TARIFF

FOR

RETAIL DELIVERY SERVICE

AEP TEXAS

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CHAPTER 1: DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

KILOWATT (kW). 1,000 watts.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RETAIL SEASONAL AGRICULTURAL CUSTOMER. A customer whose Demand is subject to significant seasonal variation and that is primarily engaged in producing crops or

processing crops subsequent to their harvest to prepare or store them for market or other processing, including, but not limited, to cotton ginning, irrigation, and the drying or storing of rice and grain. To be qualified as an irrigation customer under this definition, the pumping load must be for water that is used to raise agricultural crops.

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

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

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

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

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

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

TAMPER or TAMPERING. Any unauthorized alteration, manipulation, change, modification, or diversion of the Delivery System, including Meter and Metering Equipment, that could

adversely affect the integrity of billing data or the Company's ability to collect the data needed for billing or settlement. Tampering includes, but is not limited to, harming or defacing Company facilities, physically or electronically disorienting the Meter, attaching objects to the Meter, inserting objects into the Meter, altering billing and settlement data or other electrical or mechanical means of altering Delivery Service.

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

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

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

UNMETERED SERVICE. Delivery Service to Premises without a Meter.

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

CHAPTER 2: DESCRIPTIONS OF COMPANY'S CERTIFIED SERVICE AREA

2.1 SERVICE TERRITORY

AEP Texas is a Transmission and Distribution Utility (TDU) that owns and operates facilities used to transmit and distribute electricity throughout large portions of South and West Texas. AEP Texas delivers electricity to approximately 1 million retail and wholesale customers in 375 communities/cities and in all or parts of 93 counties in Texas.

2.2 AREAS PREVIOUSLY SERVED BY AEP TEXAS CENTRAL COMPANY

Counties Served

Aransas	Edwards	Kinney	San Patricio
Atascosa	Frio	Kleberg	Starr
Bee	Goliad	La Salle	Uvalde
Brooks	Gonzales*	Live Oak	Val Verde
Caldwell*	Guadalupe*	Matagorda	Victoria
Calhoun	Hidalgo	Maverick	Webb
Cameron	Jackson	Medina*	Wharton*
Colorado*	Jim Hogg	McMullen*	Willacy
DeWitt*	Jim Wells	Nueces	Wilson*
Dimmit	Karnes	Real	Zavala
Duval	Kenedy	Refugio	Zapata

* Located on edge of Company's territory. Only a portion served.

Communities Served

Abram-Perezville	Crystal City	Hillje
Adams Garden	Dacosta	Indian Lake
Agua Dulce	Del Rio	Inez
Alamo	Derby	Ingleside
Alice	Devine	Ingleside on the Bay
Alleyton	Dilley **	Jourdanton **
Alton	Donna	Karnes City
Aransas Pass	Driscoll	Kenedy
Asherton	Eagle Lake	Kingsville
Austwell **	Eagle Pass	Knippa
Banquete	Edcouch	La Blanca
Barksdale	Edinburg	La Casita-Garciasville
Bay City	Edna	La Feria
Bayside	Edroy	La Grulla **
Bayview	El Campo	La Joya
Beeville	El Cenizo **	La Pryor
Belmont	El Indio	La Villa
Benavides	El Maton	Laguna Heights

Berclair
Big Wells
Bishop
Blessing
Blewett
Bloomington
Bluetown
Brackettville
Brownsville *
Bruni
Camp Wood
Carrizo Springs
Catarina
Chapman Ranch
Charlotte
Christine **
Columbus
Combes
Comstock
Concepcion
Corpus Christi
Cotulla **
Matthews
McAllen
Mercedes
Midfield
Millett
Mirando City
Mission
Monte Alto
Moore
Nada
Natalia **
Nixon **
Nordheim
Normandy
Normanna
Oakville
Odem
Oilton
Olmito
Orange Grove
Elsa
Encinal **
Encino
Escobares
Falfurrias **
Freer
Fronton
Fulton
Ganado
Garwood
George West
Gillett
Glidden
Goliad
Granjeno
Gregory
Guadalupe
Hargill
Harlingen
Havana
Hebbronville
Hidalgo
Port Aransas
Port Isabel
Port Lavaca
Port Mansfield
Portland
Poteet
Premont **
Primera
Progreso
Progreso Lakes
Quemado
Rabb
Ramireno
Ramirez
Rancho Viejo
Raymondville
Realitos
Refugio
Ricardo
Rio Bravo **
Laguna Vista
Lake City **
Lakeside **
Lamar
Laredo
Laureles
Leakey
Leesville
Leming
Long Mott
Los Ebanos
Los Fresnos
Los Indios
Louise
Lozano
Luling *
Lyford
Lytle
Madero
Markham
Matagorda
Mathis
San Perlita **
San Ygnacio
Sandia
Santa Maria
Santa Monica
Santa Rosa
Seadrift **
Sebastian
Seco Mines
Sejita
Seven Sisters
Sinton
Skidmore
Smiley
South Padre Island
Spofford **
Sullivan City
Taft
Three Rivers
Tivoli

Palacios	Rio Grande City	Tuleta
Palm Valley	Rio Hondo	Tulsita
Palmhurst **	Rios	Tynan
Palmview	Rivera	Uvalde
Pawnee	Rockport	Victoria
Pearsall	Rocksprings	Violet
Penitas	Roma-Los Saenz	Wadsworth
Pernitas Point **	Runge	Weesatche
Petronila	Sabinal	Weslaco
Pettus	San Benito	Westhoff
Pharr	San Carlos	Winter Haven
Placedo	San Diego	Woodsboro
Pleasanton	San Juan	Yorktown
Point Comfort **	San Patricio **	Zapata

All communities are in the State of Texas
* AEP Texas serves only a portion of each of these cities.
** Original jurisdiction ceded to the Public Utility Commission of Texas by the city.

2.3 AREAS PREVIOUSLY SERVED BY AEP TEXAS NORTH COMPANY

Counties Served

Baylor	Gillespie	Presidio
Brewster	Hall	Reagan
Briscoe	Hardeman	Reeves
Brown	Haskell	Runnels
Callahan	Irion	Schleicher
Childress	Jeff Davis	Shackelford
Coke	Jones	Stephens
Coleman	Kent	Sterling
Concho	Kimble	Stonewall
Cottle	King	Sutton
Crane	Knox	Taylor
Crockett	Mason	Throckmorton
Dickens	McCulloch	Tom Green
Eastland	Menard	Upton
Edwards	Motley	Wilbarger
Fisher	Nolan	
Foard	Pecos	

Communities Served

Abilene
Acme **
Afton **
Albany **
Alpine **
Anson **
Aspermont **
Avoca **
Baird **
Bakersfield **
Ballinger **
Balmorhea **
Barnhart **
Benjamin
Best **
Big Lake
Blackwell **
Bradshaw **
Bronte **
Buffalo Gap **
Burkett **
Caps **
Carlsbad **
Childress
Chillicothe **
Christoval **
Cisco
Clyde **
Cross Cut **
Cross Plains **
Crowell **
Dickens **
Eden
Eldorado **
Elliot **
Elton **
Eola **
Eula **
Farmers Valley **
Flomot **
Fort Chadbourne **
Fort Davis **
Gasoline **
Girard **
Girvin **
Glenn **
Goodlett **
Goree **
Grayback **
Hamlin **
Harrold **
Haskell **
Hatchell **
Hawley
Hefner **
Impact **
Imperial **
Iraan **
Jayton **
Junction **
Kirkland **
Knickerbocker **
Knox City
Lawn **
Lockett **
Longworth **
Lueders **
Marathon **
Marfa
Margaret **
Matador **
May **
McAdoo **
McCamey **
McCaulley **
Medicine Mound **
Melvin **
Menard **
Mereta **
Merkel **
Mertzon **
Miles **
Moran **
Munday
Nimrod **
Noodle **
Norton **
O'Brien **
Odell **
Oklaunion **
Old Glory **
Ovalo **
Ozona **
Paducah
Paint Rock **
Peacock **
Pioneer **
Potosi **
Presidio **
Putnam
Quanah
Quitaque **
Rankin **
Rayland **
Redford **
Rising Star **
Roaring Springs **
Robert Lee **
Roby **
Rochelle **
Rochester
Rotan **
Rowena **
Royston **
Rule **
Sagerton **
San Angelo
Santa Anna **
Saragosa **
Scranton **
Sedwick **
Shafter **
Sheffield **
Sherwood **
Sonora
Spur **
Stamford
Sterling City **
Swenson **
Sylvester **
Talpa **
Tankersley **
Thalia **
Throckmorton **
Toyahvale **
Trent **
Truscott **
Turkey **
Tuscola **
Tye **
Valentine **
Valera **
Veribest **
Vernon
View **
Wall **
Water Valley **
Weinert **
Whiteland **
Wilmeth **
Wingate **
Winters
Woodson **

** Original jurisdiction ceded to the Public Utility Commission of Texas by the city.

CHAPTER 3: GENERAL SERVICE RULES & REGULATIONS

3.1 APPLICABILITY

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

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

3.2 GENERAL

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

This Tariff is intended to provide for uniform Delivery Service to all Competitive Retailers within Company's service area.

3.3 DESCRIPTION OF SERVICE

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

The provision of Delivery Service by Company is subject to the terms of any Service Agreements, the terms and conditions of this Tariff, and Applicable Legal Authorities.

3.4 CHARGES ASSOCIATED WITH DELIVERY SERVICE

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

3.5 AVAILABILITY OF TARIFF

Copies of this Tariff are on file with the Commission and are also available for inspection at any business office of the Company. Company will provide a Competitive Retailer and Retail Customer, upon request and at no cost, a copy of the Rate Schedule under which Delivery Service is provided to Retail Customer. Additional copies of its Rate Schedules, or any portion of this Tariff, shall be provided by Company pursuant to the Rate Schedules included in this

Tariff. Company shall post on its Internet site a copy of its current, complete Tariff in a standard electronic format for downloading free of charge.

3.6 CHANGES TO TARIFF

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

3.7 NON-DISCRIMINATION

Company shall discharge its responsibilities under this Tariff in a neutral manner, not favoring or burdening any particular Competitive Retailer or Retail Customer. Company will comply with Applicable Legal Authorities regarding relations with affiliates, or the Affiliated Retail Electric Provider in its service territory and, unless otherwise authorized by such Applicable Legal Authorities, will not provide its affiliates, or the Affiliated Retail Electric Provider in its service territory, or Retail Customers doing business with its affiliates, any preference over non-affiliated retailers or their Retail Customers in the provision of Delivery Services under

this Tariff. Company shall process requests for Delivery Services in a non-discriminatory manner without regard to the affiliation of a Competitive Retailer or its Retail Customers, and consistent with Applicable Legal Authorities.

3.8 FORM AND TIMING OF NOTICE

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

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

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

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

3.10 INVOICING TO STATE AGENCIES

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

3.11 GOVERNING LAWS AND REGULATIONS

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

3.12 GOOD-FAITH OBLIGATION

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

3.13 QUALITY OF DELIVERY SERVICE

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

3.14 COOPERATION IN EMERGENCIES

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

3.15 SUCCESSORS AND ASSIGNS

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

3.16 EXERCISE OF RIGHT TO CONSENT

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

3.17 WAIVERS

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

3.18 HOURS OF OPERATION

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

3.19 PUBLIC SERVICE NOTICE

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

3.20 HEADINGS

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

CHAPTER 4: SERVICE RULES AND REGULATIONS RELATING TO ACCESS TO DELIVERY SYSTEM OF COMPANY BY COMPETITIVE RETAILERS

4.1 GENERAL SERVICE RULES AND REGULATIONS

4.1.1 APPLICABILITY OF CHAPTER

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

4.1.2 REQUIRED NOTICE

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

4.2 LIMITS ON LIABILITY

4.2.1 LIABILITY BETWEEN COMPANY AND COMPETITIVE RETAILERS

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

Company will make reasonable provisions to supply steady and continuous Delivery Service, but does not guarantee the Delivery Service against fluctuations or interruptions. Company will not be liable for any damages, whether direct or consequential, including, without limitation, loss of profits, loss of revenue, or loss of production capacity, occasioned by fluctuations or interruptions, unless it be shown that Company has not made reasonable provision to supply steady and continuous Delivery Service, consistent with the Retail Customer's class of service,

and in the event of a failure to make such reasonable provisions (whether as a result of negligence or otherwise), Company's liability shall be limited to the cost of necessary repairs of physical damage proximately caused by the service failure to those electrical Delivery facilities of Retail Customer which were then equipped with the protective safeguards recommended or required by the then current edition of the National Electrical Code.

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

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

4.2.2 LIMITATION OF DUTY AND LIABILITY OF COMPETITIVE RETAILER

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

4.2.3 DUTY TO AVOID OR MITIGATE DAMAGES

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

4.2.4 FORCE MAJEURE

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

4.2.5 EMERGENCIES AND NECESSARY INTERRUPTIONS

Company may curtail, reduce voltage, or interrupt Delivery Service in the event of an emergency arising anywhere on the Company's Delivery System or the interconnected systems of which it is

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

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

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

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

4.2.6 LIMITATION OF WARRANTIES BY COMPANY

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

4.3 SERVICE

4.3.1 ELIGIBILITY

A Competitive Retailer is eligible for Delivery Service when:

(1) The Competitive Retailer and Company have received written notice from the Independent Organization certifying the Competitive Retailer's successful completion of market testing, including receipt of the digital certificate pursuant to Applicable Legal Authorities. Market testing will be conducted in accordance with a test plan as specified by Applicable Legal Authorities. Company and Competitive Retailer shall use best efforts to timely complete market testing; and

(2) Competitive Retailer and Company execute a Delivery Service Agreement; or

(3) In the event that subsection (1) has been satisfied, and Competitive Retailer has executed and delivered the Delivery Service Agreement to Company but Company has failed to execute the agreement within two Business Days of its receipt, Competitive Retailer shall be deemed eligible for Delivery Service during an interim period of Commission investigation by filing the unexecuted Delivery Service Agreement with the Commission for investigation into the reasons for such non-execution by Company.

4.3.2 INITIATION OF DELIVERY SYSTEM SERVICE (SERVICE CONNECTION)

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

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

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

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

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

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

4.3.2.2 INITIATION OF DELIVERY SYSTEM SERVICE WHERE CONSTRUCTION SERVICES ARE REQUIRED

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

4.3.3 REQUESTS FOR DISCRETIONARY SERVICES INCLUDING CONSTRUCTION SERVICES

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

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

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

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

4.3.4 CHANGING OF DESIGNATED COMPETITIVE RETAILER

Company shall change a Retail Customer's designated Competitive Retailer upon receipt of proper notification from the Registration Agent, in accordance with Applicable Legal Authorities, unless the new Competitive Retailer is in default under this Tariff. Competitive Retailer may request a

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

4.3.5 SWITCHING FEE

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

4.3.6 IDENTIFICATION OF THE PREMISES AND SELECTION OF RATE SCHEDULES

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

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

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

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

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

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

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

4.3.7 PROVISION OF DATA BY COMPETITIVE RETAILER TO COMPANY

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

Regardless of any information provided on an outage or service request, and regardless of the option chosen, a Competitive Retailer shall provide to Company, on the TX SET transaction intended for maintenance of current Retail Customer contact information, the information needed to verify Retail Customer's identity (name, address and telephone number) for a particular Point

of Delivery served by Competitive Retailer and shall periodically provide Company updates of such information, in the manner prescribed by Applicable Legal Authorities.

4.3.8 SUSPENSION OF DELIVERY SERVICE

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

4.3.9 CRITICAL CARE, CHRONIC CONDITION, CRITICAL LOAD CUSTOMER DESIGNATION

4.3.9.1 CRITICAL CARE RESIDENTIAL CUSTOMER OR CHRONIC CONDITION RESIDENTIAL CUSTOMER STATUS

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

(1) Follow the procedures specified in P.U.C. SUBST. R. 25.497 for processing the application and designating a Retail Customer as a Critical Care Residential Customer or Chronic Condition Residential Customer and for notifying the Competitive Retailer and Retail Customer of any designation and any change in Retail Customer's designation;

(2) Follow the requirements under P.U.C. SUBST. R. 25.497 for sending renewal notices to a Retail Customer designated as a Critical Care Residential Customer or Chronic Condition Residential Customer; and

(3) Ensure ESI IDs are properly identified for Critical Care Residential Customer or Chronic Condition Residential Customer status in Company systems and on applicable retail market transactions.

4.3.9.2 CRITICAL LOAD INDUSTRIAL CUSTOMER OR CRITICAL LOAD PUBLIC SAFETY CUSTOMER

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

(1) Follow the Company-established process for evaluating the request for designation as a Critical Load Industrial Customer or Critical Load Public Safety Customer in collaboration with the Retail Customer's Competitive Retailer and Retail Customer and determine Retail Customer's eligibility for Critical Load Industrial Customer or Critical Load Public Safety Customer designation within one month of Company's receipt of the application;

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

(3) Follow the Company-established process for appeal and notify the Competitive Retailer and Retail Customer of any change in eligibility based on the appeal; and

(4) Ensure ESI IDs are properly identified for Critical Load Industrial Customer or Critical Load Public Safety Customer status in Company systems and on applicable retail market transactions.

4.3.9.3 OTHER COMPANY RESPONSIBILITIES

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

4.3.10 NOTICED SUSPENSION NOT RELATED TO EMERGENCIES OR NECESSARY INTERRUPTIONS

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

(1) In the event of unauthorized use, unauthorized connection or reconnection, or diversion of service or Tampering with the Meter or Metering Equipment or bypassing same;

(2) In the event of Retail Customer's violation of the provisions of Company's Tariff pertaining to the use of Delivery Service in a manner which interferes with the Delivery Service of others or the operation of nonstandard equipment, or as otherwise specified by written agreement, and a reasonable opportunity has been provided to remedy the situation;

(3) Upon Retail Customer's failure to comply with the terms of any written agreement made between Company and Retail Customer, upon default of Retail Customer under such an agreement, or upon failure to pay any charges billed by Company directly to Retail Customer pursuant to Section 5.8.2, BILLING TO RETAIL CUSTOMER BY COMPANY after a reasonable opportunity has been provided to remedy the failure;

(4) For Retail Customer's failure to provide Company with reasonable access to Company's facilities or the Meter located on Retail Customer's Premises after a reasonable opportunity has been provided to remedy the situation; or

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

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

4.3.11 RESTORATION OF DELIVERY SERVICE

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

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

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

4.3.12.1 MOVE OUT REQUEST

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

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

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

4.3.12.3 COORDINATED DISCONNECTION

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

4.3.13 CUSTOMER REQUESTED CLEARANCE

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

4.3.14 EXTREME WEATHER

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

4.4 BILLING AND REMITTANCE

4.4.1 CALCULATION AND TRANSMITTAL OF DELIVERY SERVICE INVOICES

Not later than three Business Days after the scheduled date of a Meter Reading for a Point of Delivery, Company shall transmit an electronic invoice for the Company's total Delivery System Charges associated with that Point of Delivery, to the Competitive Retailer supplying Electric

Power and Energy to that Point of Delivery. Company shall separately identify the Delivery System Charges and Billing Determinants on the electronic invoice, to the extent that the transaction allows them to be reported, for each Point of Delivery served by a Competitive Retailer. Company shall provide information on any Billing Determinants not provided on the electronic transaction free of charge to Competitive Retailer upon request, within two Business Days from the receipt of the request. The start and end dates for the billing period contained on the invoice shall match the start and end dates of the Meter Reading for the Premises.

Charges for Discretionary Services, other than Construction Services, provided to a particular Point of Delivery shall be separately identified on the invoice. Electronic invoices shall be transmitted using the appropriate TX SET transaction and shall be consistent with the terms and conditions of this Tariff. The Competitive Retailer shall acknowledge the receipt of the invoice and indicate whether the transaction conformed with ANSI X12 using the appropriate TX SET transaction within 24 hours of the receipt of the invoice. If Company receives a negative acknowledgement indicating the transaction failed ANSI X12 validation, Company shall correct any Company errors and re-issue the transaction within two Business Days of receipt of the negative acknowledgement. Following a positive acknowledgement indicating the transaction passed ANSI X12 validation, the Competitive Retailer shall have five Business Days to send a rejection response in accordance with the TX SET Implementation Guides and Commission Rules. However, if the Competitive Retailer receives an invoice relating to an ESI ID for which the Competitive Retailer has sent an enrollment or move-in request but has not received a response transaction from ERCOT, then the Competitive Retailer shall allow four Business Days to receive the response. If the Competitive Retailer has still not received the response transaction, the Competitive Retailer shall not reject the invoice, but will utilize an approved market process to resolve the issue. Additionally, a Competitive Retailer shall not reject an invoice, claiming it is not a Valid Invoice, outside the timelines specified in this subsection, or without supplying appropriate rejection reasons in accordance with TX SET Implementation Guides and Commission

Rules. A Competitive Retailer may dispute a Valid Invoice under Section 4.4.8, INVOICE DISPUTES, but not reject it.

4.4.2 CALCULATION AND TRANSMITTAL OF CONSTRUCTION SERVICE CHARGES

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

4.4.3 INVOICE CORRECTIONS

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

All invoices with estimations shall be trued-up within 150 days of the estimation. If Company does not true-up an underbilling within 150 days, Company may not bill for the difference it has

underbilled. If Company has over-billed due to an estimation, Company shall refund the difference for the entire period.

Company shall render a corrected invoice within seven days of the date of resolution of the error unless otherwise prohibited by this section. Company shall provide notice to an affected Competitive Retailer pursuant to Section 3.8, FORM AND TIMING OF NOTICE, at least one Business Day before the rendition of corrected invoices affecting a total number of 100 or more ESI IDs served by Competitive Retailer when the rebilling corrects the same issue.
Disputes about invoice corrections shall be governed by Section 4.9, DISPUTE RESOLUTION PROCEDURES.

4.4.4 BILLING CYCLE

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

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

4.4.5 REMITTANCE OF INVOICED CHARGES

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

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

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

4.4.6 DELINQUENT PAYMENTS

Payments for Delivery Charges invoiced to Competitive Retailer shall be considered delinquent if not received by 5:00 p.m. CPT of the due date stated on the Valid Invoice. Delinquent payments will be subject to a one-time late fee of 5% of the delinquent balance existing on the day after the due date stated on the Valid Invoice. Competitive Retailer shall be considered in default only after a ten calendar day grace period has passed without the Competitive Retailer fully paying the

delinquent balance. Upon delinquency of Competitive Retailer, Company shall provide notice in writing to Competitive Retailer stating that Competitive Retailer is delinquent and shall be in default if payment is not received within ten calendar days. If the amount of the penalty is the sole remaining past-due amount after the ten calendar day grace period, the Competitive Retailer shall not be considered to be in default unless the penalty is not paid within an additional 30 calendar days.

4.4.7 PARTIAL PAYMENTS

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

4.4.8 INVOICE DISPUTES

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

Company may dispute the reason for which a Competitive Retailer rejects an invoice as prescribed in Section 4.4.1, CALCULATION AND TRANSMITTAL OF DELIVERY SERVICE INVOICES. Company shall provide written notice of the dispute to the Competitive Retailer's

designated contact and shall include in the notice, at a minimum, an explanation of the disputed rejection, the basis of the dispute and a proposed resolution.

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

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

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

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

4.4.9 SUCCESSOR COMPETITIVE RETAILER

A Competitive Retailer shall not be obligated to pay the delinquent balance of another Competitive Retailer as a condition of providing service to Retail Customers. The prior Competitive Retailer,

however, shall in no case be relieved of any previously invoiced charges or late fees incurred in the use of Company's Delivery System.

4.5 SECURITY DEPOSITS AND CREDITWORTHINESS

4.5.1 SECURITY RELATED TO TRANSITION CHARGES

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

4.5.2 SECURITY RELATED TO OTHER DELIVERY CHARGES

4.5.2.1 DEPOSIT REQUIREMENTS

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

4.5.2.2 SIZE OF DEPOSIT

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

4.5.2.3 FORM OF DEPOSIT

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

4.5.2.4 INTEREST

Cash deposits shall accrue interest payable to Competitive Retailer. Company shall pay all interest to Competitive Retailer upon refund of the deposit, or during the quarterly review under Section 4.5.2.2, SIZE OF DEPOSIT, if such interest causes the size of the deposit to exceed the required amount. Interest shall be paid at the Commission-approved interest rate for customer deposits.

4.5.2.5 HISTORICAL DEPOSIT INFORMATION

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

4.5.2.6 REFUND OF DEPOSIT

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

(1) Competitive Retailer ceases operations within Company's service territory;

(2) Other arrangements are made for satisfaction of deposit requirements; or

(3) 24 months have elapsed without Competitive Retailer defaulting on any payment obligations, unless Section 4.5.2.1 permits Company to require a deposit.

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

4.6 DEFAULT AND REMEDIES ON DEFAULT

4.6.1 COMPETITIVE RETAILER DEFAULT

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

(1) Fails to remit payment to the Company as set forth in Section 4.4.6, DELINQUENT PAYMENTS;

(2) Fails to satisfy any material obligation under this Tariff, including failure to fulfill the security requirements set forth in Section 4.5, SECURITY DEPOSITS AND CREDITWORTHINESS; or

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

4.6.2 REMEDIES ON DEFAULT

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

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

(1) Apply to delinquent balances Competitive Retailer's cash deposit, if any, and any accrued interest, or seek recourse against any letter of credit or surety bond for the amount of delinquent charges due to Company, including any penalties or interest;

(2) Avail itself of any legal remedies that may be appropriate to recover unpaid amounts and associated penalties or interest;

(3) Implement other mutually suitable and agreeable arrangements with Competitive Retailer, provided that such arrangements are available to all Competitive Retailers on a non-discriminatory basis;

(4) Notify the Commission that Competitive Retailer is in default and request suspension or revocation of Competitive Retailer's certificate; and

(5) Require Competitive Retailer to do one of the following:

(A) Immediately arrange for all future remittances from Retail Customers of the Competitive Retailer in default to be paid into a dedicated account controlled by Company. Amounts collected in a dedicated account shall first be applied to amounts due Company, including any late fees and penalties with remaining amounts released to Competitive Retailer. Competitive Retailer shall bear all costs of such mechanism; or

(B) Require Competitive Retailer to transition customers to another Competitive Retailer or POLR.

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

4.6.2.2 DEFAULT RELATED TO FAILURE TO SATISFY OBLIGATIONS UNDER TARIFF

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

(1) Implement mutually suitable and agreeable arrangements with Competitive Retailer, provided that such arrangements are available to all Competitive Retailers on a non-discriminatory basis;

(2) Notify the Commission that Competitive Retailer is in default and request that certification be suspended or revoked;

(3) Notify the Commission that the Municipally Owned Utility or Electric Cooperative is in default, and request that its Retail Customers in Company's service territory be immediately served by another qualified Competitive Retailer or the POLR.

4.6.2.3 DEFAULT RELATED TO DE-CERTIFICATION

Upon loss of Commission certification as a Retail Electric Provider, Competitive Retailer shall abide by P.U.C. SUBST. R. 25.107, Certification of Retail Electric Providers, with

respect to notice and transfer of Retail Customers to another qualified Competitive Retailer or the POLR. In the event Competitive Retailer fails to abide by this rule, the Commission may instruct the Registration Agent to immediately transfer the customers to the POLR.

4.6.3 CURE OF DEFAULT

Upon payment of all past due amounts and associated penalties and late fees, establishment of any security required pursuant to Section 4.5 SECURITY DEPOSITS AND CREDITWORTHINESS, and cure of any failure to fulfill its material obligations under this Tariff, Competitive Retailer will no longer be considered in default and will not be required to comply with Section 4.6, DEFAULT AND REMEDIES ON DEFAULT.

4.7 MEASUREMENT AND METERING OF SERVICE

4.7.1 MEASUREMENT

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

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

4.7.2 METER READING

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

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

4.7.2.1 DENIAL OF ACCESS BY RETAIL CUSTOMER

If in any month Retail Customer prohibits Company access to read the Meter (due to Premises being locked, presence of a threatening animal, physical threats to Company, or other similar reason), Company shall provide the Retail Customer a door hanger requesting access the following month and informing the Retail Customer of the consequences for continuing to fail to provide access. If there is no door on which to leave a door hanger, Company may leave the door hanger at a point of ingress. If no point of ingress is available, Company may choose not to leave the door hanger and must notify Competitive Retailer

of the inability to leave the door hanger. Company shall inform Competitive Retailer that Company was unable to gain access and the reason that Company was unable to gain access, providing enough detail that Competitive Retailer can explain to the Retail Customer and inform Competitive Retailer of the number of consecutive months Company has been denied access by the Retail Customer. If the Competitive Retailer is notified that a Retail Customer denied Company access to read the Meter, Competitive Retailer shall contact the Retail Customer to request access for Company the following month and inform the Retail Customer of the consequences for continuing to fail to provide access. Competitive Retailer contact may be either by mail, telephone or door to door contact.

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

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

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

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

For a Critical Load Public Safety Customer or a Critical Load Industrial Customer, if the additional 60-days have expired and Company has failed to implement an option that provides access to a Critical Load Public Safety Customer or Critical Load Industrial Customer because the Retail Customer failed to grant access to implement the solution,

Company may charge a fee each month of continued denial of access until an option authorized by this section can be implemented, in accordance with Chapter 6. Company must provide documentation of its attempts to implement the option to the Competitive Retailer, Retail Customer or the Commission upon request.

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

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

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

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

4.7.2.3 STANDARD METER DATA

Company shall provide Meter Data, other than Interval Data, consistent with its Meter Reading Schedule. In addition, Company shall provide to Competitive Retailer access to, and provide to Registration Agent, complete Interval Data for the prior calendar day for

each Standard Meter in accordance with Applicable Legal Authorities. The inclusion of missing Interval Data does not meet the requirement of complete Interval Data.

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

4.7.3 REPORTING MEASUREMENT DATA

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

4.7.4 METER TESTING

Company will test the Meters in accordance with the schedule and standards of the American National Standards Institute, Incorporated ("ANSI"), as adopted by the Commission, and P.U.C. SUBST. R. 25.124, Meter Testing. Upon a request by any authorized person in accordance with Applicable Legal Authorities, Company will perform additional tests of the accuracy of the Meter no later than ten Business Days after the request is received, provided the Meter is a self-contained single phase, kWh Meter and subject to obtaining Access as provided in Section 5.4.8, ACCESS TO RETAIL CUSTOMER'S PREMISES and completing any necessary coordination with the Retail Customer or a third party. In the event the Meter is other than a self-contained, single phase kWh Meter, Company will perform the additional tests no later than 30 calendar days after the request is received. The additional tests will be performed preferably on the Retail Customer's

Premises, but may, at Company's discretion, be performed at a Meter test laboratory. The additional tests will be free of charge if the Meter is determined to be outside the accuracy standards established by ANSI or if a test has not been requested and performed in the previous four years, Company will provide a copy of the complete results of that test to the requesting party as soon as possible but within the timeframes allowed for testing of the Meter. Competitive Retailer or Retail Customer may request a new test if one has been performed within the previous four years, but if the Meter tests within ANSI accuracy standards, Company will charge Competitive Retailer for the additional tests in accordance with the Rate Schedules in Section 6.1, RATE SCHEDULES. Following the completion of any additional test, Company will promptly advise the party requesting the test of the date of removal of the Meter, the date of the test, the result of the test, who conducted the test, and where the test was performed. Company will provide more detailed information to customer upon request at no additional charge to the customer.

A Competitive Retailer may request testing of a Non-Company Owned Meter. Company shall invoice any charges resulting from the request, to the Competitive Retailer. If a Non-Company Owned Meter is determined to be outside the accuracy standards established by ANSI, the Company shall remove the Meter and install a replacement Meter. Company must immediately notify Competitive Retailer upon removal of the Meter.

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

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

4.8 DATA EXCHANGE

Company shall make proprietary Retail Customer information available to Competitive Retailer as prescribed by Applicable Legal Authorities. Company shall not assess separate charges to

Competitive Retailer for the provision of the most recent 12 months of Meter Data used by Company for billing the Premises; however charges may apply for the provision of such data beyond the most recent 12 months.

4.8.1 DATA FROM METER READING

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

(1) The Retail Customer authorizes the Competitive Retailer to access the Meter;

(2) Data integrity is not compromised; and

(3) Access is technically feasible.

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

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

Unless procedures are established for historical usage information to be provided by the Independent Organization, Company shall provide, in accordance with P.U.C. SUBST. R 25.472,

Privacy of Customer Information and within three Business Days if requested by Competitive Retailer in a switch request, access to the most recent 12 months of historical usage and/or Interval Data for a Retail Customer to Competitive Retailer through the appropriate TX SET protocol.

Unless procedures are established for access to historical usage information to be provided by the Independent Organization, Company shall provide access to Retail Customer's historical usage and/or Interval Data, to Retail Customer and with the Retail Customer's permission, current and/or prospective Competitive Retailers within three Business Days of the receipt of the request. Company shall maintain at least 12 months of Meter Data, including Interval Data for any Premises for which Company records Interval Data. If access is not provided by the Independent Organization, Company shall provide access to these data for each Retail Customer served using an IDR Meter, AMS-M Meter, or Standard Meter through a web-portal or other means such that the historical data are accessible at any time. Company shall ensure confidentiality of Retail Customer data through the unique Retail Customer passwords or personal identification numbers (PINs) established by the Retail Customer.

4.8.1.1 DATA RELATED TO INTERVAL METERS

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

4.8.1.2 DATA REPORTED BY VOLUMETRIC (kWh) METERS

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

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

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

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

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

4.8.1.4 ESTIMATED USAGE

Company is responsible for reading Meter on a monthly basis in accordance with the published Meter Reading Schedule. Company shall make a reasonable effort to complete an Actual Meter Reading. If Company does not complete an Actual Meter Reading, Company shall perform an Estimated Meter Reading for invoicing purposes in accordance with this Tariff. Estimated usage must be identified as "Estimated" in the TX SET transactions.

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

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

A Meter Reading for a Standard Meter, AMS-M Meter, or an IDR Meter shall not be considered an Estimated Meter Reading if an Actual Meter Reading was completed and

Company had to estimate a limited number of intervals of data to fill in gaps in the data collected.

4.8.1.5 METER/BILLING DETERMINANT CHANGES

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

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

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

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

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

4.8.2 DATA FOR UNMETERED LOADS

For Unmetered Service, the following standards apply:

(1) One usage value will be posted for an account, which may encompass multiple Points of Delivery;

(2) If a change in an account's inventory of Points of Delivery is discovered for a past billing period, the entire amount of usage for the account should be reported as an adjustment; and

(3) If an account goes from unmetered to metered service, metered usage starts with the first full billing cycle after the Meter is installed.

4.8.3 ADJUSTMENTS TO PREVIOUSLY TRANSMITTED DATA

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

The following standards apply to such previously transmitted data:

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

(2) When corrections are made to previously sent TX SET data, the complete set of TX SET data pertaining to a Meter and billing cycle shall be provided in the replacement transaction. When sending or correcting TX SET data, each billing cycle for the affected Meter shall be in a distinct TX SET data set. Only the TX SET data for the affected billing cycle and Meter shall be transmitted;

(3) In the case of "crossed Meters," in which Meter numbers have been incorrectly reported for sets of usage data, the original TX SET data shall be cancelled and new TX SET data shall

be transmitted that correctly reports the TX SET data, ESI ID, and other associated TX SET data;

(4) Company shall make corrected TX SET data available to the original recipients in a timely manner no matter when the correction is made;

(5) Company shall provide a reason for any correction to Competitive Retailer when the adjustment is made in the TX SET data;

(6) All transactions containing corrections to a previously submitted TX SET transaction must be sent in accordance with TX SET standards as set forth in TX SET Implementation Guidelines and Commission rules; and

(7) For Interval Data associated with Standard Meters, for any replacement data that become available to Company due to corrected or revised actual or estimated intervals, Company shall timely replace the original Meter Data in the impacted intervals with such replacement data.

4.8.4 DATA EXCHANGE PROTOCOLS

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

(1) A uniform premise identifier number, ESI ID, will be utilized by the Company;

(2) The ESI ID number will be used in all data exchanges specific to related premise data transactions;

(3) ESI ID is a unique, permanent, and non-intelligent number, used to facilitate communications in an unbundled electric market. The format shall be as determined by the protocols adopted by the Independent Organization; and

(4) An ESI ID will be assigned by the Company for each Point of Delivery in accordance with protocols adopted by the Independent Organization.

4.9 DISPUTE RESOLUTION PROCEDURES

4.9.1 COMPLAINT PROCEDURES

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

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

(1) Company or Competitive Retailer may initiate the dispute process by presenting to the other party a notice of the dispute/complaint in writing, unless the dispute involves an invoice and notice has already been given under Section 4.4.8, INVOICE DISPUTES. Notice shall include, at a minimum, a clear description of the dispute, the nature of the dispute, a contact name and telephone number, and a proposed resolution;

(2) Disputes shall be referred as promptly as practicable to a designated senior representative of each of the parties for resolution on an informal basis;

(3) The receiving party shall investigate the complaint and provide a response to the complaining party and a proposed resolution in writing as soon as possible, but not later than ten Business Days following receipt of the complaint;

(4) In the event that the designated representatives are unable to resolve the dispute within 30 calendar days, from the date of the complaining party's initial notice under this Section, such dispute, by mutual agreement, may be referred to mediation or be submitted to binding arbitration and resolved in accordance with the current Commercial Arbitration Rules of the American Arbitration Association; and

(5) In the event that binding arbitration is not chosen and resolution is not obtained within 30 calendar days after the initial notice or another mutually agreed upon timeline, an affected party may file a complaint with the Commission.

4.9.2 COMPLAINT WITH REGULATORY AUTHORITY

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

4.10 SERVICE INQUIRIES

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

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

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

4.11 OUTAGE AND SERVICE REQUEST REPORTING

4.11.1 NOTIFICATION OF INTERRUPTIONS, IRREGULARITIES, AND SERVICE REQUESTS

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

(1) Competitive Retailer may direct Retail Customers to call the Competitive Retailer for such reporting or requests and electronically forward outage information to the Company. Such

arrangements shall ensure that all necessary information is communicated in a manner such that Company can respond to requests in a timely fashion and that Competitive Retailers are kept informed of the status of restoration efforts and service requests;

(2) Competitive Retailer may direct Retail Customer to call Competitive Retailer for such reporting or requests and then forward the call to Company; or

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

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

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

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

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

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

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

4.11.2 RESPONSE TO REPORTS OF INTERRUPTIONS AND REPAIR REQUESTS

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

CHAPTER 5: SERVICE RULES AND REGULATIONS RELATING TO THE PROVISION OF DELIVERY SERVICE TO RETAIL CUSTOMERS

5.1 GENERAL

5.1.1 APPLICABILITY OF CHAPTER

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

5.1.2 COMPANY CONTACT INFORMATION

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

Chad Burnett
400 W. 15th Street
Suite 1520
Austin, Texas 78701
(361) 881-5793

5.2 LIMITS ON LIABILITY

5.2.1 LIABILITY BETWEEN COMPANY AND RETAIL CUSTOMERS

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

Company will make reasonable provisions to supply steady and continuous Delivery Service, but does not guarantee the Delivery Service against fluctuations or interruptions. Company will not be liable for any damages, whether direct or consequential, including, without limitation, loss of profits, loss of revenue, or loss of production capacity,

occasioned by fluctuations or interruptions unless it be shown that Company has not made reasonable provision to supply steady and continuous Delivery Service, consistent with the Retail Customer's class of service, and in the event of a failure to make such reasonable provisions, whether as a result of negligence or otherwise, Company's liability shall be limited to the cost of necessary repairs of physical damage proximately caused by the service failure to those electrical delivery facilities of Retail Customer which were then equipped with the protective safeguards recommended or required by the then current edition of the National Electrical Code.

