36

A. COMPLAINT PROCEDURES 36

B. COMPLAINT WITH REGULATORY AUTHORITY 37

C. SERVICE INQUIRIES OR ACCESS STATUS 37

Deleted: 37

Deleted: 37

4.10 OUTAGE AND SERVICE REQUEST REPORTING 37

A. NOTIFICATION OF INTERRUPTIONS, IRREGULARITIES, AND SERVICE REQUESTS 37

B. RESPONSE TO REPORTS OF INTERRUPTIONS AND REPAIR REQUESTS 38

Deleted: 38

Deleted: 38

Deleted: 39

CHAPTER 5: [UTILITY] GENERAL TERMS AND CONDITIONS AND RATES 38

Deleted: 39

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5.1 GENERAL..... 38

5.2 RATE SCHEDULES..... 39

Deleted: 39

CHAPTER 1: DEFINITIONS

The following definitions apply to the Access Tariff of a Municipally Owned Utility or Electric Cooperative and to any Access Agreements made pursuant to the Access Tariff, unless specifically defined otherwise therein.

ACCESS. The ability of a Competitive Retailer to deliver electric energy to Retail Customers at the Point of Supply.

ACCESS AGREEMENT. The Access Agreement set forth in this Access Tariff that must be executed by [Utility] and Competitive Retailer before the Competitive Retailer can deliver Electric Power and Energy to [Utility]'s Delivery System and provide Electric Power and Energy to Retail Customers connected to [Utility]'s Delivery System.

ACCESS TARIFF. The document filed with and approved, except for Chapters 2 and 5, by the PUC pursuant to which [Utility] provides Access to Competitive Retailers. It is comprised of Rate Schedules, Access rules and regulations. The Access rules and regulations include definitions, terms and conditions, policies, and Access Agreements.

ACTUAL METER READING. A Meter Reading whereby [Utility] 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.

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

APPLICABLE LEGAL AUTHORITIES. A Texas or federal law, rule, regulation or ruling of the Commission or any other regulatory authority having jurisdiction, an order of a court of competent jurisdiction, or a rule, regulation, ruling, procedure, protocol, guide or guideline of ERCOT, 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 [Utility] as the repository for payment of funds due to [Utility] under this Access 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 Utility's Delivery Charges that can be transmitted to the Competitive Retailer 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 on which [Utility]'s corporate offices are open for business in accordance with Section 3.18, HOURS OF OPERATION.

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CENTRAL PREVAILING TIME. 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.

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

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

COMPETITIVE RETAILER. A Retail Electric Provider, POLR or a Municipally Owned Utility or Electric Cooperative that offers customer choice in the competitive electric power market, and is selling Electric Power and Energy or any other entity authorized to provide Electric Power and Energy in Texas.

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

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CONSTRUCTION SERVICE CHARGE. Charges imposed 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 [Utility]'s electric lines and other equipment, including transformers, from the Point of Supply to the Point of Delivery.

DELIVERY SERVICE. A service performed by [Utility] for Retail Customers to effect the Delivery of Electric Power and Energy from the Point of Supply where it enters the Delivery System of [Utility] and is delivered to the Retail Customer to the Point of Delivery.

DELIVERY SERVICE TARIFF. A document promulgated by [Utility] describing the rates, terms and conditions of Delivery Service to Retail Customers, which may include Utility's Facility Extension Policy and Construction Services, and applicable charges regarding same.

DELIVERY SYSTEM. [Utility]'s electric lines, meters and other equipment, including transformers used in the Delivery of Electric Power and Energy.

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

DEMAND RATCHET. A provision for retail distribution service that allows a customer to be billed based on the greater of the peak demand by that customer in the current month or some fixed percentage of the peak demand for that customer during previous months.

DISCRETIONARY SERVICES. Customer specific services as outlined in the Rate Schedule, Chapter 5 of this Tariff.

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

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 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.

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

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

FACILITY EXTENSION POLICY. The Utility 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.

FIELD OPERATIONAL DAY. Any day but 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. This term will have the meaning ascribed thereto in P.U.C. SUBST . R. 25.5, *Definitions*, or its successor.

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

INTERVAL DATA RECORDER (IDR) METER. Interval demand recorder which communicates interval data via external communication devices, including but not limited to cell phone, fiber, and analog land lines.

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

KILOVOLT AMPERES or kVA. 1000 volt-amperes.

KILOWATT or kW. 1000 watts.

KILOWATT-HOUR or kWh. 1000 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. A device, or devices, together with any required auxiliary equipment, for measuring the amount of Electric Power and Energy delivered.

Deleted: or METERING EQUIPMENT

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

METERING EQUIPMENT. Required auxiliary equipment that is owned by Utility and used with the 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.

METER READING or METER READ. The process whereby Utility 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.

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Deleted: Metering Equipment.

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

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

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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 and includes any chilled water program operated by the utility, as defined in PURA §11.003(1) Definitions.

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

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. As determined by [Utility], the point where the Electric Power and Energy leaves [Utility]'s Delivery System and is delivered to a customer.

POINT OF SUPPLY. The point where the Electric Power and Energy enters [Utility's] 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 or 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 or an entity selected by a municipally owned utility or electric cooperative to act as a provider of last resort.

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 outlined in Chapter 5. 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 a Competitive Retailer in the competitive retail electric market in Texas.

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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 [Utility].

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

RETAIL ELECTRIC PROVIDER or REP. As defined in PURA §31.002(17) Definitions, a person, certificated pursuant to PURA §39.352, that sells Electric Power and Energy to Retail Customers.

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

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Moved down [1]: A Standard Electronic Transaction as defined by the protocols adopted by the Commission or the Independent Organization.¶

SERVICE CALL. The dispatch of a Utility 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 Utility has deployed 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.

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SWITCHING FEE. Any fee or charge assessed to any Retail Customer or Competitive Retailer upon switching to the Competitive Retailer that recovers any utility cost or expenses not already included in Utility's Delivery Charges included in Chapter 5 of this Tariff.

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

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TARIFF. A document describing rates, terms and conditions of electric service.

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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TRANSITION CHARGES. Charges reasonably designed to recover the stranded investment over an appropriate period of time, and as authorized by Chapter 40 or 41 of the Utilities Code, as applicable.

UNMETERED SERVICE. Delivery Service to Premises without a Meter.

UTILITY'S DELIVERY SYSTEM. The portion of the Delivery System that is owned by Utility.

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 has not been rejected in accordance with the TX SET Implementation Guides and Commission Rules.

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CHAPTER 2: DESCRIPTIONS OF [UTILITY'S] CERTIFICATED SERVICE AREA

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CHAPTER 3: GENERAL TERMS AND CONDITIONS OF ACCESS APPLICABILITY

3.1 APPLICABILITY

This Access Tariff governs the terms and conditions of the provision of Access by [Utility] to Competitive Retailers to the Delivery System of [Utility] for the purpose of selling Electric Power and Energy to Retail Customers within the retail service area of [Utility] who are connected to the Delivery System of [Utility]. The provisions of this Access Tariff shall uniformly apply to all Competitive Retailers. Terms and Conditions for the Delivery of Electric Power and Energy to Retail Customers are set out in a separate Delivery Service Tariff. [Utility] provides Delivery Service directly to Retail Customers at their respective Points of Delivery in conjunction with the provision of Access.

3.2 GENERAL

~~Utility 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 Utility's service territory and served by Competitive Retailers. Utility has no ownership interest in any Electric Power and Energy it delivers. Utility will provide to all Competitive Retailers access to the Delivery System pursuant to this Tariff (and Utility's Delivery Service Tariff, if applicable), which Tariff(s) establishes the rates, terms and conditions, and policies for such Access and Delivery Service. Utility 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 Utility's service area.~~

3.3 CHARGES ASSOCIATED WITH DELIVERY SERVICE

~~All charges associated with a Delivery Service provided by Utility must be authorized by the municipal governing body, or a body vested with the power to manage and operate a municipally owned utility, or the board of directors of an electric cooperative, and are included as Tariff charges in Section 5.2, RATE SCHEDULES.~~

3.4 AVAILABILITY OF ~~TARIFF~~

~~Copies of this Access Tariff are available in standard electronic format on the website of the Commission and on the website of Utility. [Utility] shall post on its website a copy of its Delivery Service Tariff.~~

3.5 CHANGES TO ACCESS TARIFF

This Access 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 Access Tariff. [Utility] retains the right to file a petition for rulemaking, requesting a change in Chapters 1, 3, and 4 of its Access Tariff and will comply with all laws and rules concerning the provision of notice concerning any such application. [Utility] shall file accurate and current rates for Access in Chapter 5. If an Access rate is altered, [Utility] is responsible for providing the current rate information in a timely manner. Any agreement made pursuant to this Access Tariff shall be deemed to be modified to conform to any changes in this Access Tariff as of the date of the effectiveness of such change. No agent, officer, director, employee, or representative of [Utility] has authority to modify the provisions of this Access Tariff or to bind [Utility] by any promise or representation contrary to the terms of this Access Tariff except as expressly permitted by the ~~municipal governing body, or a body vested with the power to manage and operate a municipally owned utility, or the board of directors of an electric cooperative, or the PUC, as applicable. In the event that Utility determines it necessary to change its application of an existing Tariff provision under Chapter 5 of this Tariff, Utility shall notify the designated contact of all Competitive Retailers certified to serve customers in its service territory, at least 45 Business Days in advance of any proposed change in application of an existing Tariff provision taking effect.~~

~~Deleted:~~ RECEIPT OF ELECTRICITY FROM COMPETITIVE RETAILERS

~~A Competitive Retailer meeting the eligibility requirements of Section 4.3.1, ELIGIBILITY, that is not in default as provided in Section 4.6.3, DEFAULT AND REMEDIES ON DEFAULT OF COMPETITIVE RETAILER, may deliver Electric POWER AND ENERGY TO RETAIL CUSTOMERS CONNECTED TO THE~~

~~Deleted:~~ of [Utility] at the Point of Supply. [

~~Deleted:~~] will allow Access by receiving

~~Deleted:~~ at the Point of Supply from eligible Competitive Retailers

~~Deleted:~~ not in default.