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

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

5.2.2 LIMITATION OF DUTY AND LIABILITY OF COMPETITIVE RETAILER

Competitive Retailer has no ownership, right of control, or duty to Company, Retail Customer or other third party, regarding the design, construction or operation of Company's Delivery System. Competitive Retailer shall not be liable to any person or entity for any damages, direct, indirect or consequential, including, but without

limitation, loss of business, loss of profits or revenue, or loss of production capacity, occasioned by any fluctuations or interruptions of Delivery Service caused, in whole or in part, by the design, construction or operation of Company's Delivery System.

5.2.3 DUTY TO AVOID OR MITIGATE DAMAGES

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

5.2.4 FORCE MAJEURE

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

5.2.5 EMERGENCIES AND NECESSARY INTERRUPTIONS

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

Company's Delivery System, or when such interruption will lessen or remove possible danger to life or property, or will aid in the restoration of Delivery Service.

Company shall provide advance notice to Retail Customer's Competitive Retailer, if reasonably possible. Such notice may be made by electronic notice to all certificated Competitive Retailers operating within Company's service territory, specifically identifying the location, time, and expected duration of outage. Notice shall also be provided, if reasonably possible, to those Retail Customers designated as Critical Care Residential Customers, Chronic Care Residential Customers, Critical Load Industrial Customers, and Critical Load Public Safety Customers. If Retail Customer believes it qualifies for designation as a Critical Care Residential Customer, Chronic Care Residential Customer, Critical Load Industrial Customer, or Critical Load Public Safety Customer under P.U.C. SUBST. R. 25.497, Retail Customer may apply for designation as provided in P.U.C. SUBST. R. 25.497.

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

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

5.2.6 LIMITATION OF WARRANTIES BY COMPANY

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

5.3 SERVICE

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

5.3.1 INITIATION OF DELIVERY SYSTEM SERVICE (SERVICE CONNECTION)

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

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

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

(1) The Retail Customer's Electrical Installation is known to be hazardous under applicable Codes or interferes with the service of other Retail Customers; or unless a known dangerous condition exists as long as it exists; or

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

Company may decline to initiate Delivery Service if it cannot be provided consistent with Good Utility Practice. The Retail Customer is responsible for selecting an

eligible Competitive Retailer. Company shall direct Retail Customer to the Commission for a list of eligible Competitive Retailers or to other sources of information subject to Commission's Code of Conduct rules, if requested. Company shall provide initiation of Delivery System Service in accordance with Section 6.1.

5.3.1.2 INITIATION OF DELIVERY SYSTEM SERVICE WHERE CONSTRUCTION SERVICES ARE REQUIRED

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

5.3.2 REQUESTS FOR CONSTRUCTION SERVICES

All Construction Service requests must include the following information:

(1) Retail Customer contact name;

(2) Retail Customer contact phone number;

(3) ESI ID, if in existence and available;

(4) Service address (including City and zip code), directions to location, and access instructions when appropriate;

(5) Construction Services requested; and

(6) Requested date for Company to perform or provide Construction Service.

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

appropriate TX SET transaction to the Registration Agent prior to the commencement of Construction Services.

5.3.3 CHANGING OF DESIGNATED COMPETITIVE RETAILER

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

5.3.4 SWITCHING FEES AND SWITCHOVERS

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

5.3.5 IDENTIFICATION OF THE PREMISES AND SELECTION OF RATE SCHEDULES

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

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

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

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

Retail Customer shall notify its Competitive Retailer, who will in turn notify Company, of any factors affecting Retail Customer's Electrical Installation or use of Premises that may

affect the applicability of a Rate Schedule. Company may change a Retail Customer's Rate Schedule if Company is made aware that the Retail Customer is no longer eligible to receive service under its current Rate Schedule.

5.3.6 CHANGES IN RATE SCHEDULES

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

5.3.7 SUSPENSION OF SERVICE

5.3.7.1 URGENT SUSPENSIONS

Company may intentionally suspend Delivery Service to Retail Customer's Electrical Installation if it knows that providing the service is hazardous or a hazardous condition may be imminent, for as long as such condition exists or may be imminent, provided that such suspension eliminates or mitigates the hazardous condition and does not result in another hazardous or life-threatening condition. Company shall take reasonable steps to notify Retail Customer as soon as possible after Company decides that it will suspend service. Where reasonable, Company shall post a notice of suspension and the reason for the suspension at the place of common entry or upon the front door of each affected Retail Customer as soon as possible after service has been disconnected.

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

5.3.7.2 OTHER SUSPENSIONS

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

(1) In the event of unauthorized use, connection or reconnection, or diversion of service, or Tampering with the Meter or equipment, or bypassing same;

(2) In the event that Delivery Service to Retail Customer's Electrical Installation cannot be provided consistent with Good Utility Practice, after a reasonable opportunity has been provided to Retail Customer to remedy the situation;

(3) In the event of Retail Customer's violation of the provisions of Company's Tariff pertaining to the use of Delivery Service in a manner which interferes with the Delivery Service of others, or the operation of nonstandard equipment, or as otherwise specified by written agreement, and a reasonable opportunity has been provided to remedy the situation;

(4) Upon Retail Customer's failure to comply with the terms of any written agreement made between Company and Retail Customer, or upon default of Retail Customer under such an agreement, or upon failure to pay any charges billed by Company directly to Retail Customer pursuant to Section 5.8.2, BILLING TO RETAIL CUSTOMER BY COMPANY, after a reasonable opportunity has been provided to remedy the failure;

(5) For Retail Customer's failure to provide Company with reasonable access to Company's facilities and the Meter located on Retail Customer's Premises; or

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

5.3.7.3 RESTORATION OF SERVICE

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

5.3.7.4 PROHIBITED SUSPENSION OR DISCONNECTION

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

(A) On a day, or on a day immediately preceding a day, when personnel of Company are not available to the public for the purpose of reconnecting Delivery Service;

(B) For delinquency of payment to Company by Retail Customer's Competitive Retailer;

(C) During an "extreme weather emergency" as defined in the Commission's customer protection rules;

(D) At a permanent, individually metered dwelling unit of a Retail Customer for non-payment of amounts billed directly to Retail Customer by Company pursuant to the Company's Tariff, when that Retail Customer establishes that disconnection of Delivery Service will cause some person residing at that residence to become seriously ill or more seriously ill.

(i) Each time a Retail Customer seeks to avoid disconnection of Delivery Service under subsection (D), the Retail Customer must accomplish all of the following by the stated date of disconnection:

(I) have the subject person's attending physician (for purposes of this subsection the term "physician" shall mean any public health official, including, medical doctors, doctors of osteopathy, nurse practitioners, registered nurses, and any

other similar public health official) call or contact the Company by the date of the disconnection;

(II) have the subject person's attending physician submit a written statement to Company; and

(III) enter into a deferred payment plan.

(ii) The prohibition against Delivery Service disconnection provided by subsection (D) shall last 63 days from the issuance of the bill by Company or a shorter period as agreed upon by Company and Retail Customer or subject person's physician; or

(E) When the disconnection is authorized by the REP as a disconnection for nonpayment of electric service and Retail Customer is designated as a Critical Care Residential Customer, unless all of the procedures required by Company pursuant to P.U.C. SUBST. R. 25.497 and P.U.C. SUBST. R. 25.483 have been completed; or when the disconnection is authorized by the REP as a disconnection for nonpayment of electric service and Retail Customer is designated as a Critical Load Industrial Customer or a Critical Load Public Safety Customer, unless all Company-established processes are followed. Upon request, Company shall provide a paper or electronic copy of all Company-established processes for the disconnection of a Critical Load Industrial Customer or Critical Load Public Safety Customer to Competitive Retailer.

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

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

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

5.4 ELECTRICAL INSTALLATION AND RESPONSIBILITIES

5.4.1 RETAIL CUSTOMER'S ELECTRICAL INSTALLATION AND ACCESS

Retail Customer is responsible for the design, installation, operation, protection, and maintenance of electric facilities beyond the Point of Delivery, and Company shall have no responsibility therefore, except for if Meter is maintained by Company. Retail Customer's Electrical Installation for receiving Electric Power and Energy must be installed in accordance with Company's specifications for electrical installations, which are available upon request at Company's business offices located in the specific area where Delivery Service is desired. Retail Customer shall install and maintain Retail Customer's Electrical Installation in accordance with all applicable Codes, and in such condition and manner as not to endanger persons or property, or to cause impairment of Company's Delivery Service to Retail Customer or others. Retail Customer assumes responsibility for Electric Power and Energy delivered to Retail Customer at and past the Point of Delivery in accordance with Section 5.5, RETAIL CUSTOMER'S ELECTRICAL LOAD.

5.4.2 INSPECTION AND APPROVAL OF RETAIL CUSTOMER'S ELECTRICAL INSTALLATION

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

until Company receives notification of approval of Retail Customer's Electrical Installation by the proper authority.

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

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

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

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

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

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

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

5.4.5 PROVISIONS FOR COMPANY FACILITIES AND EQUIPMENT AND THE METER

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

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

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

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

The Retail Customer's authorization of the use of the Meter by a third party or designation of a Meter Owner does not relieve the Retail Customer of its obligations with regard to exercising care of the Delivery System or of prohibitions against Tampering with the Meter. Additionally, consistent with Section 6.1, RATE SCHEDULES, the Company may assess

charges to Retail Customer for any damage or loss caused by the Retail Customer or by parties to whom Retail Customer has authorized to access the Meter.

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

5.4.7 UNAUTHORIZED USE OF DELIVERY SYSTEM

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

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

(2) The cost of replacing and repairing a Meter and associated Company equipment (including the Meter seal);

(3) The cost of installment of protective facilities or of relocation of Meter, if necessary to prevent further unauthorized use; and

(4) All other costs associated with the investigation and correction of the unauthorized use.

5.4.8 ACCESS TO RETAIL CUSTOMER'S PREMISES

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

5.5 RETAIL CUSTOMER'S ELECTRICAL LOAD

5.5.1 LOAD BALANCE

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

5.5.2 INTERMITTENT ELECTRICAL LOADS AND LIMITATIONS ON ADVERSE EFFECTS

Retail Customer shall not, without Company's consent, connect or operate equipment that produces voltage fluctuations, interference or distorted wave forms that adversely affect Delivery Service to other Retail Customers or that may be detrimental to the Delivery

System. Such equipment includes, but is not limited to, spot and arc welding machines, X-ray machines, arc-furnaces, variable speed drives, elevators, dredges, locomotives, shovels, feed grinders, etc. Retail Customer contemplating the installation of such equipment must make specific prior arrangements through Competitive Retailer, or if directed by Competitive Retailer, with the Company directly. As part of such arrangements, Company may require the installation on Retail Customer's side of the Meter, of suitable apparatus, including additional transformer capacity or other equipment designed specifically to reasonably limit such adverse effect. Any such equipment provided by Company on the Delivery System (which may or may not be dedicated solely to such Retail Customer) to correct such adverse effects shall be treated as a Discretionary Service that is subject to the applicable Rate Schedule contained in Section 6.1, RATE SCHEDULES.

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

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

5.5.3 EQUIPMENT SENSITIVE TO VOLTAGE AND WAVE FORMS

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

5.5.4 CHANGE IN RETAIL CUSTOMER'S ELECTRICAL LOAD

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

5.5.5 POWER FACTOR

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

(1) Calculation of Power Factor Adjusted NCP kW.

The NCP kW applicable under the Monthly Rate section shall be modified by the following formula:

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

(2) Calculation of Power Factor Adjusted 4-CP kW.

Each of the Retail Customer's monthly coincident peak kW Demands used to calculate the Retail Customer's average 4CP kW Demand applicable under the Monthly Rate section shall be calculated using the following formula:

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

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

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

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

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

5.5.6 TESTING OF RETAIL CUSTOMER EQUIPMENT

In situations where historical Demand requirements will be exceeded due to properly noticed and Company approved scheduled equipment testing, Company will ignore for Billing Demand Ratchet purposes the test period demands. Approval of the equipment testing schedule including date and time, shall be at Company's discretion, but shall not be unreasonably withheld, provided Retail Customer or Competitive Retailer contacts Company at least ten days in advance of the equipment testing. In no event shall Company

approved testing occur between the hours of 12 noon and 8:00 PM during the weekdays of the months of June, July, August, and September. Charges for electric usage (kWh and kW) during the test period, may be billed to the Competitive Retailer. Increased demand for the testing period shall not affect the customer's demand for billing ratchet purposes. Charges for reading and resetting the Meter, if required, shall be as calculated and shall be billed to Competitive Retailer.

5.6 LIMITATIONS ON USE OF DISTRIBUTION SERVICE

5.6.1 INTRASTATE RETAIL DELIVERY SERVICE LIMITATIONS (FOR ERCOT UTILITIES)

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

5.6.2 PARALLEL OPERATION

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

5.7 FACILITIES EXTENSION POLICY

5.7.1 GENERAL

This Facilities Extension Policy ("Policy") addresses the requirements associated with extension of Delivery System facilities, i.e., Construction Services, at the request of Retail Customer or Competitive Retailer on behalf of its Retail Customer, for the following situations, which are sometimes collectively referred to as "extensions":

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

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

5.7.2 CONTRACTUAL ARRANGEMENTS

Company may require an executed Facility Extension Agreement, in the form approved by the Commission and specified in Section 6.3, AGREEMENTS AND FORMS, of this Tariff, between the entity requesting such service and Company prior to Company constructing standard and non-standard Delivery System facilities. In those instances where any

payments are required, Company will provide a detailed cost estimate for the entity requesting the service to determine the special contractual arrangements required before Construction Service is provided. Regardless of any such payment, Company shall at all times have title to and complete ownership and control over facilities installed by Company.

5.7.3 PROCESSING OF REQUESTS FOR CONSTRUCTION OF DELIVERY SYSTEM

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

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

5.7.4 ALLOWANCE FOR FACILITIES

The entity requesting the service will receive an allowance for installation of facilities. The calculation of the allowance and definitions of standard and non-standard facilities are provided in Chapter 6. Payments in the form of a contribution in aid of construction may

be required for requested extensions in excess of the allowance in accordance with Chapter 6. When two or more applications for Delivery Service from the same extension are received prior to starting construction of the extension, the maximum allowance is the sum of each individual applicant's allowance.

5.7.5 NON-STANDARD FACILITIES

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

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

5.7.6 CUSTOMER REQUESTED FACILITY UPGRADES

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

5.7.7 TEMPORARY DELIVERY SYSTEM

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

5.7.8 REMOVAL AND RELOCATION OF COMPANY'S FACILITIES AND METERS

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

5.7.9 DISMANTLING OF COMPANY'S FACILITIES

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

mutually agreed to by Company and the Retail Customer, or the Competitive Retailer on behalf of the Retail Customer, Company may begin the removal of outdoor lighting facilities and complete the removal of outdoor lighting facilities on a date or dates other than the initially requested removal date.

5.8 BILLING AND REMITTANCE

5.8.1 BILLING OF DELIVERY CHARGES

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

5.8.2 BILLING TO RETAIL CUSTOMER BY COMPANY

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

Retail Customers may also be billed by Company for damage caused to Company facilities by Retail Customer, pursuant to Section 5.4.6, RETAIL CUSTOMER'S DUTY REGARDING COMPANY'S FACILITIES ON RETAIL CUSTOMER'S PREMISES, or Section 5.5.4, CHANGE IN RETAIL CUSTOMER'S ELECTRICAL LOAD, or for costs

incurred by Company to correct any adverse effects of Retail Customer's Electrical Installation pursuant to Section 5.5.2, INTERMITTENT ELECTRICAL LOADS AND LIMITATIONS ON ADVERSE EFFECTS, or to correct Power Factor problems pursuant to Section 5.5.5, POWER FACTOR.

5.9 DEFAULT AND REMEDIES ON DEFAULT

5.9.1 COMPANY REMEDIES ON DEFAULT BY COMPETITIVE RETAILER

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

5.10 METER

5.10.1 METERING PRACTICES

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

5.10.2 RETAIL CUSTOMER RESPONSIBILITY AND RIGHTS

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

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

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

5.10.2.1 REQUIREMENTS

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

(1) Sufficient and proper space for installation of Meter and Metering Equipment;

(2) Meter socket and Meter enclosure as specified by Company for all self-contained Meters;

(3) Meter loop; and

(4) An adequate anchor for Service Drops.

Where the Point of Delivery is inside the building, Customer shall provide the service entrance enclosure and space for Company's instrument transformers, as required. Retail Customer shall install Company-approved Meter socket or Meter enclosure. No Meter or Metering Equipment may be by-passed for any reason without prior approval of Company or as permitted by Applicable Legal Authorities.

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

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

5.10.4 LOCATION OF METER

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

nonresidential Retail Customers normally will be outside the building. Inside locations may be permitted with Company's approval.

Meters will not be installed as follows:

(1) In any hazardous location;

(2) In any place where vibration, moisture, fumes or dust may damage the Meter or interfere with its operation;

(3) Directly over any stairway, ramp or steps;

(4) On any portion of a building which at a later date will be enclosed and thereby render the Meter inaccessible;

(5) In any location accessible only through a hatchway, trapdoor, or by means of a ladder; or

(6) In or recessed in the external surface of any wall that is within three feet of any property line, or that is over the edge of any walk, alley or driveway which provides access to commercial or industrial property.

5.10.5 NON-COMPANY OWNED METERS

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

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

(1) Retail Customer contact name;

(2) Retail Customer contact phone number;

(3) Meter Owner contact name, address and phone number;

(4) Meter Type and manufacturer;

(5) Competitive Retailers contact name and phone number;

(6) ESI ID if in existence and available;

(7) Service address and directions to location when appropriate;

(8) Service requested; and

(9) Name, address, phone number and e-mail address of any agent designated by Retail Customer to make arrangements with Company for the requested service.

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

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

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

Company shall not remove the Non-Company Owned Meter upon de-energization of the Meter unless a specific request for Meter Removal has been made by the Retail Customer, the Retail Customer's Competitive Retailer, the customer's designated agent or the Meter Owner. However, if the Company receives a request to energize a Meter not owned by the

Company and there is not an agreement in place with the Meter Owner at the time that energization is requested, the Company may remove the Meter.

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

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

5.11 RETAIL CUSTOMER INQUIRIES

5.11.1 SERVICE INQUIRIES

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

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

Retail Customer seeking information about the above items may contact the Company during normal business hours. In the event that Company personnel with the expertise

needed to respond to the inquiry are not immediately available at the time of the Retail Customer's call, Company shall ensure that the Retail Customer is contacted within two Business Days.

5.11.2 COMPLAINTS

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

5.11.3 BILLING INQUIRIES

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

5.12 OUTAGE REPORTING

5.12.1 NOTIFICATION OF INTERRUPTIONS, IRREGULARITIES, AND SERVICE REPAIR REQUESTS

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

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

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

(1) Retail Customer name, and if different, contact name;

(2) Retail Customer phone number, and if different, contact phone number;

(3) Service address (including city and zip code) and directions to location;

(4) ESI ID, if available; and

(5) Description of problem.

5.12.2 RESPONSE TO REPORTS OF INTERRUPTIONS AND REPAIR REQUESTS

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

CHAPTER 6: COMPANY SPECIFIC ITEMS

6.1 RATE SCHEDULES

6.1.1 DELIVERY SYSTEM CHARGES

6.1.1.1 CHARGES FOR TRANSMISSION AND DISTRIBUTION SYSTEM SERVICE

6.1.1.1.1 RESIDENTIAL SERVICE

AVAILABILITY

This schedule is applicable to Delivery Service for residential purposes of a permanent nature to individual private dwellings and to individually metered apartments when such Delivery Service is to one Point of Delivery and measured through one Meter and is not for shared or resale purposes.

TYPE OF SERVICE

Delivery Service will be single-phase, 60 hertz, at a standard secondary voltage. Delivery Service will be metered using Company's standard watt-hour meter provided for this type of Delivery Service. Any other metering option(s) will be provided at an additional charge. Where Delivery Service of the type desired is not available at the Point of Delivery, additional charges and special arrangements may be required prior to Delivery Service being furnished, pursuant to Sections 5.7 and 6.1.2 of this Tariff.

MONTHLY RATE

I. Transmission and Distribution Charges:

Customer Charge	$1.27	per Retail Customer per Month
Metering Charge	$1.97	per Retail Customer per Month
Transmission System Charge	$0.0000	per kWh
Distribution System Charge	$0.032966	per kWh

***II. Transition Charge:**	See Rider TC-3 6.1.1.2.1.1
***III. Nuclear Decommissioning Charge:**	See Rider NDC 6.1.1.3.1
IV. Transmission Cost Recovery Factor:	See Rider TCRF 6.1.1.4.1.1
V. Other Charges or Credits	
A. Energy Efficiency Rider	See Rider EECRF 6.1.1.4.2
B. Distribution Cost Recovery Factor	See Rider DCRF 6.1.1.4.4.1
C. Income Tax Refund Rider	See Rider ITR 6.1.1.4.5
***D. System Restoration Charge**	See Rider SRC 6.1.1.4.6.1
***E. ADFIT Credit**	See Rider ADFIT 6.1.1.4.7
F. Regulatory Asset Recovery	See Rider RAR 6.1.1.4.8
G. Mobile TEEE Facilities Rider	See Rider Mobile TEEEF 6.1.1.4.9.1
H. Rate Case Expense Rider	See Rider RCE 6.1.1.4.10

***Only Applicable to customers served in the area previously served by AEP Texas Central Company. Not applicable to customers served in the former AEP Texas North Company service area or the former Oncor McAllen/Mission service area associated with Docket 49402.**

COMPANY-SPECIFIC APPLICATIONS

This schedule is also available for electric connection to private rooming houses and duplexes served through one Meter. This schedule is not available for applications where there are more than two dwelling units being served through one Point of Delivery.

This schedule is not available for individual Meter installation to non-residential service, including but not limited to water wells, electric gates, barns, garages, boats and boat docks, swimming pools and individual hotel or motel rooms.

Delivery Service under this schedule is limited to 120/240 volts service (or 120/208 volts under special circumstances with Company approval).

Three-phase service may be provided to a residence with permanently installed motor(s) (in the residence and in regular use) which qualify according to Section 6.2.3.4 of the Tariff.

Transmission Service will be furnished by the Transmission Service Providers (TSPs) and not the Company. The Company provides only the billing function for TSPs.

NOTICE

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

6.1.1.1.2 SECONDARY VOLTAGE SERVICE LESS THAN OR EQUAL TO 10 KW

AVAILABILITY

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

TYPE OF SERVICE

Delivery Service will be single-phase, 60 hertz, at a standard secondary voltage. Delivery Service will be metered using Company's standard watt-hour meter provided for this type of Delivery Service. Any other metering option(s) will be provided at an additional charge. Where Delivery Service of the type desired is not available at the Point of Delivery, additional charges and special arrangements may be required prior to Delivery Service being furnished, pursuant to Sections 5.7 and 6.1.2 of this Tariff.

MONTHLY RATE

I. Transmission and Distribution Charges:

Customer Charge	$1.45	per Retail Customer per Month
Metering Charge* * does not apply to unmetered service	$4.21	per Retail Customer per Month
Transmission System Charge	$0.00	per kWh
Distribution System Charge	$0.026454	per kWh

***II. Transition Charge:**	See Rider TC-3 6.1.1.2.1.1
***III. Nuclear Decommissioning Charge:**	See Rider NDC 6.1.1.3.1
IV. Transmission Cost Recovery Factor:	See Rider TCRF 6.1.1.4.1.1
V. Competitive Metering Credit:	See Rider CMC 6.1.1.4.3

VI. Other Charges or Credits:

A. Energy Efficiency Rider	See Rider EECRF 6.1.1.4.2
B. Distribution Cost Recovery Factor	See Rider DCRF 6.1.1.4.4.1
C. Income Tax Refund Rider	See Rider ITR 6.1.1.4.5
***D. System Restoration Charge**	See Rider SRC 6.1.1.4.6.1
***E. ADFIT Credit**	See Rider ADFIT 6.1.1.4.7
F. Regulatory Asset Recovery	See Rider RAR 6.1.1.4.8
G. Mobile TEEE Facilities Rider	See Rider Mobile TEEEF 6.1.1.4.9.1
H. Rate Case Expense Rider	See Rider RCE 6.1.1.4.10

***Only Applicable to customers served in the area previously served by AEP Texas Central Company. Not applicable to customers served in the former AEP Texas North Company service area or the former Oncor McAllen/Mission service area associated with Docket 49402.**

COMPANY-SPECIFIC APPLICATIONS

This rate schedule is applicable only to Retail Customers whose current month's peak demand is 10 kW or less and whose peak demand has not exceeded 10 kW in any of the previous eleven months. If the monthly peak demand is greater than 10 kW, Retail Customer will be placed on the Secondary Service Greater Than 10 kW Rate Schedule for a period of not less than twelve months.

Service will normally be metered at the service voltage. For more information, refer to the Meter Installation and Meter Testing Policy, Section 6.2.3.3 of the Tariff. Three-phase service may be provided if Retail Customer has permanently installed, and in regular use, motor(s) which qualify according to Section 6.2.3.4, or at the Company's sole discretion, the load is sufficient to warrant three-phase service.

The Point of Delivery must be agreed to by the Company and any installation of equipment by the Retail Customer must comply with Section 6.2.3.3 of the Tariff.

Transmission Service will be furnished pursuant to ERCOT rules and regulations by the Transmission Service Providers (TSPs), and not the Company. The Company provides only the billing function for TSPs.

UNMETERED SERVICE

Unmetered Service may be available, at the Company's sole discretion, for Customer-owned fixed lighting loads that are controlled by a photo electric controller, and for situations when Metering Equipment may be subject to vandalism, for public safety, or for aesthetic reasons, provided the Retail Customer's electric load can be reasonably estimated or predicted from the nameplate of the installed equipment. The Company and Retail Customer must agree on an estimate of constant monthly kWh and hours of operation to be used for billing purposes. The Company may require estimated loads of over five (5) kW to be metered.

Unmetered service will be supplied only at single phase, 60 hertz, and will be supplied at one of the Company's standard secondary voltages. Refer to Section 6.2.2 of the Tariff for additional voltage information.

Unmetered Service is also available for non-residential electric connection service for Retail Customer-owned outdoor lighting systems, roadway sign lighting, traffic control signals, wifi, seasonal lighting, cameras, and flashing or timed traffic signals where all facilities are owned and maintained by the Retail Customer and when the service conductors are the only facilities needed to complete the electric connection. Any facilities required in addition to the service conductors will be assessed in accordance with the Facilities Extension Policy, Sections 5.7 and 6.1.2.2.1 of the Tariff.

The monthly kWh for billing purposes will be constant as agreed to by the Company and Retail Customer until such time as additional Points of Delivery and additional loads or Customer-owned lighting facilities are installed.

The Company will require a written agreement listing the locations of each point of service, the Connected Load and the total kWh to be used for billing. Written request/notice will be required in advance of any additions, deletions, or changes in the Connected Load served under this schedule. It is the Retail Customer's obligation to inform Company of any additions or reductions in load. All billing adjustments reflecting reductions in load will be effective with the date of receipt of notice by Company, and the Company shall not be required to adjust any billings rendered prior to receiving such notice.

The kWhs for the Retail Customer's electric load will be the total kW as determined from the manufacturer's rated input wattage of the electrical load or the actual test load, whichever is greater, times the estimated hours of operation per month. The same value will be used each month for billing purposes.

NOTICE

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

6.1.1.1.3 SECONDARY VOLTAGE SERVICE GREATER THAN 10 KW

AVAILABILITY

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

TYPE OF SERVICE

Delivery Service will be single-phase 60 hertz, at a standard secondary voltage. Delivery Service will be metered using Company's standard meter provided for this type of Delivery Service. Any meter other than the standard meter will be provided at an additional charge. Where Delivery Service of the type desired is not available at the Point of Delivery, additional charges and special arrangements may be required prior to Delivery Service being furnished, pursuant to Section 5.7 and 6.1.2 of this Tariff.

MONTHLY RATE

I. Transmission and Distribution Charges:

Customer Charge	$2.28	per Retail Customer per Month
Metering Charge	$19.72	per Retail Customer per Month
Transmission System Charge	$0.00	per NCP kW Metered Demand
(See Demand Determination)	$0.00	per 4CP kW Metered Demand
Distribution System Charge	$7.148	per NCP kW Billing Demand

***II. Transition Charge:** See Rider TC-3 6.1.1.2.1.1

***III. Nuclear Decommissioning Charge:** See Rider NDC 6.1.1.3.1

IV. Transmission Cost Recovery Factor: See Rider TCRF 6.1.1.4.1.1

V. Competitive Metering Credit: See Rider CMC 6.1.1.4.3

VI. Other Charges or Credits:

A. Energy Efficiency Rider	See Rider EECRF 6.1.1.4.2
B. Distribution Cost Recovery Factor	See Rider DCRF 6.1.1.4.4.1
C. Income Tax Refund Rider	See Rider ITR 6.1.1.4.5
***D. System Restoration Charge**	See Rider SRC 6.1.1.4.6.1
***E. ADFIT Credit**	See Rider ADFIT 6.1.1.4.7
F. Regulatory Asset Recovery	See Rider RAR 6.1.1.4.8
G. Mobile TEEE Facilities Rider	See Rider Mobile TEEEF 6.1.1.4.9.1
H. Rate Case Expense Rider	See Rider RCE 6.1.1.4.10

***Only Applicable to customers served in the area previously served by AEP Texas Central Company. Not applicable to customers served in the former AEP Texas North Company service area or the former Oncor McAllen/Mission service area associated with Docket 49402.**

COMPANY-SPECIFIC APPLICATIONS

Refer to Section 6.2.2 of the Tariff for additional voltage information.

Three-phase service may be provided if Retail Customer has permanently installed, and in regular use, motor(s) which qualify according to Section 6.2.3.4, or, at the Company's sole discretion, the load is sufficient to warrant three-phase service.

Service will normally be metered at the service voltage. For more information, refer to the Meter Installation and Meter Testing Policy, Section 6.2.3.3 of the Tariff.

Refer to Section 5.5.2 of the Tariff for additional information regarding highly fluctuating loads.

Refer to Section 5.5.4 of the Tariff for additional information regarding operational changes significantly affecting Demand.

Refer to Section 5.5.5 of the Tariff for additional information regarding Power Factor.

Transmission service will be furnished by the Transmission Service Providers (TSPs), and not the Company. The Company performs only the billing function for TSPs.

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

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

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

Determination of Billing Demand for Distribution System Charges
Determination of NCP kW Billing Demand
The NCP kW Billing Demand shall be the kW supplied during the 15-minute period of maximum use.

Determination of Billing Demand Applicable to TC, NDC, SRC and ADFIT Riders
The Billing kW Demand applicable to these riders shall be the higher of the NCP kW demand for the current billing month or 80% of the highest monthly NCP kW demand established in the 11 months preceding the current billing month (80% ratchet).

Determination of Billing Demand When Meter Readings Cannot be Obtained
When meter readings cannot be obtained due to denial of access, weather, meter failure, tampering, or other event, the Retail Customer's demand will be estimated pursuant to Section 6.2.3.2.

NOTICE

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

6.1.1.1.4 PRIMARY VOLTAGE DISTRIBUTION LINE SERVICE

AVAILABILITY

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

TYPE OF SERVICE

Delivery Service will be single-phase or three-phase, 60 hertz, at a standard primary voltage (see Section 6.2.2). Delivery Service will be metered using Company's standard meter provided for this type of Delivery Service. Any Meter other than the standard Meter will be provided at an additional charge. Where Delivery Service of the type desired is not available at the Point of Delivery, additional charges and special arrangements may be required prior to Delivery Service being furnished, pursuant to Sections 5.7 and 6.1.2 of this Tariff.

MONTHLY RATE

I. Transmission and Distribution Charges:

Customer Charge	$2.15	per Retail Customer per Month
Metering Charge	$164.56	per Retail Customer per Month
Transmission System Charge	$0.00	per NCP kW Metered Demand
(See Demand Determination)	$0.00	per 4CP kW Metered Demand
Distribution System Charge	$4.899	per NCP kW Billing Demand

***II. Transition Charge:** See Rider TC-3 6.1.1.2.1.1

***III. Nuclear Decommissioning Charge:** See Rider NDC 6.1.1.3.1

IV. Transmission Cost Recovery Factor: See Rider TCRF 6.1.1.4.1.1

V. Competitive Metering Credit: See Rider CMC 6.1.1.4.3

VI. Other Charges or Credits:

A. Energy Efficiency Rider	See Rider EECRF 6.1.1.4.2
B. Distribution Cost Recovery Factor	See Rider DCRF 6.1.1.4.4.1
C. Income Tax Refund Rider	See Rider ITR 6.1.1.4.5
***D. System Restoration Charge**	See Rider SRC 6.1.1.4.6.1
***E. ADFIT Credit**	See Rider ADFIT 6.1.1.4.7
F. Regulatory Asset Recovery	See Rider RAR 6.1.1.4.8
G. Mobile TEEE Facilities Rider	See Rider Mobile TEEEF 6.1.1.4.9.1
H. Rate Case Expense Rider	See Rider RCE 6.1.1.4.10

***Only Applicable to customers served in the area previously served by AEP Texas Central Company. Not applicable to customers served in the former AEP Texas North Company service area or the former Oncor McAllen/Mission service area associated with Docket 49402.**

COMPANY-SPECIFIC APPLICATIONS

Refer to Section 6.2.2 of the Tariff for additional voltage information.

Service will normally be metered at the service voltage. For more information, refer to the Meter Installation and Meter Testing Policy, Section 6.2.3.3 of the Tariff.

Refer to Section 5.5.2 of the Tariff for information on highly fluctuating load.

Refer to Section 5.5.4 of the Tariff for additional information regarding operational changes significantly affecting demand.

Refer to Section 5.5.5 of the Tariff for additional information regarding Power Factor.

Transmission service will be furnished by the Transmission Service Providers (TSPs), and not the Company. The Company provides only the billing function for TSPs.

Determination of Billing Demand for Transmission System Charges

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

Determination of NCP kW

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

Determination of 4CP kW

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

Determination of Billing Demand for Distribution System Charges

Determination of NCP kW Billing Demand

The NCP kW Billing Demand shall be the kW supplied during the 15-minute period of maximum use. The NCP kW Billing Demand applicable to the Distribution System Charge shall be the higher of the NCP kW demand for the current billing month or 80% of the highest monthly NCP kW demand established in the 11 months preceding the current billing month (80% ratchet). The 80% ratchet shall not apply to Retail Seasonal Agricultural Customers.

Determination Of Billing Demand When Meter Readings Cannot be Obtained

When meter readings cannot be obtained due to denial of access, weather, meter failure, tampering, or other event, the Retail Customer's demand will be estimated pursuant to Section 6.2.3.2.

NOTICE

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

6.1.1.1.4.1 PRIMARY VOLTAGE SUBSTATION SERVICE

AVAILABILITY

This schedule is applicable to Delivery Service taken from a Company-owned substation with a Customer-dedicated circuit and one transformation provided by the Company for non-residential purposes at primary voltage when such Delivery Service is to one Point of Delivery and measured through one Meter.

TYPE OF SERVICE

Delivery Service will be single-phase or three-phase, 60 hertz, at a standard primary voltage (see Section 6.2.2). Delivery Service will be metered using Company's standard meter provided for this type of Delivery Service. Any Meter other than the standard Meter will be provided at an additional charge. Where Delivery Service of the type desired is not available at the Point of Delivery, additional charges and special arrangements may be required prior to Delivery Service being furnished, pursuant to Sections 5.7 and 6.1.2 of this Tariff.

MONTHLY RATE

I. Transmission and Distribution Charges:		
Customer Charge	$9.16	per Retail Customer per Month
Metering Charge	$634.50	per Retail Customer per Month
Transmission System Charge	$0.00	per NCP kW Metered Demand
(See Demand Determination)	$0.00	per 4CP kW Metered Demand
Distribution System Charge	$3.218	per NCP kW Billing Demand

***II. Transition Charge:** See Rider TC-3 6.1.1.2.1.1

***III. Nuclear Decommissioning Charge:** See Rider NDC 6.1.1.3.1

IV. Transmission Cost Recovery Factor: See Rider TCRF 6.1.1.4.1.1

V. Competitive Metering Credit: See Rider CMC 6.1.1.4.3

VI. Other Charges or Credits:

A. Energy Efficiency Rider	See Rider EECRF 6.1.1.4.2
B. Distribution Cost Recovery Factor	See Rider DCRF 6.1.1.4.4.1
C. Income Tax Refund Rider	See Rider ITR 6.1.1.4.5.
***D. System Restoration Charge**	See Rider SRC 6.1.1.4.6.1
***E. ADFIT Credit**	See Rider ADFIT 6.1.1.4.7
F. Regulatory Asset Recovery	See Rider RAR 6.1.1.4.8
G. Mobile TEEE Facilities Rider	See Rider Mobile TEEEF 6.1.1.4.9.1
H. Rate Case Expense Rider	See Rider RCE 6.1.1.4.10

***Only Applicable to customers served in the area previously served by AEP Texas Central Company. Not applicable to customers served in the former AEP Texas North Company service area or the former Oncor McAllen/Mission service area associated with Docket 49402.**

COMPANY-SPECIFIC APPLICATIONS

Refer to Section 6.2.2 of the Tariff for additional voltage information.
Service will normally be metered at the service voltage. For more information, refer to the Meter Installation and Meter Testing Policy, Section 6.2.3.3 of the Tariff.

Refer to Section 5.5.2 of the Tariff for information on highly fluctuating load.

Refer to Section 5.5.4 of the Tariff for additional information regarding operational changes significantly affecting demand.

Refer to Section 5.5.5 of the Tariff for additional information regarding Power Factor.

Transmission service will be furnished by the Transmission Service Providers (TSPs), and not the Company. The Company provides only the billing function for TSPs.

6.1.1.1.5 TRANSMISSION VOLTAGE SERVICE

AVAILABILITY

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

TYPE OF SERVICE

Delivery Service will be three-phase, 60 hertz, at a standard transmission voltage. Delivery Service will be metered using Company's standard meter provided for this type of Delivery Service. Any meter other than the standard meter will be provided at an additional charge. Where Delivery Service of the type desired is not available at the Point of Delivery, additional charges and special arrangements may be required prior to Delivery Service being furnished, pursuant to Sections 5.7 and 6.1.2 of this Tariff. Additional charges and special contract arrangements may be required prior to Delivery Service being furnished, pursuant to Section 6.1.2.2.1 of this Tariff.

MONTHLY RATE

I. Transmission and Distribution Charges:

Customer Charge	$2.39	per Retail Customer per Month
Metering Charge	$1,288.84	per Retail Customer per Month
Transmission System Charge	$0.00	per 4CP kW Billing Demand
Distribution System Charge	$0.152919	per NCP kW Billing Demand

***II. Transition Charge:** See Rider TC-3 6.1.1.2.1.1

***III. Nuclear Decommissioning Charge:** See Rider NDC 6.1.1.3.1

IV. Transmission Cost Recovery Factor: See Rider TCRF 6.1.1.4.1.1

V. Competitive Metering Credit: See Rider CMC 6.1.1.4.3

TVI. Other Charges or Credits:

A. Energy Efficiency Rider	See Rider EECRF 6.1.1.4.2
B. Distribution Cost Recovery Factor	See Rider DCRF 6.1.1.4.4.1
C. Income Tax Refund Rider	See Rider ITR 6.1.1.4.5
***D. System Restoration Charge**	See Rider SRC 6.1.1.4.6.1
***E. ADFIT Credit**	See Rider ADFIT 6.1.1.4.7
F. Regulatory Asset Recovery	See Rider RAR 6.1.1.4.8
G. Mobile TEEE Facilities Rider	See Rider Mobile TEEEF 6.1.1.4.9.1
H. Rate Case Expense Rider	See Rider RCE 6.1.1.4.10

***Only Applicable to customers served in the area previously served by AEP Texas Central Company. Not applicable to customers served in the former AEP Texas North Company service area or the former Oncor McAllen/Mission service area associated with Docket 49402.**

COMPANY-SPECIFIC APPLICATIONS

Refer to Section 6.2.2 of the Tariff for additional information regarding Standard Voltages.

Service will normally be metered at the service voltage. For more information, refer to the Meter Installation and Meter Testing Policy, Section 6.2.3.3 of the Tariff.

Refer to Section 5.5.2 of the Tariff for additional information regarding highly fluctuating load.

Refer to Section 5.5.4 of the Tariff for additional information regarding operational changes significantly affecting demand.

Refer to Section 5.5.5 of the Tariff for additional information regarding Power Factor.

Transmission service will be furnished by the Transmission Service Providers (TSPs), and not the Company. The Company provides only the billing function for TSPs.

Determination of Billing Demand for Transmission System Charges

Determination of 4CP kW Billing Demand

The 4CP kW Billing Demand applicable under the Monthly Rate section shall be the average of the sum of the Retail Customer's integrated 15 minute demands at the time of the monthly ERCOT system 15 minute peak demand for the months of June, July, August and September of the previous calendar year. Retail Customers without previous history on which to determine their 4CP kW Billing Demand will be billed based on estimated 4CP kW demand, in accordance with the following procedures:

(a) Retail Customers having 4CP data for fewer than four, but at least two of the ERCOT System 15-minute CP peak demand periods, will be billed based on the average of the actual CP kW demand data, so long as the CP kW demands are representative of the Retail Customer's expected load, as derived from engineering estimates. If this calculated CP kW demand is not representative of the expected load, the estimated 4CP kW demand will be set based on mutual agreement between the Retail Customer and the Company.

(b) Retail Customers that do not have data for at least two of the ERCOT system 15-minute CP peak demand periods will be billed by estimating the Retail Customer's 4CP kW demand by applying a class coincidence factor to the Retail Customer's NCP, using the formula:

Estimated 4CP kW Billing Demand = (NCP kW * TCCF) where:

NCP kW is the highest 15-minute integrated demand of an individual Retail Customer served at transmission voltage during the month; and TCCF is the transmission class coincidence factor for the months June, July, August, and September calculated from the Company's most recent UCOS proceeding using the following formula:

$$TCCF = \frac{\sum \text{Class CP kW for June July, August, September}}{\sum \text{Class NCP kW for June, July, August, September}}$$

Where:

Class CP kW is the transmission voltage rate class' 15-minute demand at the time of the ERCOT CP and Class NCP kW is the transmission voltage class' maximum 15-minute demand during a month.

Determination of Billing Demand for Distribution System Charges

Determination of NCP kW Billing Demand

The NCP kW Billing Demand shall be the kW supplied during the 15-minute period of maximum use. The Billing Demand applicable to the Distribution System Charge shall be the higher of the NCP kW demand for the current billing month or 80% of the highest monthly NCP kW demand

established in the 11 months preceding the current billing month (80% ratchet). The 80% ratchet shall not apply to Retail Seasonal Agricultural Customers.

Determination of Billing Demand When Meter Readings Cannot be Obtained

When meter readings cannot be obtained due to denial of access, weather, meter failure, tampering, or other event, the Retail Customer's demand will be estimated pursuant to Section 6.2.3.2.

NOTICE

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

6.1.1.1.6 LIGHTING SERVICE

6.1.1.1.6.1 MUNICIPAL STREET LIGHTING SERVICE

AVAILABILITY

This schedule is available only to municipalities, government agencies, colleges, universities and eleemosynary institutions for service to Company-owned and maintained street lighting fixtures installed upon request for the purpose of illuminating public streets, highways, parks, parking lots and campuses.

Service will be provided from Company's existing distribution system by means of Company-owned and maintained standard luminaries installed on Company's existing overhead distribution system wood poles. Costs for all added distribution facilities, ornamental poles, or ornamental fixtures, conforming to standard specifications and mutually satisfactory to both the Retail Customer and the Company, will be reimbursed to the Company by non-refundable payment and Retail Customer will not acquire any title in said facilities by reason of payment. Retail Customer will also be responsible for the cost of any associated circuit work.

The Retail Customer agrees to provide, at no cost to the Company, all required right-of-way together with tree trimming permits for installation of the system and any permit necessary to allow the Company the right to use highway, parkway, and street right-of-way for maintenance of the system. Service to mercury vapor lamps, metal halide lamps and incandescent lamps is available to existing service only.

TYPE OF SERVICE

Mercury Vapor, Metal Halide and Incandescent lamps will be closed to new installations; service will continue to be provided until those fixtures fail, replacement lamps are no longer available or service is otherwise terminated.

All street lights will burn out and/or dim over time, including LED luminaires. Thus the lumens delivered by a street light will vary over time and will vary from lamp to lamp and LED luminaire to luminaire.

MONTHLY RATE

I. Transmission and Distribution Charges:

Customer Charge	$1.45	Per account
Facilities Charge		See chart

Transmission System Charge	$0.00	per kWh
Distribution System Charge	$0.026454	per kWh

MUNICIPAL STREET LIGHTING FACILITIES RATE

Description	kWh	Lumens	Facilities Price
Mercury Vapor (See Note 1)			
100 Watt	40	4,000	$7.53
175 Watt	70	7,000	$8.53
400 Watt	145	20,000	$13.98
Metal Halide (See Note 2)			
150 Watt (See Note 3)	65	12,000	$12.31
175 Watt	75	14,000	$12.31
250 Watt	105	20,500	$12.67
400 Watt	155	36,000	$13.36
1000 Watt	367	110,000	$13.60
Low Pressure Sodium(See Note 4)			
55 Watt (a)	28	8,000	$16.41
90 Watt (a)	44	13,500	$16.63
High Pressure Sodium(See Note 4)			
70 Watt	28	5,800	$7.57
100 Watt	39	10,000	$7.73
150 Watt	57	15,000	$7.95
250 Watt	104	27,500	$11.12
400 Watt	155	50,000	$12.08
1000 Watt	367	140,000	$10.19
LED			
20–60 Watt	14		$7.66
61-100 Watt	29		$7.79
120-160 Watt	46		$11.41
200-240 Watt	73		$13.95

Description	kWh	Facilities Price
20-60 Watt Sharyland/Low Kelvin	14	$8.75
61-100 Watt Sharyland/Low Kelvin	29	$8.90
120-160 Watt Sharyland/Low Kelvin	46	$13.02
40-80 Watt Open Bottom	19	$6.98
130-170 Watt Floodlight	50	$19.40
Over 240 Watt Floodlight	99	$21.76
150 Watt HPS Sharyland	57	$7.95
250 Watt HPS Sharyland	104	$11.12
400 Watt HPS Sharyland	155	$12.08
175 Watt MH Sharyland	75	$12.31
400 Watt MH Sharyland	155	$13.36

(a) Available in Brewster, Jeff Davis, Presidio and Reeves Counties only.
(b) Additional lights not available after 7-21-89.

Note 1: Effective January 30, 2008, Mercury Vapor lights will be no longer available for new installations or for repair or replacement of existing units.

Note 2: Metal Halide lamps are closed to new installations; service will continue to be provided until those fixtures fail, replacements lamps are no longer available or service is otherwise terminated.

Note 3: Effective September 28, 2009, the 150 Watt Metal Halide light will be no longer available for new installations or for repair or replacement of existing units.

Note 4: High/Low Pressure Sodium lamps are closed to new installations; service will continue to be provided until those fixtures fail, replacement lamps are no longer available or service is otherwise terminated.

***II. Transition Charge:** See Rider TC-3 6.1.1.2.1.1

***III. Nuclear Decommissioning Charge:** See Rider NDC 6.1.1.3.1

IV. Transmission Cost Recovery Factor: See Rider TCRF 6.1.1.4.1.1

V. Other Charges or Credits:

A. Distribution Cost Recovery Factor	See Rider DCRF 6.1.1.4.4.1
B. Income Tax Refund Rider	See Rider ITR 6.1.1.4.5
***C. System Restoration Charge**	See Rider SRC 6.1.1.4.6.1
***D. ADFIT Credit**	See Rider ADFIT 6.1.1.4.7
E. Regulatory Asset Recovery	See Rider RAR 6.1.1.4.8
F. Mobile TEEE Facilities Rider	See Rider Mobile TEEEF 6.1.1.4.9.1
G. Rate Case Expense Rider	See Rider RCE 6.1.1.4.10

***Only Applicable to customers served in the area previously served by AEP Texas Central Company. Not applicable to customers served in the former AEP Texas North Company service area or the former Oncor McAllen/Mission service area associated with Docket 49402.**

COMPANY-SPECIFIC APPLICATIONS

The Company will furnish to the Retail Customer, street light facilities for the operation from dusk to dawn of street lights served under this Tariff.

In the case where the lighting service is provided utilizing underground circuit(s), the Retail Customer will provide all trenching and back-filling necessary for the installation of the circuit(s).

The Company will, upon request of Retail Customer, relocate, remove, or change any of its facilities used in rendering service hereunder insofar as it may be practical and permissible, or will render service under any other street lighting service rate offered by the Company provided Retail Customer pays to Company, prior to the time such change is made or such different street lighting service is rendered, all costs incurred by Company in making the change, including an amount equal to the unamortized investment in the converted or replaced facilities, less the salvage value of the existing facilities.

If an outage of a street light occurs, Retail Customer shall notify the Company promptly of such outage and Company will be allowed three (3) business days after such outage has been reported in which to restore the lamp to service. If Company fails to restore any lamp which it is obligated to maintain service to within three (3) business days after official notice from Retail Customer of the outage, Retail Customer shall be entitled to a credit for the pro rata cost or charge by Company

for such lamp for the period of time it remained out after the report of the outage by the Retail Customer.

In the event that a lighting service is being provided in an area where it is subject to vandalism, the Retail Customer will be responsible for reimbursing the Company for all costs of maintaining the light(s), and if the vandalism is severe enough, in the Company's sole opinion, lighting service under this Tariff may be refused or terminated.

Transmission Service will be furnished by the Transmission Service Providers (TSPs) and not the Company. The Company provides only the billing function for TSPs.

LED FIXTURES

At this time there is not an LED replacement option for all existing Lamp Types. The rate at which LED lights are converted will be at the sole discretion of the Company, may be based upon a negotiated deployment schedule, and will reflect, at a minimum, the capital requirements associated with the project, any customer required contribution in aid of construction, the physical capability to replace/install the LED lights, and the availability of manufacturers to supply the requested LED luminaires.

LED lights are an emerging technology with no established industry standard. By choosing an LED lighting option, Retail Customer acknowledges this fact and accepts that there will be variances between LED light luminaires. Such variances may reflect, at a minimum: luminaire physical appearance, differing levels of lumens, watts, and monthly kWh. Retail Customer shall not hold Company liable for any variations in LED light luminaire performance from the target average specifications stated in this rate schedule nor for how LED street light luminaires evolve over time in comparison to earlier variants. The Initial Lumen and Watt levels shown in the table above for LED lights reflect a target average lumen output and a target average wattage level and may not be representative of any particular LED luminaire. The Monthly KWH level shown in the table above for LED lights reflects a target average KWH level and may not be representative of any particular LED luminaire.

NOTICE

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

6.1.1.1.6.2 ORNAMENTAL STREET LIGHTING SERVICE – COMPANY OWNED – CITIES OF MCALLEN, ODEM AND UVALDE

AVAILABILITY

This schedule is available at the Company's option to political subdivisions and eleemosynary institutions for street lighting service on public streets and highways, in public parks, and schoolyards of educational institutions not organized for profit located within the City limits. Service will be provided by means of Company-owned and maintained lamps installed on ornamental standards conforming to Company's specifications mutually satisfactory to both the Retail Customer and the Company. Lamps will normally be supplied from underground circuit.

TYPE OF SERVICE

The electric service furnished hereunder is unmetered and billing is based on the kilowatt hours (kWhs) stated in this Tariff.

MONTHLY RATE

I. Transmission and Distribution Charges:

Customer Charge	$1.45	per account
Facilities Charge		See chart
Transmission System Charge	$0.00	per kWh
Distribution System Charge	$0.026454	per kWh

MONTHLY FACILITIES RATE

Description		kWh	Lumens	Facilities Price
Metal Halide (See Note 1)				
400 Watt Street Light		155	36,000	$20.92
175 Watt Post Top Light		75	14,000	$35.26
150 Watt Post Top Light (See Note 2)		65	12,000	$35.26
H.P. Sodium Lamp				
100 Watt Post Top Light		39	10,000	$34.17

Note 1: Metal Halide lamps are closed to new installations; service will continue to be provided until those fixtures fail, replacements lamps are no longer available or service is otherwise terminated.

Note 2: Effective September 28, 2009, the 150 Watt Metal Halide Municipal Street Light will be no longer available for new installations or for repair or replacement of existing units.

Note 3: High/Low Pressure Sodium lamps are closed to new installations; service will continue to be provided until those fixtures fail, replacement lamps are no longer available or service is otherwise terminated.

***II. Transition Charge:**	See Rider TC-3 6.1.1.21.1
***III. Nuclear Decommissioning Charge:**	See Rider NDC 6.1.1.3.1
IV. Transmission Cost Recovery Factor:	See Rider TCRF 6.1.1.4.1.1
V. Other Charges or Credits:	
A. Distribution Cost Recovery Factor	See Rider DCRF 6.1.1.4.4.1
B. Income Tax Refund Rider	See Rider ITR 6.1.1.4.5
***C. System Restoration Charge**	See Rider SRC 6.1.1.4.6.1
***D. ADFIT Credit**	See Rider ADFIT 6.1.1.4.7

E. Regulatory Asset Recovery	See Rider RAR 6.1.1.4.8
F. Mobile TEEE Facilities Rider	See Rider Mobile TEEEF 6.1.1.4.9.1
G. Rate Case Expense Rider	See Rider RCE 6.1.1.4.10

***Only Applicable to customers served in the area previously served by AEP Texas Central Company. Not applicable to customers served in the former AEP Texas North Company service area or the former Oncor McAllen/Mission service area associated with Docket 49402.**

COMPANY-SPECIFIC APPLICATIONS

The Company will furnish to Retail Customer lighting facilities for the operation from dusk to dawn of street lights served under this tariff provided that the cost to the Company of installation of lamps, including pole mounted brackets, ornamental standards and the required circuit is no more than $1,325.00 for each Post Top Light or $750.00 for each ornamental arm-mounted street light. All costs of installation in excess of those stated above will be reimbursed to Company by Retail Customer by non-refundable payment in aid to construction, but Retail Customer will not acquire any title in said facilities by reason of such payment.

Company will, upon request of Retail Customer, relocate or change any of its facilities used in rendering service hereunder insofar as it may be practical and permissible, or will render service under any other street lighting service rate offered by the Company provided Retail Customer pays to Company, prior to the time such change is made or such different street lighting service is rendered, all costs incurred by Company in making the change, including costs of equipment or facilities rendered unusable.

If an outage of a street light occurs, Retail Customer shall notify the Company promptly of such outage and Company will be allowed three (3) business days after such outage has been reported in which to restore the lamp to service. If Company fails to restore any lamp which it is obligated to maintain service to within three (3) business days after official notice from Retail Customer of the outage, Retail Customer shall be entitled to a credit for the pro rata cost or charge by Company for such lamp for the period of time it remained out after the report of the outage by the Retail Customer.

Transmission service will be furnished by the Transmission Service Providers (TSPs), and not the Company. The Company provides only the billing function for TSPs.

NOTICE

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

6.1.1.1.6.3 NON-ROADWAY LIGHTING SERVICE

AVAILABILITY

This schedule is for private lighting systems owned and operated by the Company and is only available to currently installed facilities. The Non-Roadway Lighting Tariff is closed to new service as of September, 2000.

TYPE OF SERVICE

The Company will own, operate, and maintain complete luminaire units of approved design with an automatic control device for lights to burn from dusk until dawn.

The Retail Customer agrees to provide, at no cost to the Company, tree trimming permits for maintenance of the system.

The facilities installed by the Company will remain the property of the Company.

Mercury Vapor, Metal Halide and Incandescent lamps will be closed to new installations; service will continue to be provided until those fixtures fail, replacements lamps are no longer available or service is otherwise terminated.

All Non-Roadway lights will burn out and/or dim over time, including LED luminaires. Thus the lumens delivered by a light will vary over time and will vary from lamp to lamp and LED luminaire to luminaire.

MONTHLY RATE

I. Transmission and Distribution Charges:

Customer Charge		Not Applicable
Facilities Charge		See chart
Transmission System Charge	$0.00	per kWh
Distribution System Charge	$0.026454	per kWh

ONTHLY FACILITIES RATE

Description	kWh	Lumens	Facilities Price
Security Lighting			
Mercury Vapor (Note 1)			
175 Watt	70	7,000	$6.61
400 Watt	145	20,000	$8.19
High Pressure Sodium (Note 3)			
70 Watt	28	5,800	$3.87
100 Watt	39	10,000	$6.44
150 Watt	57	15,000	$6.44
250 Watt	104	27,500	$7.11
Low Pressure Sodium (Note 3)			
35 Watt (a) (b)	24	4,800	$7.26
55 Watt (a)	28	8,000	$7.95
90 Watt (a)	44	13,500	$8.42
Flood Lighting			
High Pressure Sodium (Note 3)			
100 Watt	39	10,000	$6.44
150 Watt	63	16,000	$6.44
250 Watt	104	27,500	$7.11
400 Watt	155	50,000	$7.51
1000 Watt	367	140,000	$9.89
Metal Halide (Note 2)			
250 Watt	105	20,500	$9.28
400 Watt	155	36,000	$9.96
1000 Watt	367	110,000	$13.15
1000 Watt 6x7 NBP	367	110,000	$11.85
1000 Watt 3x3 NBP	367	110,000	$11.85
LED			
20 - 60 Watt	14		$7.66
61-100 Watt	29		$7.79
120-160 Watt	46		$11.41
200-240 Watt	73		$13.95
20-60 Low Kelvin	14		$8.75

61-100 Low Kelvin	29	$ 8.90
120-160 Low Kelvin	46	$13.02
40 - 80 Watt Open Bottom	19	$13.95
130-170 Watt Floodlight	50	$19.40
Over 240 Watt Floodlight	99	21.76

(a) Available in Brewster, Jeff Davis, Presidio and Reeves Counties only.
(b) Additional lights not available after 7-21-89.

Note 1: Mercury Vapor lamps are closed to new installations; service will continue to be provided until those fixtures fail or service is otherwise terminated.

Note 2: Metal Halide lamps are closed to new installations; service will continue to be provided until those fixtures fail, replacements lamps are no longer available or service is otherwise terminated.

Note 3: High/Low Pressure Sodium lamps are closed to new installations; service will continue to be provided until those fixtures fail, replacement lamps are no longer available or service is otherwise terminated.

***II. Transition Charge:** See Schedule TC-3 6.1.1.2.1.1

***III. Nuclear Decommissioning Charge:** See Rider NDC 6.1.1.3.1

IV. Transmission Cost Recovery Factor: See Rider TCRF 6.1.1.4.1.1

V. Other Charges or Credits

A. Distribution Cost Recovery Factor See Rider DCRF 6.1.1.4.4.1

B. Income Tax Refund Rider See Rider ITR 6.1.1.4.5

***C. System Restoration Charge** See Rider SRC 6.1.1.4.6.1

***D. ADFIT Credit** See Rider ADFIT 6.1.1.4.7

E. Regulatory Asset Recovery See Rider RAR 6.1.1.4.8

F. Mobile TEEE Facilities Rider	See Rider Mobile TEEEF 6.1.1.4.9.1
G. Rate Case Expense Rider	See Rider RCE 6.1.1.4.10

***Only Applicable to customers served in the area previously served by AEP Texas Central Company. Not applicable to customers served in the former AEP Texas North Company service area or the former Oncor McAllen/Mission service area associated with Docket 49402.**

COMPANY-SPECIFIC APPLICATIONS

In the event that a luminaire unit requires major maintenance or replacement to maintain service after September 2000, any new investment would be at the sole discretion of the Company.

In the event that a lighting service is being provided in an area where it is subject to vandalism, the Retail Customer will be responsible for reimbursing the Company for all costs of maintaining the light(s), and if the vandalism is severe enough, in the Company's sole opinion, lighting service under this Tariff may be refused or terminated.

The Company will, upon request of Retail Customer, relocate, remove, or change any of its facilities used in rendering service hereunder insofar as it may be practical and permissible, or will render service under any other Non-Roadway lighting service rate offered by the Company provided Retail Customer pays to Company, prior to the time such change is made or such different Non-Roadway lighting service is rendered, all costs incurred by Company in making the change, including an amount equal to the unamortized investment in the converted or replaced facilities, less the salvage value of the existing facilities.

If an outage of a non-roadway light occurs, Retail Customer shall notify the Company promptly of such outage and Company will be allowed three (3) business days after such outage has been reported in which to restore the lamp to service. If Company fails to restore any lamp which it is obligated to maintain to service within three (3) business days after official notice from Retail Customer of the outage, Retail Customer shall be entitled to a credit for the pro rata cost or charge by Company for such lamp for the period of time it remained out after the report of the outage by the Retail Customer.

Transmission Service will be furnished by the Transmission Service Providers (TSPs), and not the Company. The Company provides only the billing function for TSPs.

LED FIXTURES

At this time there is not an LED replacement option for all existing Lamp Types. The rate at which LED lights are converted will be at the sole discretion of the Company, may be based upon a negotiated deployment schedule, and will reflect, at a minimum, the capital requirements

associated with the project, any customer required contribution in aid of construction, the physical capability to replace/install the LED lights, and the availability of manufacturers to supply the requested LED luminaires.

LED lights are an emerging technology with no established industry standard. By choosing an LED lighting option, Retail Customer acknowledges this fact and accepts that there will be variances between LED light luminaires. Such variances may reflect, at a minimum: luminaire physical appearance, differing levels of lumens, watts, and monthly kWh. Retail Customer shall not hold Company liable for any variations in LED light luminaire performance from the target average specifications stated in this rate schedule nor for how LED street light luminaires evolve over time in comparison to earlier variants. The Initial Lumen and Watt levels shown in the table above for LED lights reflect a target average lumen output and a target average wattage level and may not be representative of any particular LED luminaire. The Monthly KWH level shown in

the table above for LED lights reflects a target average KWH level and may not be representative of any particular LED luminaire.

NOTICE

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

6.1.1.2 SCHEDULE TC

6.1.1.2.1 TRANSITION CHARGE-3 RATES – SCHEDULE TC-3

DEFINITIONS

For the purposes of this schedule the following terms shall have the following meanings:

Company – AEP Texas and its successors and assigns that provide transmission or distribution service directly to customers taking service at facilities, premises, or loads located within the Service Area previously served by AEP Texas Central Company.

Financing Order – the Financing Order issued by the Public Utility Commission of Texas (Commission) in Docket No. 39931 under Subchapter G of Chapter 39 of the Texas Public Utility Regulatory Act (PURA) providing for the issuance by the SPE of transition bonds (Transition Bonds) to securitize the amount of qualified costs (Qualified Costs) determined by the Commission in such order.

Non-Eligible Self-Generation (NESG) – new on-site generation as defined in PURA § 39.252(b) which materially reduces or reduced customer loads on the Company's transmission and distribution system, unless excluded under PURA § 39.262(k) and any rules adopted by the Commission pursuant thereto.

Retail Electric Provider (REP) – the entity which serves the customer's energy needs, and will remit to the Servicer the Transition Charges billed in accordance with this schedule.

Service Area – the Company's certificated service area previously served by AEP Texas Central Company as it existed on May 1, 1999.

Servicer – on the effective date of this tariff, the Company shall act as Servicer. However, the Special Purpose Entity (SPE) may select another party to function as Servicer or the Company may resign as Servicer in accordance with terms of the Servicing Agreement and Financing Order issued in Docket No. 39931. A Servicer selected under these conditions shall assume the obligations of the Company as Servicer under this schedule. As used in this schedule, the term Servicer includes any successor Servicer.

Special Purpose Entity (SPE) – the owner of Transition Property, on behalf of whom the TC-3 Charges are collected.

Transition Charge-3 (TC-3 Charges) – a non-bypassable charge computed on the basis of individual end-use retail customer consumption, except for TC-3s applicable to NESG for which charges are based on the output of the on-site generation.

(a) For customers whose facilities, premises, and loads are subject to TC-3s billed and collected pursuant to the Transition Charge-3 Rates (TC-3 Rates) under this schedule, the TC-3 Rates shall constitute a separate charge.

(b) The assessment of TC-3s will be separately identified on the bills sent to REPs.

APPLICABILITY

This schedule, along with Rider TC-3, sets out the rates, terms and conditions under which TC-3s shall be billed and collected by the Company, any successor Servicer(s), and any REPs on behalf of the owner of Transition Property pursuant to the terms of the Financing Order. This schedule is applicable to energy consumption and demands of retail customers taking transmission and/or distribution service within the certificated service area previously served by AEP Texas Central Company and to facilities, premises and loads of such retail customers.

This schedule also applies to:

1. Retail customers taking service at facilities, premises, or loads located within the Service Area who are not presently receiving transmission and/or distribution service from the Company, but whose present facilities, premises, or loads received transmission and/or distribution service from the Company at any time on or after May 1, 1999 when a request to change service to another utility was not pending as of that date.

2. Retail customers located within the Service Area and prior retail customers of the Company who are served by new NESG.

3. Public retail customers located within the Service Area who purchase power from the General Land Office under PURA § 35.102.

This schedule does not apply to the facilities, premises, and loads of customers described above who are taking service from Sharyland Utilities L.P. pursuant to the Commission Order in Docket No. 20292.

Individual end-use customers are responsible for paying TC-3s billed to them in accordance with the terms of this schedule. Payment is to be made to the entity that bills the customer in accordance with the terms of the Servicing Agreement and the Financing Order, which entity may be the Company, a successor Servicer, a REP, an entity designated to collect TC-3s in place of the REP, or other entity which, under the terms of the Financing Order or PURA, may be obligated to pay or collect the TC-3s. The REP, an entity designated to collect TC-3s in place of

the REP, or another entity which, under the terms of the Financing Order or PURA, is obligated to pay or collect the TC-3s will pay the TC-3s to the Servicer. The Servicer will remit collections to the SPE in accordance with the terms of the Servicing Agreement.

TERM

This schedule shall remain in effect until TC-3s have been collected and remitted to the SPE which are sufficient in amount to satisfy all obligations of the SPE in regard to paying principal and interest on the Transition Bonds together with all other qualified costs as provided in PURA § 39.302(4). However, in no event shall the TC-3s provided for in this schedule be collected for service rendered after 15 years from issuance of the Transition Bonds. TC-3s for service rendered during the 15-year period following issuance of the Transition Bonds pursuant to the Financing Order, but not collected during that 15-year period, may be collected after the 15-year period. This schedule is irrevocable and non-bypassable for the full term during which it applies.

RATE CLASSES

For the purposes of billing TC-3s, each retail end-use customer shall be designated as a customer in one of the following eight customer classes. A new customer shall be assigned to the appropriate customer class based on anticipated usage characteristics.

Residential - This service is applicable to customers consisting of individual private dwellings and individually metered apartments. In addition, security or flood lighting services provided on residential customer's premises shall be included in this rate class.

Commercial and Small Industrial - Energy - This service is applicable to non-residential customers (1) with annual maximum measured demands less than 12,500 kVa and (2) whose current rate class for the purpose of transmission and distribution usage is billed without any demand charges. In addition, security or flood lighting services provided on applicable end-use customer's premises shall be included in this rate class.

Commercial and Small Industrial - Demand - This service is applicable to non-residential customers (1) with annual maximum measured demands less than 12,500 kVa and (2) whose current rate class for the purpose of transmission and distribution usage requires a demand meter.

Large Industrial - Firm - This service is applicable to non-residential customers taking non-interruptible service with annual maximum measured demands equal to 12,500 kVa or more whose service is provided to the entire premises at not less than 60,000 volts.

Standby – Firm – This service is applicable to non-residential customers taking non-interruptible standby service when such service may be substituted, either directly or indirectly, for customer-owned and operated power production equipment.

Standby – Non-Firm – This service is applicable to non-residential customers whose service is provided to the entire premises at not less than 60,000 volts who are taking as-available standby service when such service may be substituted, either directly or indirectly, for customer-owned and operated power production equipment not held primarily for emergency use.

Large Industrial – Non-firm - This service is applicable to non-residential customers taking interruptible service with annual maximum measured demands equal to 12,500 kVa or more whose service is provided to the entire premises at not less than 60,000 volts. In addition, this service is applicable to customers whose service is provided to the entire premises at not less than 60,000 volts and who have self-generation capability equal to or greater than 25,000 kW and who purchase a minimum of 25,000 kW as Standby – Firm service for that portion of the customer's load which displaces, in total or in part, the customer's self-generating capability.

Municipal and Cotton Gin - This service is applicable to municipalities, other utilities, and other public agencies for electric service for the operation of water supply, sewage, and/or drainage systems serving the general public supplied at one point of delivery and measured by one meter. In addition, this service is applicable to political subdivisions and eleemosynary institutions for traffic lighting, flood lighting and street lighting service on public streets and highways, in public areas, and upon the grounds of public schoolyard or educational institutions not organized for profit. This service is further applicable to all electric service other than lighting service furnished to cotton gins.

PERIODIC BILLING REQUIREMENT ALLOCATION FACTORS

The following Periodic Billing Requirement Allocation Factors (PBRAF) to be used in the calculation of the TC-3 Rates are calculated using the methods approved by the Commission in the Financing Order. The PBRAFs shall be the percentage of cost responsibility for each Transition Charge-3 customer class.

TRANSITION CHARGE-3 CLASS	PBRAF
Residential	39.2853%
Commercial and Small Industrial – Energy	22.6320%
Commercial and Small Industrial – Demand	29.4288%
Large Industrial – Firm	2.2118%
Large Industrial – Non-Firm	1.9842%
Standby – Firm	1.4922%
Standby – Non-Firm	0.2533%
Municipal and Cotton Gin	2.7124%

DETERMINATION OF TRANSITION CHARGE-3 (TC-3) RATES

TC-3 Rates will be adjusted no less frequently than annually in order to ensure that the expected collection of TC-3s is adequate to pay when due, pursuant to the expected amortization schedule, principal and interest on the Transition Bonds and pay on a timely basis other Qualified Costs. The TC-3 Rates shall be computed by multiplying the PBRAFs times the Periodic Billing Requirement (PBR) for the projected period in which the Adjusted TC-3 Rates are expected to be in effect (TC-3 Period), and dividing such amount by the billing units of the TC-3 customer class, as shown in the following formula:

$$TC\text{-}3_c = [(PBR * PBRAF_c) + P_c] / FBU_c$$

where,

$TC\text{-}3_c$ = Transition Charge-3 Rate applicable to a TC-3 rate class during the TC-3 Period;

PBR = Periodic Billing Requirement for the TC-3 Period;

$PBRAF_c$ = The Periodic Billing Requirement Allocation Factor for such class in effect at such time;

P_c = Prior period over-/under-recovery for such class;

FBU_c = Forecasted Billing Units (i.e., class-specific energy or demand billing units) currently forecast for a class for the TC-3 period.

TRUE-UP ADJUSTMENT PROCEDURE

Not less than 15 days prior to the first billing cycle for the Company's March 2013 billing month, and no less frequently than annually, the Servicer shall file a revised Rider TC-3 setting forth the upcoming TC-3 period's TC-3 Rates (Adjusted TC-3 rates), complete with all supporting materials. The Adjusted TC-3 Rates will become effective on the first billing cycle of the Company's March billing month. The Commission will have 15 days after the date of the true-up filing in which to confirm the accuracy of the of the Servicer's adjustment. Any necessary corrections to the Adjusted TC-3 Rates, due to mathematical errors in the calculation of such rates or otherwise, will be made in a future true-up adjustment filing.

In addition, optional interim true-up adjustments may be made more frequently by the Servicer at any time during the term of the transition bonds to correct any undercollection or overcollection, as provided for in the Financing Order, in order to assure timely payment of the Transition Bonds based on rating agency and bondholder considerations. Mandatory interim true-up adjustments shall be made semi-annually (or quarterly after the last scheduled maturity date of the Transition Bonds) if the Servicer forecasts that transition charge collections will be insufficient to make all scheduled payments of principal, interest and other amounts in respect of the Transition Bonds on a timely basis during the current or next succeeding payment period and/or or to replenish any draws upon the capital subaccount. The interim true-up adjustment will be filed no later than 15 days prior to the following month's first billing cycle for implementation. Filing with and review by the Commission will be accomplished for the interim true-up adjustment in the manner as for the annual true-up adjustment set forth above. In no event will a mandatory interim true–up adjustment occur more frequently than semi-annually provided, however, that mandatory interim true-up adjustments after the last scheduled maturity date of the Transition Bonds shall occur quarterly.

NON-STANDARD TRUE-UP PROCEDURE

In the event that the forecasted billing units for one or more of the Transition Charge-3 customer classes for an upcoming period decreases by more than 10% of the threshold billing units set forth in the Financing Order, the Servicer shall make a non-standard true-up filing at least 90 days before the effective date of the next annual true-up adjustment. The true-up shall be conducted in the following manner. The Servicer shall:

(a) allocate the upcoming period's Periodic Billing Requirement based on the PBRAFs approved in the Financing Order;

(b) calculate undercollections or overcollections from the preceding period in each class by subtracting the previous period's transition charge revenues collected from each class from the Periodic Billing Requirement determined for that class for the same period;

(c) sum the amounts allocated to each customer class in steps (a) and (b) above to determine an adjusted Periodic Billing Requirement for each customer class;

(d) divide the Periodic Billing Requirement for each customer class by the maximum of the forecasted billing units or the threshold billing units for that class, to determine the threshold rate;

(e) multiply the threshold rate by the forecasted billing units for each class to determine the expected collections under the threshold rate;

(f) allocate the difference in the adjusted Periodic Billing Requirement and the expected collections calculated in step (e) among the transition charge-3 customer classes using the PBRAFs approved in this Financing Order;

(g) add the amount allocated to each class in step (f) above to the expected collection amount by class calculated in step (e) above to determine the final Periodic Billing Requirement for each class; and

(h) divide the final Periodic Billing Requirement for each class by the forecasted billing units to determine the transition charge-3 rate by class for the upcoming period.

A proceeding for the purpose of approving a non-standard true-up should be conducted in the following manner:

(a) The Servicer will make a "non-standard true-up filing" with the Commission at least 90 days before the effective date of the proposed true-up adjustment. The filing will contain the proposed changes to the TC-3 Rates, justification for such changes as necessary to specifically address the cause(s) of the proposed non-standard true-up, and a statement of the proposed effective date.

(b) Concurrently with the filing of the non-standard true-up with the Commission, the servicer will notify all parties in Docket No. 39931 of the filing of the proposal for a non-standard true-up.

(c) The Servicer will issue appropriate notice and the Commission will conduct a contested case proceeding on the non-standard true-up proposal pursuant to PURA § 39.003.

The scope of the proceeding will be limited to determining whether the proposed adjustment complies with the Financing Order. The Commission will issue a final order by the proposed effective date stated in the non-standard true-up filing. In the event that the Commission cannot issue an order by that date, the Servicer will be permitted to implement its proposed changes. Any modifications subsequently ordered by the Commission will be made by the Servicer in the next true-up filing.

BILLING AND COLLECTION TERMS AND CONDITIONS

The billing and collection of TC-3s may differ as set forth in this schedule. The terms and conditions for each party are set forth below:

A. Billings by Servicer to other electric utilities, municipally owned utilities, and cooperatives:

1. Applicable to former retail customers of the Company in multiply certificated service areas now taking service from other electric utilities, municipally owned utilities, or cooperatives or through REPs served from other electric utilities, municipally owned utilities, or cooperatives.

2. Charges subject to this tariff must be paid in full by the other electric utility, municipally owned utility, or cooperative to the Servicer 35 days after billing by

the Servicer regardless of whether the electric utility, municipally owned utility, or cooperative collects such charges from the end-use retail customer or from the REP, if applicable.

B. Billings by Servicer to NESG:

1. Applicable to end-use consumption served by on-site non-eligible self generation. The TC-3s applicable to NESG are in addition to the applicable Transition Charges under A above or C below.

2. Payment terms pursuant to the Commission's rules.

3. Rate class determined by summing loads on the transmission and distribution system with loads served by non-eligible generation.

4. Servicer has the right to terminate for non-payment pursuant to the Commission's rules.

C. Billings by the REP or its Replacement to End-Use Customers:

1. Applicable to consumption of all retail end-use customers served by the REP for which TC-3s apply, including applicable former customers and NESG, under the following conditions:

2. REPs shall provide the Servicer with full and timely information necessary to provide proper reporting and for billing and true-up adjustments.

3. Each REP must (1) have a long-term, unsecured credit rating of not less than "BBB-" and "Baa3" (or the equivalent) from Standard & Poor's and Moody's Investors Service, respectively, or (2) provide (A) a deposit of two months' maximum expected Transition Charge-3 collections in the form of cash, (B) an affiliate guarantee, surety bond, or letter of credit providing for payment of such amount of Transition Charge-3 collections in the event that the REP defaults in its payment obligations, or (C) a combination of any of the foregoing. A REP that does not have or maintain the requisite long-term, unsecured credit rating may select which alternate form of deposit, credit support, or combination thereof it will utilize, in its sole discretion. The Indenture Trustee shall be the beneficiary of any affiliate guarantee, surety bond or letter of credit. The provider of any affiliate guarantee, surety bond, or letter of credit must have and maintain a

long-term, unsecured credit ratings of not less than "BBB-" and "Baa3" (or the equivalent) from Standard & Poor's and Moody's Investors Service, respectively.

4. If the long-term, unsecured credit rating from either Standard & Poor's or Moody's Investors Service of a REP that did not previously provide the alternate form of deposit, credit support, or combination thereof or of any provider of an affiliate guarantee, surety bond, or letter of credit is suspended, withdrawn, or downgraded below "BBB-" or "Baa3" (or the equivalent), the REP must provide the alternate form of deposit, credit support, or combination thereof, or new forms thereof, in each case from providers with the requisite ratings, within 10 business days following such suspension, withdrawal, or downgrade. A REP failing to make such provision must comply with the provisions set forth in Paragraph 3 of the next section, Billings by the Servicer to the REP or its Replacement (when applicable).