~~GENERAL~~

~~Competitive Retailers shall own the electricity that is delivered to Retail Customers at the Point of Supply. Retail Customers shall own the electricity from the Point of Supply to the Point of Delivery. However, Retail Customer has no obligation to pay for Electric Power~~

~~Deleted:~~ Energy if the power is not delivered to the Retail Customer at the Retail Customer's Point of Delivery. [

~~Deleted:~~]

~~Deleted:~~ supplied by third party Competitive Retailers or delivered to Retail Customers that purchase electric energy from third party Competitive Retailers.

~~DESCRIPTION OF ACCESS~~

~~The provision of Access by [~~

~~Deleted:~~] is subject to the terms of any Access Agreements, the...

~~Deleted:~~ of this Access Tariff and Applicable Legal Authorities

~~Deleted:~~ TARIFFS

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3.6 NON-DISCRIMINATION

[Utility] shall discharge its responsibilities under this Access Tariff in a non-discriminatory manner not favoring or burdening any particular Competitive Retailer. [Utility] shall not discriminate against non-affiliated Competitive Retailers or their Retail Customers in the provision of Delivery Services that affect Competitive Retailer's Access to [Utility]'s Delivery System or Retail Customers. Utility 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.

3.7 FORM AND TIMING OF NOTICE

A notice, demand or request required or authorized under this Access Tariff to be given by any party to any other party shall be in writing or conveyed electronically, as specified in the section of this Access 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. Written notice 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 other party. Any such notice, demand or request so delivered or mailed 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.

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3.8 DESIGNATION OF [UTILITY] CONTACT PERSONS FOR MATTERS RELATING TO ACCESS

[Utility] shall designate a person(s), either by name or title, who will serve as the [Utility]'s contact for all matters relating to Access provided to Competitive Retailers and post such information along with the names, telephone numbers, mailing addresses and electronic mail addresses for its Access contact person(s) on its Internet website. [Utility] may change its designation by providing notice to the Commission and those Competitive Retailers with Access and by updating such information on [Utility]'s Internet website.

3.9 INVOICING TO STATE AGENCIES

Notwithstanding any provisions in this Access 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 Government Code, shall be due and shall bear interest if overdue as provided in Chapter 2251.

3.10 GOVERNING LAWS AND REGULATIONS

This Access Tariff is to be interpreted to conform with Applicable Legal Authorities. Changes in an Applicable Legal Authority, shall become effective with regard to this Access Tariff and any Access Agreement made pursuant to it, as of the effective date of such Applicable Legal Authority.

3.11 GOOD FAITH OBLIGATION

[Utility] and Competitive Retailer will use reasonable efforts to cooperate in good faith to fulfill all duties, obligations, and rights set forth in this Access Tariff. [Utility] and Competitive Retailer will negotiate in good faith concerning the details of carrying out their duties, obligations, and rights set forth in this Access Tariff.

3.12 COOPERATION IN EMERGENCIES

[Utility] and Competitive Retailer, 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.

3.13 HEADINGS

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The descriptive headings of the various sections of this Access 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.

3.14 TAX EXEMPT STATUS

Nothing in this Tariff may impair [Utility]'s tax exempt status, nor shall anything in this Tariff compel [Utility] to use its Delivery System in a manner that violates any contractual provisions, bond covenants, or other restrictions applicable to facilities financed by tax exempt debt. If [Utility] believes that its tax exempt status is threatened it shall notify the Commission.

3.15 SUCCESSORS AND ASSIGNS

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

3.16 EXERCISE OF RIGHT TO CONSENT

[Utility], 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. [Utility], 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 [Utility], 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

Utility's normal hours of operation are 7:00 AM – 7:00 PM Central Prevailing Time on Monday – Friday, excluding holidays. Utility will have limited hours of operation on Saturdays. Utility's recognized holidays and updated hours of operation will be posted on Utility's website no later than October 31 of the preceding calendar year. Utility may expand its normal hours of operation at its discretion. Notwithstanding its designated hours of operation, Utility shall ensure that personnel and other resources are available to process and complete service orders in compliance with Chapter 5 and other Applicable Legal Authorities. Utility shall also ensure that personnel and other resources are available to respond to emergencies at all times.

CHAPTER 4: **SERVICE RULES AND REGULATIONS RELATING TO ACCESS TO DELIVERY SYSTEM OF [UTILITY] BY COMPETITIVE RETAILERS**

4.1 GENERAL RULES AND REGULATIONS

A. APPLICABILITY OF CHAPTER

This Chapter governs the terms and conditions of Access by Competitive Retailers to the Delivery System of [Utility], whether the Competitive Retailer has entered into an Access Agreement or not. This Chapter also applies to Access by Competitive Retailers to the Delivery System of [Utility] unlawfully or pursuant to unauthorized use. The provisions of this Chapter shall uniformly apply to all Competitive Retailers receiving Access from [Utility].

B. REQUIRED NOTICE

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Notice to Competitive Retailer and [Utility] provided pursuant to Section 3.7, FORM AND TIMING OF NOTICE, shall be provided to the addresses specified in the Access Agreement.

4.2 LIMITS ON LIABILITY

A. LIABILITY BETWEEN [UTILITY] AND COMPETITIVE RETAILERS

This Access Tariff is not intended to limit the liability of [Utility] or Competitive Retailer for damages except as expressly provided in this Access Tariff.

[UTILITY] WILL MAKE REASONABLE PROVISIONS TO SUPPLY STEADY AND CONTINUOUS ACCESS AND DELIVERY SERVICE TO COMPETITIVE RETAILER AND RETAIL CUSTOMERS, RESPECTIVELY, BUT DOES NOT GUARANTEE ACCESS OR DELIVERY SERVICE AGAINST FLUCTUATIONS OR INTERRUPTIONS (WHETHER AS A RESULT OF NEGLIGENCE OR OTHERWISE). [UTILITY] 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 UTILITY HAS NOT MADE REASONABLE PROVISION TO SUPPLY STEADY AND CONTINUOUS ACCESS AND 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, UTILITY'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. UTILITY 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. UTILITY 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" AS USED 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 UTILITY, FROM THE TIME RETAIL CUSTOMER FIRST CONTACTS UTILITY WITH RESPECT TO THE PROVISION OF ANY TYPE OF CONSTRUCTION OR DELIVERY SERVICE.

However, if damages result from failure to provide timely or suitable Construction Service or fluctuations or interruptions in Access or Delivery Service that are caused by [Utility]'s or Competitive Retailer's gross negligence, or intentional misconduct, this Access Tariff shall not preclude recovery of appropriate damages when legally due. Nothing herein shall prevent Utility 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.

B. LIMITATION OF DUTY AND LIABILITY OF COMPETITIVE RETAILER

Competitive Retailer has no ownership, right of control, or duty to [Utility], Retail Customer or other third party, regarding the design, construction or operation of [Utility]'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

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any fluctuations or interruptions of Delivery Service caused, in whole or in part, by the design, construction or operation of [Utility]'s Delivery System.

C. DUTY TO AVOID OR MITIGATE DAMAGES

[Utility] 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 ~~A. LIABILITY BETWEEN [UTILITY] AND COMPETITIVE RETAILERS.~~

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D. FORCE MAJEURE

NEITHER [UTILITY] NOR COMPETITIVE RETAILER SHALL BE LIABLE IN 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, EXTREME WEATHER, ERCOT GRID INTERRUPTIONS, ACT OF THE PUBLIC ENEMY, WAR, INSURRECTION, RIOT, FIRE, EXPLOSION, LABOR DISTURBANCE OR STRIKE, WILDLIFE, UNAVOIDABLE ACCIDENT, EQUIPMENT OR MATERIAL SHORTAGE, PANDEMIC OR EPIDEMIC, 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.~~

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E. EMERGENCIES AND NECESSARY INTERRUPTIONS

[Utility]'s tariff for Delivery Service governs [Utility]'s authority to interrupt Delivery Service in the event of any emergency that poses a threat to [Utility]'s Delivery System or for other reasons that it deems to be necessary, including, inspection, test, repair, or changes in [Utility]'s Delivery System, or when such interruption will reduce or remove possible danger to life or property or will aid in the restoration of service.

Utility may curtail, reduce voltage, or interrupt Delivery Service in the event of an emergency arising anywhere on the Delivery System on 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. Utility may interrupt service, when necessary, in Utility's sole judgment, for inspection, test, repair, or changes in Utility'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.

Utility 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 Utility's service territory with specific identification of location, time, and expected duration of the outage. If reasonably possible, Utility 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 Utility's normal hours of operation as defined in Section 3.18. If the emergency occurs outside Utility's normal hours of operation, Utility shall provide notice as soon as reasonably possible under the circumstances to Competitive Retailer after the initiation of the curtailment, interruption, or voltage reduction that occurs due to the emergency. Advance 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.

F. LIMITATION OF WARRANTIES BY [UTILITY]

[UTILITY] MAKES NO WARRANTIES ~~WITH REGARD TO THE PROVISION OF ACCESS, CONSTRUCTION SERVICE OR DELIVERY SERVICE~~ AND DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT WITHOUT

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LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

G. DUTY TO REVIEW

[Utility] has a right to rely on any notice from a Competitive Retailer requesting connection, disconnection, interruption, or suspension of Delivery Service to Retail Customer, and is not responsible for monitoring or reviewing the factual basis or appropriateness of any such notice from a Competitive Retailer requesting connection, disconnection, or suspension of Delivery Service to Retail Customer.