5. The computation of the size of a required deposit shall be agreed upon by the Servicer and the REP, and reviewed no more frequently than quarterly to ensure that the deposit accurately reflects two months' maximum collections. Within 10 business days following such review, (1) the REP shall remit to the Indenture Trustee the amount of any shortfall in such required deposit or (2) the Servicer shall instruct the Indenture Trustee to remit to the REP any amount in excess of such required deposit. A REP failing to so remit any such shortfall must comply with the provisions set forth in Paragraph 3 of the next section, Billings by the Servicer to the REP or its Replacement (when applicable). REP cash deposits shall be held by the Indenture Trustee, maintained in a segregated account, and invested in short-term high quality investments, as permitted by the rating agencies rating the Transition Bonds. Investment earnings on REP cash deposits shall be considered part of such cash deposits so long as they remain on deposit with the Indenture Trustee. At the instruction of the Servicer, cash deposits will be remitted with investment earnings to the REP at the end of the term of the Transition Bonds unless otherwise utilized for the payment of the REP's obligations for Transition Charge-3 payments. Once the deposit is no longer required, the Servicer shall promptly (but not later than 30 calendar days) instruct the Indenture Trustee to remit the amounts in the segregated accounts to the REP.

6. In the event that a REP or the POLR is billing customers for TC-3s, the REP shall have the right to transfer the customer to the Provider of Last Resort (POLR) (or to another certified REP) or to direct the Servicer to terminate transmission and distribution service to the end-use customer for non-payment by the end-use customer pursuant to applicable Commission rules.

D. Billings by the Servicer to the REP or its Replacement (when applicable):

1. Applicable to all consumption subject to REP billing of TC-3s.

2. Payments of TC-3s are due 35 calendar days following each billing by the Servicer to the REP, without regard to whether or when the REP receives payment from its retail customers. The Servicer shall accept payment by electronic funds transfer (EFT), wire transfer (WT) and/or check. Payment will be considered received the date the EFT or WT is received by the Servicer, or the date the check clears. A 5% penalty is to be charged on amounts received after 35 calendar days; however, a 10-calendar-day grace period will be allowed before the REP is considered to be in default. A REP in default must comply with the provisions set forth in Paragraph 3 below. The 5% penalty will be a one-time assessment measured against the current amount overdue from the REP to the Servicer. The current amount consists of the total unpaid Transition Charges existing on the 36th calendar day after billing by the Servicer. Any and all such penalty payments will be made to the Indenture Trustee to be applied against Transition Charge obligations. A REP shall not be obligated to pay the overdue Transition Charges of another REP. If a REP agrees to assume the responsibility for the payment of overdue Transition Charges as a condition of receiving the customers of another REP who has decided to terminate service to those customers for any reason, the new REP shall not be assessed the 5% penalty upon such Transition Charges; however, the prior REP shall not be relieved of the previously assessed penalties.

3. After the 10 calendar-day grace period (the 45th calendar day after the billing date) referred to in Paragraph 2 above, the Servicer shall have the option to seek recourse against any cash deposit, affiliate guarantee, surety bond, letter of credit, or combination thereof made by the REP, and avail itself of such legal remedies as may be appropriate to collect any remaining unpaid Transition Charges and associated penalties due the Servicer after the application of the REP's deposit or alternate form of credit support. In addition, a REP that is in default with respect to the requirements set forth in Paragraphs 4 and 5 of the previous section, Billings by the REP or its Replacement to End-Use Customers, and Paragraph 2 of this section shall select and implement one of the following options:

(a) Allow the Provider of Last Resort (POLR) or a qualified REP of the customer's choosing to immediately assume the responsibility for the billing and collection of Transition Charges.

(b) Immediately implement other mutually suitable and agreeable arrangements with the Servicer. It is expressly understood that the Servicer's ability to agree to any other arrangements will be limited by the terms of the servicing agreement and requirements of each of the rating agencies that have rated the Transition Bonds necessary to avoid a suspension, withdrawal, or downgrade of the ratings on the Transition Bonds.

(c) Arrange that all amounts owed by retail customers for services rendered be timely billed and immediately paid directly into a lock-box controlled by the Servicer with such amounts to be applied first to pay Transition Charges before the remaining amounts are released to the REP. All costs associated with this mechanism will be borne solely by the REP.

If a REP that is in default fails to immediately select and implement one of the foregoing options in (a), (b), or (c) or, after so selecting one of the foregoing options, fails to adequately meet its responsibilities thereunder, then the Servicer shall immediately implement option (a). Upon re-establishment of the requirements set forth in Paragraphs 4 and 5 of the previous section, Billings by the REP or its Replacement to End-Use Customers, and Paragraph 2 of this section and the payment of all past-due amounts and associated penalties, the REP will no longer be required to comply with this subsection.

4. The POLR will be required to meet the minimum credit rating and/or deposit/credit support requirements described in Paragraph 3 of the preceding section, Billings by the REP or its Replacement to End-Use Customers, in addition to any other standards that may be adopted by the Commission. If the POLR defaults or is not eligible to provide such services, responsibility for billing and collection of transition charges will immediately be transferred to and assumed by the Servicer until a new POLR can be named by the Commission or the customer requests the services of a certified REP. Retail customers may never be re-billed by the successor REP, the POLR, or Servicer for any amount of Transition Charges they have paid their REP (although future TC-3s shall reflect REP and other system-wide charge-offs). Additionally, if the amount of the penalty detailed in Paragraph 2 of this section is the sole remaining past-due amount after the 45th day, the REP shall not be required to comply with (a), (b), or (c) above, unless the penalty is not paid within an additional 30 calendar days.

5. In the event the Servicer is billing customers for Transition Charges, the Servicer shall have the right to terminate transmission and distribution service for non-payment by end-use customers pursuant to the Commission's rules.

6. Notwithstanding Paragraph 2 of this section, the REPs will be allowed to hold back an allowance for charge-offs in their payments to the Servicer. Such charge-off rate will be recalculated each year in connection with the annual true-up procedure. In the initial year, the REPs will be allowed to remit payments based on the same system-wide charge off percentage then being used for the transition bonds issued by AEP Texas Central Transition Funding LLC under the financing order issued in Docket No. 21528 and by AEP Texas Central Transition Funding II LLC under the financing order issued in Docket No. 32475. On an annual basis in connection with the annual true-up adjustment process, the REP and the Servicer will be responsible for reconciling the amounts held back with amounts actually written off as uncollectible in accordance with the terms agreed to by the REP and the Servicer, provided that:

   (a) The REP's right to reconciliation for write-offs will be limited to customers whose service has been permanently terminated and whose entire accounts (i.e., all amounts due the REP for its own account as well as the portion representing Transition Charges) have been written off.

   (b) The REP's recourse will be limited to a credit against future TC-3 payments unless the REP and the Servicer agree to alternative arrangements, but in no event will the REP have recourse to the SPE or its funds for such payments.

   (c) The REP shall provide information on a timely basis to the Servicer so that the Servicer can include the REP's default experience and any subsequent credits into its calculation of the Adjusted TC-3 Rates for the next TC-3 billing period and the REP's rights to credits will not take effect until after such Adjusted TC-3 Rates have been implemented.

7. In the event that a REP disputes any amount of billed Transition Charges, the REP shall pay the disputed amount under protest according to the timelines detailed in Paragraph 2 of this section. The REP and Servicer shall first attempt to informally resolve the dispute, but if failing to do so within 30 calendar days, either party may file a complaint with the Commission. If the REP is successful in the dispute process (informal or formal), the REP shall be entitled to interest on the disputed amount paid to the Servicer at the Commission-approved interest rate. Disputes about the date of receipt of Transition Charge payments (and

penalties arising thereof) will be handled in a like manner. Any interest paid by the Servicer on disputed amounts shall not be recovered through Transition Charges if it is determined that the Servicer's claim to the funds is clearly unfounded. No interest shall be paid by the Servicer if it is determined that the Servicer has received inaccurate metering data from another entity providing competitive metering services pursuant to PURA § 39.107.

8. If the Servicer is providing the metering, the metering data will be provided to the REP at the same time as the billing. If the Servicer is not providing the metering, the entity providing metering service(s) will be responsible for complying with Commission rules and ensuring that the Servicer and the REP receive timely and accurate metering data in order for the Servicer to meet its obligations under the Servicing Agreement and the Financing Order with respect to billing and true-ups.

OTHER TERMS AND CONDITIONS

If the customer, REP, or other entity which, under the terms of the Financing Order or PURA, may be obligated to pay or collect the TC-3s pays only a portion of its bill, a pro-rata share amount of Transition Charge revenues shall be deemed to be collected. In the event of any such shortfall, the amount paid shall first be apportioned between the transition charges and other fees and charges owed to the Company or any successor, other than late fees, ratably based on the amount owed for Transition Charges and the amount owed for other fees and charges (including transition charges owed for transition bonds issued by AEP Texas Central Transition Funding LLC in February 2002 pursuant to the financing order issued by the Commission in Docket No. 21528 and by AEP Texas Central Transition Funding II LLC in October 2006 pursuant to the financing order issued by the Commission in Docket No. 32475), and second, any remaining portion of such payment shall be allocated to late fees.

At least once each year, (i) the Company shall cause to be prepared and delivered to REPs and such customers a notice stating, in effect, that the Transition Property and the Transition Charges are owned by the SPE and not the Company; and (ii) each REP which bills Transition Charges shall cause to be prepared and delivered to such customers a notice stating, in effect, that the Transition Property and the Transition Charges are owned by the SPE and not the REP or the Company. Such notice shall be included either as an insert to or in the text of the bills delivered to such REPs or customers, as applicable, or shall be delivered to customers by electronic means or such other means as the Servicer or the REP may from time to time use to communicate with their respective customers.

6.1.1.2.1.1 Rider TC-3 Refund – Refund of Transition Charges – 3

AVAILABILITY

This schedule is applicable to billed energy consumption and demands of retail customers taking service from the Company during the term that this schedule is in effect, and to the facilities, premises, and loads of all other retail customers obligated to pay TC-3 Charges as provided in Schedule TC-3, Section 6.1.1.2.2. This rider is to refund amounts collected under Rider TC-3 that remain after the maturity and discharge of all obligations of Schedule TC-3 Transition Charges.

RATE CLASSES

For purposes of billing Refund of Transition Carge-3 Rates, each retail end-use customer will be designated as a customer belonging to one of eight classes as identified and defined by Schedule TC-3.

TRANSITION CHARGE-3 RATES

A Retail Customer's refund amount for the billing month shall be determined by multiplying the appropriate per unit factor shown below by the Retail Customer's applicable billing determinant for the current month.

Transition Charge-3 Customer Class	Initial/Adjusted TC-3 Rates	
Residential	$0.000000	per kWh
Commercial and Small Industrial – Energy	$0.000000	per kWh
Commercial and Small Industrial – Demand	$0.000000	per kW or kVa
Large Industrial – Firm	$0.000000	per kW or kVa
Large Industrial – Non-Firm	$0.000000	per kW or kVa
Standby – Firm	$0.000000	per Daily kW or kVa
Standby – Non-Firm	$0.000000	per Daily kW or kVa
Municipal and Cotton Gin	$0.000000	per kWh

TERM

The refund period will begin with the first cycle of the first full billing month after receiving PUCT approval and is anticipated to last two months. While Rider TC-3 Refund rates are expected to be in effect for a period of two months, Rider TC-3 Refund rates shall remain in effect until the aggregate amount of $10,658,830 has been refunded. After the aggregate of $10,658,830 has been refunded, Rider TC-3 Refund shall terminate.

NOTICE

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

6.1.1.3 CHARGES FOR NUCLEAR DECOMMISSIONING

DEFINITIONS

For the purposes of this schedule the following terms shall have the following meanings:

Applicable Legal Authority
The Public Utility Commission of Texas or other authority having jurisdiction over authorizing the Company to collect funds, in support of the Purchaser's Decommissioning Trust, from transmission and distribution service customers for the period this Schedule is in effect.

Company
AEP Texas and its successors and assigns that provide transmission or distribution service to customers taking service at facilities, premises, or loads located within the certificated service area previously served by AEP Texas Central Company.

NDC
Nuclear Decommissioning Charges - the amounts of charges collected by the Company for the future cost of decommissioning Purchaser's Proportionate Share of the Plant.

Plant
Units 1 and 2 of the South Texas Project Electric Generation Station (STP).

Proportionate Share
Company's undivided 25.2% ownership interest in the Plant prior to the transfer of that ownership interest to Purchaser.

PUCT or Commission
The Public Utility Commission of Texas, and any successor thereto.

Purchaser
Texas Genco, LP, and City Public Service Board of San Antonio.

Purchaser's Decommissioning Trust(s) or Trust
Nuclear decommissioning trust funds or, as appropriate, individual accounts within such trust funds established by the Purchaser to hold the Transferred Decommissioning Trust(s) Assets and the remitted NDC.

APPLICABILITY

This Schedule, along with Rider NDC, sets out the rates, terms and conditions under which the NDC shall be billed, collected, and transferred to the Trust.

This schedule is applicable to the kWh energy consumption or billing kW demands of Retail Customers taking transmission and/or distribution service within the certificated service area previously served by AEP Texas Central Company and to facilities, premises and loads of such Retail Customers, as set forth in tariff schedule 6.1.1.3.1, Rider NDC – Nuclear Decommissioning Collections.

DETERMINATION OF NUCLEAR DECOMMISSIONING (NDC) FEES

The NDC fees, as set forth in Rate Schedule 6.1.1.3.1, Rider NDC – Nuclear Decommissioning Collections, are to be determined by dividing the most recent approved NDC class revenue requirement by the forecasted billing determinants of the respective rate class for the projected rate year of the NDC revenue requirements. The total NDC class revenue requirement shall be allocated to each distribution rate class pursuant to the methodology used to allocate NDC costs in the Company's most recent Commission order addressing rate design.

COLLECTIONS AND REMITTANCES

Company, as collection agent for Purchaser, will collect the payments received pursuant to Rider NDC and will remit such on a weekly basis by wire transfer to the Trust.

Company will track the Rider NDC charges billed for each billing cycle and make weekly remittances to the Trust using the process below.

The NDC amounts billed will be deemed to have been collected 35 days from the date of the billings; therefore, each remittance will cover a weekly billing period that occurred 35 days earlier, and will form the basis for the estimated collections from customers for the remittance period. Company will sum the Rider NDC charges for all billing cycles in the remittance period to calculate the estimated NDC collections and will remit to the Trust the estimated collections in the week following when the funds are deemed to be collected. However, once each month, the weekly remittance occurring the week containing the 15th day of the month (or the following week if the 15th day occurs on a weekend or holiday) will include a prior period reconciliation adjustment to true-up the estimated collections remitted during the business month that ended approximately 45 days earlier.

Stated in mathematical terms, the weekly process of remitting to the Trust is as follows:

$$D = A – (B – C)$$

Where the (B – C) adjustment would only occur once a month as described above, and:

- D = Total adjusted amount remitted to the Trust for the current week's deposit.
- A = Estimated Collections for the current week's remittance.
- B = Previous amount remitted as Estimated Collections for the Reconciliation Period.
- C = Actual payments collected for the Reconciliation Period.

The first remittance under this tariff schedule shall occur approximately 35 days after the effective date of Rider NDC – Nuclear Decommissioning Collections.

PRIOR PERIOD RECONCILIATION ADJUSTMENTS

The Reconciliation Period will be a monthly period representing the business month that ended approximately 45 days prior to the week in which the reconciliation is to occur. For each Reconciliation Period, the Company will compare the estimated collections remitted to the Trust to the amounts of NDC charges actually collected. The adjustment will be made once each month to the weekly remittance, as described above, to reflect any difference between the estimated collections remitted and the NDC amounts actually collected during the Reconciliation Period.

PERIODIC PROCEEDINGS

As required and in accordance with the directives of the Applicable Legal Authority relating to NDC, Company shall participate in proceedings pursuant to 16 Texas Administrative Code §25.303 addressing the level of funding for the NDC Trust. Within 45 days after the date the Applicable Legal Authority approves a new NDC class revenue requirement, Company will make a compliance filing of a revised Rate Schedule 6.1.1.3.1, Rider NDC – Nuclear Decommissioning Collections that will reflect the adjustment to the nonbypassable charge as determined by the Applicable Legal Authority. Company shall provide the Purchaser prior notice of the filing of the compliance Rate Schedule.

OTHER TERMS AND CONDITIONS

Company undertakes to perform as collection agent on behalf of Purchaser the collection duties as specifically set forth in this Schedule, and no other covenants or obligations on the part of Company shall be implied.

6.1.1.3.1 RIDER NDC – NUCLEAR DECOMMISSIONING COLLECTIONS

AVAILABILITY

Rider NDC is applicable to the current month's billing kWh energy consumption or billing kW demands (in accordance with the applicable fee listed below) of Retail Customers taking electric delivery service from the Company during the periods this schedule is in effect.

MONTHLY RATE

A Retail Customer's charge for the billing month of June shall be determined by multiplying the appropriate fee shown below by the current month's billing kWh or kW billing demand as determined in the Retail Customer's applicable Rate Schedule. Charges will be based on the same kWh or kW demand values used to calculate Distribution System Charges. Rider NDC rates are only billed in the month of June.

Rate Schedule	Fee
Residential Service	$0.000186 per kWh
Secondary Service Less than or Equal to 10 kW	$0.000174 per kWh
Secondary Service Greater than 10 kW	$0.046998 per Billed kW
Primary Service	$0.048183 per Billed kW
Transmission Service	$0.023565 per Billed kW
Lighting Service	$0.000174 per kWh

NOTICE

This Rate Schedule is subject to the Company's Tariff and Applicable Legal Authority.

6.1.1.4 OTHER CHARGES

6.1.1.4.1 SCHEDULE TCRF – TRANSMISSION COST RECOVERY FACTOR – ERCOT SYSTEM

APPLICABILITY

Each Retail Customer connected to the Company's transmission or distribution system will be assessed a nonbypassable transmission service charge adjustment pursuant to this rider. The charges derived herein, pursuant to 16 TAC §25.193, are necessitated by a change in a transmission service provider's wholesale transmission rate subsequent to Commission approval of the Company's base rate charge for transmission service.

MONTHLY RATE

The REP, on behalf of the Retail Customer, will be assessed this transmission service charge adjustment based on the monthly per unit cost (TCRF) multiplied times the Retail Customer's appropriate monthly billing determinant (kWh, [4CP kW] [4CP kVA] or [NCP kW] [NCP kVA]).

The TCRF shall be calculated for each rate according to the following formula:

$$\frac{\{[\sum_{i=1}^{N}(NWTR_i * NL_i) - \sum_{i=1}^{N}(BWTR_i * NL_i)] * 1/2 * ALLOC\} + ADJ}{BD}$$

Where:

TCRF = Transmission Cost Recovery Factor in dollars per kWh, dollars per [4CP kW] [4CP kVA] or dollars per [NCP kW] [NCP kVA] to be used for billing for each listed rate schedule. The rate schedules are listed under "ALLOC" below.

$NWTR_i$ = The new wholesale transmission rate of a TSP, approved by the Commission by order or pursuant to Commission rules, since the DSP's last rate case.

$BWTR_i$ = The base wholesale transmission rate of the TSP represented in the $NWTR_i$ used to develop the retail transmission charges of the DSP, in the DSP's last rate case.

NL_i = The DSP's individual 4CP load component of the total ERCOT 4CP load information used to develop the $NWTR_i$.

$$ADJ = \sum_{p=1}^{6} \{EXP_p - (REV_p - ADJP\ 1_p - ADJP\ 2_p)\}$$

Where:

ADJ = adjustment to Rate Class TCRF;

EXP_p = transmission expenses not included in base rates for period p;

REV_p = TCRF revenue for period p;

$ADJP1_p$ = $1/6^{th}$ of ADJ calculated in the previous TCRF update for the periods 5 and 6;

$ADJP2_p$ = $1/6^{th}$ of ADJ calculated in second previous TCRF update for the periods 1 through 4;

ALLOC = The class allocator approved by the Commission to allocate the transmission revenue requirement among classes in the DSP's last rate case, unless otherwise ordered by the Commission.

The Allocation Factor for each listed rate schedule is as follows:

Residential Service		47.309%
Secondary Service Less Than or Equal to 10 kW		1.704%
Secondary Service Greater Than 10 kW		
	4CP	3.152%
	NCP	28.071%
Primary Service		
	4CP	9.803%
	NCP	0.654%
Transmission Service		9.307%

BD = each class's billing determinant (kilowatt-hour (kWh), or kilowatt (kW), or kilovolt-ampere (kVa)) for the previous March 1 through August 31 period for the March 1 TCRF update, and for the previous September 1 through February 28 period for the September 1 TCRF update.

NOTICE

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

6.1.1.4.1.1 Rider TCRF - Transmission Cost Recovery Factor

Residential		$0.017194	per kWh
Secondary Service Less Than or Equal to 10 kW		$0.009298	per kWh
Secondary Service Greater Than 10 kW			
	4CP	$6.232736	per Avg.4CP kW
	NCP	$4.139791	per kW
Primary Voltage Distribution Line Service			
	4CP	$6.441555	per Avg.4CP kW
	NCP	$2.992956	per kW
Primary Voltage Substation Service			
	4CP	$6.374133	per Avg.4CP kW
	NCP	$1.301025	per kW
Transmission Service		$5.956038	per Avg.4CP kW

NOTICE

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

6.1.1.4.2 RIDER EECRF – ENERGY EFFICIENCY COST RECOVERY FACTORS

AVAILABILITY

Rider EECRF recovers the cost of energy efficiency programs not already included in base distribution service rates and is applicable to the kWh sales of Retail Customers taking retail electric delivery service from the Company.

APPLICABILITY

The Rider EECRF is applicable to the current month's billed kWh of each Retail Customer taking electric delivery service from the Company.

MONTHLY RATE

Rate Schedule

	Factor
Residential Service	$0.001101 per kWh
Secondary Service Less Than or Equal to 10 kW	$0.000810 per kWh
Secondary Service Greater Than 10 kW	$0.000743 per kWh
Primary Service	$0.000502 per kWh

NOTICE

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

6.1.1.4.3 RIDER CMC – COMPETITIVE METER CREDIT

AVAILABILITY

Applicable to the electric service identifier (ESI ID) of a non-residential Retail Customer that has executed the Company's Agreement For Meter Ownership and/or Access and for which the Company has installed a Non-Company Owned Billing Meter. An applicable ESI ID will receive only one Competitive Metering Credit per month.

MONTHLY COMPETITIVE METERING CREDIT

The Retail Electric Provider of record for the applicable ESI ID will receive one credit per month for the Retail Customer's utilization of a Non-Company Owned Billing Meter according to the table below, based on ESI ID's rate class, subclass and meter type, if applicable.

Rate Class	Monthly Credit
Secondary <= 10 KW	$1.21
Secondary > 10 kW	$2.17
Primary	$23.00
Transmission	$140.00

NOTICE

This Rate Schedule is subject to the Company's Tariff and Applicable Legal Authorities.

6.1.1.4.4 SCHEDULE DCRF – DISTRIBUTION COST RECOVERY FACTOR

APPLICABILITY

Each Retail Customer connected to the Company's distribution system will be assessed a distribution service charge adjustment pursuant to this rider. The charges derived herein are pursuant to the requirements of 16 TAC §25.243, subsection (d).

MONTHLY RATE

The REP on behalf of the Retail Customer, will be assessed this Distribution Cost Recovery Factor (DCRF) based on the monthly per-unit cost (DCRF factor) multiplied times the Retail Customer's appropriate monthly billing Distribution Service billing determinant (kilowatt-hour [kWh] or kilowatt [kW]).

The DCRF shall be determined for each rate by the following formula:

$[((DIC_C - DIC_{RC}) * ROR_{AT}) + (DEPR_C – DEPR_{RC}) + (FIT_C – FIT_{RC}) + (OT_C – OT_{RC}) –\Sigma(DISTREV_{RC\text{-}CLASS} * \%GROWTH_{CLASS})] * ALLOC_{CLASS} / BD_{C\text{-}CLASS}$	
Where:	DIC_C = Current Net Distribution Invested Capital.
	DIC_{RC} = Net Distribution Invested Capital from the last comprehensive base-rate proceeding.
	ROR_{AT} = After-Tax Rate of Return as defined in 16 TAC § 25.243, subsection (d).
	$DEPR_C$ = Current Depreciation Expense, as related to Current Gross Distribution Invested Capital, calculated using the currently-approved depreciation rates.
	$DEPR_{RC}$ = Depreciation Expense, as related to Gross Distribution Invested Capital, from the last comprehensive base-rate proceeding.
	FIT_C = Current Federal Income Tax, as related to Current Net Distribution Invested Capital, including the change in federal income taxes related to the change in return on rate base and synchronization of interest associated with the change in rate base resulting from additions to and retirements of distribution plant as used to compute Net Distribution Invested Capital.

	FIT_{RC} = Federal Income Tax, as related to Net Distribution Invested Capital from the last comprehensive base-rate proceeding.
	OT_{C} = Current Other Taxes (taxes other than income taxes and taxes associated with the return on rate base), as related to Current Net Distribution Invested Capital, calculated using current tax rates and the methodology from the last comprehensive base-rate proceeding, and not including municipal franchise fees.
	OT_{RC} = Other Taxes, as related to Net Distribution Invested Capital from the last comprehensive base-rate proceeding, and not including municipal franchise fees.
	$DISTREV_{RC\text{-}CLASS}$ (Distribution Revenues by rate class based on Net Distribution Invested Capital from the last comprehensive base-rate proceeding) = (DICRC-CLASS * RORAT) + DEPRRC-CLASS + FITRC-CLASS + OTRC-CLASS.
	$\%GROWTH_{CLASS}$ (Growth in Billing Determinants by Class) = (BDC-CLASS – BDRC-CLASS) / BDRC-CLASS
Where:	$DIC_{RC\text{-}CLASS}$ = Net Distribution Invested Capital allocated to the rate class from the last comprehensive base-rate proceeding.
	$DEPR_{RC\text{-}CLASS}$ = Depreciation Expense, as related to Gross Distribution Invested Capital, allocated to the rate class in the last comprehensive base-rate proceeding.
	$FIT_{RC\text{-}CLASS}$ = Federal Income Tax, as related to Net Distribution Invested Capital, allocated to the rate class in the last comprehensive base-rate proceeding.
	$OT_{RC\text{-}CLASS}$ = Other Taxes, as related to Net Distribution Invested Capital, allocated to the rate class in the last comprehensive base-rate proceeding, and not including municipal franchise fees.
	$ALLOC_{CLASS}$ = Rate Class Allocation Factor approved in the last comprehensive base-rate proceeding, calculated as: total net distribution plant allocated to rate class, divided by total net distribution plant.
	$BD_{C\text{-}CLASS}$ = Rate Class Billing Determinants (weather-normalized and adjusted to reflect the number of customers at the end of the period) for the 12 months ending on the date used for purposes of determining the Current Net Distribution Invested Capital.
	$BD_{RC\text{-}CLASS}$ = Rate Class Billing Determinants used to set rates in the last comprehensive base-rate proceeding.

6.1.1.4.4.1 RIDER DCRF

Rate Schedule	Factor	Unit
Residential	$0.003660	per kWh
Secondary Service Less Than or Equal to 10 kW	$0.005594	per kWh
Secondary Service Greater Than 10 kW	$0.735577	per Distribution Billing kW
Primary Voltage Distribution Line Service	$0.504665	per Distribution Billing kW
Primary Voltage Substation Service	$0.110083	per Distribution Billing kW
Transmission Service	$0.002295	per Distribution Billing kW
Lighting Service	$0.005594	per kWh
WDS-DESR	$0.243623	per Distribution Billing kW

NOTICE

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

6.1.1.4.5 RIDER ITR - INCOME TAX REFUND RIDER

APPLICABILITY

This rider provides each retail customer connected to the Company's distribution system with certain tax benefits associated with the Tax Basis Balance Sheet (TBBS) Adjustments approved in Docket No. 56165. The credits begin with the effective date of new rates approved by Final Order of the Commission.

EFFECTIVE PERIOD

The refunds will be returned to a Retail Customer's Retail Electric Provider (REP) beginning with the effective date of the rates approved in the Final Order in AEP Texas' base rate case and will remain in effect for one year from the original effective date of this rider or until the Commission-approved amount is refunded. The reconciliation of Rider ITR determined the refund should remain in effect for one additional billing month. The one-month Reconciliation Factor is below.

MONTHLY RATE

The monthly Income Tax Refund Class Factor (ITR) factor provides for an adjustment to the monthly Base Rate Charges of each applicable rate schedule. The REP on behalf of the Retail Customer, will be credited the Income Tax Refund based on the monthly credit factor for each rate class (ITR Factor) multiplied by the Retail Customer's monthly base rate revenue during the effective period. Base rate revenue includes the Customer Charge, the Metering Charge, the Distribution System Charge, and the Facilities Charge for Lighting Customers, as shown in the Monthly Rate, Section I of each Retail Delivery Rate Schedule. The ITR Factors are shown below.

Rate Schedule	ITR Factor
Residential Service	0.000000
Secondary Service <= 10 kW	0.000000
Secondary Service > 10 kW	0.000000
Primary Line Service	0.000000
Primary Substation Service	0.000000
Transmission Service	0.000000
Lighting Service	0.000000

NOTICE

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

6.1.1.4.6 SCHEDULE SRC–SYSTEM RESTORATION CHARGE

DEFINITIONS

For the purposes of this schedule the following terms shall have the following meanings:

Company – AEP Texas and its successors and assigns that provide transmission or distribution service directly to customers taking service at facilities, premises, or loads located within the Service Area.

Financing Order – the Financing Order issued by the Public Utility Commission of Texas (Commission) in Docket No. 49308 under Subchapter I of Chapter 36 and Subchapter G of Chapter 39 of the Texas Public Utility Regulatory Act (PURA) providing for the issuance by the Special Purpose Entity (SPE) of system restoration bonds to securitize the amount of qualified costs (Qualified Costs) determined by the Commission in such order.

Non-Eligible Self-Generation (NESG) – Electric generation capacity greater than 10 megawatts capable of being lawfully delivered to a site without use of utility distribution or transmission facilities and which was not, on or before the date the Financing Order is issued, either (A) a fully operational facility, or (B) a project supported by substantially complete filings for all necessary site-specific environmental permits under the rules of the Texas Commission on Environmental Quality, and which materially reduces or reduced customer loads on the Company's transmission and distribution system

Retail Electric Provider (REP) – the entity which serves the customer's energy needs, and will remit to the Servicer the System Restoration Charges billed in accordance with this schedule.

Service Area – the Company's certificated Central Division service area, the service area previously served by AEP Texas Central Company, as it existed on the date of approval of the Financing Order in Docket No. 49308.

Servicer – on the effective date of this tariff, the Company shall act as Servicer. However, the SPE may select another party to function as Servicer or the Company may resign as Servicer in accordance with terms of the Servicing Agreement and Financing Order issued in Docket No. 49308. A Servicer selected under these conditions shall assume the obligations of the Company as Servicer under this schedule. As used in this schedule, the term Servicer includes any successor Servicer.

Special Purpose Entity (SPE) – the owner of Transition Property, on behalf of whom the SRCs are collected.

System Restoration Charge (SRC) – a non-bypassable charge computed on the basis of individual end-use retail customer consumption, except for SRCs applicable to NESG for which charges are based on the output of the on-site generation utilized to meet the internal electrical requirements of the customer.

(a) For customers whose facilities, premises, and loads are subject to SRCs billed and collected pursuant to the System Restoration Charge Rates (SRC Rates) under this schedule, the SRC Rates shall constitute a separate charge.

(b) The assessment of SRCs will be separately identified on the bills sent to REPs.

APPLICABILITY

This schedule, along with Rider SRC, sets out the rates, terms and conditions under which SRCs shall be billed and collected by the Company, any successor Servicer(s), and any REPs on behalf of the owner of Transition Property pursuant to the terms of the Financing Order. This schedule is applicable to energy consumption and demands of retail customers taking transmission and distribution service from the Company and to facilities, premises and loads of such retail customers.

This schedule also applies to:

1. Retail customers taking service at facilities, premises, or loads located within the Service Area who are not presently receiving transmission and distribution service from the Company, but whose present facilities, premises, or loads received transmission and distribution service from the Company at any time on or after the date of approval of the Financing Order in Docket No. 49308 when a request to change service to another utility was not pending as of that date.

2. Retail customers located within the Service Area and prior retail customers of the Company who are served by new NESG.

Individual end-use customers are responsible for paying SRCs billed to them in accordance with the terms of this schedule. Payment is to be made to the entity that bills the customer in accordance with the terms of the Servicing Agreement and the Financing Order, which entity

may be the Company, a successor Servicer, a REP, an entity designated to collect SRCs in place of the REP, or other entity which, under the terms of the Financing Order or PURA, may be obligated to pay or collect the SRCs. The REP, an entity designated to collect SRCs in place of the REP, or another entity which, under the terms of the Financing Order or PURA, is obligated to pay or collect the SRCs will pay the SRCs to the Servicer. The Servicer will remit collections to the SPE in accordance with the terms of the Servicing Agreement.

TERM

This schedule shall remain in effect until SRCs have been collected and remitted to the SPE which are sufficient in amount to satisfy all obligations of the SPE in regard to paying principal and interest on the System Restoration Bonds together with all other qualified costs as provided in PURA section 36.403(d). However, in no event shall the SRCs provided for in this schedule be collected for service rendered after 15 years from issuance of the System Restoration Bonds. SRCs for service rendered during the 15-year period following issuance of the System Restoration Bonds pursuant to the Financing Order, but not collected during that 15-year period, may be collected after the 15-year period. This schedule is irrevocable and non-bypassable for the full term during which it applies.

RATE CLASSES

For the purposes of billing SRCs, each retail end-use customer shall be designated as a customer in one of the following five customer classes. A new customer shall be assigned to the appropriate customer class based on anticipated usage characteristics.

Residential
Secondary Service Less Than or Equal to 10 kW
Secondary Service Greater Than 10 kW
Primary Service
Lighting Service

PERIODIC BILLING REQUIREMENT ALLOCATION FACTORS

The following Periodic Billing Requirement Allocation Factors (PBRAF) to be used in the calculation of the SRC Rates are calculated using the methods approved by the Commission in the Financing Order. The PBRAFs shall be the percentage of cost responsibility for each System Restoration Charge customer class.

System Restoration Charge Class	PBRAF
Residential	52.5194%
Secondary Service Less Than or Equal to 10 kW	2.9287%
Secondary Service Greater Than 10 kW	31.8567%
Primary Service	6.0053%
Lighting Service	6.6899%

DETERMINATION OF SYSTEM RESTORATION CHARGE (SRC) RATES

SRC Rates will be adjusted no less frequently than annually in order to ensure that the expected collection of SRCs is adequate to pay when due, pursuant to the expected amortization schedule, principal and interest on the System Restoration Bonds and pay on a timely basis other Qualified Costs. The SRC Rates shall be computed by multiplying the PBRAFs times the Periodic Billing Requirement (PBR) for the projected period in which the adjusted SRC Rates are expected to be in effect (SRC Period), and dividing such amount by the billing units of the SRC customer class, as shown in the following formula:

$$SRC_c = [(PBR * PBRAF_c) + P_c] / FBU_c$$

where,

SRC_c = System Restoration Charge Rate applicable to a SRC rate class during the SRC Period;

PBR = Periodic Billing Requirement for the SRC Period;

$PBRAF_c$ = The Periodic Billing Requirement Allocation Factor for such class in effect at such time;

P_c = Prior period over-/under-recovery for such class;

FBU_c = Forecasted Billing Units (i.e., class-specific energy or demand billing units) currently forecast for a class for the SRC period.

TRUE-UP ADJUSTMENT PROCEDURE

Not less than 15 days prior to the first billing cycle for the Company's September billing month, and no less frequently than annually, the Servicer shall file a revised Rider SRC setting forth the upcoming SRC period's SRC Rates, complete with all supporting materials. The adjusted SRC Rates will become effective on the first billing cycle of the Company's September billing month. The Commission will have 15 days after the date of the true-up filing in which to confirm the

accuracy of the of the Servicer's adjustment. Any necessary corrections to the adjusted SRC Rates, due to mathematical errors in the calculation of such rates or otherwise, will be made in a future true-up adjustment filing.

In addition, optional interim true-up adjustments may be made more frequently by the Servicer at any time during the term of the system restoration bonds to correct any undercollection or overcollection, as provided for in the Financing Order, in order to assure timely payment of the System Restoration Bonds based on rating agency and bondholder considerations. Mandatory interim true-up adjustments shall be made semi-annually (or quarterly after the final scheduled payment date of the last tranche of the System Restoration Bonds) if the Servicer forecasts that system restoration charge collections will be insufficient to make all scheduled payments of principal, interest and other amounts in respect of the System Restoration Bonds on a timely basis during the current or next succeeding payment period and/or or to replenish any draws upon the capital subaccount. The interim true-up adjustment will be filed no later than 15 days prior to the following month's first billing cycle for implementation. Filing with and review by the Commission will be accomplished for the interim true-up adjustment in the manner as for the annual true-up adjustment set forth above. In no event will a mandatory interim true–up adjustment occur more frequently than every six months provided, however, that mandatory interim true-up adjustments after the final scheduled payment date of the last tranche of the System Restoration Bonds shall occur quarterly.

In the event that the forecasted billing units for one or more of the System Restoration Charge customer classes for an upcoming period decreases by more than 10% of the threshold billing units set forth in the Financing Order, the Servicer shall make a true-up filing at least 90 days before the effective date of the next annual true-up adjustment. The true-up shall be conducted in the following manner. The Servicer shall:

(a) allocate the upcoming period's Periodic Billing Requirement based on the PBRAFs approved in the Financing Order:

(b) calculate undercollections or overcollections from the preceding period in each class by subtracting the previous period's system restoration charge revenues collected from each class from the Periodic Billing Requirement determined for that class for the same period;

(c) sum the amounts allocated to each customer class in steps (a) and (b) above to determine an adjusted Periodic Billing Requirement for each customer class;

(d) divide the Periodic Billing Requirement for each customer class by the maximum of the forecasted billing units or the threshold billing units for that class, to determine the threshold rate;

(e) multiply the threshold rate by the forecasted billing units for each class to determine the expected collections under the threshold rate;

(f) allocate the difference in the adjusted Periodic Billing Requirement and the expected collections calculated in step (e) among the system restoration charge customer classes using the PBRAFs approved in this Financing Order;

(g) add the amount allocated to each class in step (f) above to the expected collection amount by class calculated in step (e) above to determine the final Periodic Billing Requirement for each class; and

(h) divide the final Periodic Billing Requirement for each class by the forecasted billing units to determine the system restoration charge rate by class for the upcoming period. The final Periodic Billing Requirement class percentage of the total Periodic Billing Requirement equals the adjusted PBRAFs.

BILLING AND COLLECTION TERMS AND CONDITIONS

The billing and collection of SRCs may differ as set forth in this schedule. The terms and conditions for each party are set forth below:

A. Billings by Servicer to other electric utilities, municipally owned utilities, and cooperatives:

1. Applicable to former retail customers of the Company in multiply certificated service areas who requested to switch from the Company to a different service provider on or after approval of the Financing Order, and are now taking service from other electric utilities, municipally owned utilities, or cooperatives or through REPs served from other electric utilities, municipally owned utilities, or cooperatives.

2. Charges subject to this tariff must be paid in full by the other electric utility, municipally owned utility, or cooperative to the Servicer 35 days after billing by the Servicer regardless of whether the electric utility, municipally owned utility, or cooperative collects such charges from the end-use retail customer or from the REP, if applicable.

B. Billings by Servicer to NESG:

1. Applicable to end-use consumption served by on-site non-eligible self generation. The SRCs applicable to NESG are in addition to the applicable System Restoration Charges under A above or C below.

2. Payment terms pursuant to the requirements of PURA, applicable Commission rules, and the Commission's Financing Order in Docket No. 49308.

3. Rate class determined by summing loads on the transmission and distribution system with loads served by non-eligible generation.

4. Servicer has the right to terminate for non-payment pursuant to the Commission's rules.

C. Billings by the REP or its Replacement to End-Use Customers:

1. Applicable to consumption of all retail end-use customers served by the REP for which SRCs apply, including applicable former customers and NESG, under the following conditions:

2. REPS shall provide the Servicer with full and timely information necessary to provide proper reporting and for billing and true-up adjustments.

3. Each REP must (1) have a long-term, unsecured credit rating of not less than "BBB-" and "Baa3" (or the equivalent) from Standard & Poor's and Moody's Investors Service, respectively, or (2) provide (A) a deposit of two months' maximum expected System Restoration Charge collections in the form of cash, (B) an affiliate guarantee, surety bond, or letter of credit providing for payment of such amount of System Restoration Charge collections in the event that the REP defaults in its payment obligations, or (C) a combination of any of the foregoing. A REP that does not have or maintain the requisite long-term, unsecured credit rating may select which alternate form of deposit, credit support, or combination thereof it will utilize, in its sole discretion. The Indenture Trustee shall be the beneficiary of any affiliate guarantee, surety bond or letter of credit. The provider of any affiliate guarantee, surety bond, or letter of credit must have and maintain a long-term, unsecured credit ratings of not less than "BBB-" and "Baa3" (or the equivalent) from Standard & Poor's and Moody's Investors Service, respectively.

4. If the long-term, unsecured credit rating from either Standard & Poor's or Moody's Investors Service of a REP that did not previously provide the alternate form of deposit, credit support, or combination thereof or of any provider of an affiliate guarantee, surety bond, or letter of credit is suspended, withdrawn, or downgraded below "BBB-" or "Baa3" (or the equivalent), the REP must provide the alternate form of deposit, credit support, or combination thereof, or new forms thereof, in each case from providers with the requisite ratings, within 10 business days following such suspension, withdrawal, or downgrade. A REP failing to make such provision must comply with the provisions set forth in Paragraph 3 of the next section, Billings by the Servicer to the REP or its Replacement (when applicable).

5. The computation of the size of a required deposit shall be agreed upon by the Servicer and the REP, and reviewed no more frequently than quarterly to ensure that the deposit accurately reflects two months' maximum collections. Within 10 business days following such review, (1) the REP shall remit to the Indenture Trustee the amount of any shortfall in such required deposit or (2) the Servicer shall instruct the Indenture Trustee to remit to the REP any amount in excess of such required deposit. A REP failing to so remit any such shortfall must comply

with the provisions set forth in Paragraph 3 of the next section, Billings by the Servicer to the REP or its Replacement (when applicable). REP cash deposits shall be held by the Indenture Trustee, maintained in a segregated account, and invested in short-term high quality investments, as permitted by the rating agencies rating the System Restoration Bonds. Investment earnings on REP cash deposits shall be considered part of such cash deposits so long as they remain on deposit with the Indenture Trustee. At the instruction of the Servicer, cash deposits will be remitted with investment earnings to the REP at the end of the term of the System Restoration Bonds unless otherwise utilized for the payment of the REP's obligations for System Restoration Charge payments. Once the deposit is no longer required, the Servicer shall promptly (but not later than 30 calendar days) instruct the Indenture Trustee to remit the amounts in the segregated accounts to the REP.

6. In the event that a REP or the POLR is billing customers for SRCs, the REP shall have the right to transfer the customer to the Provider of Last Resort (POLR) (or to another certified REP) or to direct the Servicer to terminate transmission and distribution service to the end-use customer for non-payment by the end-use customer pursuant to applicable Commission rules.

D. Billings by the Servicer to the REP or its Replacement (when applicable):

1. Applicable to all consumption subject to REP billing of SRCs.

2. Payments of SRCs are due 35 calendar days following each billing by the Servicer to the REP, without regard to whether or when the REP receives payment from its retail customers. The Servicer shall accept payment by electronic funds transfer (EFT), wire transfer (WT) and/or check. Payment will be considered received the date the EFT or WT is received by the Servicer, or the date the check clears. A 5% penalty is to be charged on amounts received after 35 calendar days; however, a 10-calendar-day grace period will be allowed before the REP is considered to be in default. A REP in default must comply with the provisions set forth in Paragraph 3 below. The 5% penalty will be a one-time assessment measured against the current amount overdue from the REP to the Servicer. The current amount consists of the total unpaid System Restoration Charges existing on the 36th calendar day after billing by the Servicer. Any and all such penalty payments will be made to the Indenture Trustee to be applied against System Restoration Charge obligations. A REP shall not be obligated to pay the overdue System Restoration Charges of another REP. If a REP agrees to assume the responsibility for the payment of overdue System Restoration Charges

as a condition of receiving the customers of another REP who has decided to terminate service to those customers for any reason, the new REP shall not be assessed the 5% penalty upon such System Restoration Charges; however, the prior REP shall not be relieved of the previously assessed penalties.

3. After the 10 calendar-day grace period (the 45th calendar day after the billing date) referred to in Paragraph 2 above, the Servicer shall have the option to seek recourse against any cash deposit, affiliate guarantee, surety bond, letter of credit, or combination thereof made by the REP, and avail itself of such legal remedies as may be appropriate to collect any remaining unpaid System Restoration Charges and associated penalties due the Servicer after the application of the REP's deposit or alternate form of credit support. In addition, a REP that is in default with respect to the requirements set forth in Paragraphs 4 and 5 of the previous section, Billings by the REP or its Replacement to End-Use Customers, and Paragraph 2 of this section shall select and implement one of the following options:

(a) Allow the Provider of Last Resort (POLR) or a qualified REP of the customer's choosing to immediately assume the responsibility for the billing and collection of System Restoration Charges.

(b) Immediately implement other mutually suitable and agreeable arrangements with the Servicer. It is expressly understood that the Servicer's ability to agree to any other arrangements will be limited by the terms of the servicing agreement and requirements of each of the rating agencies that have rated the System Restoration Bonds necessary to avoid a suspension, withdrawal, or downgrade of the ratings on the System Restoration Bonds.

(c) Arrange that all amounts owed by retail customers for services rendered be timely billed and immediately paid directly into a lock-box controlled by the Servicer with such amounts to be applied first to pay System Restoration Charges before the remaining amounts are released to the REP. All costs associated with this mechanism will be borne solely by the REP.

If a REP that is in default fails to immediately select and implement one of the foregoing options in (a), (b), or (c) or, after so selecting one of the foregoing options, fails to adequately meet its responsibilities thereunder, then the Servicer shall immediately implement option (a). Upon re-establishment of the

requirements set forth in Paragraphs 4 and 5 of the previous section, Billings by the REP or its Replacement to End-Use Customers, and Paragraph 2 of this section and the payment of all past-due amounts and associated penalties, the REP will no longer be required to comply with this subsection.

4. The POLR will be required to meet the minimum credit rating and/or deposit/credit support requirements described in Paragraph 3 of the preceding section, Billings by the REP or its Replacement to End-Use Customers, in addition to any other standards that may be adopted by the Commission. If the POLR defaults or is not eligible to provide such services, responsibility for billing and collection of transition charges will immediately be transferred to and assumed by the Servicer until a new POLR can be named by the Commission or the customer requests the services of a certified REP. Retail customers may never be re-billed by the successor REP, the POLR, or Servicer for any amount of System Restoration Charges they have paid their REP (although future SRCs shall reflect REP and other system-wide charge-offs). Additionally, if the amount of the penalty detailed in Paragraph 2 of this section is the sole remaining past-due amount after the 45th day, the REP shall not be required to comply with (a), (b), or (c) above, unless the penalty is not paid within an additional 30 calendar days.

5. In the event the Servicer is billing customers for System Restoration Charges, the Servicer shall have the right to terminate transmission and distribution service for non-payment by end-use customers pursuant to the Commission's rules.

6. Notwithstanding Paragraph 2 of this section, the REPs will be allowed to hold back an allowance for charge-offs in their payments to the Servicer. Such charge-off rate will be recalculated each year in connection with the annual true-up procedure. In the initial year, the REPs will be allowed to remit payments based on the same system-wide charge off percentage then being used for the transition bonds issued by AEP Texas Central Transition Funding III LLC under the financing order issued in Docket No. 39931. On an annual basis in connection with the annual true-up adjustment process, the REP and the Servicer will be responsible for reconciling the amounts held back with amounts actually written off as uncollectible in accordance with the terms agreed to by the REP and the Servicer, provided that:

(a) The REP's right to reconciliation for write-offs will be limited to customers whose service has been permanently terminated and whose entire accounts (i.e., all amounts due the REP for its own account as well as the portion representing System Restoration Charges) have been written off.

(b) The REP's recourse will be limited to a credit against future SRC payments unless the REP and the Servicer agree to alternative arrangements, but in no event will the REP have recourse to the SPE or its funds for such payments.

(c) The REP shall provide information on a timely basis to the Servicer so that the Servicer can include the REP's default experience and any subsequent credits into its calculation of the adjusted SRC Rates for the next SRC billing period and the REP's rights to credits will not take effect until after such adjusted SRC Rates have been implemented.

7. In the event that a REP disputes any amount of billed System Restoration Charges, the REP shall pay the disputed amount under protest according to the timelines detailed in Paragraph 2 of this section. The REP and Servicer shall first attempt to informally resolve the dispute, but if failing to do so within 30 calendar days, either party may file a complaint with the Commission. If the REP is successful in the dispute process (informal or formal), the REP shall be entitled to interest on the disputed amount paid to the Servicer at the Commission-approved interest rate. Disputes about the date of receipt of System Restoration Charge payments (and penalties arising thereof) will be handled in a like manner. Any interest paid by the Servicer on disputed amounts shall not be recovered through System Restoration Charges if it is determined that the Servicer's claim to the funds is clearly unfounded. No interest shall be paid by the Servicer if it is determined that the Servicer has received inaccurate metering data from another entity providing competitive metering services pursuant to PURA section 39.107.

8. If the Servicer is providing the metering, the metering data will be provided to the REP at the same time as the billing. If the Servicer is not providing the metering, the entity providing metering service(s) will be responsible for complying with Commission rules and ensuring that the Servicer and the REP receive timely and accurate metering data in order for the Servicer to meet its obligations under the Servicing Agreement and the Financing Order with respect to billing and true-ups.

OTHER TERMS AND CONDITIONS

If the customer, REP, or other entity which, under the terms of the Financing Order or PURA, may be obligated to pay or collect the SRCs, pays only a portion of its bill, a pro-rata shareamount of System Restoration Charge revenues shall be deemed to be collected. In the event of any such shortfall, the amount paid shall first be apportioned between the system restoration charges and other fees and charges owed to the Company or any successor, other than late fees, ratably based on the amount owed for System Restoration Charges and the amount owed for other fees and charges (including system restoration charges owed for system restoration bonds), and second, any remaining portion of such payment shall be allocated to late fees.

At least once each year, (i) the Company shall cause to be prepared and delivered to REPs and such customers a notice stating, in effect, that the Transition Property and the System Restoration Charges are owned by the SPE and not the Company; and (ii) each REP which bills System Restoration Charges shall cause to be prepared and delivered to such customers a notice stating, in effect, that the Transition Property and the System Restoration Charges are owned by the SPE and not the REP or the Company. Such notice shall be included either as an insert to or in the text of the bills delivered to such REPs or customers, as applicable, or shall be delivered to customers by electronic means or such other means as the Servicer or the REP may from time to time use to communicate with their respective customers.

NOTICE

This Rate Schedule is subject to the Company's Tariff and Applicable Legal Authorities.

6.1.1.4.6.1 RIDER SRC – SYSTEM RESTORATION CHARGE FACTORS

AVAILABILITY

This schedule is applicable to billed energy consumption and demands of retail customers taking service from the Company during the term that this schedule is in effect, and to the facilities, premises, and loads of all other retail customers obligated to pay Rider SRC Charges as provided in Schedule SRC, Section 6.1.1.4.6. Terms defined in Schedule SRC that are used herein shall have the same meaning as set forth in Schedule SRC.

RATE CLASSES

For purposes of billing System Restoration Charge Rates (SRC Rates), each retail end-use customer will be designated as a customer belonging to one of five classes as identified by Schedule SRC.

SYSTEM RESTORATION CHARGE RATES

System Restoration Charge Customer Class	SRC Rates	
Residential	$0.001217	per kWh
Secondary Service Less Than or Equal to 10 kW	$0.001515	per kWh
Secondary Service Greater Than 10 kW	$0.347697	per Distribution Billing kW
Primary Service	$0.227520	per Distribution Billing kW
Lighting Service	$0.012659	per kWh

The SRC Rates are multiplied by the kWh or kW, as applicable, read, estimated or determined during the billing month and will be applied to bills rendered on and after the effective date.

SYSTEM RESTORATION CHARGE TRUE-UP

The Restoration Charge Rates shall be determined in accordance with and are subject to the provisions set forth in the Financing Order and Schedule SRC. Not less than 15 days prior to the first billing cycle for the Company's September billing month and no less frequently than annually thereafter, the Company or successor Servicer will file a revision to Rider SRC setting forth the adjusted SRC Rates to be effective for the upcoming period. If made as a result of the annual true-up adjustment in Schedule SRC, the adjusted SRC Rates will become effective on the first billing cycle of the Company's September billing month. In accordance with Schedule SRC, an interim true-up is mandatory semi-annually (or quarterly after the final scheduled payment date of the last

tranche of the system restoration bonds) if the Servicer forecasts that system restoration charge collections will be insufficient to make all scheduled payments of principal, interest and other amounts in respect of the System Restoration Bonds on a timely basis during the current or next succeeding payment period and/or or to replenish any draws upon the capital subaccount. Optional interim true-ups may also be made at any time as described in Schedule SRC. If an interim true-up adjustment is made pursuant to Schedule SRC, the Adjusted SRC Rates will be become effective on the first billing cycle of the Company's billing month that is not less than 15 days following the making of the interim true-up adjustment filing. In the event that the forecasted billing units for one or more of the System Restoration Charge customer classes for an upcoming period decreases by more than 10% of the threshold billing units set forth in the Financing Order, the Servicer shall make a true-up filing at least 90 days prior to the first billing cycle for the Company's September billing month.

NOTICE

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

6.1.1.4.7 RIDER ADFIT – ADFIT CREDIT

APPLICABILITY

Pursuant to Public Utility Commission of Texas Docket No. 49308, the ADFIT Credit is a negative charge to customers subject to Schedule SRC to provide customers the accumulated deferred federal income tax (ADFIT) benefits associated with Hurricane Harvey and other system restoration costs.

This schedule is applicable to billed energy consumption and demands of retail customers taking service from the Company during the term that this schedule is in effect, and to the facilities, premises, and loads of all other retail customers obligated to pay Rider SRC Charges as provided in Schedule SRC, Section 6.1.1.4.6.1 Terms defined in Schedule SRC that are used herein shall have the same meaning as set forth in Schedule SRC.

TERM

This Rider ADFITC is effective beginning on the date Schedule SRC is effective and will remain in effect over the 10-year term of Schedule SRC.

ADFIT ALLOCATION FACTORS

The ADFIT Allocation Factors are the same as the PBRAFs in Schedule SRC.

ADFITC RATES

The ADFITC Credits to be applied beginning on the effective date of this Rider ADFITC are set out below. The ADFITC rate classes and billing units are the same as the classes and billing units in Rider SRC. In addition, ADFITC Credits are applicable to each customer which has New On-Site Generation as defined in Schedule SRC, and to customers in multiply-certificated areas who request to switch from AEP Texas to another service provider on or after the date of approval of the Financing Order in Docket No. 49308, as and to the extent Schedule SRC charges are applicable to such customers. ADFITC Credits to be applied in subsequent periods will be determined in the annual true-up process.

ADFITC Rate Class	ADFITC Rates
Residential	($0.000070) per kWh
Secondary Service Less Than or Equal to 10 kW	($0.000083) per kWh
Secondary Service Greater Than 10 kW	($0.016619) per Distribution Billing kW
Primary Service	($0.012801) per Distribution Billing kW
Lighting Service	($0.000506) per kWh

The ADFITC Rates are multiplied by the kWh or kW, as applicable, read, estimated or determined during the billing month and will be applied to bills rendered on and after the effective date.

ADFITC TRUE-UP ADJUSTMENT

ADFITC Charges shall be adjusted annually effective on each date that charges in Schedule SRC become effective. The ADFITC true-up will be performed at the same time, using the same methodology and billing determinants, as the Standard True-Up or Non-Standard True-Up for Rate Schedule SRC. The ADFITC Charges shall be adjusted to (l) correct any over-credit or under-credit of the amounts previously scheduled to be provided to customers and (2) reflect the amounts scheduled to be provided to customers during the period the adjusted ADFITC Charges are to be effective.

OTHER TERMS AND CONDITIONS

If the customer or REP pays only a portion of its bill, a pro-rata portion of ADFITC Charge credits will be credited equal to the pro-rata portion of Schedule SRC collected according to Schedule SRC.

NOTICE

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

6.1.1.4.8 RIDER RAR – REGULATORY ASSET RECOVERY

APPLICABILITY

Rider RAR is designed to recover costs associated with distribution service-related deferred vegetation management costs that are to be amortized over a five year period. Rider RAR is applicable to the current month's billing kWh energy consumption or billing kW demands (in accordance with the applicable factor listed below) of Retail Customers taking electric distribution voltage delivery service from the Company during the periods this schedule is in effect.

EFFECTIVE PERIOD

Rider RAR will be applied to the Retail Customer's Retail Electric Provider beginning with the effective date of the rates approved in the Final Order in AEP Texas' base rate case Docket No. 49494 and will remain in effect for an estimated period of five (5) years from the original effective date of this rider. A final reconciliation of Rider RAR will be filed after the effective period to ensure no over or under recovery of the approved amount of the regulatory asset of $25,612,338. The reconciliation of Rider RAR has been performed by Rate Schedule. The Reconciliation Factor is either a credit or charge factor per billing unit based on the reconciliation for each Rate Schedule. The reconciliation factor will remain in effect for one month.

MONTHLY RATE

The REP, on behalf of the Retail Customer, will be assessed the RAR based on the monthly per-unit RAR factor multiplied times the Retail Customer's appropriate monthly billing Distribution Service billing determinant (kilowatt-hour [kWh] or kilowatt [kW]).

Rate Schedule	Reconciliation Factor
Residential Service	0.000000 per Billed kWh
Secondary Service Less than or Equal to 10 kW	0.000000 per Billed kWh
Secondary Service Greater than 10 kW	0.000000 per Billed kW
Primary Service	0.000000 per Billed kW
Lighting Service	0.000000 per Billed kWh

NOTICE:

This Rate Schedule is subject to the Company's Tariff and Applicable Legal Authority.

6.1.1.4.9 Schedule Mobile Temporary Emergency Electric Energy (TEEE) Facilities

APPLICABILITY

Each Retail Customer connected to the Company's distribution system and served under the Mobile TEEE Facilities Rider Classes will be assessed a distribution service charge adjustment pursuant to this rider. The charges derived herein are pursuant to the requirements of PURA§ 39.918. Rider TEEE will be updated annually, as needed, to recover necessary and reasonable costs, as approved, associated with the lease and operation of mobile TEEE facilities, including a true-up to account for the over or under collections from the prior annual amount approved.

MONTHLY RATE

The REP, on behalf of the Retail Customer, will be assessed a Mobile Temporary Emergency Electric Energy (TEEE) Facilities charge based on the monthly per-unit cost (Mobile TEEE Facilities factor) multiplied times the Retail Customer's appropriate monthly billing Distribution Service billing determinant (kilowatt-hour [kWh] or kilowatt [kW]). For customer classes billed primarily on the basis of kilowatt-hour billing determinants, the factor will be calculated using kilowatt-hour billing determinants. For customer classes billed primarily on the basis of demand billing determinants, the factor will be calculated using demand billing determinants.

The Mobile TEEE Facilities revenue requirement is allocated to all classes, excluding the Transmission Service Class and the WDS for DESRs Class, using the Maximum Diversified Demand Class Allocation Factor, also known as non-coincident peak demand allocation factor, from AEP Texas' last comprehensive base-rate proceeding, Docket No. 56165. The rate class allocators are as follows:

Mobile TEEE Facilities Rate Class	Allocation Factor
Residential	56.89%
Secondary <= 10 kW*	3.10%
Secondary > 10 kW	29.77%
Primary Voltage Distribution Line	8.94%
Primary Voltage Substation	1.30%
Transmission	0.00%
WDS for DESRs	0.00%

*includes the Lighting classes

6.1.1.4.9.1 Rider Mobile TEEE Facilities

MOBILE TEEE FACILITIES PRICES EFFECTIVE FOR BILLINGS ON AND AFTER SEPTEMBER 1. 2026

Rate Schedule		Factor	Unit
Residential		$0.00083	per kWh
Secondary Service Less Than or Equal to 10 kW		$0.00063	per kWh
Secondary Service Greater Than 10 kW			
	4CP	$0.17253	per Distribution Billing kW
	NCP	$0.17253	per Distribution Billing kW
Primary Voltage Distribution Line Service			
	4CP	$0.15601	per Distribution Billing kW
	NCP	$0.15601	per Distribution Billing kW
Primary Voltage Substation Service			
	4CP	$0.12958	per Distribution Billing kW
	NCP	$0.12958	per Distribution Billing kW
Lighting Service		$0.00063	per kWh

*does not apply to Transmission or WDS DESR

NOTICE

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

6.1.1.4.10 Rider Rate-Case Expense – RCE

AVAILABILITY

Rider RCE is designed to recover Commission approved rate case expenses associated with PUCT Docket No. 56165, and deferred, approved rate case expenses from Dockets 51984, 53267, 53451, 54824, 55187 and 55820. Rider RCE is applicable to electric delivery service from the Company during the periods this schedule is in effect and will be billed along with the other delivery service charges. Charges associated with Rider RCE will be determined in accordance with the applicable factor listed below. This schedule will be in effect for one year from the effective date or until rate case expenses are fully recovered for each class below at which time the factor will terminate in the billing month in which the full approved amount of rate case expense for each class has been billed.

MONTHLY RATE OTHER THAN FOR TRANSMISSION VOLTAGE SERVICE

The monthly charge shall be determined by multiplying the appropriate Rider RCE Factor in the table below by the current month's billing kWh.

Rate Schedule	Factor
Residential Service	$0.0000000 per kWh
Secondary Service Less than or Equal to 10 kW	$0.0000000 per kWh
Secondary Service Greater than 10 kW	$0.0000000 per kWh
Lighting Service	$0.0000000 per kWh

MONTHLY RATE FOR PRIMARY AND TRANSMISSION VOLTAGE SERVICE:

The RCE for the Primary, Transmission Service and WDS DESR Classes shall be collected on a revenue basis by applying the factor below to Transmission and Distribution base rate revenue. Base rate revenue is defined as the monthly sum of the distribution system charges, metering charge, and customer service charges.

Rate Schedule	Base Revenue Factor
Primary Distribution Line Service	$0.00000
Primary Substation Service	$0.00000
Transmission Voltage Service	$0.00000
WDS DESR Substation & Line Service	$0.00000

NOTICE:

This Rate Schedule is subject to the Company's Tariff and Applicable Legal Authority.

6.1.2 DISCRETIONARY SERVICE CHARGES (PREMISES WITH A STANDARD METER)

This section of this Tariff lists the Discretionary Service Charges for Premises with a Standard Meter. A Standard Meter permits Company to perform many Discretionary Services without dispatching personnel to Retail Customer's Premises.

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

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

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

Services for which the costs of performing such services vary, depending upon the circumstances of the service order and the requirements necessary to complete service performance. Company shall use the appropriate TX SET transaction for the Discretionary Service in an invoice submitted to Competitive Retailer.

6.1.2.1 UNIFORM DISCRETIONARY SERVICE CHARGES

Charge No.	Name and Description	Amount
Connection Charges		
(1)	**Move-In (Existing Standard Meter)** This service initiates Delivery to Retail Customer's Point of Delivery. It is available only at Premises with an existing Standard Meter. It is not available if inspections, permits, or construction is required and not completed. Company shall complete performance of the service on the requested date, provided: (1) Company receives the order by 7:00 PM CPT on the requested date; and (2) the requested date is an AMS Operational Day. Company may treat an order received after 7:00 PM CPT on an AMS Operational Day, or on a day that is not an AMS Operational Day, as received by 7:00 PM CPT on the next AMS Operational Day. If the requested date is not an AMS Operational Day, Company shall complete performance of the service by the first AMS Operational Day following the requested date.	$0.00
(2)	**Move-In (New Standard Meter)** This service initiates Delivery to Retail Customer's Point of Delivery upon the installation of a new Standard Meter at the Premises. It is not available if inspections, permits, or construction (other than installation of the Meter) is required and not completed. Construction Service Charges relating to the cost and installation of the new Standard Meter appear in Section 6.1.2.2, CONSTRUCTION SERVICE CHARGES.	

Charge No.	Name and Description	Amount
	Company shall complete performance of the service on the requested date, provided: (1) the requested date is a Business Day; (2) Company receives the order by 5:00 PM CPT on a Business Day; and (3) the order is received at least two Business Days prior to the requested date. Company may treat an order received after 5:00 PM CPT on a Business Day, or on a day that is not a Business Day, as received by 5:00 PM CPT on the next Business Day. If the order is received by the Company less than two Business Days prior to the requested date, Company shall complete performance of the service within two Business Days after the date the order is received. If the order is received at least two Business Days prior to the requested date but the requested date is not a Business Day, Company shall complete performance of the service by the first Business Day following the requested date.	$65.00
Disconnection Charges (Standard Meter)		
(3)	**Move-Out** This service discontinues Delivery to Retail Customer's Point of Delivery. Company shall complete performance of the service on the requested date, provided: (1) Company receives the order by 7:00 PM CPT on the requested date; and (2) the requested date is an AMS Operational Day. Company may treat an order received after 7:00 PM CPT on an AMS Operational Day, or on a day that is not an AMS Operational Day, as received by 7:00 PM CPT on the next AMS Operational Day. If the requested date is not an AMS Operational Day, Company shall complete performance of the service by the first AMS Operational Day following the requested date.	Charge included in the Move-In charge.
(4)	**Clearance Request** This service de-energizes/re-energizes Company electrical facilities on Retail Customer's Premises before/after Retail Customer or Retail Customer's contractor engages in activity near Company's electrical facilities, or on or near Retail Customer's electrical facilities. Retail Customer may directly submit an order to Company to obtain this clearance as authorized pursuant to Section 4.11, OUTAGE AND SERVICE REQUEST REPORTING.	

Charge No.	Name and Description	Amount
	Company shall complete performance of the service on the requested clearance date, provided: (1) Company receives the order by 5:00 PM CPT on a Business Day; and (2) the order is received at least three Business Days prior to the requested clearance date. Company may treat an order received after 5:00 PM CPT on a Business Day, or on a day that is not a Business Day, as received by 5:00 PM CPT on the next Business Day. Company shall accommodate an order requesting clearance based on a mutual agreement with the requesting party to perform the service at charges calculated by Company if: (1) the requested clearance date is not a Business Day; (2) the Company receives the order less than three Business Days prior to the requested clearance date; or (3) the activities necessary for clearance cannot be safely performed on the requested clearance date. Three Business Days' Notice (Residential) Three Business Days' Notice (Non-Residential) Less Than Three Business Days' Notice	 As Calculated As Calculated As Calculated
Disconnection/Reconnection for Non-Payment Charges (Standard Meter)		
(5)	**Disconnection for Non-Payment (DNP)** This service discontinues Delivery to Retail Customer's Point of Delivery due to Retail Customer's non-payment of charges billed by Competitive Retailer or Company. Company may also discontinue Delivery to Retail Customer's Point of Delivery due to Retail Customer's failure to fulfill obligations to the Company pursuant to a contract, this Tariff, or other Applicable Legal Authorities. Company shall not discontinue Delivery to Retail Customer's Point of Delivery due to non-payment: (1) before the requested date; (2) in violation of 16 TAC § 25.483(f)(2); or (3) if provisions in other Applicable Legal Authorities prohibit such disconnection. Company also shall not discontinue Delivery to a Retail Customer's Point of Delivery between the hours of 5:00 PM and 7:00 AM CPT due to non-payment, unless a coordinated disconnection allowing the disconnection of service between these hours is arranged pursuant to Section 4.3.12.3, COORDINATED DISCONNECTION. When appropriate, the coordinated disconnection of service may occur between 5:00 PM and 7:00 AM CPT.	

Charge No.	Name and Description	Amount
	Company shall not charge Competitive Retailer for performance of the service if Company initiates disconnection for non-payment. **Disconnection at Meter** Subject to the restrictions in this Tariff, Competitive Retailer may submit an order requesting Company to disconnect service to a Retail Customer's Point of Delivery due to non-payment on either: (1) the date the order is received; or (2) a specified future date. Company shall complete performance of a same-day service order within two hours of Company's receipt of the order, provided Company receives the order by 3:00 PM CPT on a Business Day. If Company receives an order for same-day service after 3:00 PM CPT on a Business Day, or on a day that is not a Business Day, it shall complete performance of the service by 9:00 AM CPT on the next Business Day. Company shall complete performance of a future-dated service disconnection order by 9:00 AM CPT on the requested date, provided: (1) Company receives the order by 11:59:59 PM CPT on the day preceding the requested date; and (2) the requested date is a Business Day. If Company receives an order for future-dated service in which the requested date is not a Business Day, Company shall complete performance of the service by 9:00 AM CPT on the first Business Day following the requested date. **Disconnection at Premium Location (e.g., pole, weatherhead, secondary box)** Company shall complete performance of the order within three Business Days of the requested date, provided: (1) the requested date is a Business Day; (2) Company receives the order by 5:00 PM CPT on a Business Day; and (3) the order is received at least two Business Days before the requested date. If the requested date is not a Business Day, Company shall treat the next Business Day as the requested date. Company may treat an order received after 5:00 PM CPT on a Business Day, or on a day that is not a Business Day, as received by 5:00 PM CPT on the next Business Day. If the order is received by Company less than two Business Days prior to the requested date, Company shall complete performance of the service within four Business Days after the date the order is received.	\$0.00 \$93.00

Charge No.	Name and Description	Amount
(6)	**Reconnection After Disconnection for Non-Payment of Charges (DNP)** This service restarts Delivery to Retail Customer's Point of Delivery after discontinuance due to Retail Customer's non-payment of charges billed by Competitive Retailer or Company. For Premises where Competitive Retailer provides prepaid service to Retail Customer pursuant to 16 TAC § 25.498, Company shall complete performance of the service within one hour of Company's receipt of order. Company shall not charge Competitive Retailer for performance of the service if Company restarts Delivery after Company-initiated disconnection for non-payment. **Reconnection at Meter** Company shall complete performance of the service within two hours of Company's receipt of order. **Reconnection at Premium Location (e.g., pole, weatherhead, secondary box, etc.)** Company shall complete performance of standard reconnection service on the date Company receives the order, provided Company receives the order by 2:00 PM CPT on a Business Day. If the order is received after 2:00 PM CPT on a Business Day, Company shall complete performance of the standard service on the same date if possible, but no later than the close of Company's next Field Operational Day. Company shall treat an order for standard reconnection service received after 7:00 PM CPT, or on a day that is not a Business Day, as received at 8:00 AM CPT on the next Business Day. Company shall complete performance of same-day reconnection service on date Company receives the order, provided Company receives the order by 5:00 PM CPT on a Business Day. If the order is received by Company after 5:00 PM CPT on a Business Day, or on a day that is not a Business Day, Company shall complete performance of the service no later than the close of Company's next Field Operational Day.	$0.00

Charge No.	Name and Description	Amount
	In no event shall Company fail to reconnect service within 48 hours after receipt of an order for reconnection service. However, if this requirement results in the reconnection being performed on a day that is not a Business Day, the appropriate Weekend or Holiday charge shall apply.	
	i. Standard Reconnect	$126.00
	ii. Same Day Reconnect	$175.00
	iii. Weekend	$175.00
	iv. Holiday	$224.00
Meter Testing Charge (Standard Meter)		
(7)	This charge is for service to test Retail Customer's Meter in accordance with Section 4.7.4, METER TESTING. Retail Customer may directly submit an order to Company to perform this service as authorized pursuant to Section 4.11, OUTAGE AND SERVICE REQUEST AND REPORTING.	
	Company-Owned Meter	
	a. First Meter test in last four years	$0.00
	b. Meter found outside relevant accuracy standards	$0.00
	c. All other	$123.00
	Current Transformer (CT)/Other Meter (Company-Owned)	
	a. First Meter test in last four years	$0.00
	b. Meter found outside relevant accuracy standards	$0.00
	Competitive Meter	$160.00
Meter Reading Charges (Standard Meter)		
(8)	**Meter Reading for the Purpose of a Standard Switch** This service reads Retail Customer's Meter for the purpose of switching Retail Customer's account to a different Competitive Retailer when Retail Customer has not requested a self-selected switch. The service is performed in	

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

Charge No.	Name and Description	Amount
(10)	**Meter Reading for the Purpose of a Mass Transition** This service provides a Meter Reading for each affected Retail Customer for the purpose of a mass transition of the Retail Customers pursuant to 16 TAC §25.43. Company shall charge the exiting Competitive Retailer for performance of the service.	$0.00
Non-Standard Meter Installation Charge		
(11)	**Non-Standard Metering Service One-Time Fee** Applicable to a Retail Customer receiving Standard Metering Service who chooses pursuant to 16 TAC §25.133 to begin receiving Non-Standard Metering Service. Company shall bill the One-Time Fee to Retail Customer, collect payment, and receive the signed, written acknowledgement pursuant to 16 TAC § 25.133 before the initiation of Non-Standard Metering Service. New Analog Meter One-Time Fee Digital Non-Communicating Meter One-Time Fee i. Self-Contained ii. CT Meter Advanced Meter with Communications Disabled One-Time Fee	$222.00 $284.00 $301.00 $321.00
Service Call Charge (Standard Meter)		
(12)	This charge is for service that dispatches Company personnel to Retail Customer's Premises to investigate an outage or other service-related problem. Retail Customer may directly submit an order to Company to perform this service as authorized pursuant to Section 4.11, OUTAGE AND SERVICE REQUEST REPORTING. A charge for performance of this service applies only if Company completes its investigation and determines the outage or other service-related problem is not caused by Company's equipment.	

Charge No.	Name and Description	Amount
	Business Day (8:00 AM -5:00 PM CPT)	$104.00
	Business Day (Other Hours)	$144.00
	Weekend	$144.00
	Holiday	$185.00
Tampering and Related Charges (Standard Meter)		
(13)	**Tampering** This service investigates and corrects the unauthorized use of Delivery System pursuant to Section 5.4.7, UNAUTHORIZED USE OF DELIVERY SYSTEM, or other Tampering with Company's Meter or Metering Equipment, or the theft of electric service by any person at the Retail Customer's Premises. Tampering charges may include, but are not limited to, Delivery Charges, the cost of testing the Meter, the cost of replacing and repairing a Meter and associated equipment (including the Meter seal), the cost of installing protective facilities or relocating the Meter, and all other costs associated with the investigation and correction of the unauthorized use.	As Calculated
(14)	**Broken Outer Meter Seal** This service replaces a broken outer Meter seal.	$36.00
Denial of Access Charges (Standard Meter)		
(15)	**Inaccessible Meter**	

Charge No.	Name and Description	Amount
(16)	This service applies when Company personnel is unable to gain access to the Meter of a Critical Load Public Safety Customer or Critical Load Industrial Customer as a result of continued denial of access to the Meter as provided in Section 4.7.2.1, DENIAL OF ACCESS BY RETAIL CUSTOMER.	$100.00
	Denial of Access to Company's Delivery System This charge applies when Retail Customer fails to provide access to Retail Customer's Premises, as required by Section 5.4.8, ACCESS TO RETAIL CUSTOMER'S PREMISES, and includes all costs incurred by Company to obtain such access.	As Calculated

6.1.2.2 CONSTRUCTION SERVICE CHARGES

APPLICATION

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

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

Charge No.	Name and Description	Amount
6.1.2.2.1	**Facilities Extension Schedule** addresses the costs associated with the extension of Delivery System facilities under Section 5.7 of the Tariff.	As calculated pursuant to the Schedule
6.1.2.2.2	**Retail Electric Switchover Fee** is charged when a Retail Customer requests to switch service of a consuming facility from Company to another utility that has the right to serve the facility and shall be handled pursuant to 16 TAC § 25.27, a copy of which will be provided upon request. In multiple certificated areas previously served by AEP Texas Central Company , a Retail Customer may not avoid stranded cost recovery charges by switching to another electric utility, electric cooperative, or municipally-owned utility after May 1, 1999. A Retail Customer in a multiple certificated service area that requested to switch providers on or before May 1, 1999, or was not taking service from an electric utility on May 1, 1999, and does not do so after that date is not responsible for paying retail stranded costs of that utility. i. Base Charge ii. Base Charge Adder iii. Facilities Recovery Charge	 $720.00 $173.00 As Calculated
6.1.2.2.3	**Facilities Removal/Relocation/Modification Fee** is charged to a Retail Customer, or the Retail Customer's authorized representative requesting the temporary or permanent removal/relocation/modification of any of the Company's facilities. The fee will be the estimated actual cost to the Company to perform the request, calculated for each specific work request at then-current costs and must be paid in advance of the work being performed.	 Estimated cost

Charge No.	Name and Description	Amount
6.1.2.2.4	**Special Products/Services Fee** is charged to the REP when products and/or services requested are appropriate for an electric utility to provide and are not prohibited by the PUCT. The full spectrum of such potential products and/or services either may not be anticipated at this time or may not occur regularly enough to warrant a specific fee. For each of these qualifying products and/or services provided by the Company, the fee will be charged based on the estimated cost (current cost at the time the product/service is provided) to provide the requested product and/or service.	Estimated cost
6.1.2.2.5	**Emergency Maintenance Service Fee** This service is available for emergency repair and/or maintenance service to electric facilities owned by the Retail Customer. The Company can only provide this service in the event of an emergency as defined in 16 TAC § 25.343(g).	Estimated cost
6.1.2.2.6	**Customized Maintenance Service Fee** This service is available under the Company's Facilities Maintenance Agreement with Retail Customer to give the Company the exclusive right to perform routine operation, maintenance, and replacement of facilities owned by the Retail Customer that are considered an integral part of the Company's delivery system.	Estimated cost

6.1.2.2.1 FACILITIES EXTENSION SCHEDULE

TERMS AND CONDITIONS

Schedule 6.1.2.2.1 addresses the costs associated with extension of Delivery System facilities under Section 5.7 of the Tariff. For purposes of this Schedule, whenever the context requires, the term "Retail Customer" includes property owners, builders, developers, contractors, government entities, authorized agent for the ultimate consumer, or any other organization, entity, or individual making the request to the Company for the extension of electric facilities and the installation of Billing Meter(s) for delivery service.