4.3 ACCESS

A. ELIGIBILITY

A Competitive Retailer is eligible for Access when:

- (1) The Competitive Retailer and Utility 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. Utility and Competitive Retailer shall use best efforts to timely complete market testing; and
- (2) Competitive Retailer and [Utility] execute an Access Agreement, or if, [Utility] has failed to execute the Access Agreement upon presentment by Competitive Retailer who has signed such Access Agreement, Competitive Retailer shall be deemed eligible for Access during an interim period by filing the unexecuted Access Agreement with the Commission so that it may investigate into the reasons for such non-execution by [Utility]; and
- (3) The Competitive Retailer, if a REP, is registered with the municipality in whose area the REP intends to provide service, if applicable, and is not in material default with the registration requirements.

B. INITIATION OF ACCESS (DELIVERY SYSTEM SERVICE CONNECTION)

For the purposes of this section, "initiation of Access" refers to the actions taken by [Utility] to allow the Competitive Retailer to serve the Retail Customer. Utility may choose whether, for purposes of Discretionary Services and Construction Services, it will communicate through the applicable Competitive Retailer, through the Retail Customer, or both. Utility shall publish on its website the process for Competitive Retailers and/or Retail Customers to initiate Construction Services or Discretionary Services.

1. INITIATION OF ACCESS WHERE CONSTRUCTION SERVICES ARE NOT REQUIRED

Where existing Utility facilities will be used for Delivery System Service and no Construction Service is needed, Utility 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 is of such character that Delivery Service cannot be provided consistent with Good Utility Practice, or interferes with the service of other Retail Customers, or unless a known or dangerous condition exists for as long as it exists;
- (2) the Competitive Retailer is in default under this tariff; or
- (3) the Retail Customer is in default under [Utility]'s Delivery Service Tariff.

2. INITIATION OF ACCESS WHERE CONSTRUCTION SERVICES ARE REQUIRED

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When Construction Services are required, Utility may determine whether it will coordinate and communicate regarding such Construction Services through the Competitive Retailer, or directly with a Retail Customer. When a Competitive Retailer requests initiation of Access that requires Construction Service prior to initiation, Competitive Retailer shall contact [Utility] to make arrangements for Construction Services and for establishment of an ESI ID if one is not in existence for that Delivery Point. [Utility] shall establish a new ESI ID and will notify the Registration Agent. The processing of Construction Service, including the establishment of an ESI ID, if one is not in existence for the Point of Delivery, and notifying the Registration Agent of the new ESI ID shall be governed by the provisions of [Utility]'s applicable Tariffs. [Utility] may contact the Retail Customer for verification of the request. [Utility] shall initiate Access upon completion of the Construction Service and satisfaction of each of the conditions specified in Section 4.3 B.1, INITIATION OF ACCESS WHERE CONSTRUCTION SERVICES ARE NOT REQUIRED.

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C. REQUESTS FOR DISCRETIONARY SERVICES INCLUDING CONSTRUCTION SERVICES

A Competitive Retailer may request Discretionary Services from [Utility] on behalf of the Retail Customer or the Retail Customer may contact [Utility] directly to obtain the service. If a Competitive Retailer requests Discretionary Services on behalf of the Retail Customer, such requests for Discretionary Services must include the following information:

- (1) Retail Customer contact name or Retail Customer's authorized representative contact name;
- (2) Retail Customer or authorized representative contact phone number and email;
- (3) ESI ID, if in existence;
- (4) Service address (including City and zip code) and directions to location, as needed;
- (5) Project name, if in existence;
- (6) Discretionary Services and/or Construction Services requested; and
- (7) Date requested for [Utility] to perform Discretionary Services and/or Construction Services.

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[Utility] may contact the Retail Customer for verification of the request. Provision of the Discretionary Services requested shall be in accordance with [Utility]'s Delivery Service Tariff.

For an electronic service request sent by Competitive Retailer, Utility 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.

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[Utility] will acknowledge receipt of Competitive Retailer's electronic service request, will notify the Competitive Retailer, and may notify the Retail Customer of the estimated completion date and upon completion of the Discretionary Service request as applicable based on the service.

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D. CHANGING OF DESIGNATED COMPETITIVE RETAILER

[Utility] shall change a Retail Customer's designated Competitive Retailer upon receiving proper notification from the Registration Agent, in accordance with [Utility]'s customer protection rules and the protocols developed by the Independent Organization, unless the new Competitive Retailer is in default under this Access Tariff. Competitive Retailer may request a Meter Reading for the purpose of a self-selected switch subject to charges and timeframes specified in Chapter 5. 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 5, separate charges may apply in the event a trip is made to collect the data, collection of data is prevented due to lack of access to the Meter,

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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. Utility shall honor the requested switch date contained in the TX SET transaction in accordance with Applicable Legal Authorities to the extent that Utility has received the request within the timeframes established in Applicable Legal Authorities. Utility shall release proprietary customer information to the designated Competitive Retailer in a manner prescribed by the Applicable Legal Authorities.

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E. SWITCHING FEE

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

F. 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, Utility 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 Utility'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 Utility shall bill actual Demand of the existing Retail Customer only.

If Utility utilizes ratchet-based demand, for service to a new Retail Customer at an existing Premises, Utility 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 Utility's current base rates were set based upon the assumption that the Demand Ratchet would not be reset, in which case, Utility shall begin resetting Demand Ratchets for new Retail Customers no later than the conclusion of its next cost of service analysis. If requested by the Competitive Retailer, Utility will assist in selecting the Rate Schedule that is best suited to existing or anticipated Retail Customer's Delivery Service requirements. However, Utility does not assume responsibility 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 Utility 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 Utility 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, Utility may change a Retail Customer's Rate Schedule if Utility is made aware that the Retail Customer is no longer eligible to receive service under its current Rate Schedule.

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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 Utility'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.

G. PROVISION OF DATA BY COMPETITIVE RETAILER TO UTILITY

Competitive Retailer shall timely supply to [Utility] all data, materials, or other information specified in this Access Tariff, including current customer names, telephone number, and mailing address in connection with [Utility]'s provision of Access to Competitive Retailer for that Retail Customer, if required. Such information shall be used only for [Utility] operations and will be subject to the provisions P.U.C. SUBST. R. 25.275, Code of Conduct for Municipally Owned Utilities and Electric Cooperatives Engaged in Competitive Activities, if applicable.

Regardless of any information provided on an outage or service request, and regardless of the option chosen, a Competitive Retailer shall provide to Utility, 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.

H. SUSPENSION OF ACCESS

1. SUSPENSIONS WITHOUT PRIOR NOTICE FOR EMERGENCIES OR NECESSARY INTERRUPTIONS

[Utility] may without prior notice intentionally suspend Access to a Competitive Retailer in connection with suspending Delivery Service to the Competitive Retailer's Retail Customer where a known or dangerous condition exists, for the duration of the dangerous condition, or for an emergency arising anywhere on [Utility]'s Delivery System, which poses a threat to the Delivery System. Any suspension of Delivery Service shall be done in accordance with [Utility]'s Delivery Service Tariff. [Utility] shall notify, as soon as practically possible, the affected Retail Customer's Competitive Retailer of suspensions for the above reason.

Such notice may be made by electronic notice to all Competitive Retailers operating in [Utility]'s service area with specific identification of location, time, and expected duration of outage.

Competitive Retailer shall convey any notice received by Retail Customer to [Utility] that suspension or interruption of service of Retail Customer will create a dangerous or life-threatening condition on Retail Customer's Premises.

[Utility] may also suspend Access without prior notice when such suspension is authorized by Applicable Legal Authorities.

Nothing in this section is intended to take precedence over timely restoration of service.

2. NOTICED SUSPENSION NOT RELATED TO EMERGENCIES OR NECESSARY INTERRUPTIONS

If [Utility] suspends Access in connection with suspending Delivery Service other than as provided for an emergency under Section 4.3 1.1, SUSPENSIONS WITHOUT PRIOR NOTICE FOR EMERGENCIES OR NECESSARY INTERRUPTIONS, [Utility] shall provide electronic notice of the suspension of Access, specifically identifying the location, time, cause, and expected duration of the suspension.

[Utility] shall perform all suspensions or disconnects in accordance with its Delivery Service Tariff.

[Utility] may suspend Access in connection with suspending Delivery Service in accordance with [Utility]'s Delivery Service Tariff:

- (1) In the event of unauthorized use, unauthorized connection or reconnection, or diversion of service or Tampering with [Utility]'s Meter or equipment or bypassing same;
- (2) In the event of Retail Customer's violation of the provisions of [Utility]'s Delivery

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Service Tariff 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 [Utility] and Retail Customer, upon default of Retail Customer under such an agreement, or upon failure to pay any charges billed by [Utility] directly to Retail Customer after a reasonable opportunity has been provided to remedy the failure;
- (4) For Retail Customer's failure to provide [Utility] with reasonable access to [Utility]'s facilities located on Retail Customer's Premises after a reasonable notice has been provided of the need for access to the facilities; or
- (5) Upon [Utility]'s receipt of a notice requiring such action, in the form and from the party specified by Applicable Legal Authorities. [Utility] will not be responsible for monitoring or reviewing the appropriateness of any such notice.

[Utility] shall provide electronic notice of the suspension of Access, specifically identifying the time, cause, and expected duration of the suspension.

I. RESTORATION OF ACCESS

[Utility] will restore Access to the Competitive Retailer as soon as possible following the alleviation or correction of the conditions that cause a suspension or disconnection, consistent with [Utility]'s Delivery Service Tariffs, and provide notice of restoration of Access as soon as practically possible.

J. DISCONNECTION OF SERVICE REQUESTED BY COMPETITIVE RETAILER TO RETAIL CUSTOMER'S FACILITIES

At the request of Competitive Retailer, for Retail Customer related construction, alteration, or other temporary clearance requirement, and in accordance with [Utility]'s Delivery Service Tariff, [Utility] shall disconnect Retail Customer's facilities on the date requested by Competitive Retailer, provided such request is made at least three Business Days prior to the requested date for disconnection.

In the event Competitive Retailer no longer desires to provide Electric Power and Energy Access to a Retail Customer at the Retail Customer's Premises, Competitive Retailer shall notify the Registration agent of the date the Competitive Retailer desires [Utility] to

discontinue Access to a particular Point of Delivery. Competitive Retailer may request disconnection for non-payment by Retail Customer as authorized by the Commission's Customer Protection Rules except when the Competitive Retailer is the affiliate of the [Utility], in which case the [Utility]'s customer protection rules apply. [Utility] shall disconnect and reconnect Retail Customer's Premises upon receipt of request for disconnection or reconnection by a Competitive Retailer authorized to do so.

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

Utility shall not be responsible for monitoring or reviewing the appropriateness of any notice from a Competitive Retailer requesting suspension, connection, or disconnection of Delivery Service to Retail Customer.

K. EXTREME WEATHER

When Utility discontinues performing disconnections for non-payment due to an extreme weather emergency determined pursuant to P.U.C. SUBST. R. 25.483, Utility shall provide notice to Competitive Retailers as soon as reasonably possible pursuant to Section 3.7. FORM AND TIMING OF NOTICE.

L. CRITICAL CARE, CHRONIC CONDITION, CRITICAL LOAD CUSTOMER DESIGNATION.

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

(1) Follow its procedures for processing the application and designating a Retail Customer as a Critical Care Residential Customer or Chronic Condition Residential Customer and for notifying the Competitive Retailer and Retail Customer of any designation and any change in Retail Customer's designation;

(2) Follow its procedures 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 Utility systems and on applicable retail market transactions.

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

(1) Follow its procedures 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 Utility's receipt of the application;

(2) Upon request, provide to Competitive Retailer or Retail Customer a paper or electronic copy of the Utility established process for appeal;

(3) Follow the Utility-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 Utility systems and on applicable retail market transactions.

(5) Critical Load procedures will be followed pursuant to PUC Subst. R. 25.52 as it applies to municipally owned utilities.

4.4 BILLING AND REMITTANCE

Retail Customer has the option of (1) receiving a single bill that contains both the Delivery Service charges and the Electric Power and Energy charges; or (2) receiving two bills, one for Delivery Service charges and one for Electric Power and Energy charges. In the event that a Retail Customer fails to select to receive either separate bills or a single consolidated bill, a consolidated bill shall be provided.

If a consolidated bill is to be provided, [Utility] at its option may allow each Competitive Retailer to provide a consolidated bill to its Retail Customers. If [Utility] has chosen this option, it must do so in a non-discriminatory manner in accordance with 4.4 ~~C.~~ CONSOLIDATED BILLING BY COMPETITIVE RETAILER.

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[Utility] may bill Retail Customers directly for all services it provides to its Retail Customers. Nothing in this Tariff is intended to prohibit a [Utility] from contracting with a third party, including a Competitive Retailer, to perform billing services and functions on its behalf, including in the instance of separate bills, as provided above. Any third party performing billing on behalf of the [Utility] is subject to the billing provisions in this Tariff and billing responsibilities set out in the [Utility]'s Tariff for Delivery Services, to the same extent as the [Utility].

A. CONSOLIDATED BILLING BY [UTILITY]

When a Retail Customer receives a consolidated bill from [Utility], [Utility] may assess a fee to Competitive Retailer for billing services, which shall cover the preparation and delivery of reports specified in this chapter.

[Utility] shall at the Competitive ~~Retailer's~~ request provide the Competitive Retailer with an electronic copy of the entirety of each bill containing the Competitive ~~Retailer's~~ Electric Power and Energy charges within one Business Day of receipt of request. The [Utility], in lieu of an electronic copy of the bill may provide access to a database containing all billing information presented on the bill in an electronically accessible format.

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[Utility] shall provide to the Competitive Retailer its schedule for Meter Reading and bill due dates for

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the Competitive Retailer's Retail Customers. This schedule shall be provided yearly for the coming year. At such time a Competitive Retailer gains a new Retail Customer, [Utility] shall inform the Competitive Retailer of the Retail Customer's Meter Reading and bill due dates for the remainder of the year. If the schedule is altered, [Utility] shall notify Competitive Retailer at least 20 days prior to the altered date.

1. BILLING BY [UTILITY] TO RETAIL CUSTOMERS FOR DELIVERY SERVICES

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Calculation of charges, transmittal of the invoices, error corrections, dispute resolution and all other aspects of the billing for Delivery Services by [Utility] to Retail Customer shall be performed in accordance with [Utility]'s Delivery Service Tariff.

2. CALCULATION AND TRANSMITTAL OF ELECTRIC POWER AND ENERGY CHARGES BY COMPETITIVE RETAILER

In order for [Utility] to prepare a consolidated bill for Retail Customers who receive a consolidated bill from [Utility] for all services, Competitive Retailer shall calculate charges for Electric Power and Energy and shall transmit the charges to [Utility] by means of an electronic pre-bill statement for each Retail Customer's total charges within three Business Days from receipt of Meter Reading data. Electronic pre-bill statements shall be transmitted using the appropriate SET transaction and shall be consistent with the terms and conditions of this Access Tariff. [Utility] shall validate or reject the pre-bill statement using the appropriate rejection code within 48 hours of the first Business Day following receipt. Competitive Retailer shall correct any Competitive Retailer errors that lead to a rejection. Transactions that are neither validated nor rejected within 48 hours shall be deemed valid. Electronic pre-bill statements transmitted after 5:00 P.M. Central Prevailing Time shall be considered transmitted on the next Business Day.

3. PRE-BILL STATEMENT CORRECTIONS

Pre-bill statements shall be subject to adjustment for errors including, but not limited to, arithmetic errors, computational errors, and Meter Reading errors.

4. BILLING CYCLE

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Unless otherwise stated in [Utility]'s Delivery Service Tariff or as provided in Section 4.8.A.3, METER READINGS FOR THE PURPOSE OF A SELF-SELECTED SWITCH OR TO VERIFY ACCURACY OF METER READING, invoiced charges shall be based on a cycle of approximately one month. If [Utility] decides to alter the billing cycle for any Retail Customer, [Utility] agrees that it shall notify the Retail Customer's Competitive Retailer at least 30 days prior to such billing cycle change. If [Utility] has not received the pre-bill statement from the Competitive Retailer within the time period specified in Section 4.4.A.2, CALCULATION AND TRANSMITTAL OF ELECTRIC POWER AND ENERGY CHARGES BY COMPETITIVE RETAILER, [Utility] may send out its bills to Retail Customer without the Electric Power and Energy charges.

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5. REMITTANCE

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- (1) Upon receipt of payment from Retail Customer for Electric Power and Energy service billed by [Utility] on behalf of Competitive Retailer, [Utility] will remit payment to Competitive Retailer within five Business Days of the due date of the Retail Customer's bill, or if customer has paid after the due date, five days after [Utility] has received payment. [Utility] may remit payment by electronic funds transfer (EFT), utilizing the Electronic Data Interchange (EDI) Standard to a bank designated by the Competitive Retailer. [Utility] may also pay by wire transfer (WT) or check. Payment shall be considered received on the date Competitive Retailer's bank receives the EFT or WT or three days from the date the check is properly addressed and placed in the US mail. No extension of time shall be given if [Utility] has contracted its billing or collections functions to a third party.
- (2) On the same day [Utility] remits payment, [Utility] shall provide a collection report to Competitive Retailer that includes information about amounts billed and received for Electric Power and Energy for each Retail Customer for which payment is remitted, listed by ESI ID.

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6. NON-PAYMENT OR PARTIAL PAYMENT BY RETAIL CUSTOMER

[Utility] shall not be responsible for non-payment for Electric Power and Energy billed by [Utility] to Retail Customers on behalf of Competitive Retailer. If [Utility] receives partial payment from Retail Customers, [Utility] shall apply proceeds first to outstanding balances due to [Utility], next to the billing service fee specified in Section 4.4.A, CONSOLIDATED BILLING BY [UTILITY], and then to outstanding balances for Electric Power and Energy billed to Retail Customer on behalf of Competitive Retailer.

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7. RETAIL CUSTOMER BILLING INQUIRIES

When [Utility] receives an inquiry from a Retail Customer concerning the Electric Power and Energy portion of the Retail Customer's bill, [Utility] will direct the Retail Customer to contact the person(s) designated by the Competitive Retailer to handle billing inquiries.

B. SEPARATE BILLS

If a Retail Customer specifically elects to receive two separate bills, separate invoices will be submitted to the Retail Customer by [Utility], or its third party contractor, and Competitive Retailer.

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C. CONSOLIDATED BILLING BY COMPETITIVE RETAILER

If [Utility] chooses to allow Competitive Retailer to prepare a consolidated bill, Competitive Retailer shall act as a billing agent for [Utility] in the processing of such bill. The income derived from any services billed by Competitive Retailer on [Utility]'s behalf including, but not limited to Delivery Service, shall be deemed to have come from the Retail Customer, not the Competitive Retailer.

1. CALCULATION AND TRANSMITTAL OF DELIVERY SERVICE INVOICES BY [UTILITY]

Not later than three Business Days after the scheduled date of a Meter Read for a Point of Delivery, [Utility] shall transmit an electronic invoice for [Utility]'s total Delivery System charges based on its Delivery Service Tariff associated with the Point of Delivery supplied with Electric Power and Energy by the Competitive Retailer. [Utility] 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. Utility shall provide information on any Billing Determinants not provided on the electronic transaction to Competitive Retailer upon request, within two Business Days from the receipt of the request, and applicable fees may apply. 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.