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

Modifications to, and/or re-routes of existing facilities outside of extending electric delivery service to the Retail Customer making the request, are addressed in Section 6.1.2.2 of this Tariff.

This Schedule is not applicable to interconnections with qualifying facilities (cogenerators or small power producers) or distributed generators, except for the section titled "Retail Customer-Owned Substation," which is applicable to qualifying facilities. Sections 6.1.2.3 and 6.1.2.4 of this Tariff address facilities extension for service to those Customers.

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

Electric delivery service will be provided utilizing construction facilities and routes that are the most cost efficient for providing delivery service. Delivery service will typically consist of one radial feed, supplying one Point of Delivery at one standard

service voltage applicable for the Rate Schedule under which the Retail Customer will receive electric delivery service.

Electric delivery service to residential and non-residential secondary voltage Retail Customers where permanently installed motor loads do not meet the minimum load requirements for three-phase connection as set out in Section 6.2.3.4 of the Tariff, will be single-phase. A request for three-phase service by a residential Retail Customer or a non-residential Retail Customer that does not meet the permanently installed motor load requirements will only be provided with the Company's approval and will require the Retail Customer to share in the cost of the excess facilities according to the terms of this Policy.

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

DISTRIBUTION FACILITIES EXTENSIONS

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

- Agree to all provisions for an underground electric connection prior to the start of any construction by the Company.
- Provide legal description of property, stake all easements and appropriate control points prior to the initiation of any work by the Company.
- Locate and clearly mark all other underground facilities currently existing on the Retail Customer's property.

- Make all arrangements deemed necessary or appropriate by the Company for payment of the Retail Customer's portion of costs

- Execute all contracts, deeds, easements, and other legal documents that the Company deems necessary or appropriate.

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

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

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

Area Development Facilities Extensions. Service facilities may also be extended at Company expense provided the facilities are required for increased reliability, service continuity, or development of the Company's distribution system. In conjunction with

the installation of such facilities, the Company may extend service from these facilities to Retail Customers in accordance with the appropriate line extension plan.

FACILITIES EXTENSION ALLOWANCES AND FACTORS

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

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

Standard Allowance for a residential connection:	$2,858
Standard Allowance for a general service ≤ 10kW connection:	$1,153
Standard Allowance for general service > 10kW connection:	$552/kW
Standard Allowance for a primary line voltage connection:	$379/kW*
Standard Allowance for a primary substation voltage connection	$249/ kW*

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

*Exception for Distribution Line Extension (Greater than $500K in Total Construction Costs)

Allowance For Subdivisions With Front of Lot Delivery Service. To qualify for the Front of Lot Delivery Service Allowance, the electric delivery service must enter the front of the lot, the subdivision must contain more than 20 lots and the lot sizes must be smaller than one-half acre. Subdivisions located within cities that have ordinances

requiring electric delivery service from the rear of the lots, or have restrictions/requirements that otherwise prevent electric service from being provided from the front of the lot, will not qualify for the allowance.

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

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

1. A comparison of the total estimated cost of the extension, excluding the standard allowances, to the estimated annual revenue for the type of service requested.

2. In the case of electrical facilities upgrades, only the cost of the added facilities that are required due to the Retail Customer's request are included in determining the cost to meet the Retail Customer's request. Those portions of the upgrade that will benefit the system but are not needed to meet the Retail Customer's request will not be included. When the Retail Customer's request requires the Company to make a system upgrade in a dually certificated area, the Retail Customer will be required to commit in writing that he will reimburse the Retail Company for the undepreciated value of the upgrade in the event the Retail Customer elects to switch his electric connection provider to another utility.

3. If the expected revenue life of a facilities extension is not at least sixty (60) months, the facility will be deemed to be temporary service.

4. The possibility of serving additional Retail Customers from the proposed facilities within two (2) years.

SHARING OF CONSTRUCTION COSTS BETWEEN THE COMPANY AND THE RETAIL CUSTOMER

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

For permanent installations, and after consideration of all these factors and application of all appropriate allowances, any expenditure deemed to be excessive will require the Retail Customer to share in the cost of the extension through a CIAC to be paid prior to construction. CIACs are taxable and shall include an Income Tax Component of Contribution (ITCC) at the current applicable rates. This ITCC rate will be revised and published annually, and it is available on request. The amount of the CIAC will be the total cost of the facilities extension less all applicable allowances plus the impact for taxes. A Retail Customer requesting an installation which in the opinion of the Company may be of questionable permanence but not specifically temporary (such as, but not limited to, hunting or fishing camps) will pay a CIAC prior to construction. The CIAC for installations that the Company deems to be of questionable permanence will equal the total cost of the facilities extension. Should the Retail Customer default on the payment agreement, the full remaining balance of the CIAC will become due and will be billed to the Retail Customer immediately.

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

TEMPORARY SERVICE FACILITIES

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

DISTRIBUTION LINE EXTENSIONS (Greater than $500K in total construction costs)

For distribution voltage retail loads greater than $500,000 in total construction costs, the Company will provide distribution voltage to one point of delivery via radial line, with one meter, at one of the Company's standard voltages. The Company will evaluate each new distribution service customer's request for connection to the distribution system to determine if a CIAC will be required. Additionally, unless the customer's CIAC is intended to fully fund the cost of interconnection, the Company

may require additional contractual agreements and other means of security to ensure the costs for planning, licensing and constructing non-customer owned facilities are recoverable in the event the distribution service customer is unable to take distribution service.

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

TRANSMISSION LINE EXTENSIONS (69KV AND ABOVE)

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

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

RETAIL CUSTOMER-OWNED SUBSTATION

Pursuant to the requirements of this section, a Retail Customer may design, construct, own and maintain the 138kV or below transmission voltage substation from which it takes service, including facilities that will become an integral part of the Company's transmission system network and ERCOT. The Retail Customer and the Company will execute an agreement establishing their respective responsibilities regarding the Retail Customer-owned substation consistent with the requirements of this section. Neither the Retail Customer nor the Company will unreasonably withhold its assent to such an agreement. The agreement will address, but not be limited to, the following elements: substation design criteria, telemetry specifications, protective relaying requirements, and outage, switching and clearance coordination procedures.

The Retail Customer understands and agrees that it is obligated to meet the Company's then-current design criteria when building a Retail Customer-owned substation unless the Company grants an exception as part of the review process described in this paragraph. The Retail Customer also understands and agrees that it may be required to modify the Retail Customer-owned substation in the future at the Retail Customer's expense if necessary to meet reliability needs or regulatory requirements. The Company will provide its then-current design criteria to the Retail Customer and notify the Retail Customer if modifications to the Retail Customer's substation are required to meet reliability or regulatory requirements. To ensure efficient coordination, the Company and the Retail Customer will communicate during the process of the design and construction or modification of the Retail Customer-owned substation, and the Retail Customer agrees to submit its engineering documents to the Company for review and acceptance before equipment is ordered or construction begins. The Company agrees to promptly review and evaluate the Retail Customer's engineering documents and to not unreasonably withhold final acceptance of those documents. The Company's review of the Retail Customer's engineering documents shall not be construed as confirming, endorsing or providing a warranty as to the fitness, safety, durability or reliability of such facilities or the design thereof. However, the Company is responsible for ensuring that the design criteria it provides to the Retail Customer are adequate for the Retail-Customer owned substation to integrate safely and reliably with the Company's transmission system network and to meet ERCOT's requirements that are applicable to the Company's transmission system network.

The Retail Customer is responsible for all costs and liabilities related to the Retail Customer's design, construction, operation, maintenance, and ownership of the Retail Customer-owned substation, provided, however, that the Retail Customer is not responsible for liabilities arising from the Company's design criteria.

To ensure the safe and reliable operation of the Company's transmission system network and the Retail Customer's facilities, the Retail Customer and the Company will coordinate access, maintenance, and operations activities associated with the Retail Customer-owned substation as required.

The Retail Customer further understands and agrees that it is solely responsible for ensuring compliance with the applicable North American Electric Reliability Corporation (NERC) standards for equipment owned by the Retail Customer inside the Retail Customer-owned substation, except: (i) the Company agrees to provide reports necessary for such compliance as outlined in the agreement; and (ii) to the extent that the Company has otherwise agreed in writing to assume responsibility. The Retail Customer shall comply with any applicable requirements of ERCOT and any governmental authority with respect to its ownership and operation of transmission facilities. Upon request, the Retail Customer shall provide copies to the Company of any reports that the Retail Customer is required to file with respect to the Retail Customer-owned substation with entities such as NERC, the Texas Reliability Entity, and ERCOT.

This section does not affect the terms of an agreement between a Retail Customer and the Company as those terms existed as of March 12, 2021 concerning customer-owned substations.

6.1.2.2.2 RETAIL ELECTRIC SERVICE SWITCHOVERS

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

Base Charge:	$720.00
Base Charge Adder:	$173.00
Facilities Recovery Charge	As Calculated

6.1.2.2.3 FACILITIES REMOVAL/RELOCATION/ MODIFICATION FEE

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

6.1.2.2.4 SPECIAL PRODUCTS/SERVICES FEE

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

6.1.2.2.5 EMERGENCY MAINTENANCE SERVICE FEE

AVAILABILITY

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

> *...an "emergency situation" means a situation in which there is a significant risk of harm to the health or safety of a person or damage to the environment. In determining whether to provide the competitive energy service in an emergency situation, the utility shall consider the following criteria:*
>
> *(A) whether the customer's facilities are impaired or are in jeopardy of failing, and the nature of the health, safety, or environmental hazard that might result from the impairment or failure of the facilities; and*
>
> *(B) whether the customer has been unable to procure, or is unable to procure within a reasonable time, the necessary transformation and protection equipment or the necessary transmission or substation repair services from a source other than the electric utility.*
>
> *(C) whether provision of the emergency service to the customer would interfere with the electric utility's ability to meet its system needs.*

APPLICABILITY

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

CHARGES FOR EMERGENCY SERVICES

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

required to lease or contract for special equipment to perform the services under this tariff schedule, the costs of those leases or contracts will be billed at invoice price plus applicable overheads, if any.

TERMS OF PAYMENT

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

TERMS AND CONDITIONS

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

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

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

6.1.2.2.6 CUSTOMIZED MAINTENANCE SERVICE FEE

AVAILABILITY

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

APPLICABILITY

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

MAINTENANCE CHARGES

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

TERMS OF PAYMENT

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

TERMS AND CONDITIONS

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

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

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

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

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

APPLICATION

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

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

Charge No.	Name and Description	Amount
6.1.2.3.1	**Returned Instrument Fee** is charged to the party making the payment for each check (or other form of payment) returned unpaid by a financial institution to the Company.	$49.00
6.1.2.3.2	**Special Products/Services Fee** is charged to the REP when products and/or services requested are appropriate for an electric utility to provide and are not prohibited by the PUCT. The full spectrum of such potential products and/or services either may not be anticipated at this time or may not occur regularly enough to warrant a specific fee. For each of these qualifying products and/or services provided by the Company, the fee will be charged based on the estimated cost (current cost at the time the product/service is provided) to provide the requested product and/or service.	Estimated cost
6.1.2.3.3	**Facilities Monthly Maintenance Service Fee** is charged for routine operation, maintenance, and replacement of facilities owned by the Retail Customer that are an integral part of the Company's delivery system.	Installed cost x .43%

Charge No.	Name and Description	Amount
6.1.2.3.4	**Distribution Voltage Facilities Rental Service Fee** is charged for distribution voltage facilities that are being leased from Company under a facilities rental agreement on September 1, 2000.	Installed cost x 1.29%
6.1.2.3.5	**System Integral Facilities Rental Service Fee** is charged for the rental of facilities that are installed on the utility's side of the Point of Delivery but are dedicated solely to providing service to the Retail Customer.	Installed cost x 1.29%
6.1.2.3.6	**Pulse Metering Equipment Installation Fee** . A. <u>Request for K-Y-Z Outputs Only for a Typical Installation:</u> Fixed Price if existing billing Meter is a standard Meter B. <u>Request for Non-Typical Installations of Solid-State Advanced Metering:</u> Not specifically covered above or covered in any other discretionary fee	 $413.00 Estimated cost
6.1.2.3.7	**Competitive Meter Removal/Install Fee** is charged to the REP for removal and installation of meters of Retail Customers who are participating in competitive metering. This fee covers: (1) The cost of removing the Company owned meter and replacing it with a competitively owned meter; (2) The cost of replacing a functioning or non-functioning competitively owned meter with a functioning Company meter. (3) The cost of reinstalling a functioning competitively owned meter; or (4) The cost of replacing a competitively owned meter with another competitively owned meter. All work performed during business hours. These fees are based on standard work. Any construction necessary to complete the job will be charged at current cost and will be in addition to the listed fees. A. Self-Contained Meter B. CT Meter	As Calculated

Charge No.	Name and Description	Amount
6.1.2.3.8	**Competitive Meter Physical Access Equipment Installation Fee** is charged for the installation of an external termination junction box which utilizes the RJ family of connectors to provide physical access to the modem, network, serial and/or digital pulse data interfaces on a competitive meter. This fee is charged in addition to the Competitive Meter Removal/Install Fee. Customer must provide telecommunication line and isolation relay, if required. These fees are based on standard work. Any construction necessary to complete the job will be charged at current cost and will be in addition to the listed fee. A. Performed during initial meter installation B. Performed after initial meter installation	As Calculated
6.1.2.3.9	**Competitive Meter Non-Standard Programming Fee** is charged to the REP for providing any requested non-standard programming to competitively owned meter. The non-standard programming can be performed in the field on an already installed competitively owned meter or prior to installation of the competitively owned meter. This fee is charged in addition to the Competitive Meter Removal/Install Fee. This service will be performed during business hours. These fees are based on standard work. Any construction necessary to complete the job will be charged at current cost and will be in addition to the listed fee. A. Non-Standard Programming Prior to Installation B. Non-Standard Field Programming on Previously Installed Meter	As Calculated
6.1.2.3.10	**Meter Communications Diagnostic Fee** is charged to the REP when the Company must test and validate 3rd party communications equipment associated with a competitively owned meter or the TDU owned meter. This fee is based on standard work. Any construction necessary to complete the job will be charged at current cost and will be in addition to the listed fee. During Normal Business Hours	As Calculated

6.1.2.3.11	**Unexecutable Order Fee** is charged to the REP to recover the costs of preparing and dispatching an order to send an employee (any dispatched employee) when the work cannot be performed due to lack of access or other cause not the fault of the Company. Un-executable Order i. Routine Order ii. Priority Order	 $31.00 $42.00
6.1.2.3.12	**Distributed Generation Meter Installation Fee** is charged when Non-Standard Metering equipment is requested for distributed generation.	As Calculated
6.1.2.3.13	**Damage to Company Facilities Fee.** Pursuant to Section 5.4.6, RETAIL CUSTOMER'S DUTY REGARDING COMPANY'S FACILITIES ON RETAIL CUSTOMER'S PREMISES, charges for loss of, or damage to, Company Delivery System facilities on Retail Customer's Premises caused by or arising out of Retail Customer's failure to exercise reasonable care not to damage such facilities, including labor, material, equipment, legal services and associated costs including cost burdens, such as, overhead, warehousing, administration, etc.	As Calculated
6.1.2.3.14	**Miscellaneous Fee** is charged to the Retail Electric Provider (REP) or Customer to recover the costs of work being performed or the work that will be performed by Company at Customer's request.	As Calculated

6.1.2.3.1 RETURNED INSTRUMENT FEE

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

6.1.2.3.2 SPECIAL PRODUCTS/SERVICES FEE

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

6.1.2.3.3 FACILITIES MONTHLY MAINTENANCE SERVICE FEE

AVAILABILITY

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

APPLICABILITY

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

MAINTENANCE CHARGES

The monthly maintenance charges will be derived by the total calculated installed cost of the electric facilities to be operated and maintained by Company (determined at the time the Facilities Maintenance Service Agreement is signed) multiplied by fourty-three hundredth of one percent (.43%).

TERMS OF PAYMENT

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

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

b) Retail Customers who take electric connection service for twelve (12) consecutive months shall pay maintenance charges on a monthly basis and the monthly maintenance charge will be due and payable with the Retail Customer's monthly bill for Electric Service to the REP.

TERMS AND CONDITIONS

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

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

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

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

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

6.1.2.3.4 DISTRIBUTION VOLTAGE FACILITIES RENTAL SERVICE

AVAILABILITY

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

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

APPLICABILITY

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

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

RENTAL CHARGES

The monthly rental charge for distribution voltage facilities owned, operated and maintained by Company, will be derived by the total calculated installed cost of the facilities to be rented (less any applicable contribution), (determined at the time of the signing of the Facilities Rental Agreement contract) multiplied by 1.29%. The Retail Customer is responsible for the rental charge beginning with the effective date of initiating service or the date installation of the facilities was

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

Monthly Rental Charges = (calculated installed cost less any applicable contribution) x 0.0129)

TERMS OF PAYMENT

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

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

TERMS AND CONDITIONS

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

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

(2) The installed cost of the original equipment.

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

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

6.1.2.3.5 SYSTEM INTEGRAL FACILITIES RENTAL SERVICE

AVAILABILITY

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

APPLICABILITY

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

RENTAL CHARGES

The monthly rental charge for system integral facilities, owned, operated and maintained by Company, will be derived by the total calculated installed cost of the facilities to be rented (less any applicable contribution), (determined at the time of the signing of the Facilities Rental Service Agreement contract) multiplied by 1.29%. The Retail Customer is responsible for the rental charge beginning with the effective date of initiating service or the date installation of the facilities was completed if the facilities were installed after the execution of the Facilities Rental Service Agreement.

Monthly Rental Charges = (calculated installed cost less any applicable contribution) x 0.0129)

TERMS OF PAYMENT

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

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

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

TERMS AND CONDITIONS

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

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

(2) The installed cost of the original equipment.

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

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

6.1.2.3.6 PULSE METERING EQUIPMENT INSTALLATION FEE

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

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

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

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

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

Fixed Price if existing billing meter is a standard Meter	$413.00

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

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

6.1.2.3.7 COMPETITIVE METER REMOVAL / INSTALL SERVICE FEE

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

6.1.2.3.8 COMPETITIVE METER PHYSICAL ACCESS EQUIPMENT INSTALLATION SERVICE FEE

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

6.1.2.3.9 COMPETITIVE METER NON-STANDARD PROGRAMMING FEE

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

6.1.2.3.10 METER COMMUNICATIONS DIAGNOSTIC FEE

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

6.1.2.3.11 UNEXECUTABLE ORDER FEE

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

6.1.2.3.12 DISTRIBUTED GENERATION METER INSTALLATION FEE

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

6.1.2.3.13 DAMAGE TO COMPANY FACILITIES FEE

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

6.1.2.3.14 MISCELLANEOUS FEE

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

6.1.2.4 DISTRIBUTED GENERATION CHARGES

INTERCONNECTION AND PARALLEL OPERATION OF DISTRIBUTED GENERATION

Company shall interconnect distributed generation pursuant to Public Utility Commission of 16 TAC § 25.211 and 25.212.

A customer seeking interconnection and parallel operation of distributed generation with Company must complete and submit the Application for Interconnection and Parallel Operation of Distributed Generation with the Utility System.

PRE-INTERCONNECTION STUDY FEE SCHEDULE

Pre-certified distributed generation units that are up to 500 kW that export not more than 15% of the total load on a single radial feeder and also contribute not more than 25% of the maximum potential short circuit current on a radial feeder are exempt from any pre-interconnection study fees. For all other DG applications, the study fees in the following table will apply.

	0-10 kW	10+ to 500 kW	500+ to 2000 kW	2000+ kW
Non Exporting				
1. Pre-certified, not on network	$0	$476	$4,389	$4,389
2. Not pre-certified, not on network	$179	$854	$4,389	$4,389
3. Pre-certified, on network	$305	$889	$8,690	$8,690
4. Not pre-certified, on network	$557	$1,267	$8,690	$8,690
Exporting				
1. Pre-certified, not on network	$0	$602	$5,414	$5,414
2. Not pre-certified, not on network	$305	$1,106	$5,414	$5,414
3. Pre-certified, on network	$557	$1,267	$9,878	$,9,878
4. Not pre-certified, on network	$1,061	$2,338	$9,878	$9,878

6.1.3 DISCRETIONARY SERVICE CHARGES (PREMISES WITH A NON-STANDARD METER OTHER THAN AN AMS-M METER, AND PREMISES WITH UNMETERED SERVICE)

This Section of this Tariff lists the Discretionary Service Charges for Premises with a Non-Standard Meter (including Premises with an IDR Meter, but excluding Premises with an AMS-M Meter) and Premises with Unmetered Service. Discretionary Service Charges for Premises with AMS-M Meters are found in Section 6.1.4. A Non-Standard Meter requires Company to dispatch personnel to Retail Customer's Premises to perform a Discretionary Service.

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

Company shall complete performance of the Discretionary Service according to the applicable timeline in this Section. If Company is unable to complete performance of the Discretionary Service in compliance with the applicable timeline, it shall complete performance of the service in a timely manner. The term "timely" requires Company to complete performance of the service on the same day specified in the applicable timeline if weather, time of day, location of Premises, and other relevant factors permit. Otherwise, Company shall prioritize the completion of the service on the next Business Day.

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

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

6.1.3.1 UNIFORM DISCRETIONARY SERVICE CHARGES

Charge No.	Name and Description	Amount
Connection Charges		
(1)	**Move-In (Non-Standard Meter)** This charge is for service to initiate Delivery to Retail Customer's Point of Delivery. It is not available if inspections, permits, or construction (other than installation of the Meter) is required and not completed. Construction Service Charges relating to the cost and installation of a new Non-Standard Meter appear in Section 6.1.3.2, CONSTRUCTION SERVICE CHARGES. Company shall complete performance of the service on the requested date, provided: (1) the requested date is a Business Day; (2) Company receives the order by 5:00 PM CPT on a Business Day; and (3) the order is received at least two Business Days prior to the requested date. If the requested date is not a Business Day, Company shall treat the next Business Day as the requested date. Company may treat an order received after 5:00 PM CPT on a Business Day, or on a day that is not a Business Day, as received by 5:00 PM CPT on the next Business Day. If the order is received by Company less than two Business Days prior to the requested date, Company shall complete performance of the service within two Business Days after the date the order is received.	

Charge No.	Name and Description	Amount
	Self-Contained Meter New Existing Current Transformer (CT)/Other Meter New Existing	 N/A N/A $383.00 $176.00
(2)	**Priority Move-In (Non-Standard Meter)** This charge is for service to initiate Delivery to Retail Customer's Point of Delivery when an order includes the TX SET transaction for priority move-in service. It is available only at Premises with an existing Non-Standard Meter. Company shall complete performance of the service on the requested date, provided: (1) the requested date is a Business Day; and (2) Company receives the order by 5:00 PM CPT on a Business Day. If the requested date is not a Business Day, Company shall treat the next Business Day as the requested date. Company may treat an order received after 5:00 PM CPT on a Business Day, or on a day that is not a Business Day, as received by 5:00 PM CPT on the next Business Day. Self-Contained Meter Current Transformer (CT)/Other Meter	 N/A $228.00
Disconnection Charges (Non-Standard Meter)		
(3)	**Move-Out** This service discontinues Delivery at Retail Customer's Point of Delivery.	

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

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

Charge No.	Name and Description	Amount
	Disconnection at Meter	$39.00
	Disconnection at Premium Location (e.g., pole, weatherhead, secondary box)	$93.00
	Reconnection After Disconnection for Non-Payment of Charges (DNP)	
(6)	This service restarts Delivery at Retail Customer's Point of Delivery after discontinuance due to Retail Customer's non-payment of charges billed by Competitive Retailer or Company. Company shall complete performance of standard reconnection service on the date Company receives the order, provided Company receives the order by 2:00 PM CPT on a Business Day. If Company receives the order after 2:00 PM CPT on a Business Day, Company shall complete performance of the standard reconnection service on the date of receipt if possible, but no later than the close of Company's next Field Operational Day. Company shall complete performance of same-day reconnection service on the date Company receives the order, provided Company receives the order by 5:00 PM CPT on a Business Day. If the order is received by Company after 5:00 PM CPT on a Business Day, or on a day that is not a Business Day, Company shall complete performance of the service no later than the close of Company's next Field Operational Day. Company shall treat an order for reconnection service received after 7:00 PM CPT, or received on a Non-Business Day, as received at 8:00 AM CPT on the next Business Day. In no event shall Company fail to reconnect service within 48 hours of Company's receipt of the order. However, if this requirement results in reconnection being performed on a day that is not a Business Day, the appropriate Weekend or Holiday charge shall apply. Company shall not charge Competitive Retailer for performance of the service if Company restarts Delivery reconnection after Company-initiated disconnection for non-payment. Reconnection at Meter i. Standard Reconnect	

Charge No.	Name and Description	Amount
	ii. Same Day Reconnect	$60.00
	iii. Weekend	$86.00
	iv. Holiday	$110.00
	Reconnection at Premium Location (e.g., pole, weatherhead, secondary box)	$165.00
	i. Standard Reconnect	
	ii. Same Day Reconnect	$126.00
	iii. Weekend	$175.00
	iv. Holiday	$175.00
		$224.00
Meter Testing Charge (Non-Standard Meter)		
(7)	This charge is for service that tests Retail Customer's Meter in accordance with Section 4.7.4, METER TESTING. Retail Customer may directly submit order to Company to perform this service as authorized pursuant to Section 4.11, OUTAGE AND SERVICE REQUEST AND REPORTING.	
	Self-Contained Meter (Company-Owned)	
	a. First Meter test in last four years	$0.00
	b. Meter found outside of relevant accuracy standards	$0.00
	c. All other	$123.00
	Current Transformer (CT)/Other Meter (Company-Owned)	
	a. First Meter test in last four years	$0.00
	b. Meter found outside relevant accuracy standards	$0.00
	c. All other	$160.00

Charge No.	Name and Description	Amount
	Competitive Meter	$160.00
Meter Reading Charges (Non-Standard Meter)		
(8)	**Re-Read to Verify Accuracy of Meter Reading** This service verifies the accuracy of Company's Meter Reading of Retail Customer's Non-Standard Meter. Retail Customer may directly submit order to Company to perform this service if authorized pursuant to Section 4.11, OUTAGE AND SERVICE REQUEST REPORTING. Company shall complete performance of the service within five Business Days of Company's receipt of the order.	
	Inaccurate Meter Reading	$0.00
	Accurate Meter Reading	$50.00
(9)	**Meter Reading for the Purpose of a Standard Switch** This service reads Retail Customer's Meter for the purpose of switching Retail Customer's account to a different Competitive Retailer when Retail Customer has not requested a self-selected switch. The service is performed in accordance with Section 4.3.4, CHANGING OF DESIGNATED COMPETITIVE RETAILER. Company shall complete performance of the service using an Actual Meter Reading to allow completion of the switch within four Business Days of the First Available Switch Date (FASD) received from the Registration Agent. The FASD is day zero unless otherwise specified by the Registration Agent.	
	If a Meter Reading occurs within four Business Days beginning with the FASD, Company shall complete performance of the service using the Meter Reading.	$0.00
	Company may use an Estimated Meter Reading to complete performance of the service if conditions preclude execution of an Actual Meter Reading.	

Charge No.	Name and Description	Amount
(10)	**Meter Reading for the Purpose of a Self-Selected Switch** This service reads Retail Customer's Meter on a date other than the Scheduled Meter Reading Date for the purpose of switching Retail Customer's account to a different Competitive Retailer on a date certain. The service is performed in accordance with Section 4.3.4, CHANGING OF DESIGNATED COMPETITIVE RETAILER. A charge applies only when Company uses an Actual Meter Reading to perform the service. Company shall complete performance of the service on the requested date, provided: (1) the requested date is a Business Day; (2) Company receives the order by 5:00 PM CPT on a Business Day; and (3) the order is received at least two Business Days prior to the requested date. If the requested date is not a Business Day, Company shall treat the next Business Day as the requested date. Company may treat an order received after 5:00 PM CPT on a Business Day, or on a day that is not a Business Day, as received by 5:00 PM CPT on the next Business Day. If the order is received by Company less than two Business Days prior to the requested date, Company shall complete performance of the service no later than two Business Days after the date the order is received. Company may use an Estimated Meter Reading to complete performance of the service if conditions preclude execution of an Actual Meter Reading.	$50.00
(11)	**Meter Reading for the Purpose of a Switch Due to Denial of Access by Retail Customer** This service completes a Meter Reading for the purpose of switching Retail Customer's account to a different Competitive Retailer when Company is unable to access Meter and perform an Actual Meter Reading.	$50.00
(12)	**Estimated Meter Reading for the Purpose of a Mass Transition** The service provides an Estimated Meter Reading for each affected Retail Customer for the purpose of a mass transition of the Retail Customers pursuant to 16 TAC § 25.43. Company shall charge the exiting Competitive Retailer for performance of the service.	$0.00

Charge No.	Name and Description	Amount
Non-Standard Metering Service Recurring Fee		
(13)	**Non-Standard Metering Service Recurring Fee** Applicable to a Retail Customer receiving Non-Standard Metering Service pursuant to 16 TAC § 25.133. The fee shall be charged beginning with the first regular cycle bill after the initiation of Non-Standard Metering Service. The fee shall no longer be charged beginning with the first regular cycle bill following the termination of Non-Standard Metering Service.	$50.00
Service Call Charge (Non-Standard Meter)		
(14)	This charge is for service that dispatches Company personnel to Retail Customer's Premises to investigate an outage or other service-related problem. Retail Customer may directly submit order to Company to perform this service if authorized pursuant to Section 4.11, OUTAGE AND SERVICE REQUEST REPORTING. A charge for the performance of this service applies only if Company completes its investigation and determines the outage or other service-related problem is not caused by Company equipment. Business Day (8:00 AM--5:00 PM CPT) Business Day (Other Hours) Weekend Holiday	$104.00 $144.00 $144.00 $185.00
Outdoor Lighting Charges (Non-Standard Meter)		
(15)	**Security Lighting Repair** This service repairs existing Company-owned security lights on Retail Customer's Premises. Company shall perform repairs necessitated by standard	

Charge No.	Name and Description	Amount
	lamp and glass replacements at no charge. Retail Customer may directly submit order to Company to obtain the service if authorized pursuant to Section 4.11, OUTAGE AND SERVICE REQUEST REPORTING. Company shall complete performance of this service expeditiously after Company's receipt of the order in accordance with Section 5.4.6, RETAIL CUSTOMER'S DUTY REGARDING COMPANY'S FACILITIES ON RETAIL CUSTOMER'S PREMISES. Company shall complete repairs limited to standard lamp and glass replacements no later than 7 calendar days and no later than 15 calendar days for all other repairs.	As Calculated
(16)	**Security Light Removal** This service removes Company-owned security lights on Retail Customer's Premises in accordance with Sections 5.7.8, REMOVAL AND RELOCATION OF COMPANY'S FACILITIES AND METERS and 5.7.9, DISMANTLING OF COMPANY'S FACILITIES. Retail Customer may directly submit order to Company to obtain the service. Company shall complete performance of the service on the requested date, provided Company receives the order at least 30 days prior to the requested date. Company may initiate removal of Company-owned security lights and complete performance of the service prior to the requested date upon mutual agreement between the Company and the requesting party. Company shall not assess a charge for the removal of Company-owned security lights initiated by Company.	As Calculated
(17)	**Street Light Removal** This service removes Company-owned street lights in accordance with Sections 5.7.8, REMOVAL AND RELOCATION OF COMPANY'S FACILITIES AND METERS and 5.7.9, DISMANTLING OF COMPANY'S FACILITIES. Retail Customer may directly submit order to Company to obtain the service if authorized pursuant to Section 4.11, OUTAGE AND SERVICE REQUEST REPORTING. Company shall complete performance of the service on the requested date, provided Company receives the order at least 30 days prior to the requested date. Company may initiate removal of Company-owned street lights and	As Calculated

Charge No.	Name and Description	Amount
	complete performance of the service on a date or dates other than the requested date upon mutual agreement between the Company and the requesting party.	
Tampering and Related Charges (Non-Standard Meter)		
(18)	**Tampering** This service investigates and corrects the unauthorized use of Delivery System pursuant to Section 5.4.7, UNAUTHORIZED USE OF DELIVERY SYSTEM, or other Tampering with Company's Meter or Metering Equipment, or the theft of electric service by any person at the Retail Customer's Premises. Tampering charges may include, but are not limited to, Delivery Charges, the cost of testing the Meter, the cost of replacing and repairing a Meter and Metering Equipment (including the Meter seal), the cost of installing protective facilities or relocating the Meter, and all other costs associated with the investigation and correction of the unauthorized use.	As Calculated
(19)	**Broken Outer Meter Seal** This service replaces a broken outer Meter seal.	$36.00
Denial of Access Charges (Non-Standard Meter)		
(20)	**Inaccessible Meter** This charge is for service that applies when Company personnel are unable to gain access to the Meter of a Critical Load Public Safety Customer or Critical Load Industrial Customer Premises as a result of continued denial of access to Meter, as provided in Section 4.7.2.1, DENIAL OF ACCESS BY RETAIL CUSTOMER.	$100.00
(21)	**Denial of Access to Company's Delivery System** This charge applies when Retail Customer fails to provide access to Retail Customer's Premises, as required by Section 5.4.8, ACCESS TO RETAIL CUSTOMER'S PREMISES, and includes all costs incurred by Company to obtain such access.	As Calculated

6.1.3.2 CONSTRUCTION SERVICE CHARGES

APPLICATION

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

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

Charge No.	Name and Description	Amount
6.1.3.2.1	**Facilities Extension Schedule** addresses the costs associated with the extension of Delivery System facilities under Section 5.7 of the Tariff.	As calculated pursuant to the Schedule
6.1.3.2.2	**Retail Electric Switchover Fee** is charged when a Retail Customer requests to switch service of a consuming facility from Company to another utility that has the right to serve the facility and shall be handled pursuant to 16 TAC § 25.27, a copy of which will be provided upon request. In multiple certificated areas previously served by AEP Texas – Central Divsion, a Retail Customer may not avoid stranded cost recovery charges by switching to another electric utility, electric cooperative, or municipally-owned utility after May 1, 1999. A Retail Customer in a multiple certificated service area that requested to switch providers on or before May 1, 1999, or was not taking service from an electric utility on May 1, 1999, and does not do so after that date is not responsible for paying retail stranded costs of that utility.	
	i. Base Charge	$720
	ii. Base Charge Adder	$173
	iii. Facilities Recovery Charge	As Calculated

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

6.1.3.2.1 FACILITIES EXTENSION SCHEDULE

TERMS AND CONDITIONS

Schedule 6.1.3.2.1 addresses the costs associated with extension of Delivery System facilities under Section 5.7 of the Tariff. For purposes of this Schedule, whenever the context requires, the term "Retail Customer" includes property owners, builders, developers, contractors, government entities, authorized agent for the ultimate consumer, or any other organization, entity, or individual making the request to the Company for the extension of electric facilities and the installation of Billing Meter(s) for delivery service.

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

Modifications to, and/or re-routes of existing facilities outside of extending electric delivery service to the Retail Customer making the request, are addressed in Section 6.1.3.2 of this Tariff.

This Schedule is not applicable to interconnections with qualifying facilities (cogenerators or small power producers) or distributed generators, except for the section titled "Retail Customer-Owned Substation," which is applicable to qualifying facilities. Sections 6.1.3.3 and 6.1.3.4 of this Tariff address facilities extension for service to those Customers.

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

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

Electric delivery service to residential and non-residential secondary voltage Retail Customers where permanently installed motor loads do not meet the minimum load requirements for
three-phase connection as set out in Section 6.2.3.4 of the Tariff, will be single-phase. A request for three-phase service by a residential Retail Customer or a non-residential Retail Customer that does not meet the permanently installed motor load requirements will only be provided with the Company's approval and will require the Retail Customer to share in the cost of the excess facilities according to the terms of this Policy.

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

DISTRIBUTION FACILITIES EXTENSIONS

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

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

- Execute all contracts, deeds, easements, and other legal documents that the Company deems necessary or appropriate.

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

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

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

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

FACILITIES EXTENSION ALLOWANCES AND FACTORS

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

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

Standard Allowance for a residential connection:	$ 2,858
Standard Allowance for a general service ≤ 10kW connection:	$1,153
Standard Allowance for general service > 10kW connection:	$552/kW
Standard Allowance for a primary line voltage connection:	$379/kW*
Standard Allowance for a primary Substation voltage connection	$249/kW*

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

*Exception for Distribution Line Extension (Greater than $500K in Total Construction Costs)

Allowance For Subdivisions With Front of Lot Delivery Service. To qualify for the Front of Lot Delivery Service Allowance, the electric delivery service must enter the front of the lot, the subdivision must contain more than 20 lots and the lot sizes must be smaller than one-half acre. Subdivisions located within cities that have ordinances requiring electric delivery service from the rear of the lots, or have restrictions/requirements that

otherwise prevent electric service from being provided from the front of the lot, will not qualify for the allowance.

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

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

1. A comparison of the total estimated cost of the extension, excluding the standard allowances, to the estimated annual revenue for the type of service requested.

2. In the case of electrical facilities upgrades, only the cost of the added facilities that are required due to the Retail Customer's request are included in determining the cost to meet the Retail Customer's request. Those portions of the upgrade that will benefit the system but are not needed to meet the Retail Customer's request will not be included. When the Retail Customer's request requires the Company to make a system upgrade in a dually certificated area, the Retail Customer will be required to commit in writing that he will reimburse the Retail Company for the undepreciated value of the upgrade in the event the Retail Customer elects to switch his electric connection provider to another utility.

3. If, the expected revenue life of a facilities extension is not at least sixty (60) months, the facility will be deemed to be temporary service.

4. The possibility of serving additional Retail Customers from the proposed facilities within two (2) years.

SHARING OF CONSTRUCTION COSTS BETWEEN THE COMPANY AND THE RETAIL CUSTOMER

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

For permanent installations, and after consideration of all these factors and application of all appropriate allowances, any expenditure deemed to be excessive will require the Retail Customer to share in the cost of the extension through a CIAC to be paid prior to construction. CIACs are taxable and shall include an Income Tax Component of Contribution (ITCC) at the current applicable rates. This ITCC rate will be revised and published annually, and it is available on request. The amount of the CIAC will be the total cost of the facilities extension less all applicable allowances plus the impact for taxes. A Retail Customer requesting an installation which in the opinion of the Company may be of questionable permanence but not specifically temporary (such as, but not limited to, hunting or fishing camps) will pay a CIAC prior to construction. The CIAC for installations that the Company deems to be of questionable permanence will equal the total cost of the facilities extension. Should the Retail Customer default on the payment agreement, the full remaining balance of the CIAC will become due and will be billed to the Retail Customer immediately.

The CIAC is non-refundable and will be based on estimated costs and warranted allowances as stated above. Upon Customer or Company request the Company will compare the estimated costs to the actual costs upon completion of the job. Any difference exceeding Ten Percent (10%) between estimated costs and actual costs will be refunded or bil6.3.4.3
as the case may be.

TEMPORARY SERVICE FACILITIES

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

DISTRIBUTION LINE EXTENSIONS (Greater than $500K in total construction costs)

For distribution voltage retail loads greater than $500,000 in total construction costs, the Company will provide distribution voltage to one point of delivery via radial line, with one meter, at one of the Company's standard voltages. The Company will evaluate each new distribution service customer's request for connection to the distribution system to determine if a CIAC will be required. Additionally, unless the customer's CIAC is intended to fully fund the cost of interconnection, the Company may require additional contractual agreements and other means of security to ensure the costs for planning,

licensing and constructing non-customer owned facilities are recoverable in the event the distribution service customer is unable to take distribution service.

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

TRANSMISSION LINE EXTENSIONS (69KV AND ABOVE)

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

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

RETAIL CUSTOMER-OWNED SUBSTATION

Pursuant to the requirements of this section, a Retail Customer may design, construct, own and maintain the 138kV or below transmission voltage substation from which it takes service, including facilities that will become an integral part of the Company's transmission system network and ERCOT. The Retail Customer and the Company will execute an agreement establishing their respective responsibilities regarding the Retail Customer-owned substation consistent with the requirements of this section. Neither the Retail Customer nor the Company will unreasonably withhold its assent to such an agreement. The agreement will address, but not be limited to, the following elements: substation design criteria, telemetry specifications, protective relaying requirements, and outage, switching and clearance coordination procedures.

The Retail Customer understands and agrees that it is obligated to meet the Company's then-current design criteria when building a Retail Customer-owned substation unless the Company grants an exception as part of the review process described in this paragraph. The Retail Customer also understands and agrees that it may be required to modify the Retail Customer-owned substation in the future at the Retail Customer's expense if necessary to meet reliability needs or regulatory requirements. The Company will provide its then-current design criteria to the Retail Customer and notify the Retail Customer if modifications to the Retail Customer's substation are required to meet reliability or regulatory requirements. To ensure efficient coordination, the Company and the Retail Customer will communicate during the process of the design and construction or modification of the Retail Customer-owned substation, and the Retail Customer agrees to submit its engineering documents to the Company for review and acceptance before equipment is ordered or construction begins. The Company agrees to promptly review and evaluate the Retail Customer's engineering documents and to not unreasonably withhold final acceptance of those documents. The Company's review of the Retail Customer's engineering documents shall not be construed as confirming, endorsing or providing a warranty as to the fitness, safety, durability or reliability of such facilities or the design thereof. However, the Company is responsible for ensuring that the design criteria it provides to the Retail Customer are adequate for the Retail-Customer owned substation to integrate safely and reliably with the Company's transmission system network and to meet ERCOT's requirements that are applicable to the Company's transmission system network.

The Retail Customer is responsible for all costs and liabilities related to the Retail Customer's design, construction, operation, maintenance, and ownership of the Retail Customer-owned substation, provided, however, that the Retail Customer is not responsible for liabilities arising from the Company's design criteria.

To ensure the safe and reliable operation of the Company's transmission system network and the Retail Customer's facilities, the Retail Customer and the Company will coordinate access, maintenance, and operations activities associated with the Retail Customer-owned substation as required.

The Retail Customer further understands and agrees that it is solely responsible for ensuring compliance with the applicable North American Electric Reliability Corporation (NERC) standards for equipment owned by the Retail Customer inside the Retail Customer-owned substation, except: (i) the Company agrees to provide reports necessary for such compliance as outlined in the agreement; and (ii) to the extent that the Company has otherwise agreed in writing to assume responsibility. The Retail Customer shall comply with any applicable requirements of ERCOT and any governmental authority with respect to its ownership and operation of transmission facilities. Upon request, the Retail Customer shall provide copies to the Company of any reports that the Retail Customer is required to file with respect to the Retail Customer-owned substation with entities such as NERC, the Texas Reliability Entity, and ERCOT.

This section does not affect the terms of an agreement between a Retail Customer and the Company as those terms existed as of March 12, 2021 concerning customer-owned substations.

6.1.3.2.2 RETAIL ELECTRIC SERVICE SWITCHOVERS

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

Base Charge:	$720.00
Base Charge Adder:	$173.00
Facilities Recovery Charge	As Calculated

6.1.3.2.3 FACILITIES REMOVAL/RELOCATION/ MODIFICATION FEE

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

6.1.3.2.4 SPECIAL PRODUCTS/SERVICES FEE

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

6.1.3.2.5 EMERGENCY MAINTENANCE SERVICE FEE

AVAILABILITY

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

> *...an "emergency situation" means a situation in which there is a significant risk of harm to the health or safety of a person or damage to the environment. In determining whether to provide the competitive energy service in an emergency situation, the utility shall consider the following criteria:*
>
> *(A) whether the customer's facilities are impaired or are in jeopardy of failing, and the nature of the health, safety, or environmental hazard that might result from the impairment or failure of the facilities; and*
>
> *(B) whether the customer has been unable to procure, or is unable to procure within a reasonable time, the necessary transformation and protection equipment or the necessary transmission or substation repair services from a source other than the electric utility.*
>
> *(C) whether provision of the emergency service to the customer would interfere with the electric utility's ability to meet its system needs.*

APPLICABILITY

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

CHARGES FOR EMERGENCY SERVICES

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

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

TERMS OF PAYMENT

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

TERMS AND CONDITIONS

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

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

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

6.1.3.2.6 CUSTOMIZED MAINTENANCE SERVICE FEE

AVAILABILITY

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

APPLICABILITY

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

MAINTENANCE CHARGES

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

TERMS OF PAYMENT

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

TERMS AND CONDITIONS

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

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

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

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

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

APPLICATION

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

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

Charge No.	Name and Description	Amount
6.1.3.3.1	**Returned Instrument Fee** is charged to the party making the payment for each check (or other form of payment) returned unpaid by a financial institution to the Company.	$49.00
6.1.3.3.2	**Special Products/Services Fee** is charged to the REP when products and/or services requested are appropriate for an electric utility to provide and are not prohibited by the PUCT. The full spectrum of such potential products and/or services either may not be anticipated at this time or may not occur regularly enough to warrant a specific fee. For each of these qualifying products and/or services provided by the Company, the fee will be charged based on the estimated cost (current cost at the time the product/service is provided) to provide the requested product and/or service.	Estimated cost
6.1.3.3.3	**Facilities Monthly Maintenance Service Fee** is charged for routine operation, maintenance, and replacement of facilities owned by the Retail Customer that are an integral part of the Company's delivery system.	Installed cost x . 43%

Charge No.	Name and Description	Amount
6.1.3.3.4	**Distribution Voltage Facilities Rental Service Fee** is charged for distribution voltage facilities that are being leased from Company under a facilities rental agreement on September 1, 2000.	Installed cost x 1.29%
6.1.3.3.5	**System Integral Facilities Rental Service Fee** is charged for the rental of facilities that are installed on the utility's side of the Point of Delivery but are dedicated solely to providing service to the Retail Customer.	Installed cost x 1.29%
6.1.3.3.6	**Pulse Metering Equipment Installation Fee** A. Request for K-Y-Z Outputs Only for a Typical Installation: Fixed Price if existing billing Meter is a standard Meter B. Request for Non-Typical Installations of Solid-State Advanced Metering: Not specifically covered above or covered in any other discretionary fee	$413.00 Estimated cost
6.1.3.3.7	**Competitive Meter Removal/Install Fee** is charged to the REP for removal and installation of meters of Retail Customers who are participating in competitive metering. This fee covers: (1) The cost of removing the Company owned meter and replacing it with a competitively owned meter; (2) The cost of replacing a functioning or non-functioning competitively owned meter with a functioning Company meter. (3) The cost of reinstalling a functioning competitively owned meter; or (4) The cost of replacing a competitively owned meter with another competitively owned meter. All work performed during business hours. These fees are based on standard work. Any construction necessary to complete the job will be charged at current cost and will be in addition to the listed fees. A. Self-Contained Meter B. CT Meter	As Calculated

Charge No.	Name and Description	Amount
6.1.3.3.8	**Competitive Meter Physical Access Equipment Installation Fee** is charged for the installation of an external termination junction box which utilizes the RJ family of connectors to provide physical access to the modem, network, serial and/or digital pulse data interfaces on a competitive meter. This fee is charged in addition to the Competitive Meter Removal/Install Fee. Customer must provide telecommunication line and isolation relay, if required. These fees are based on standard work. Any construction necessary to complete the job will be charged at current cost and will be in addition to the listed fee. A. Performed during initial meter installation B. Performed after initial meter installation	As Calculated
6.1.3.3.9	**Competitive Meter Non-Standard Programming Fee** is charged to the REP for providing any requested non-standard programming to competitively owned meter. The non-standard programming can be performed in the field on an already installed competitively owned meter or prior to installation of the competitively owned meter. This fee is charged in addition to the Competitive Meter Removal/Install Fee. This service will be performed during business hours. These fees are based on standard work. Any construction necessary to complete the job will be charged at current cost and will be in addition to the listed fee. A. Non-Standard Programming Prior to Installation B. Non-Standard Field Programming on Previously Installed Meter	As Calculated
6.1.3.3.10	**Meter Communications Diagnostic Fee** is charged to the REP when the Company must test and validate 3rd party communications equipment associated with a competitively owned meter or the TDU owned meter. This fee is based on standard work. Any construction necessary to complete the job will be charged at current cost and will be in addition to the listed fee. During Normal Business Hours	As Calculated

6.1.3.3.11	**Unexecutable Order Fee** is charged to the REP to recover the costs of preparing and dispatching an order to send an employee (any dispatched employee) when the work cannot be performed due to lack of access or other cause not the fault of the Company. Un-executable Order i. Routine Order ii. Priority Order	 $31.00 $42.00
6.1.3.3.12	**Distributed Generation Meter Installation Fee** is charged when Non-Standard Metering equipment is requested with distributed generation.	As Calculated

6.1.3.3.13	**Damage to Company Facilities Fee.** Pursuant to Section 5.4.6, RETAIL CUSTOMER'S DUTY REGARDING COMPANY'S FACILITIES ON RETAIL CUSTOMER'S PREMISES, charges for loss of, or damage to, Company Delivery System facilities on Retail Customer's Premises caused by or arising out of Retail Customer's failure to exercise reasonable care not to damage such facilities, including labor, material, equipment, legal services and associated costs including cost burdens, such as, overhead, warehousing, administration, etc.	As Calculated
6.1.3.3.14	**Miscellaneous Fee** is charged to the Retail Electric Provider (REP) or Customer to recover the costs of work being performed or the work that will be performed by Company at Customer's request.	As Calculated

6.1.3.3.1 RETURNED INSTRUMENT FEE

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

6.1.3.3.2 SPECIAL PRODUCTS/SERVICES FEE

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

6.1.3.3.3 FACILITIES MONTHLY MAINTENANCE SERVICE FEE

AVAILABILITY

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

APPLICABILITY

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

MAINTENANCE CHARGES

The monthly maintenance charges will be derived by the total calculated installed cost of the electric facilities to be operated and maintained by Company (determined at the time the Facilities Maintenance Service Agreement is signed) multiplied by fourty-three hundredth of one percent (.43%).

TERMS OF PAYMENT

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

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

b) Retail Customers who take electric connection service for twelve (12) consecutive months shall pay maintenance charges on a monthly basis and the monthly maintenance charge will be due and payable with the Retail Customer's monthly bill for Electric Service to the REP.

TERMS AND CONDITIONS

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

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

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

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

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

6.1.3.3.4 DISTRIBUTION VOLTAGE FACILITIES RENTAL SERVICE

AVAILABILITY

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

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

APPLICABILITY

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

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

RENTAL CHARGES

The monthly rental charge for distribution voltage facilities owned, operated and maintained by Company, will be derived by the total calculated installed cost of the facilities to be rented (less any applicable contribution), (determined at the time of the signing of the Facilities Rental Agreement contract) multiplied by 1.29%. The Retail Customer is responsible for the rental charge beginning with the effective date of initiating service or the date installation of the facilities was

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

Monthly Rental Charges = (calculated installed cost less any applicable contribution) x 0.0129)

TERMS OF PAYMENT

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

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

TERMS AND CONDITIONS

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

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

(2) The installed cost of the original equipment.

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

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

6.1.3.3.5 SYSTEM INTEGRAL FACILITIES RENTAL SERVICE

AVAILABILITY

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

APPLICABILITY

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

RENTAL CHARGES

The monthly rental charge for system integral facilities, owned, operated and maintained by Company, will be derived by the total calculated installed cost of the facilities to be rented (less any applicable contribution), (determined at the time of the signing of the Facilities Rental Service Agreement contract) multiplied by 1.29%. The Retail Customer is responsible for the rental charge beginning with the effective date of initiating service or the date installation of the facilities was completed if the facilities were installed after the execution of the Facilities Rental Service Agreement.

Monthly Rental Charges = (calculated installed cost less any applicable contribution) x 0.0129)

TERMS OF PAYMENT

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

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

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

TERMS AND CONDITIONS

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

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

(2) The installed cost of the original equipment.

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

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

6.1.3.3.6 PULSE METERING EQUIPMENT INSTALLATION FEE

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

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

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

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

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

Fixed Price if existing billing meter is a standard Meter	$413.00

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

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

6.1.3.3.7 COMPETITIVE METER REMOVAL / INSTALL SERVICE FEE

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

6.1.3.3.8 COMPETITIVE METER PHYSICAL ACCESS EQUIPMENT INSTALLATION SERVICE FEE

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

6.1.3.3.9 COMPETITIVE METER NON-STANDARD PROGRAMMING FEE

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

6.1.3.3.10 METER COMMUNICATIONS DIAGNOSTIC FEE

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

6.1.3.3.11 UNEXECUTABLE ORDER FEE

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

6.1.3.3.12 DISTRIBUTED GENERATION METER INSTALLATION FEE

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

6.1.3.3.13 DAMAGE TO COMPANY FACILITIES FEE

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

6.1.3.3.14 MISCELLANEOUS FEE

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

6.1.3.4 DISTRIBUTED GENERATION CHARGES

INTERCONNECTION AND PARALLEL OPERATION OF DISTRIBUTED GENERATION

Company shall interconnect distributed generation pursuant to Public Utility Commission of 16 TAC § 25.211 and 25.212.

A customer seeking interconnection and parallel operation of distributed generation with Company must complete and submit the Application for Interconnection and Parallel Operation of Distributed Generation with the Utility System.

PRE-INTERCONNECTION STUDY FEE SCHEDULE

Pre-certified distributed generation units that are up to 500 kW that export not more than 15% of the total load on a single radial feeder and also contribute not more than 25% of the maximum potential short circuit current on a radial feeder are exempt from any pre-interconnection study fees. For all other DG applications, the study fees in the following table will apply.

	0-10 kW	10+ to 500 kW	500+ to 2000 kW	2000+ kW
Non Exporting				
1. Pre-certified, not on network	$0	$476	$4,389	$4,389
2. Not pre-certified, not on network	$179	$854	$4,389	$4,389
3. Pre-certified, on network	$305	$889	$8,690	$8,690
4. Not pre-certified, on network	$557	$1,267	$8,690	$8,690
Exporting				
1. Pre-certified, not on network	$0	$602	$5,414	$5,414
2. Not pre-certified, not on network	$305	$1,106	$5,414	$5,414
3. Pre-certified, on network	$557	$1,267	$9,878	$9,878
4. Not pre-certified, on network	$1,061	$2,338	$9,878	$9,878

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

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

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

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

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

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

6.1.4.1 UNIFORM DISCRETIONARY SERVICE CHARGES

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

Charge No.	Name and Description	Amount
	Existing	$104.00
	Current Transformer (CT)/Other Meter	$81.00
	New	$383.00
	Existing	$176.00
(2)	**Priority Move-In (AMS-M Meter)** This charge is for service to initiate Delivery to Retail Customer's Point of Delivery when an order includes the TX SET transaction for priority move-in service. It is available only at Premises with an existing AMS-M Meter. Company shall complete performance of the service on the requested date, provided: (1) the requested date is a Business Day; and (2) Company receives the order by 5:00 PM CPT on a Business Day. If the requested date is not a Business Day, Company shall treat the next Business Day as the requested date. Company may treat an order received after 5:00 PM CPT on a Business Day, or on a day that is not a Business Day, as received by 5:00 PM CPT on the next Business Day.	
	Self-Contained Meter	$103.00
	Current Transformer (CT)/Other Meter	$228.00
Disconnection Charges (AMS-M Meter)		
(3)	**Move-Out** This service discontinues Delivery at Retail Customer's Point of Delivery. Company shall complete performance of the service on the requested date, provided: (1) the requested date is a Business Day; (2) Company receives the order by 5:00 PM CPT on a Business Day; and (3) the order is received at least two Business Days prior to the requested date. If the requested date is not a Business Day, Company shall treat the next Business Day as the requested date. Company may treat an order received after 5:00 PM CPT on a Business Day, or on a day that is not a Business Day, as received by 5:00 PM CPT on the next Business Day.	

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

Charge No.	Name and Description	Amount
	or Company. Company may also discontinue Delivery to Retail Customer's Point of Delivery due to Retail Customer's failure to fulfill obligations to the Company pursuant to a contract, this Tariff, or other Applicable Legal Authorities. Company shall not discontinue Delivery to a Retail Customer's Point of Delivery due to non-payment: (1) before the requested date; (2) in violation of 16 TAC § 25.483(f)(2); or (3) if provisions in other Applicable Legal Authorities prohibit such disconnection. Company also shall not discontinue Delivery to Retail Customer's Point of Delivery between the hours of 5:00 PM CPT and 7:00 AM CPT due to non-payment, unless a coordinated disconnection allowing the disconnection of service between these hours is arranged pursuant to Section 4.3.12.3, COORDINATED DISCONNECTION. When appropriate, the coordinated disconnection of service may occur between 5:00 PM and 7:00 AM CPT. Company shall complete performance of the service within three Business Days of the requested date, provided: (1) the requested date is a Business Day; (2) Company receives the order by 5:00 PM CPT on a Business Day; and (3) the order is received at least two Business Days prior to the requested date. If the requested date is not a Business Day, Company shall treat the next Business Day as the requested date. Company may treat an order received after 5:00 PM CPT on a Business Day, or on a day that is not a Business Day, as received by 5:00 PM CPT on the next Business Day. If the order is received by Company less than two Business Days prior to the requested date, Company shall complete performance of the service within four Business Days after the date the order is received. Company shall not charge Competitive Retailer for performance of the service if Company initiates disconnection for non-payment.	
	Disconnection at Meter	$39.00
	Disconnection at Premium Location (e.g., pole, weatherhead, secondary box)	$93.00
(6)	**Reconnection After Disconnection for Non-Payment of Charges (DNP)** This service restarts Delivery at Retail Customer's Point of Delivery after discontinuance due to Retail Customer's non-payment of charges billed by Competitive Retailer or Company.	

Charge No.	Name and Description	Amount
	Company shall complete performance of standard reconnection service on the date Company receives the order, provided Company receives the order by 2:00 PM CPT on a Business Day. If Company receives the order after 2:00 PM CPT on a Business Day, Company shall complete performance of the standard reconnection service on the date of receipt if possible, but no later than the close of Company's next Field Operational Day. Company shall complete performance of same-day reconnection service on the date Company receives the order, provided Company receives the order by 5:00 PM CPT on a Business Day. If the order is received by Company after 5:00 PM CPT on a Business Day, or on a day that is not a Business Day, Company shall complete performance of the service no later than the close of Company's next Field Operational Day. Company shall treat an order for reconnection service received after 7:00 PM CPT, or received on a Non-Business Day, as received at 8:00 AM CPT on the next Business Day. In no event shall Company fail to reconnect service within 48 hours of Company's receipt of the order. However, if this requirement results in reconnection being performed on a day that is not a Business Day, the appropriate Weekend or Holiday charge shall apply. Company shall not charge Competitive Retailer for performance of the service if Company restarts Delivery reconnection after Company-initiated disconnection for non-payment. Reconnection at Meter	
	i. Standard Reconnect	$60.00
	ii. Same Day Reconnect	$86.00
	iii. Weekend	$110.00
	iv. Holiday	$165.00
	Reconnection at Premium Location (e.g., pole, weatherhead, secondary box)	
	i. Standard Reconnect	$126.00
	ii. Same Day Reconnect	$175.00

Charge No.	Name and Description	Amount
	iii. Weekend	$175.00
	iv. Holiday	$224.00
Meter Testing Charges (AMS-M Meter)		
(7)	**Meter Test** - This charge is for service that tests Retail Customer's Meter in accordance with Section 4.7.4, METER TESTING. Retail Customer may directly submit an order to Company to perform this service as authorized pursuant to Section 4.11, OUTAGE AND SERVICE REQUEST AND REPORTING.	
	Self-Contained Meter (Company-Owned)	
	a. First Meter test in last four years	$0.00
	b. Meter found outside of relevant accuracy standards	$0.00
	c. All other	$123.00
	Current Transformer (CT)/Other Meter (Company-Owned)	
	a. First Meter test in last four years	$0.00
	b. Meter found outside relevant accuracy standards	$0.00
	c. All other	$160.00
	Competitive Meter	$160.00
Meter Reading Charges (AMS-M Meter)		
(8)	**Meter Reading for the Purpose of a Standard Switch** This service reads Retail Customer's Meter for the purpose of switching Retail Customer's account to a different Competitive Retailer when Retail Customer has not requested a self-selected switch. The service is performed in accordance with Section 4.3.4, CHANGING OF DESIGNATED COMPETITIVE RETAILER. Company shall complete performance of the service using an Actual Meter Reading to allow completion of the switch on the First Available Switch Date (FASD) received from the Registration Agent, provided: (1) Company receives the order by 7:00 PM CPT on an AMS Operational Day; and (2) the	

Charge No.	Name and Description	Amount
	FASD is an AMS Operational Day. The FASD is day zero unless otherwise specified by the Registration Agent. Company may treat an order received after 7:00 PM CPT on an AMS Operational Day, or on a day that is not an AMS Operational Day, as received on the next AMS Operational Day. Company may use an Estimated Meter Reading to complete performance of the service if conditions preclude execution of an Actual Meter Reading.	$0.00
(9)	**Meter Reading for the Purpose of a Self-Selected Switch** This service reads Retail Customer's Meter on a date other than the Scheduled Meter Reading Date for the purpose of switching Retail Customer's account to a different Competitive Retailer on a date certain. The service is performed in accordance with Section 4.3.4, CHANGING OF DESIGNATED COMPETITIVE RETAILER. A charge applies only when Company uses an Actual Meter Reading to perform the service. Company shall complete performance of the service on the requested date provided: (1) Company receives the order by 7:00 PM CPT on the requested date; and (2) the requested date is an AMS Operational Day. Company may treat an order received after 7:00 PM CPT on an AMS Operational Day, or on a day that is not an AMS Operational Day, as received on the next AMS Operational Day. If the requested date is not an AMS Operational Day, Company shall complete performance of the service by the first AMS Operational Day following the requested date. Company may use an Estimated Meter Reading to complete performance of the service if conditions preclude execution of an Actual Meter Reading.	$0.00
(10)	**Meter Reading for the Purpose of a Mass Transition** This service provides a Meter Reading for each affected Retail Customer for the purpose of a mass transition of the Retail Customers pursuant to 16 TAC § 25.43. Company shall charge the exiting Competitive Retailer for performance of the service.	$0.00

Charge No.	Name and Description	Amount
Non-Standard Meter Installation Charge (AMS-M Meter)		
(11)	**Non-Standard Metering Service One-Time Fee** Applicable to a Retail Customer with an AMS-M Meter who chooses to begin receiving Non-Standard Metering Service under Section 6.1.3, pursuant to 16 TAC § 25.133. Company shall bill the One-Time Fee to Retail Customer, collect payment, and receive the signed, written acknowledgement pursuant to 16 TAC § 25.133 before the initiation of Non-Standard Metering Service.	
	New Analog Meter One-Time Fee	$222.00
	Digital Non-Communicating Meter One-Time Fee	
	i. Self-Contained	$284.00
	ii. CT Meter	$301.00
	Advanced Meter with Communications Disabled One-Time Fee	$321.00
Service Call Charge (AMS-M Meter)		
(12)	**Service Call** - This charge is for service that dispatches Company personnel to Retail Customer's Premises to investigate an outage or other service-related problem. Retail Customer may directly submit order to Company to perform this service if authorized pursuant to Section 4.11, **OUTAGE AND SERVICE REQUEST REPORTING.** A charge for the performance of this service applies only if Company completes its investigation and determines the outage or other service-related problem is not caused by Company equipment.	
	Business Day (8:00 AM--5:00 PM CPT)	$104.00
	Business Day (Other Hours)	$144.00

Charge No.	Name and Description	Amount
	Weekend	$144.00
	Holiday	$185.00
Tampering and Related Charges (AMS-M Meter)		
(13)	**Tampering** This service investigates and corrects the unauthorized use of Delivery System pursuant to Section 5.4.7, UNAUTHORIZED USE OF DELIVERY SYSTEM, or other Tampering with Company's Meter or Metering Equipment, or the theft of electric service by any person at the Retail Customer's Premises. Tampering charges may include, but are not limited to, Delivery Charges, the cost of testing the Meter, the cost of replacing and repairing a Meter and Metering Equipment (including the Meter seal), the cost of installing protective facilities or relocating the Meter, and all other costs associated with the investigation and correction of the unauthorized use.	As Calculated
(14)	**Broken Outer Meter Seal** This service replaces a broken outer Meter seal.	$36.00
Denial of Access Charges (AMS-M Meter)		
(15)	**Inaccessible Meter** This charge is for service that applies when Company personnel are unable to gain access to the Meter of a Critical Load Public Safety Customer or Critical Load Industrial Customer Premises as a result of continued denial of access to Meter, as provided in Section 4.7.2.1, DENIAL OF ACCESS BY RETAIL CUSTOMER.	$100.00
(16)	**Denial of Access to Company's Delivery System** This charge applies when Retail Customer fails to provide access to Retail Customer's Premises, as required by Section 5.4.8, ACCESS TO RETAIL	As Calculated

Charge No.	Name and Description	Amount
	CUSTOMER'S PREMISES, and includes all costs incurred by Company to obtain such access.	

6.1.4.2 CONSTRUCTION SERVICE CHARGES

APPLICATION

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

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

Charge No.	Name and Description	Amount
6.1.4.2.1	**Facilities Extension Schedule** addresses the costs associated with the extension of Delivery System facilities under Section 5.7 of the Tariff.	As calculated pursuant to the Schedule
6.1.4.2.2	**Retail Electric Switchover Fee** is charged when a Retail Customer requests to switch service of a consuming facility from Company to another utility that has the right to serve the facility and shall be handled pursuant to 16 TAC § 25.27, a copy of which will be provided upon request. In multiple certificated areas previously served by AEP Texas – Central Divsion, a Retail Customer may not avoid stranded cost recovery charges by switching to another electric utility, electric cooperative, or municipally-owned utility after May 1, 1999. A Retail Customer in a multiple certificated service area that requested to switch providers on or before May 1, 1999, or was not taking service from an electric utility on May 1, 1999, and does not do so after that date is not responsible for paying retail stranded costs of that utility. i. Base Charge ii. Base Charge Adder iii. Facilities Recovery Charge	 $720 $173 As Calculated
6.1.4.2.3	**Facilities Removal/Relocation/Modification Fee** is charged to a Retail Customer, or the Retail Customer's authorized representative requesting the temporary or permanent removal/relocation/modification of any of the Company's facilities. The fee will be the estimated actual cost to the Company to perform the request, calculated for each specific work request at then-current costs and must be paid in advance of the work being performed.	 Estimated cost

Charge No.	Name and Description	Amount
6.1.4.2.4	**Special Products/Services Fee** is charged to the REP when products and/or services requested are appropriate for an electric utility to provide and are not prohibited by the PUCT. The full spectrum of such potential products and/or services either may not be anticipated at this time or may not occur regularly enough to warrant a specific fee. For each of these qualifying products and/or services provided by the Company, the fee will be charged based on the estimated cost (current cost at the time the product/service is provided) to provide the requested product and/or service.	Estimated cost
6.1.4.2.5	**Emergency Maintenance Service Fee** This service is available for emergency repair and/or maintenance service to electric facilities owned by the Retail Customer. The Company can only provide this service in the event of an emergency as defined in 16 TAC § 25.343(g).	Estimated cost
6.1.4.2.6	**Customized Maintenance Service Fee** This service is available under the Company's Facilities Maintenance Agreement with Retail Customer to give the Company the exclusive right to perform routine operation, maintenance, and replacement of facilities owned by the Retail Customer that are considered an integral part of the Company's delivery system.	Estimated cost

6.1.4.2.1 FACILITIES EXTENSION SCHEDULE

TERMS AND CONDITIONS

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

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

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

This Schedule is not applicable to interconnections with qualifying facilities (cogenerators or small power producers) or distributed generators, except for the section titled "Retail Customer-Owned Substation," which is applicable to qualifying facilities. Sections 6.1.4.3 and 6.1.4.4 of this Tariff address facilities extension for service to those Customers.

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

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

Electric delivery service to residential and non-residential secondary voltage Retail Customers where permanently installed motor loads do not meet the minimum load requirements for three-

phase connection as set out in Section 6.2.3.4 of the Tariff, will be single-phase. A request for three-phase service by a residential Retail Customer or a non-residential Retail Customer that does not meet the permanently installed motor load requirements will only be provided with the Company's approval and will require the Retail Customer to share in the cost of the excess facilities according to the terms of this Policy.

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

DISTRIBUTION FACILITIES EXTENSIONS

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

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

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

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

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

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

FACILITIES EXTENSION ALLOWANCES AND FACTORS

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

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

Standard Allowance for a residential connection:	$ 2,858
Standard Allowance for a general service ≤ 10kW connection:	$1,153
Standard Allowance for general service > 10kW connection:	$552/kW
Standard Allowance for a primary voltage connection:	$379/kW*
Standard Allowance for a primary Substation voltage connection	$249/kW*

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

*Exception for Distribution Line Extension (Greater than $500K in Total Construction Costs)

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

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

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

1. A comparison of the total estimated cost of the extension, excluding the standard allowances, to the estimated annual revenue for the type of service requested.

2. In the case of electrical facilities upgrades, only the cost of the added facilities that are required due to the Retail Customer's request are included in determining the cost to meet the Retail Customer's request. Those portions of the upgrade that will benefit the system but are not needed to meet the Retail Customer's request will not be included. When the Retail Customer's request requires the Company to make a system upgrade in a dually certificated area, the Retail Customer will be required to commit in writing that he will reimburse the Retail Company for the undepreciated value of the upgrade in the event the Retail Customer elects to switch his electric connection provider to another utility.

3. If the expected revenue life of a facilities extension is not at least sixty (60) months, the facility will be deemed to be temporary service.

4. The possibility of serving additional Retail Customers from the proposed facilities within two (2) years.

SHARING OF CONSTRUCTION COSTS BETWEEN THE COMPANY AND THE RETAIL CUSTOMER

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

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

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

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

TEMPORARY SERVICE FACILITIES

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

DISTRIBUTION LINE EXTENSIONS (Greater than $500K in total construction costs)

For distribution voltage retail loads greater than $500,000 in total construction costs, the Company will provide distribution voltage to one point of delivery via radial line, with one meter, at one of the Company's standard voltages. The Company will evaluate each new distribution service customer's request for connection to the distribution system to determine if a CIAC will be required. Additionally, unless the customer's CIAC is intended to fully fund the cost of interconnection, the Company may require additional contractual agreements and other means of security to ensure the costs for planning, licensing and constructing non-customer owned facilities are recoverable in the event the distribution service customer is unable to take distribution service.

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

TRANSMISSION LINE EXTENSIONS (69KV AND ABOVE)

For retail loads that warrant transmission voltage service, as mutually determined by the Company and the Retail Customer, the Company will provide transmission voltage to one point of delivery via radial line, with one meter, at one of the Company's standard voltages. The Company will evaluate each new transmission service customer's request for connection to the transmission system to determine if a CIAC will be required. Additionally, unless the customer's CIAC is

intended to fully fund the cost of interconnection, the Company may require additional contractual agreements and other means of security to ensure the costs for planning, licensing and constructing non-customer owned facilities are recoverable in the event the transmission service customer is unable to take transmission service.

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

RETAIL CUSTOMER-OWNED SUBSTATION

Pursuant to the requirements of this section, a Retail Customer may design, construct, own and maintain the 138kV or below transmission voltage substation from which it takes service, including facilities that will become an integral part of the Company's transmission system network and ERCOT. The Retail Customer and the Company will execute an agreement establishing their respective responsibilities regarding the Retail Customer-owned substation consistent with the requirements of this section. Neither the Retail Customer nor the Company will unreasonably withhold its assent to such an agreement. The agreement will address, but not be limited to, the following elements: substation design criteria, telemetry specifications, protective relaying requirements, and outage, switching and clearance coordination procedures.

The Retail Customer understands and agrees that it is obligated to meet the Company's then-current design criteria when building a Retail Customer-owned substation unless the Company grants an exception as part of the review process described in this paragraph. The Retail Customer also understands and agrees that it may be required to modify the Retail Customer-owned substation in the future at the Retail Customer's expense if necessary to meet reliability needs or regulatory requirements. The Company will provide its then-current design criteria to the Retail Customer and notify the Retail Customer if modifications to the Retail Customer's substation are required to meet reliability or regulatory requirements. To ensure efficient coordination, the Company and the Retail Customer will communicate during the process of the design and construction or modification of the Retail Customer-owned substation, and the Retail Customer agrees to submit its engineering documents to the Company for review and acceptance before equipment is ordered or construction begins. The Company agrees to promptly review and evaluate the Retail Customer's engineering documents and to not unreasonably withhold final acceptance of those documents. The Company's review of the Retail Customer's engineering documents shall

not be construed as confirming, endorsing or providing a warranty as to the fitness, safety, durability or reliability of such facilities or the design thereof. However, the Company is responsible for ensuring that the design criteria it provides to the Retail Customer are adequate for the Retail-Customer owned substation to integrate safely and reliably with the Company's transmission system network and to meet ERCOT's requirements that are applicable to the Company's transmission system network.

The Retail Customer is responsible for all costs and liabilities related to the Retail Customer's design, construction, operation, maintenance, and ownership of the Retail Customer-owned substation, provided, however, that the Retail Customer is not responsible for liabilities arising from the Company's design criteria.

To ensure the safe and reliable operation of the Company's transmission system network and the Retail Customer's facilities, the Retail Customer and the Company will coordinate access, maintenance, and operations activities associated with the Retail Customer-owned substation as required.

The Retail Customer further understands and agrees that it is solely responsible for ensuring compliance with the applicable North American Electric Reliability Corporation (NERC) standards for equipment owned by the Retail Customer inside the Retail Customer-owned substation, except: (i) the Company agrees to provide reports necessary for such compliance as outlined in the agreement; and (ii) to the extent that the Company has otherwise agreed in writing to assume responsibility. The Retail Customer shall comply with any applicable requirements of ERCOT and any governmental authority with respect to its ownership and operation of transmission facilities. Upon request, the Retail Customer shall provide copies to the Company of any reports that the Retail Customer is required to file with respect to the Retail Customer-owned substation with entities such as NERC, the Texas Reliability Entity, and ERCOT.

This section does not affect the terms of an agreement between a Retail Customer and the Company as those terms existed as of March 12, 2021 concerning customer-owned substations.