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Charges for all services other than Delivery Service provided to a particular Point of Delivery, shall be separately identified on the invoice.

Electronic invoices shall be transmitted using the appropriate SET transaction and be consistent with the terms and conditions of this Access Tariff and the Delivery Service 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 Utility receives a negative acknowledgement indicating the transaction failed ANSI X12 validation, [Utility] shall correct any [Utility] errors that lead to a rejection, 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.

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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 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

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accordance with TX SET Implementation Guides and Commission Rules. A Competitive Retailer may dispute a Valid Invoice under Section 4.4.D.7, INVOICE DISPUTES, but not reject it.

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, [Utility] shall include the Construction Service Charge associated with that service as a separately identified item on the invoice provided pursuant to Section 4.4 C.1, CALCULATION AND TRANSMITTAL OF DELIVERY SERVICE INVOICES BY [UTILITY].

The income derived from Construction Service Charges shall be deemed to have come from the Retail Customer whether the service is requested directly by the Retail Customer or indirectly through a Competitive Retailer.

3. INVOICE CORRECTIONS

Invoices shall be subject to adjustment for errors, including, but not limited to arithmetic errors, computational errors, Meter inaccuracies and Meter Reading errors. [Utility] shall cancel and re-bill the original invoice that was incorrect and apply any payments made to the re-billed invoice. If it is determined that [Utility] over-billed for Delivery charges, [Utility] will make adjustment(s) associated with the Point of Delivery for the entire period of over-billing. If it is determined that [Utility] under-billed for Delivery charges, [Utility] will promptly issue a corrected invoice. Utility may not charge interest on underbilled amounts unless such amounts are found to be the result of theft of service. Utility 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 Utility does not true-up an underbilling within 150 days, Utility may not bill for the difference it has underbilled.

Utility shall render a corrected invoice within seven days of the date of resolution of the error unless otherwise prohibited by this section. Utility shall provide notice to an affected Competitive Retailer pursuant to Section 3.7, FORM AND TIMING OF NOTICE, at least one Business Day before the rendition.

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

4. ~~BILLING CYCLE~~

Unless otherwise stated in the applicable Rate Schedule or as provided in Section 4.8 A.3, METER READINGS FOR THE PURPOSE OF A SELF-SELECTED SWITCH OR TO VERIFY ACCURACY OF METER READING, invoiced charges shall be based on a cycle of approximately one month.

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 [Utility] 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 Reading/Billing Cycle. Utility 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. Utility's Meter Reading Schedules will be made available on Utility's website for the next year by December 15. Utility shall provide 60 days' notice for any changes in the Meter Reading Schedule.

D. REMITTANCE OF INVOICED CHARGES

Payments for all charges except Discretionary Service Charges invoiced to Competitive Retailer shall be due 30 calendar days following [Utility] transmittal of a valid invoice. The preceding 30 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 D.7, INVOICE DISPUTES. Payments are due without regard to whether or when the Competitive Retailer receives payment from its Retail Customer(s). However, the income derived from Delivery Service charges is deemed to have come from the Retail Customer,

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make adjustments for the entire period of under-billing but not to exceed six months.

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not the Competitive Retailer.

[Utility] shall specify the due date on the invoice, and the due date shall be the 30th calendar day after the transmittal date of the valid invoice, unless the 30th day falls on a weekend or Banking Holiday, in which case the due date shall be the following Business Day. Electronic invoices transmitted after 3:00 P.M. shall be considered transmitted on the following Business Day.

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Competitive Retailer shall pay the invoice by electronic funds transfer (EFT) utilizing the electronic data interchange (EDI) standard to a bank designated by [Utility]. Competitive Retailer may also pay by wire transfer (WT) accommodated with the appropriate TX SET transaction. Payment will be considered received on the date [Utility]'s bank receives the EFT or WT and the appropriate remittance advice is received by Utility in accordance with the requirements specified by Applicable Legal Authorities.

1. DELINQUENT PAYMENTS

Payments for Delivery charges invoiced to Competitive Retailer shall be considered delinquent if not received by 5:00 P.M. Central Prevailing Time of the due date stated on the valid invoice. Delinquent payments will be subject to a one-time late fee of 5.0% of the delinquent balance existing on the day after the due date stated on the validated 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, [Utility] shall provide notice 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 remains unpaid for an additional 30 calendar days from receipt of the notice.

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2. PARTIAL PAYMENTS

Unless the partial payment is made due to a dispute, partial payments will be applied pro-rata to all separately stated charges.

3. INVOICE DISPUTES

Competitive Retailer shall pay all undisputed portions of an invoice within the remittance timeframes of Section 4.4.D, REMITTANCE OF INVOICED CHARGES, unless otherwise agreed to by [Utility] and Competitive Retailer. Competitive Retailer may refuse to pay the disputed amount. If a Competitive Retailer disputes all or a portion of an invoice, the Competitive Retailer shall provide written notice to [Utility] of the dispute 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. Upon notice of a disputed invoice, [Utility] shall investigate and report the results of the investigation within ten Business Days. Invoice disputes will be addressed promptly, and in the event the dispute is not resolved, the parties shall resort to the dispute resolution procedures set forth in Section 4.9, DISPUTE RESOLUTION PROCEDURES. If [Utility] 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.

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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, [Utility] shall pay interest on such amounts from the due date on the invoice at the interest rate set in accordance with Tex. Gov't Code Chapter 2251, or other Applicable Legal Authority. If the dispute is resolved in favor of the Utility, Utility 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.

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Utility may dispute the reason for which a Competitive Retailer rejects an invoice. Utility 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 Utility 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

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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, Utility shall pay interest on such amounts from the date payment was received by Utility until the date of refund of such amounts at the interest rate set in accordance with Texas Gov't Code Chapter 2251, or other Applicable Legal Authority. 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 Texas Gov't Code Chapter 2251, or other Applicable Legal Authority. If the dispute is resolved in favor of the Utility, Utility 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 governing body.

4. RETAIL CUSTOMER BILLING INQUIRIES

When Competitive Retailer receives an inquiry from a Retail Customer concerning the Retail Customer's consolidated bill in connection with an inquiry relating to charges for Delivery Service, the Competitive Retailer may respond to the inquiry.

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5. 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 unpaid charges including but not limited to late fees incurred in the use of [Utility]'s Delivery System.

4.5 SECURITY DEPOSITS AND CREDITWORTHINESS

A. DEPOSIT REQUIREMENTS FOR CONSOLIDATED BILLING BY UTILITY

If consolidated billing is performed by [Utility], the Competitive Retailer shall not require deposits to secure remittance of payments by Retail Customers for Electric Power and Energy from [Utility] unless [Utility] has defaulted under Section 4.6.B.1, DEFAULT OF [UTILITY] RELATED TO FAILURE TO REMIT PAYMENTS DUE UNDER THIS TARIFF OR MAINTAIN REQUIRED SECURITY, within the past 24 months. If [Utility] has defaulted under that section within the past 24 months, Competitive Retailer may require such deposit from [Utility] for payments [Utility] has received from Retail Customers for Electric Power and Energy billed under this Access Tariff.

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B. DEPOSIT REQUIREMENTS FOR CONSOLIDATED BILLING BY COMPETITIVE RETAILER

[Utility] shall not require deposits for a Competitive Retailer that has not defaulted under Section 4.6.C.2, DEFAULT AND REMEDIES RELATED TO COMPETITIVE RETAILER'S FAILURE TO REMIT PAYMENT OR MAINTAIN REQUIRED SECURITY within the last 24 months. If a Competitive Retailer has defaulted under Section 4.6, DELINQUENCY, DEFAULT AND REMEDIES ON DEFAULT within the past 24 months, [Utility] may require the Competitive Retailer to provide a deposit as security for payments of amounts billed under this Access Tariff.

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C. SIZE OF DEPOSIT

For [Utility], deposits shall be equal to one-sixth of the estimated annual amount to be received from Retail Customers by [Utility] for Electric Power and Energy supplied by Competitive Retailer.

For Competitive Retailer, deposits shall be equal to one-sixth of the estimated annual amount of Delivery Service charges to be billed under this Tariff by Competitive Retailer, on behalf of [Utility].

The computation of the size of a required deposit shall be mutually agreed upon by [Utility] and the Competitive Retailer. 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.

D. FORM OF DEPOSIT

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Deposits under this section shall be in the form of cash held by a third-party escrow, surety bond, letter of credit, affiliate guaranty, or any combination thereof, at the billing party's option. The non-billing party 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 [Utility] and Competitive Retailer provided that terms are offered on a non-discriminatory basis. Within ten Business Days of the quarterly review in Section 4.5 C, SIZE OF DEPOSIT, the billing party shall remit additional cash in escrow or replacement affiliate guaranty, surety bonds or letters of credit, as applicable, in the amount determined pursuant to the review.

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E. INTEREST

Cash deposits shall accrue interest payable to the billing party. Interest accrued shall be paid to the billing party in connection with the quarterly review under Section 4.5 C, SIZE OF DEPOSIT, if such interest causes the size of the deposit to exceed the required amount. The rates of interest to be paid shall be in accordance with the Texas Utilities Code Chapter 183, or other Applicable Legal Authority.

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F. HISTORICAL DEPOSIT INFORMATION

Parties shall maintain adequate records of deposits. Records of each unclaimed deposit shall be maintained for at least four years, during which time Utility will make reasonable efforts to return the deposit and any accrued interest.

G. REFUND OF DEPOSIT

Cash deposits in third-party escrow, plus any accrued interest, shall be returned to the billing party after deduction of all charges and other debts that the billing party owes the non-billing party, including any applicable late fees, when:

- (1) Competitive Retailer ceases operations within [Utility's] service territory; or
- (2) Other arrangements are made for satisfaction of deposit requirements; or
- (3) Twenty-four months have elapsed without the billing party defaulting on any payment obligations to the non-billing party.

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

4.6 DELINQUENCY, DEFAULT AND REMEDIES ON DEFAULT

A. [UTILITY] DELINQUENCY AND DEFAULT

[Utility] shall be considered to be delinquent if [Utility]:

- (1) Fails to remit payment for Electric Power and Energy received from Retail Customers to the Competitive Retailer pursuant to Sections 4.4 A.5, REMITTANCE, and 4.4 A.6, NON-PAYMENT OR PARTIAL PAYMENT BY RETAIL CUSTOMER; or
- (2) Fails to satisfy any material obligation under this tariff, including fulfilling the security requirements set forth in Section 4.5, SECURITY DEPOSITS AND CREDITWORTHINESS; or
- (3) Fails to provide Meter Reading data to Competitive Retailer in accordance with Section 4.8.1, DATA FROM METER READING.

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B. DEFAULT AND REMEDIES ON DEFAULT OF [UTILITY]

1. DEFAULT OF [UTILITY] RELATED TO FAILURE TO REMIT PAYMENTS DUE UNDER THIS TARIFF OR MAINTAIN REQUIRED SECURITY

Upon [Utility]'s delinquency related to failure to remit Electric Power and Energy payments, in accordance with Sections 4.4 A.5 REMITTANCE, and 4.4 A.6. NON-PAYMENT OR PARTIAL PAYMENT BY RETAIL CUSTOMER, Competitive Retailer shall provide notice of delinquency to [Utility] of same.

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[Utility] shall have ten Business Days to cure the delinquency. Upon [Utility]'s failure to cure the delinquency, [Utility] shall be in default, and Competitive Retailer may pursue any or all of the following remedies:

- (1) Apply delinquent balances to [Utility]'s third-party escrow deposit, if any, and any accrued interest to delinquent balances, or seek recourse against any letter of credit or surety bond for the amount of delinquent charges due to Competitive Retailer, 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 [Utility], provided that such arrangements are available to all Competitive Retailers on a non-discriminatory basis.

2. DEFAULT OF [UTILITY] RELATED TO FAILURE TO PROVIDE METER READING DATA

Upon delinquency related to failure of [Utility] to provide Meter Reading data in accordance with Section 4.8.A, DATA FROM METER READING, Competitive Retailer may provide notice of delinquency to [Utility]. [Utility] shall have ten Business Days to cure the delinquency by providing the data, starting from the date notice is received by Utility. Upon failure to cure the delinquency, [Utility] shall be in default, and Competitive Retailer may pursue any or all of the following remedies:

- (1) Based on the Competitive Retailer's historic usage data for a Retail Customer, use estimated usage information for that billing cycle to calculate charges to a Retail Customer for Electric Power and Energy provided by the Competitive Retailer;
- (2) Avail itself of any other legal remedies that may be appropriate.

C. DEFAULT AND REMEDIES ON DEFAULT OF COMPETITIVE RETAILER

1. COMPETITIVE RETAILER DELINQUENCY

A Competitive Retailer shall be considered to be delinquent if Competitive Retailer:

- (1) Fails to remit to [Utility] any payments due under this Access Tariff; or
- (2) Provides consolidated billing and fails to remit payment to [Utility] within the ten calendar day grace period allowed under Section 4.4.D.5, DELINQUENT PAYMENTS; or
- (3) Fails to satisfy any material obligation under this Access Tariff including, but not limited to failure to, fulfill the security requirements set forth in Section 4.5, SECURITY DEPOSITS AND CREDITWORTHINESS; or
- (4) Fails to comply with the requirements of the applicable municipal certification; or

(5) Is no longer certified as a Retail Electric Provider.

2. DEFAULT AND REMEDIES RELATED TO COMPETITIVE RETAILER'S FAILURE TO REMIT PAYMENT OR MAINTAIN REQUIRED SECURITY

Upon Competitive Retailer's delinquency related to its failure to remit payments due under this Access Tariff, maintain its certification, or maintain required security, [Utility] shall provide notice of delinquency to

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calculate charges to a Retail Customer for Electric Power and Energy provided by the Competitive Retailer; calculate charges to a Retail Customer for Electric Power and Energy provided by the Competitive Retailer;

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Competitive Retailer of the same. Competitive Retailer shall have ten Business Days to cure the delinquency. Upon failure to cure the delinquency the Competitive Retailer shall be in default. [Utility] may pursue any or all of the following remedies:

- (1) Apply to delinquent balances Competitive Retailer's 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 [Utility], including any penalties or interest;
- (2) Avail itself of any legal remedies that may be appropriate to recover unpaid amounts and associated fees, including any 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;
- (4) Notify the Commission that the Competitive Retailer is in default and request suspension or revocation of the Competitive Retailer's certificate;
- (5) Require the Competitive Retailer to do one of the following:
 - (A) Transfer the billing and collection responsibility for all Delivery charges to [Utility], if [Utility] consents;
 - (B) Immediately arrange for all future remittances from Retail Customers to be paid into a lock-box controlled by [Utility] or the financial mechanism/account designated by Utility. Amounts collected shall first be applied to amounts due [Utility], including any late fees and penalties with remaining amounts released to Competitive Retailer. Competitive Retailer shall bear all costs of such mechanism; or
 - (C) Immediately arrange for the Competitive Retailer's customers to be served by another qualified Competitive Retailer or the Provider of Last Resort.

If [Utility] chooses option (5), the Competitive Retailer shall choose and notify [Utility] as to which option under (5) it shall implement but, if the Competitive Retailer fails to immediately implement one of the options, [Utility] shall immediately implement option (A) or (B). A Competitive Retailer choosing option (A) or (C) shall provide all needed customer information to the entity assuming collection responsibilities within three Business Days so that it can bill Competitive Retailer's Retail Customers.

3. DEFAULT RELATED TO COMPETITIVE RETAILER'S FAILURE TO SATISFY MATERIAL OBLIGATIONS UNDER ACCESS TARIFF

Upon failure of Competitive Retailer to satisfy material obligations under this Tariff, [Utility] shall provide notice of delinquency to Competitive Retailer, explaining the reason(s) for delinquency. Competitive Retailer shall have ten Business days to cure such reasons for delinquency. If the Competitive Retailer fails to cure the delinquency within ten business days, the Competitive Retailer shall be considered to be in default and [Utility] 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;

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- (2) Notify the Commission that the Competitive Retailer is in default and that certification should be suspended or canceled.

4. DEFAULT RELATED TO DE-CERTIFICATION OF A COMPETITIVE RETAILER AS A RETAIL ELECTRIC PROVIDER OR LOSS OF MUNICIPAL REGISTRATION

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 (REPs)*, with respect to notice and transfer of Retail Customers to another qualified Competitive Retailer or the Provider of Last Resort. In the event that the Competitive Retailer fails to abide by this rule, the Commission shall instruct the Registration Agent to immediately transfer the customers to the Provider of Last Resort.

Upon Competitive Retailer's failure to comply with the registration requirements of a municipality, the municipality shall provide notice of the failure to comply with the registration requirements to Competitive Retailer. Unless otherwise provided in the registration requirements of the municipality, Competitive Retailer shall have ten Business Days to cure the noncompliance unless the municipality at its option agrees to extend the amount of time. Upon failure to cure the noncompliance, Competitive Retailer shall be in default, and Competitive Retailer shall abide by the procedures provided in the registration requirements of the municipality with respect to notice and transfer of affected Retail Customers to another qualified Competitive Retailer or the POLR. In the event that the Competitive Retailer fails to abide by these procedures, the municipality shall instruct the Registration Agent to immediately transfer the affected customers to the POLR. If the municipality has not adopted such procedures, the Competitive Retailer shall abide by the procedures in P.U.C. SUBST. R. 25.107.

5. 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 abide by the provisions of this Tariff, Competitive Retailer will no longer be considered in default and will not be required to comply with the provisions in Section 4.6, DELINQUENCY, DEFAULT AND REMEDIES ON DEFAULT.

4.7 MEASUREMENT AND METERING OF SERVICE

A. MEASUREMENT

Charges for Electric Power and Energy are calculated using measurements obtained from [Utility]-owned, [Utility]-installed and [Utility]-read Metering Equipment, estimation, or otherwise as defined in [Utility] Delivery Service Tariff.

Electric Meter services will be performed by [Utility]. [Utility] shall provide metering services in accordance with its Delivery Service Tariff, Applicable Legal Authorities, and all standards and protocols adopted by the Independent Organization.

If Access is provided to Competitive Retailer whose Retail Customer takes Delivery Service at primary distribution or transmission voltage, [Utility] may meter on the low side of Retail Customer's transformers and adjust measurements to account for losses occurring between the Point of Delivery and point of measurement.

B. METER READING

[Utility] is responsible for reading [Utility]'s Meter on a monthly basis in accordance with the published Meter Reading Schedule. Utility shall make a reasonable effort to complete an Actual Meter Reading. Utility shall make a reasonable effort to complete an Actual Meter Reading. Utility 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 is not obtained, [Utility] shall estimate the Meter Reading for invoicing purposes in accordance with the applicable protocols of an Independent Organization, this chapter, the Rates in Chapter 5 and Applicable Legal Authorities. Unless otherwise provided in this section or in the Rate

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In municipal utility areas where municipal certification is not required and in electric cooperative utility areas, if the defaulting Competitive Retailer is not a REP certified by the Commission or is not certified by the municipality and the remedy of decertification is unavailable, [Utility] may discontinue access 15 calendar days after the Competitive Retailer has been in default and has failed to cure the non-compliance.¶

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[Utility] is responsible for reading [Utility]'s Meter.

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Schedule, a Meter Reading shall not be estimated more than three times consecutively. Utility shall establish validation procedures that prohibit zero usage and extreme value Meter Readings unless good reason exists for the readings. Utility 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 Utility has good reason to believe that the value is correct.

In any month where the Meter Reading fails the validation process, Utility shall perform a second Meter Reading, subject to applicable costs, if any, from Chapter 5.

1. DENIAL OF ACCESS BY RETAIL CUSTOMER

If in any month Retail Customer prohibits Utility access to read the Meter (due to Premises being locked, presence of a threatening animal, physical threats to Utility, or other similar reason), Utility 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, Utility may leave the door hanger at a point of ingress. If no point of ingress is available, Utility may choose not to leave the door hanger and must notify Competitive Retailer of the inability to leave the door hanger. Utility shall inform Competitive Retailer that Utility was unable to gain access and the reason that Utility 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 Utility has been denied access by the Retail Customer. If the Competitive Retailer is notified that a Retail Customer denied Utility access to read the Meter, Competitive Retailer shall contact the Retail Customer to request access for Utility 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 Utility 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 Utility 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 Utility shall choose the option for the Competitive Retailer and Retail Customer. Utility may continue to perform Estimated Meter Reading for an additional 60 days in order to implement one of the options.

2. ESTIMATES FOR REASONS OTHER THAN FOR DENIAL OF ACCESS BY RETAIL CUSTOMER

The Utility 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. Utility'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.B.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 Utility 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 Utility.

3. STANDARD METER DATA

Utility shall provide Meter Data, other than Interval Data, consistent with its Meter Reading Schedule. In addition, Utility 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.

Utility shall use reasonable efforts to ensure that the sum of all Interval Data reported by Utility 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 Utility'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, Utility 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.

C. REPORTING MEASUREMENT DATA

[Utility] shall report measurement data for a Point of Delivery as required by this Chapter, Applicable Legal Authorities, and in accordance with the [Utility]'s Tariffs.

D. METER TESTING, METER REPLACEMENT AND ADJUSTMENTS FOR METER READING INACCURACIES

[Utility] will test its Meters in accordance with the schedule and standards of the American National Standards Institute, Incorporated ("ANSI"). Upon notice of a request by a Competitive Retailer, [Utility] will perform additional tests of the accuracy of [Utility]'s 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 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 preferably will be performed on the Retail Customer's Premises, but may, at [Utility]'s discretion, be performed at [Utility] test laboratory. Charges for meter accuracy testing requested by Competitive Retailer will be invoiced to the Competitive Retailer in accordance with the rates contained in Chapter 5. Following the completion of any additional test, [Utility] will promptly advise the Competitive Retailer requesting the test of the date of removal of the Meter, the date of the test, the result of the test, and who performed the test.

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E. INVOICE ADJUSTMENT DUE TO METER INACCURACY

If any [Utility]-owned Meter is determined to be outside of the accuracy standards established by the ANSI, unless bypassed or tampered with, proper correction will be made of previous measurement data. Competitive Retailer and [Utility] shall adjust their respective charges to Retail Customer based on the corrected Meter Data pursuant to Applicable Legal Authorities for underbilling and overbilling.

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4.8 DATA EXCHANGE

[Utility] shall release to Competitive Retailer in a manner prescribed by Applicable Legal Authorities proprietary customer information necessary to enable the Competitive Retailer to serve the Retail Customer. Utility shall not assess separate charges to Competitive Retailer for the provision of the most recent 12 months of Meter Data used by Utility for billing the Premises; however charges may apply for the provision of such data beyond the most recent 12 months in accordance with [Utility]'s rates contained in Chapter 5 for provision of such information including Meter Reading data.

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A. DATA FROM METER READING

[Utility] shall make available to Retail Customer's Competitive Retailer all data recorded in Retail Customer's meter(s) that are owned by [Utility].

[Utility] shall provide Meter Reading data or estimated usage data to Retail Customer's Competitive Retailer through the Registration Agent within three Business Days from [Utility]'s scheduled Meter Reading date for that Retail Customer in accordance with the protocols adopted by the Independent Organization.

Metering data, except as specified in Section 4.8 A.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.

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All metering data values will contain an associated Date/Time field as a time stamp. All time stamps (both for data points and sets of data) will be reported in Central Prevailing Time.

Unless provided by the Independent Organization, [Utility] shall provide to Competitive Retailer, if requested by Competitive Retailer in a switch request, the most recent 12 months of historical usage and interval data by the appropriate TX SET protocol upon the switching of a Retail Customer to a new Competitive Retailer.

Unless provided by the Independent Organization, [Utility] shall provide access to Retail Customer's historical usage and 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. [Utility] shall maintain

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at least 12 months of usage data for each customer with a volumetric or demand meter, 12 months of usage and demand data for each customer with a demand meter, and 12 months interval data for any customer for whom [Utility] records interval data. If not provided by the Independent Organization, [Utility] may provide access to this data for interval demand recorder (IDR) customers through a web-portal, or other means such that the data is accessible in real time. [Utility] shall ensure confidentiality of customer load data through the assignment of unique customer passwords or personal identification numbers (PINs) released only to the IDR-metered Retail Customer.

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1. DATA RELATED TO INTERVAL METERS

Data from interval 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.

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2. DATA REPORTED BY VOLUMETRIC (KWH) METERS

Data reported by volumetric (kWh) meters, will include: the start-of-period date and time, usage for period, demand readings (if available), end-of- period date and time, and end-of-period reading. Exceptions, which include initial meter reads and meter changes for start-of-period reading, shall be appropriately labeled and providing in accordance with Applicable Legal Authorities.

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Metered data upon termination of Access to a Competitive Retailer as a result of termination of a Retail Customers' Delivery Service at a particular Point of Delivery (final read) will be provided by [Utility] to Competitive Retailer within three Business Days from the date that Delivery Service has been terminated.

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

Meter reads associated with a Retail Customer's change in designated Competitive Retailer (Self-Selected Switch) shall be provided with the timelines provided in Chapter 5. Meter reads for the purpose of a self-selected switch shall be provided to both the new and previous Competitive Retailer the next Business Day following the meter read date. For the new Competitive Retailer, the billing period begins with the date of meter read for the purpose of a self-selected switch, and for the previous Competitive Retailer, the billing period ends with the date of the meter read for the purpose of a self-selected switch. No such Meter Read shall be deemed to require any change in [Utility]'s regular continuing Meter Read cycle for that Retail Customer.

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A Meter Reading to verify the accuracy of an original Meter Reading or 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 Utility'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.C.3, INVOICE CORRECTIONS, and no Discretionary Service Charge will be applied by Utility. 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 5.

Any other Meter Reads not associated with a Retail Customer's change in Competitive Retailer shall be provided to the Competitive Retailer requesting such meter read within three Business Days following the Meter Read date.

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Competitive Retailer may be charged for a read that is requested by the Competitive Retailer in accordance with the rates in Chapter 5 of this Tariff.

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4. ESTIMATED USAGE

Utility is responsible for reading Meter on a monthly basis in accordance with the published Meter Reading Schedule. Utility shall make a reasonable effort to complete an Actual Meter Reading. If Utility does not complete an Actual Meter Reading, Utility shall perform an Estimated Meter Reading for invoicing purposes in accordance with this Tariff. Estimated usage must be identified as "Estimated" in the SET transactions. [Utility] shall provide the estimation method used if requested.

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Unless an Applicable Legal Authority has prescribed an estimation methodology, Utility shall perform an Estimated Meter Reading consistent with the following: Reasonable efforts shall ensure that 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 Utility has good reason to believe that this value is a reasonable estimate and can provide its reason upon request to Competitive Retailer.

For Non-Standard Meters, when an Actual Meter Reading is taken after two or more consecutive months of estimation, Utility 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, Utility shall consistently use reasonable methodologies to develop Estimated Billing Determinants. When Utility 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, Utility shall provide the estimation methodology used.

A Meter Reading for a Standard Meter shall not be considered an Estimated Meter Reading if an Actual Meter Reading was completed and Utility had to estimate a limited number of intervals of data to fill in gaps in the data collected.

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 metering data may be made. The period of estimated metering 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.

6. NOTICE OF PLANNED AND UNPLANNED INTERRUPTIONS TO MARKET COMMUNICATIONS AND DATA EXCHANGE

Utility shall provide at least seven days advance notice to Competitive Retailer of any planned interruption to Utility's ability to engage in market transactions or provide Meter Data to Competitive Retailer. Utility shall provide notice of any significant unplanned interruptions to Utility'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. Utility 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.

B. 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.

C. ADJUSTMENTS TO PREVIOUSLY TRANSMITTED DATA

Re-sending or adjusting of previously transmitted data arises from 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 reads, crossed Meters, non-registering Meters, slow or fast Meters, and incorrect multipliers.)

The following standards apply to such previously transmitted data:

- (1) When corrections are made to previously sent TX SET data, the original TX SET shall be first canceled. Replacement TX SET data (labeled as replacement data) shall then be transmitted within one Business Day of the cancelled TX SET data;

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- (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 will be in a distinct TX SET dataset. 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 SET will be canceled, and a new TX SET shall be transmitted that correctly reports the TX SET data, ESI ID, and other associated TX SET data;
- (4) [Utility] will make corrected TX SET data available to the original recipients in a timely manner no matter when the correction is made;
- (5) Utility shall provide a reason for an adjustment 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 Utility due to corrected or revised actual or estimated intervals, Utility shall timely replace the original Meter Data in the impacted intervals with such replacement data.

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D. 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 Premises identifier number, ESI ID, will be utilized by [Utility].
- (2) The ESI ID number will be used in all data exchanges specific to related Premises data transactions.
- (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.
- (4) An ESI ID will be assigned by [Utility] for each Point of Delivery in accordance with protocols adopted by the Independent Organization.

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4.9 DISPUTE RESOLUTION PROCEDURES

A. COMPLAINT PROCEDURES

For complaints by Competitive Retailers or [Utility] regarding Access, the parties may contact each other during normal business hours.

Should one party bring a complaint against the other, [Utility] and Competitive Retailer shall use good faith and commercially reasonable efforts to informally resolve such complaint. Unless otherwise provided for in this Tariff all complaints shall be conducted pursuant to the following procedures:

- (1) [Utility] or Competitive Retailer may initiate the dispute process by presenting to the other party a notice of the dispute/complaint. Notice shall include, at a minimum, a clear description of the dispute, the nature of the dispute, a contact name, and a proposed resolution;
- (2) All disputes shall be referred to a designated senior representative of each of the parties for resolution on an informal basis as promptly as practicable;
- (3) The receiving party shall investigate the complaint and provide a response as soon as possible but not later than ten Business Days following receipt of the complaint;

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- (4) In the event that the designated representatives are unable to resolve the dispute within 30 calendar days, 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 complaint (or another mutually agreed upon timeline), the Competitive Retailer or [Utility] may file a complaint at any time thereafter with the Commission.

B. COMPLAINT WITH REGULATORY AUTHORITY

Nothing in this section shall restrict the rights of [Utility] or Competitive Retailer to file a complaint with the Commission under the relevant portions of PURA, where that right is available, or to exercise other legal rights and remedies.

C. SERVICE INQUIRIES OR ACCESS STATUS

Competitive Retailer may contact [Utility] regarding the status of Delivery Service and Access for the provision of Retail Customer's Delivery Service, including, but not limited to, the following situations:

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

Competitive Retailer seeking information about the above items may contact [Utility] as appropriate during normal business hours.

4.10 OUTAGE AND SERVICE REQUEST REPORTING

A. 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 by directing Retail Customers to call [Utility] directly to make such reports. Competitive Retailer shall provide Retail Customers, in accordance with the applicable customer protection rules, with the [Utility] supplied toll free telephone number and indicate that Retail Customer should call this number.

Alternatively, and only with the agreement of both [Utility] and Competitive Retailer, Competitive Retailer may meet this obligation as follows:

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

(3) Competitive Retailer may direct Retail Customers to directly call Utility to make such reports or requests.

If alternative option (1) is mutually agreed to by Competitive Retailer and [Utility], Competitive Retailer must ensure that all necessary information is electronically communicated to [Utility] in a timely manner using the appropriate SET protocol so as not to unnecessarily delay [Utility]'s response. 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.

If alternative option (2) or (3) is mutually agreed to by Competitive Retailer and [Utility], Competitive Retailer shall ensure that calls are properly forwarded to a [Utility] supplied toll free telephone number. If alternative option (2) is used, Competitive Retailer shall be required to provide [Utility] with the information needed to verify Retail Customers' identity (name, address, and home phone number) for a particular Point of Delivery served by Competitive Retailer and to continually provide [Utility] updates of such information.

If alternative option (2) or (3) is used, Competitive Retailer shall make arrangements with the [Utility] to pre-authorize any service requests for which the [Utility] 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. [Utility] shall not act in a discriminatory manner in making such arrangements with Competitive Retailers.

In all events, [Utility] shall, as soon as reasonably practicable, provide information to Competitive Retailer regarding reported customer interruptions, irregularities, outages and service repair requests.

If either of the three alternative options (1) (2) or (3) are mutually agreed to by Competitive Retailer and [Utility], Competitive Retailer and Utility shall designate in the Access Agreement Form (Appendix A to the pro-forma access tariff) which one of the three alternative options was selected as the primary method for reporting interruptions, irregularities, outages, and which one of the two alternative options was selected as the primary method for making service repair requests. Nothing in this section is meant to restrict a Competitive Retailer who has mutually agreed with Utility to utilize alternative option (1) (2) or (3) for the majority of their Retail Customers to allow a Retail Customer with special needs to directly contact the [Utility] if agreed to by the Competitive Retailer and Retail Customer.

[Utility] shall notify Competitive Retailers of any change in a [Utility] supplied telephone number 60 days in advance of such change.

B. RESPONSE TO REPORTS OF INTERRUPTIONS AND REPAIR REQUESTS

[Utility] will promptly investigate reported problems. If, upon making a service call, [Utility] determines that a reported problem is caused by a condition on Retail Customer's side of the Point of Delivery, [Utility] shall notify Competitive Retailer. Utility may charge a fee for the Service Call as applicable in the Rate Schedule.

CHAPTER 5: [UTILITY] GENERAL TERMS AND CONDITIONS AND RATES

5.1 GENERAL

[Utility] retains jurisdiction to set all rates including rates relating to Access. The following Rate Schedules have been promulgated by [Utility] and are filed with the Public Utility Commission of Texas for informational purposes only.

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5.2 RATE SCHEDULES

APPENDIX A

AGREEMENT BETWEEN [UTILITY] AND COMPETITIVE RETAILER REGARDING TERMS AND CONDITIONS OF ACCESS BY THE COMPETITIVE RETAILER TO THE DELIVERY SYSTEM OF [UTILITY] TO PROVIDE ELECTRIC POWER AND ENERGY TO COMPETITIVE RETAILER'S RETAIL CUSTOMERS (ACCESS AGREEMENT)

[Utility] and Competitive Retailer hereby agree that their relationship regarding Access by Competitive Retailer to provide Electric Power and Energy to a Retail Customer will be governed by the terms and conditions that are set forth in [Utility] Access Tariff approved, except for Chapters 2 and 5, by the Public Utility Commission of Texas (Commission). A copy of this Access Tariff may be obtained by contacting the Central Records Department of the Commission.

- I. Notices, bills, or payments required in [Utility]'s Access Tariff shall be delivered to the following addresses:
FOR [UTILITY]

Legal Name: _____

Mailing Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

Payment Address (both electronic and postal): _____

[Utility] may change such contact information on written notice to Competitive Retailer.

FOR COMPETITIVE RETAILER

Legal Name: _____

Mailing Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

Billing Address (both electronic and postal): _____

PUC Certificate Number: _____

Competitive Retailer may change contact information on written notice to [Utility].

Notices for late payments shall be submitted to the following address for Competitive Retailer:

Mailing Address: _____

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

Unless otherwise agreed to by Competitive Retailer and [Utility], Competitive Retailer will direct Retail Customers to call or contact [Utility] to report outages, interruptions, and irregularities. Competitive Retailer will provide Retail Customer with the following toll-free number supplied by [Utility] for purposes of such reporting:

1-8XX-XXX-XXXX

Alternatively, and only with the mutual consent of Competitive Retailer and [Utility], one of the following options can be selected. *If one of these options is selected, please place a check on the line beside the option selected. *These options and attendant duties are discussed in pro-forma access tariff section 4.10.1.*

____ Competitive Retailer will direct Retail Customers to call Competitive Retailer to report outages, interruptions, and irregularities and will then electronically forward such information to [Utility].

____ Competitive Retailer will direct Retail Customers to call Competitive Retailer to report outages, interruptions, and irregularities and will then forward such calls to [Utility] at the following toll-free number:

1-8XX-XXX-XXXX

Competitive Retailer will direct Retail Customers to call Utility to report outages, interruptions, and irregularities at the following toll-free number:

1-8XX-XXX-XXXX

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B.→

III. DESIGNATION OF CONTACT FOR MAKING SERVICE REQUESTS

Unless otherwise agreed to by Competitive Retailer and [Utility], Competitive Retailer will direct Retail Customers to call or contact [Utility] directly to make service requests. Competitive Retailer will provide Retail Customer with the following toll-free number supplied by [Utility] for purposes of such reporting:

1-8XX-XXX-XXXX

Alternatively, and only with the mutual consent of Competitive Retailer and [Utility], one of the following options can be selected. *If one of these options is selected, please place a

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check on the line beside the option selected. *These options and attendant duties are discussed in pro-forma access tariff section 4.10.1.*

____ Competitive Retailer will direct Retail Customers to call Competitive Retailer to make service requests and will then electronically forward such information to [Utility].

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

1-8XX-XXX-XXXX

IV. DESIGNATION OF CONTACT FOR BILLING INQUIRIES

Competitive Retailer may direct Retail Customers to contact [Utility] for billing inquiries related to charges for Delivery Service. Competitive Retailer will provide Retail Customer with the following toll-free number for purposes of Delivery Service billing inquiries.

1-8XX-XXX-XXXX

V. REPRESENTATIONS

By signing this Agreement, Competitive Retailer represents and warrants all of the following:

1. Competitive Retailer is certified as a Retail Electric Provider (REP) by the Public Utility Commission of Texas, or other applicable regulatory authority, and is authorized to do business as a REP in the State of Texas.
2. Competitive Retailer has completed all flight testing, both with the applicable financial institutions and with the Electric Reliability Council of Texas (ERCOT).
3. Competitive Retailer agrees, when necessary, to submit EDI bank payments in the form and method prescribed by Utility.

VI. TERM

The term of this Agreement shall commence upon the date of execution by both Parties (the "Effective Date"). This Agreement shall terminate upon mutual agreement of the Parties or upon the earlier of the date (a) the Competitive Retailer informs [Utility] that it is no longer operating as a Competitive Retailer in [Utility]'s service territory; (b) a new Access Agreement between the Parties hereto becomes effective; (c) Retail Electric Provider is no longer certified by the PUC as a retail electric provider in [Utility]'s certificated service area; (d) Competitive Retailer has lost its municipal registration within the municipality, if applicable.

Termination of this Agreement for any reason shall not relieve [Utility] or the Competitive Retailer of any obligation accrued or accruing prior to such termination.

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.

VII. SIGNATURES

[Utility] (insert name) _____

(legal signature) _____

(date) _____

Competitive Retailer (insert name) _____

(legal signature) _____

(date) _____

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