6.1.4.2.2 RETAIL ELECTRIC SERVICE SWITCHOVERS

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

Base Charge:	$720.00
Base Charge Adder:	$173.00
Facilities Recovery Charge	As Calculated

6.1.4.2.3 FACILITIES REMOVAL/RELOCATION/ MODIFICATION FEE

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

6.1.4.2.4 SPECIAL PRODUCTS/SERVICES FEE

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

6.1.4.2.5 EMERGENCY MAINTENANCE SERVICE FEE

AVAILABILITY

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

> *…an "emergency situation" means a situation in which there is a significant risk of harm to the health or safety of a person or damage to the environment. In determining whether to provide the competitive energy service in an emergency situation, the utility shall consider the following criteria:*
>
> *(A) whether the customer's facilities are impaired or are in jeopardy of failing, and the nature of the health, safety, or environmental hazard that might result from the impairment or failure of the facilities; and*
>
> *(B) whether the customer has been unable to procure, or is unable to procure within a reasonable time, the necessary transformation and protection equipment or the necessary transmission or substation repair services from a source other than the electric utility.*
>
> *(C) whether provision of the emergency service to the customer would interfere with the electric utility's ability to meet its system needs.*

APPLICABILITY

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

CHARGES FOR EMERGENCY SERVICES

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

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

TERMS OF PAYMENT

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

TERMS AND CONDITIONS

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

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

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

6.1.4.2.6 CUSTOMIZED MAINTENANCE SERVICE FEE

AVAILABILITY

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

APPLICABILITY

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

MAINTENANCE CHARGES

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

TERMS OF PAYMENT

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

TERMS AND CONDITIONS

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

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

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

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

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

APPLICATION

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

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

Charge No.	Name and Description	Amount
6.1.4.3.1	**Returned Instrument Fee** is charged to the party making the payment for each check (or other form of payment) returned unpaid by a financial institution to the Company.	$49.00
6.1.4.3.2	**Special Products/Services Fee** is charged to the REP when products and/or services requested are appropriate for an electric utility to provide and are not prohibited by the PUCT. The full spectrum of such potential products and/or services either may not be anticipated at this time or may not occur regularly enough to warrant a specific fee. For each of these qualifying products and/or services provided by the Company, the fee will be charged based on the estimated cost (current cost at the time the product/service is provided) to provide the requested product and/or service.	Estimated cost
6.1.4.3.3	**Facilities Monthly Maintenance Service Fee** is charged for routine operation, maintenance, and replacement of facilities owned by the Retail Customer that are an integral part of the Company's delivery system.	Installed cost x .43%

Charge No.	Name and Description	Amount
6.1.4.3.4	**Distribution Voltage Facilities Rental Service Fee** is charged for distribution voltage facilities that are being leased from Company under a facilities rental agreement on September 1, 2000.	Installed cost x 1.29%
6.1.4.3.5	**System Integral Facilities Rental Service Fee** is charged for the rental of facilities that are installed on the utility's side of the Point of Delivery but are dedicated solely to providing service to the Retail Customer.	Installed cost x 1.29%
6.1.4.3.6	**Pulse Metering Equipment Installation Fee** A. Request for K-Y-Z Outputs Only for a Typical Installation: Fixed Price if existing billing Meter is a standard Meter B. Request for Non-Typical Installations of Solid-State Advanced Metering: Not specifically covered above or covered in any other discretionary fee	$413.00 Estimated cost
6.1.4.3.7	**Competitive Meter Removal/Install Fee** is charged to the REP for removal and installation of meters of Retail Customers who are participating in competitive metering. This fee covers: (1) The cost of removing the Company owned meter and replacing it with a competitively owned meter; (2) The cost of replacing a functioning or non-functioning competitively owned meter with a functioning Company meter. (3) The cost of reinstalling a functioning competitively owned meter; or (4) The cost of replacing a competitively owned meter with another competitively owned meter. All work performed during business hours. These fees are based on standard work. Any construction necessary to complete the job will be charged at current cost and will be in addition to the listed fees. A. Self-Contained Meter B. CT Meter	As Calculated

Charge No.	Name and Description	Amount
6.1.4.3.8	**Competitive Meter Physical Access Equipment Installation Fee** is charged for the installation of an external termination junction box which utilizes the RJ family of connectors to provide physical access to the modem, network, serial and/or digital pulse data interfaces on a competitive meter. This fee is charged in addition to the Competitive Meter Removal/Install Fee. Customer must provide telecommunication line and isolation relay, if required. These fees are based on standard work. Any construction necessary to complete the job will be charged at current cost and will be in addition to the listed fee. A. Performed during initial meter installation B. Performed after initial meter installation	As calculated

6.1.4.3.9	**Competitive Meter Non-Standard Programming Fee** is charged to the REP for providing any requested non-standard programming to competitively owned meter. The non-standard programming can be performed in the field on an already installed competitively owned meter or prior to installation of the competitively owned meter. This fee is charged in addition to the Competitive Meter Removal/Install Fee. This service will be performed during business hours. These fees are based on standard work. Any construction necessary to complete the job will be charged at current cost and will be in addition to the listed fee. A. Non-Standard Programming Prior to Installation B. Non-Standard Field Programming on Previously Installed Meter	As Calculated
6.1.4.3.10	**Meter Communications Diagnostic Fee** is charged to the REP when the Company must test and validate 3rd party communications equipment associated with a competitively owned meter or the TDU owned meter. This fee is based on standard work. Any construction necessary to complete the job will be charged at current cost and will be in addition to the listed fee. During Normal Business Hours	As Calculated
6.1.4.3.11	**Unexecutable Order Fee** is charged to the REP to recover the costs of preparing and dispatching an order to send an employee (any dispatched employee) when the work cannot be performed due to lack of access or other cause not the fault of the Company. <u>Un-executable Order</u> i. Routine Order ii. Priority Order	 $31.00 $42.00
6.1.4.3.12	**Distributed Generation Meter Installation Fee** is charged when Non-Standard Metering equipment is requested for distributed generation.	As Calculated
6.1.4.3.13	**Damage to Company Facilities Fee.** Pursuant to Section 5.4.6, RETAIL CUSTOMER'S DUTY REGARDING COMPANY'S FACILITIES ON RETAIL CUSTOMER'S PREMISES, charges for loss of, or damage to, Company Delivery System facilities on Retail Customer's Premises caused by or arising out of Retail Customer's failure to exercise reasonable care not to damage such facilities, including labor, material, equipment, legal services and associated costs including cost burdens, such as, overhead, warehousing, administration, etc.	As Calculated
6.1.4.3.14	**Miscellaneous Fee** is charged to the Retail Electric Provider (REP) or Customer to recover the costs of work being performed or the work that will be performed by Company at Customer's request.	As Calculated

6.1.4.3.1 RETURNED INSTRUMENT FEE

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

6.1.4.3.2 SPECIAL PRODUCTS/SERVICES FEE

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

6.1.4.3.3 FACILITIES MONTHLY MAINTENANCE SERVICE FEE

AVAILABILITY

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

APPLICABILITY

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

MAINTENANCE CHARGES

The monthly maintenance charges will be derived by the total calculated installed cost of the electric facilities to be operated and maintained by Company (determined at the time the Facilities Maintenance Service Agreement is signed) multiplied by fourty-three hundredth of one percent (0.43%).

TERMS OF PAYMENT

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

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

b) Retail Customers who take electric connection service for twelve (12) consecutive months shall pay maintenance charges on a monthly basis and the monthly maintenance charge will be due and payable with the Retail Customer's monthly bill for Electric Service to the REP.

TERMS AND CONDITIONS

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

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

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

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

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

6.1.4.3.4 DISTRIBUTION VOLTAGE FACILITIES RENTAL SERVICE

AVAILABILITY

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

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

APPLICABILITY

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

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

RENTAL CHARGES

The monthly rental charge for distribution voltage facilities owned, operated and maintained by Company, will be derived by the total calculated installed cost of the facilities to be rented (less any applicable contribution), (determined at the time of the signing of the Facilities Rental Agreement contract) multiplied by 1.29%. The Retail Customer is responsible for the rental charge beginning with the effective date of initiating service or the date installation of the facilities was completed if the facilities were installed after the execution of the Facilities Rental Agreement, whichever occurs later.

Monthly Rental Charges = (calculated installed cost less any applicable contribution) x 0.0129)

TERMS OF PAYMENT

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

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

TERMS AND CONDITIONS

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

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

(2) The installed cost of the original equipment.

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

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

6.1.4.3.5 SYSTEM INTEGRAL FACILITIES RENTAL SERVICE

AVAILABILITY

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

APPLICABILITY

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

RENTAL CHARGES

The monthly rental charge for system integral facilities, owned, operated and maintained by Company, will be derived by the total calculated installed cost of the facilities to be rented (less any applicable contribution), (determined at the time of the signing of the Facilities Rental Service Agreement contract) multiplied by 1.29%. The Retail Customer is responsible for the rental charge beginning with the effective date of initiating service or the date installation of the facilities was completed if the facilities were installed after the execution of the Facilities Rental Service Agreement.

Monthly Rental Charges = (calculated installed cost less any applicable contribution) x 0.0129)

TERMS OF PAYMENT

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

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

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

TERMS AND CONDITIONS

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

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

(2) The installed cost of the original equipment.

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

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

6.1.4.3.6 PULSE METERING EQUIPMENT INSTALLATION FEE

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

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

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

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

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

Fixed Price if existing billing meter is a standard Meter	$413.00

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

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

6.1.4.3.7 COMPETITIVE METER REMOVAL / INSTALL SERVICE FEE

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

6.1.4.3.8 COMPETITIVE METER PHYSICAL ACCESS EQUIPMENT INSTALLATION SERVICE FEE

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

6.1.4.3.9 COMPETITIVE METER NON-STANDARD PROGRAMMING FEE

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

6.1.4.3.10 METER COMMUNICATIONS DIAGNOSTIC FEE

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

6.1.4.3.11 UNEXECUTABLE ORDER FEE

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

6.1.4.3.12 DISTRIBUTED GENERATION METER INSTALLATION FEE

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

6.1.4.3.13 DAMAGE TO COMPANY FACILITIES FEE

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

6.1.4.3.14 Miscellaneous Fee

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

6.1.4.4 DISTRIBUTED GENERATION CHARGES

INTERCONNECTION AND PARALLEL OPERATION OF DISTRIBUTED GENERATION

Company shall interconnect distributed generation pursuant to Public Utility Commission of 16 TAC § 25.211 and 25.212.

A customer seeking interconnection and parallel operation of distributed generation with Company must complete and submit the Application for Interconnection and Parallel Operation of Distributed Generation with the Utility System.

PRE-INTERCONNECTION STUDY FEE SCHEDULE

Pre-certified distributed generation units that are up to 500 kW that export not more than 15% of the total load on a single radial feeder and also contribute not more than 25% of the maximum potential short circuit current on a radial feeder are exempt from any pre-interconnection study fees. For all other DG applications, the study fees in the following table will apply.

	0-10 kW	10+ to 500 kW	500+ to 2000 kW	2000+ kW
Non Exporting				
1. Pre-certified, not on network	$0	$476	$4,389	$4,389
2. Not pre-certified, not on network	$179	$854	$4,389	$4,389
3. Pre-certified, on network	$305	$889	$8,690	$8,690
4. Not pre-certified, on network	$557	$1,267	$8,690	$8,690
Exporting				
1. Pre-certified, not on network	$0	$602	$5,414	$5,414
2. Not pre-certified, not on network	$305	$1,106	$5,414	$5,414
3. Pre-certified, on network	$557	$1,267	$9,878	$9,878
4. Not pre-certified, on network	$1,061	$2,338	$9,878	$9,878

6.2 COMPANY-SPECIFIC TERMS AND CONDITIONS

6.2.1 DEFINITIONS

See Chapter 1.

6.2.2 STANDARD VOLTAGES

Standard voltage designations are as follows:

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

*Requires approval from Company

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

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

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

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

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

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

6.2.3 ADDITIONAL COMPANY-SPECIFIC TERMS AND CONDITIONS

6.2.3.1 RIGHTS-OF-WAY AND EASEMENTS

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

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

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

6.2.3.2 ESTIMATED DEMAND

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

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

6.2.3.3 METER INSTALLATION AND METER TESTING POLICY

6.2.3.3.1 AVAILABILITY OF ELECTRICAL DELIVERY SERVICE

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

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

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

6.2.3.3.2 LOCATION AND INSTALLATION OF METERS

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

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

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

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

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

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

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

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

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

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

6.2.3.3.3 BILLING

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

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

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

Intervening Equipment	Adjustment Factor
Substation Transformer	1.0%
Distribution Transformer	2.2%

6.2.3.3.4 METER ACCURACY AND TESTING

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

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

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

6.2.3.3.5 METER TESTING FACILITIES AND EQUIPMENT

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

6.2.3.3.6 RECORDS

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

6.2.3.3.7 METER ENCLOSURE SEAL BREAKAGE

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

6.2.3.4 MOTOR INSTALLATIONS

6.2.3.4.1 SUITABILITY OF EQUIPMENT

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

6.2.3.4.2 SPECIFICATIONS AND OPERATING CHARACTERISTICS

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

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

(1) All pertinent nameplate information (*i.e.*, horsepower rating, NEMA codes, full load amps, locked rotor amps, operating voltage, number of electrical phases required, efficiency ratings, power factor ratings, etc.).

(2) Expected frequency of starting (*i.e.*, number of times motor will start over a set period of time).

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

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

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

(2) Connections to all motors of more than seven and one-half (7-1/2) horsepower shall be three phase.

(3) Groups of motors starting simultaneously shall be classed as one motor.

6.2.3.5 CONTINUITY OF DELIVERY SERVICE

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

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

6.3 AGREEMENTS AND FORMS

6.3.1 FACILITIES EXTENSION AGREEMENT

WO NO. _____
_____, 20__
Location_____

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

_____
_____
_____
_____

The cost for construction/installation of the requested Facilities will be in excess of what would normally be provided by Company at no additional cost to the Customer. In accordance with the Company's approved Tariff, as filed with the Public Utility Commission of Texas, the Customer agrees to pay Company a one-time, non-refundable, Contribution-In-Aid-Of-Construction (CIAC) in the amount of dollars ($_____).
The Customer understands that he/she receives no ownership or control of the Facilities by virtue of the payment of the CIAC. The Facilities installed by the Company will remain the property of the Company. The Company expressly retains the right to use said Facilities for any purpose which Company deems appropriate under good utility practices, including the distribution of electric service to other customers.

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

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

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

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

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

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

CUSTOMER:	**AEP Texas:**
_____ (Printed Name)	_____ (Printed Name)
_____ (Signature) , _____ (/date)	_____ (Signature) , _____ (/date)
_____ (Title)	_____ (Title)

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

AEP Texas

By: _____
Title

ACCEPTED:

_____

_____
Applicant

6.3.2 APPLICATION FOR INTERCONNECTION AND PARALLEL OPERATION OF DISTRIBUTED GENERATION

Prescribed Form for the Application for Interconnection and Parallel Operation of Distributed Generation

Customers seeking to interconnect distributed generation with the utility system will complete and file with the company the following Application for Parallel Operation:

APPLICATION FOR INTERCONNECTION AND PARALLEL OPERATION OF DISTRIBUTED GENERATION

Return Completed Application to:

AEP Texas
Attention: DER Coordinator
1129 Gateway Dr
San Angelo, TX 76905

Customer's Name: _____

Address: _____

Contact Person: _____

Email Address: _____

Telephone Number: _____

Service Point Address: _____

Information Prepared and Submitted By: _____

(Name and Address) _____

Signature _____

The following information shall be supplied by the Customer or Customer's designated representative. All applicable items must be accurately completed in order that the Customer's generating facilities may be effectively evaluated by AEP Texas for interconnection with the utility system.

GENERATOR

Number of Units: _____

Manufacturer: _____

Type (Synchronous, Induction, or Inverter): _____

Fuel Source Type (Solar, Natural Gas, Wind, etc.): _____

Kilowatt Rating (95 F at location) _____

Kilovolt-Ampere Rating (95 F at location): _____

Power Factor: _____

Voltage Rating: _____

Number of Phases: _____

Frequency: _____

Do you plan to export power: _____Yes / _____No

If Yes, maximum amount expected: _____

Do you wish AEP Texas to report excess generation to your REP? _____Yes / _____No

Pre-Certification Label or Type Number (e.g., UL-1741 Utility Interactive or IEEE 1547.1):
_____

Expected Energization and Start-up Date: _____

Normal operation of interconnection: (examples: provide power to meet base load, demand management, standby, back-up, other (please describe)) _____

One-line diagram attached: _____Yes

For systems not using pre-certified inverters (e.g., inverters certified to UL-1741 or IEEE 1547.1), does AEP Texas have the dynamic modeling values from the generator manufacturer?
____Yes ____No

If not, please explain:_____

(Note: For pre-certified equipment the answer is Yes. Otherwise, applicant must provide the dynamic modeling values if they are available)

Layout sketch showing lockable, "visible" disconnect device is attached: _____Yes

Authorized Release of Information List

By signing this Application in the space provided below, Customer authorizes AEP Texas to release Customer's proprietary information to the extent necessary to process this Application to the following persons:

	Name	Phone Number	Email Address
Project Manager			
Electrical Contractor			
Consultant			
Other			

AEP Texas

_____
[CUSTOMER NAME]

BY: _____ BY: _____

PRINTED NAME: PRINTED NAME:

_____ _____

TITLE:_____ TITLE:_____

DATE: _____ DATE: _____

6.3.3 AGREEMENT FOR INTERCONNECTION AND PARALLEL OPERATION OF DISTRIBUTED GENERATION

This Interconnection Agreement ("Agreement") is made and entered into this _____ day of _____, _____, by AEP Texas (Company"), and _____ ("Customer"), a _____ [specify whether an individual or a corporation, and if a corporation, name state, municipal corporation, cooperative corporation, or other], each hereinafter sometimes referred to individually as "Party" or both referred to collectively as the "Parties."

Place a check mark in the applicable space or spaces below to indicate the type of entity entering into this Agreement:

____ **Option 1:** For purposes of this Agreement, the end-use customer will act as a Party to this Agreement.

____ **Option 2:** For purposes of this Agreement, the entity other than the end-use customer that owns the distribution generation facility (also referred to as "Generator") will act as a Party to this Agreement.

____ **Option 3:** For purposes of this Agreement, the entity other than the end-use customer that owns the premises upon which the distributed generation Facility will be located (also referred to as "Premises Owner") will act as a Party to this Agreement.

____ **Option 4:** For purposes of this Agreement, an entity who by contract is assigned ownership rights to energy produced from distributed renewable generation located at the premises of the end-use customer on the end-use customer's side of the meter, will act as a Party to this Agreement.

Notwithstanding any other provision herein, the entity referred to as "Customer" herein shall refer to the entity defined in the option selected above by the end-use customer.

If any option other than Option 1 as outlined above is selected, the end-use customer must sign, print his or her name, and date the affirmation in the End-Use Customer Affirmation Schedule attached to this Agreement.

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

1. **Scope of Agreement** -- This Agreement is applicable to conditions under which Company and Customer agree that one or more generating facility or facilities of ten megawatts or less and related interconnecting facilities to be interconnected at less than 60 kilovolts ("Facilities") may be

interconnected to Company's facilities, as described in Exhibit A. If Customer is not the end-use customer, Customer affirms that the end-use customer has approved of the design and location of the Facilities.

2. **Establishment of Point(s) of Interconnection** -- Company and Customer agree to interconnect Facilities at the locations specified in this Agreement, in accordance with Public Utility Commission of Texas ("Commission") 16 TAC §25.211, relating to interconnection of distributed generation, and §25.212, relating to technical requirements for interconnection and parallel operation of on-site distributed generation (16 Texas Administrative Code §25.211 and §25.212) (the "Rules") or any successor rule addressing distributed generation and as described in the attached Exhibit A (the "Point(s) of Interconnection").

3. **Responsibilities of Company and Customer** -- Customer shall, at its own cost and expense, operate, maintain, repair, and inspect, and shall be fully responsible for, Facilities specified on Exhibit A. Customer shall conduct operations of Facilities in compliance with all aspects of the Rules, and Company shall conduct operations on its facilities in compliance with all aspects of the Rules, and as further described and mutually agreed to in the applicable Facility Schedule. Maintenance of Facilities shall be performed in accordance with the applicable manufacturer's recommended maintenance schedule. Customer agrees to cause Facilities to be constructed in accordance with specifications equal to or greater than those provided by the National Electrical Safety Code, approved by the American National Standards Institute, in effect at the time of construction.

Each Party covenants and agrees to design, install, maintain, and operate, or cause the design, installation, maintenance, and operation of, facilities on its side of the point of common coupling so as to reasonably minimize the likelihood of a disturbance, originating in the facilities of one Party, affecting or impairing the facilities of the other Party, or other facilities with which Company is interconnected.

Company shall notify Customer if there is evidence that operation of Facilities causes disruption or deterioration of service to other utility customers or if the operation of Facilities causes damage to Company's facilities or other facilities with which Company is interconnected. Company and Customer shall work cooperatively and promptly to resolve the problem.

Customer shall notify Company of any emergency or hazardous condition or occurrence with Facilities which could affect safe operation of Company's facilities or other facilities with which Company is interconnected.

Customer shall provide Company at least 14 days' written notice of a change in ownership; any circumstances necessitating a change in the person who is the Customer to this Agreement; or cessation of operations of one or more Facilities. Upon notice by Customer of circumstances necessitating a change in the person who is the Customer to this Agreement, Company shall

undertake in a reasonably expeditious manner entry of a new Agreement with the change in person who is the Customer.

4. ***Limitation of Liability and Indemnification***

a. Notwithstanding any other provision in this Agreement, with respect to Company's provision of electric service to the end-use customer other than the interconnections service addressed by this Agreement, Company's liability to the end-use customer shall be limited as set forth in Section 5.2 of Company's Commission-approved tariffs, which are incorporated herein by reference.

b. Neither Company nor Customer shall be liable to the other for damages for anything that is beyond such Party's control, including an act of God, labor disturbance, act of a public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, a curtailment, order, or regulation or restriction imposed by governmental, military, or lawfully established civilian authorities, or the making of necessary repairs upon the property or equipment of either party.

c. Notwithstanding Paragraph 4.b of this Agreement, Company shall assume all liability for and shall indemnify Customer for any claims, losses, costs, and expenses of any kind or character to the extent that they result from Company's negligence in connection with the design, construction, or operation of its Facilities as described on Exhibit A; provided, however, that Company shall have no obligation to indemnify Customer for claims brought by claimants who cannot recover directly from Company. Such indemnity shall include, but is not limited to, financial responsibility for: (a) Customer's monetary losses; (b) reasonable costs and expenses of defending an action or claim made by a third person; (c) damages related to the death or injury of a third person; (d) damages to the property of Customer; (e) damages to the property of a third person; (f) damages for the disruption of the business of a third person. In no event shall Company be liable for consequential, special, incidental, or punitive damages, including, without limitation, loss of profits, loss of revenue, or loss of production. The Company does not assume liability for any costs for damages arising from the disruption of the business of Customer or for Customer's costs and expenses of prosecuting or defending an action or claim against Company. This paragraph does not create a liability on the part of Company to Customer or a third person, but requires indemnification where such liability exists. The limitations of liability provided in this paragraph do not apply in cases of gross negligence or intentional wrongdoing.

d. Please check the appropriate box.
☐ **Person Other than a Federal Agency**

Notwithstanding Paragraph 4.b of this Agreement, Customer shall assume all liability for and shall indemnify Company for any claims, losses, costs, and expenses of any kind or

character to the extent that they result from Customer's negligence in connection with the design, construction, or operation of Facilities as described on Exhibit A; provided, however, that Customer shall have no obligation to indemnify Company for claims brought by claimants who cannot recover directly from Customer. Such indemnity shall include, but is not limited to, financial responsibility for: (a) Company's monetary losses; (b) reasonable costs and expenses of defending an action or claim made by a third person; (c) damages related to the death or injury of a third person; (d) damages to the property of Company; (e) damages to the property of a third person; (f) damages for the disruption of the business of a third person. In no event shall Customer be liable for consequential, special, incidental, or punitive damages, including, without limitation, loss of profits, loss of revenue, or loss of production. The Customer does not assume liability for any costs for damages arising from the disruption of the business of Company or for Company's costs and expenses of prosecuting or defending an action or claim against Customer. This paragraph does not create a liability on the part of Customer to Company or a third person, but requires indemnification where such liability exists. The limitations of liability provided in this paragraph do not apply in cases of gross negligence or intentional wrongdoing. This paragraph applies to a state or local entity to the extent permitted by the constitution and laws of the State of Texas.

☐ **Federal Agency**

Notwithstanding Paragraph 4.b of this Agreement, the liability, if any, of Customer relating to this Agreement, for injury or loss of property, or personal injury or death shall be governed exclusively by the provisions of the Federal Tort Claims Act (28 U.S.C. §§ 1346, and 2671-2680). Subject to applicable federal, state, and local laws, each Party's liability to the other for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement shall be limited to the amount of direct damages actually incurred, and in no event shall either Party be liable to the other for any indirect, special, consequential, or punitive damages.

e. Company and Customer shall each be responsible for the safe installation, maintenance, repair, and condition of their respective facilities on their respective sides of the Points of Interconnection. Company does not assume any duty of inspecting Customer's Facilities.

f. For the mutual protection of Customer and Company, only with Company prior authorization are the connections between Company's service wires and Customer's service entrance conductors to be energized.

5. **Right of Access, Equipment Installation, Removal & Inspection** -- Upon reasonable notice, Company may send a qualified person to the premises where the Facilities are located at or immediately before the time Facilities first produce energy to inspect the interconnection, and observe Facilities' commissioning (including any testing), startup, and operation for a period of up to three days after initial startup of Facilities.

Following the initial inspection process described above, at reasonable hours, and upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Company shall have access to the premises where the Facilities are located for any reasonable purpose in connection with the performance of the obligations imposed on it by this Agreement or if necessary to meet its legal obligation to provide service to its customers.

Customer warrants it has, or has obtained from other entities, all necessary rights to provide Company with access to the premises and Facilities, as necessary or appropriate for Company to exercise its rights under this Agreement and the Rules.

6. **Disconnection of Facilities** -- Customer retains the option to disconnect from Company's facilities. Customer shall notify Company of its intent to disconnect by giving Company at least thirty days' written notice. Such disconnection shall not be a termination of this Agreement unless Customer exercises rights under Section 7.

Customer shall disconnect Facilities from Company's facilities upon the effective date of any termination under Section 7.

Subject to Commission Rule, for routine maintenance and repairs of Company's facilities, Company shall provide Customer with seven business days' notice of service interruption.

Company shall have the right to suspend service in cases where continuance of service to Customer will endanger persons or property. During the forced outage of Company's facilities serving Customer, Company shall have the right to suspend service to effect immediate repairs of Company's facilities, but Company shall use its best efforts to provide Customer with reasonable prior notice.

7. **Effective Term and Termination Rights** -- This Agreement becomes effective when executed by both Parties and shall continue in effect until terminated. The Agreement may be terminated for the following reasons: (a) Customer may terminate this Agreement at any time, by giving Company sixty days' written notice; (b) Company may terminate upon failure by Customer to generate energy from Facilities in parallel with Company's facilities within twelve months after completion of the interconnection; (c) either Party may terminate by giving the other Party at least sixty days' written notice that the other Party is in default of any of the material terms and conditions of the Agreement, so long as the notice specifies the basis for termination and there is reasonable opportunity to cure the default; or (d) Company may terminate by giving Customer at least sixty days' written notice if possible in the event that there is a material change in an applicable rule or statute that necessitates termination of this Agreement.

8. **Governing Law and Regulatory Authority --** *Please check the appropriate box*.

Customer acknowledges agreements other than this Agreement relating to the Facilities between Customer and other entities that do not involve the Company may not be subject to the jurisdiction of the Commission.

☐ **Person Other Than a Federal Agency:** This Agreement was executed in the State of Texas and must in all respects be governed by, interpreted, construed, and enforced in accordance with the laws thereof. This Agreement is subject to, and the Parties' obligations hereunder include, operating in full compliance with all valid, applicable federal, state, and local laws or ordinances, and all applicable rules, regulations, orders of, and tariffs approved by, duly constituted regulatory authorities having jurisdiction.

☐ **Federal Agency:** This Agreement was executed in the State of Texas and, to the extent not inconsistent with all applicable federal law (including, but not limited to: (a) the Anti-Deficiency Acts, 31 USC §§1341, 1342 and 1501-1519; (b) the Tort Claims Act, 28 USC Chapter 171, §§2671-2680, and 28 CFR Part 14; and (c) the Contract Disputes Act of 1978, as amended, 41 USC §§601-613), must in all respects be governed by, interpreted, construed, and enforced in accordance with the laws thereof. This Agreement is subject to, and the Parties' obligations hereunder include, operating in full compliance with all valid, applicable federal, state, and local laws or ordinances, and all applicable rules, regulations, orders of, and tariffs approved by, duly constituted regulatory authorities having jurisdiction.

9. **Amendment** -- This Agreement may be amended only upon mutual agreement of the Parties, which amendment will not be effective until reduced to writing and executed by the Parties.

10. **Entirety of Agreement and Prior Agreements Superseded** -- This Agreement, including the attached Exhibit A and Facility Schedules, which are expressly made a part hereof for all purposes, constitutes the entire agreement and understanding between the Parties with regard to the interconnection of the facilities of the Parties at the Points of Interconnection expressly provided for in this Agreement. The Parties are not bound by or liable for any statement, representation, promise, inducement, understanding, or undertaking of any kind or nature (whether written or oral) with regard to the subject matter hereof not set forth or provided for herein. This Agreement replaces all prior agreements and undertakings, oral or written, between the Parties with regard to the subject matter hereof, including without limitation _____ [specify any prior agreements being superseded], and all such agreements and undertakings are agreed by the Parties to no longer be of any force or effect. It is expressly acknowledged that the Parties may have other agreements covering other services not expressly provided for herein, which agreements are unaffected by this Agreement.

11. **Written Notices --** Written notices given under this Agreement are deemed to have been duly delivered if hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, to:

(a) If to Company:

_____
_____
_____
_____

(b) If to Customer:

_____
_____
_____
_____

The above-listed names, titles, and addresses of either Party may be changed by written notification to the other, notwithstanding Section 10.

12. **Invoicing and Payment** -- Invoicing and payment terms for services associated with this agreement shall be consistent with applicable Substantive Rules of the Commission.

13. **Disclosure of Information to End-Use Customer** – If Customer is not the end-use customer, Company is hereby authorized to provide any information requested by the end-use customer concerning the Facility.

14. **No Third-Party Beneficiaries** -- This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.

15. **No Waiver** -- The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered to waive the obligations, rights, or duties imposed upon the Parties.

16. **Headings** -- The descriptive headings of the various parts of this Agreement have been inserted for convenience of reference only and are to be afforded no significance in the interpretation or construction of this Agreement.

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

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

AEP TEXAS	**[CUSTOMER NAME]**
BY: _____	BY: _____
PRINTED NAME	PRINTED NAME
_____	_____
TITLE:_____	TITLE:_____
DATE: _____	DATE: _____

AGREEMENT FOR INTERCONNECTION AND PARALLEL OPERATION OF DISTRIBUTED GENERATION

EXHIBIT A

LIST OF FACILITY SCHEDULES AND POINTS OF INTERCONNECTION

Facility Schedule No.	Name of Point of Interconnection

[Insert Facility Schedule number and name for each Point of Interconnection]

FACILITY SCHEDULE NO.

[The following information is to be specified for each Point of Interconnection, if applicable.]

1. Customer Name:

2. Premises Owner Name:

3. Facility location:

4. Delivery voltage:

5. Metering (voltage, location, losses adjustment due to metering location, and other):

6. Normal Operation of Interconnection:

7. One line diagram attached (check one): ___Yes /__ No
   If Yes, then the one-line drawing should show the most current drawing(s) available as of the signing of this Schedule. Company and Customer agree drawings(s) may be updated to meet as-built or design changes that occur during construction. Customer understands and agrees that any changes that substantially affect the protective or functional requirements required by the Company will need to be reviewed and accepted by Company.

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

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

10. Cost Responsibility and Ownership and Control of Company Facilities:
    Unless otherwise agreed or prescribed by applicable regulatory requirements or other law, any payments received by Company from Customer will remain the property of Company. Company shall at all times have title and complete ownership and control over facilities installed by Company.

11. Modifications to Customer Facilities:
    Customer understands and agrees that, before making any modifications to its Facilities that substantially affect the protective or interconnection parameters or requirements used in the

interconnection process (including in an Pre-interconnection Study performed by Company), Customer will both notify Company of, and receive approval by Company for, such modifications. Customer further understands and agrees that, if required pursuant to 16 TAC §25.211(m)(5), it will submit a new Application for Interconnection and Parallel Operation request for the desired modifications.

12. Supplemental terms and conditions attached (check one): ____Yes / ____No

END-USE CUSTOMER AFFIRMATION SCHEDULE

The end-use customer selecting the entity who owns the DG facility (the DG owner or Option 2 entity), the owner of the premises at which the DG facility is located (premises owner or Option 3 entity), or the person who by contract is assigned ownership rights to energy produced by the DG facility (Option 4 entity) to act as Customer and Party to the Interconnection Agreement must sign and date the consent below.

> "I affirm that I am the end-use customer for the distributed generation facility addressed in Facility Schedule No. ___[insert applicable number] in the Interconnection Agreement between _____[insert name of Company] and _____[insert name of Customer], and that I have selected _____[insert name of Customer] or successor in interest to act as Customer and a Party to this Interconnection Agreement rather than me.
>
> I acknowledge that the agreements that I have with _____[insert name of Customer] relating to the distributed generation facility addressed in Facility Schedule No. __[insert applicable number] may not be subject to the jurisdiction of the Public Utility Commission of Texas."

[END-USE CUSTOMER NAME]

SIGNATURE: _____

DATE:_____

6.3.4 OTHER AGREEMENTS AND FORMS

6.3.4.1 FACILITIES RENTAL SERVICE AGREEMENT

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

1. This Facilities Rental Service Agreement (Agreement) is for services to be provided under the Company's Distribution Voltage Facilities Rental Service Schedule, or System Integral Facilities Rental Service schedules.

2. This Agreement between Retail Customer and AEP Texas (Company) shall continue for a term of one year and thereafter shall continue until the Retail Customer provides the Company with 90-days advance written notice of termination.

3. Company agrees to lease to Retail Customer the electric equipment and Facilities as set forth in Exhibit A attached hereto and made a part hereof (Facilities) used in providing electric connection service to Retail Customer.

4. Retail Customer shall pay Company rent and maintenance charges for the Facilities at the rates and at the time provided in Company's rate schedule identified in No. 1 above, and as filed with the Public Utility Commission of Texas, computed as follows:

Total Installed Cost of Facilities	(Times)	Monthly Facilities Rental Rate	(Equals)	Monthly Facilities Rental Charges
_____	X	0.0129	=	_____

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

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

6. Company will maintain the Facilities installed by it and rented to Customer in good operating condition and assumes all costs and expenses in connection therewith except for repairs due to any damages or destruction of the Facilities caused by Retail Customer. Maintenance expenses to Company other than repair of damages caused by Retail Customer will in no way increase the monthly rentals which Retail Customer will pay Company, provided that should all or any part of the Facilities being rented require replacement during the term of this Agreement, the monthly and annual rental charges will be re-computed based on the provisions in the Company's applicable facilities rental schedule. Retail Customer will pay for all damages caused by Retail Customer within 16 days of receiving the notice.

7. Company will endeavor to perform inspection or maintenance of the Facilities during time periods which will minimize any impact on Retail Customer's operation.

8. Retail Customer will protect Company property located on Retail Customer's premises from persons not authorized to have access to Company's property.

ACCEPTED BY:		ACCEPTED: AEP TEXAS	
_____		_____	
Retail Customer	Date	By	Date
_____		_____	
Official Capacity		Title	

6.3.4.2 FACILITIES MONTHLY MAINTENANCE SERVICE AGREEMENT

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

1. This Facilities Monthly Maintenance Service Agreement (Agreement) is for services to be provided under the Company's Facilities Monthly Maintenance Service schedule.

2. This Agreement between Retail Customer and AEP Texas (Company) shall continue for a term of one year and thereafter shall continue until the Retail Customer provides the Company with 90-day written advance notice of termination.

3. Company agrees to operate, repair and maintain the equipment and facilities used in providing electric service to the Customer as set forth in Exhibit A attached hereto and made a part hereof (Facilities). For the monthly charges stated herein, the Company shall bear all expenses of routine operation of and maintenance on the Facilities.

4. Retail Customer represents that Facilities owned by Customer and to be maintained under this Agreement are in accordance with specifications at least equal to those prescribed by the National Electrical Safety Code. In the event that all or any part of the Facilities are not in accordance with such specifications or are below Company's operational standards, Retail Customer will reimburse the Company for expenses it incurs to replace, construct or reconstruct the Facilities or part thereof necessary to bring the Facilities in accordance with such specifications of the Company's operational standards. Connection of Customer's Facilities to the Company's system shall not imply that the Facilities are in accordance with such specifications or that the Facilities meet the Company's operational standards.

5. Retail Customer shall pay Company monthly maintenance charges for the Facilities at the rates and at the times provided in Company's Facilities Monthly Maintenance Service tariff schedule as filed with the Public Utility Commission of Texas, computed as follows:

Total Installed Cost of Facilities	(Times)	Monthly Facilities Maintenance Rate	(Equals)	Monthly Facilities Maintenance Charge
_____	X	_____0.0043	=	_____

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

ACCEPTED BY:

_____
Retail Customer Date

_____
_____
Official Capacity

ACCEPTED:
AEP TEXAS

_____
By Date

_____
_____
Title

6.3.4.3 AGREEMENT AND TERMS AND CONDITIONS FOR PULSE METERING EQUIPMENT INSTALLATION

AEP Texas ("Company") and _____ [an Electric Power and Energy end-user; the written authorized representative of _____, an Electric Power and Energy end-user; or a retail electric provider for _____, an Electric Power and Energy end-user] ("Customer") hereby agree that the provision of Pulse Metering Equipment will be governed by the Company's Tariff for Retail Delivery Service and this Agreement and Terms and Conditions for Pulse Metering Equipment Installation ("Agreement").

Upon the request of Customer, Company shall install, maintain, repair, replace, or remove Pulse Metering Equipment located at Company's Meter used for billing Delivery System Services in accordance with the following terms and conditions:

1. Company shall install Pulse Metering Equipment, including: pulse initiator, as needed; external protective devices, as needed; junction box, as needed; and necessary wiring and related materials and supplies up to a point for Customer's interconnection.

2. Customer shall be responsible for the installation and maintenance of all wiring and equipment on Customer's side of the point of interconnection with Company's Pulse Metering Equipment.

3. Customer agrees that Company is not obligated to alter or adjust any meter reading based on the equipment that Customer installs to receive the Electrical Pulses provided for herein and that Company in no way guarantees that Customer's equipment will operate satisfactorily.

4. Company shall bill the Customer or Customer's Retail Electric Provider and Customer shall pay (i) the installation charge as set forth in Company's Tariff for Retail Delivery Service, or if there is no such charge, (ii) the difference in costs, if any, between the existing meter (or the standard meter if no meter is currently installed) and the cost of a meter that meets Customer's requirements, or (iii) the actual cost of the installation requirements, which includes the actual cost of equipment, labor, and overheads necessary to provide pulse access, or (iv) an engineering estimate thereof. Customer shall remit payment to Company or Customer's Retail Electric Provider for the costs incurred under this paragraph by the due date shown on Company's or Retail Electric Provider's invoice.
5. Only Company or Company's authorized representatives shall install, maintain, repair, replace, or remove Pulse Metering Equipment. Company shall normally complete installation or removal of such equipment within thirty (30) days from the Effective Date (hereinafter defined) of this Agreement. Normal installation times may be impacted by equipment availability or other factors beyond the reasonable control of Company. If Company determines that the installation time may exceed thirty (30) days, Company shall provide notice to customer pursuant to section 11 of this agreement. Company shall provide notice to Customer's contact

person as set forth in section 11 of this Agreement when Pulse Metering Equipment installation is complete, including pulse multipliers for the meter, so that pulse data can be interpreted.

6. Company shall maintain, repair, or replace Pulse Metering Equipment installed hereunder, if and to the extent that such work is necessary to maintain the pulse access desired by Customer. If applicable, a charge for maintenance shall be optional, with Customer having the option whether to pay a monthly maintenance fee, rather than the cost of repair or replacement should such become necessary to maintain the pulse access desired by Customer. Company shall charge and Customer shall pay (i) the replacement charge, (ii) the actual cost of all required repairs/replacement, or (iii) an engineering estimate thereof. Company shall repair or replace only such Company equipment as requires repair or replacement.

7. If an isolation relay is used, under no circumstances shall Customer modify or interrupt the operation of Company's relay and associated wiring.

8. Company shall have the right to interrupt the pulse circuit in accordance with the provisions of the Company's Tariff for Retail Delivery Service.

9. This Agreement may be amended, revised, or otherwise changed only by an appropriate order of an Applicable Legal Authority.

10. All requests for Pulse Metering Equipment shall be in writing and must include the following information:

    (a). Customer name;
    (b). Letter of authorization if Customer is other than an Electric Power and Energy end-user;
    (c). Customer's authorized representative contact name, if applicable;
    (d). Customer's authorized representative contact phone number, if applicable;
    (e). ESI ID (if available);
    (f). Service address (including City and zip code);
    (g). Pulse data requested e.g. watt-hour, time, var-hour;
    (h). Billing/Invoice Information, including:
        Responsible Party;
        Billing Address; and
    (i). If Customer is not the owner of the premises upon which Pulse Metering Equipment will be located, Customer shall represent that Company is fully authorized to enter the premises and to perform any reasonable effort necessary to install, maintain, repair, replace, or remove Pulse Metering Equipment.

11. All communications necessary in the administration and execution of this Agreement may be effectuated by contacting Company and Customer at the addresses and telephone numbers set forth below:

FOR COMPANY:

Contact: _____

Address: _____

_____

Email: _____

Phone Number: _____

Fax Number: _____

FOR CUSTOMER:

Contact: _____

Address: _____

_____

Email: _____

Phone Number: _____

Fax Number: _____

Either party may change the preceding designation by providing the other party with no less than thirty (30) days advanced notification of such change.

12. Except as expressly provided by this Agreement, no provisions of this Agreement shall revise, alter, modify, or amend Company's Tariff for Retail Delivery Service.

13. This Agreement shall commence upon the date of execution by both Parties (the "Effective Date") and shall terminate (a) upon mutual agreement of the Parties, or (b) written notification by Customer to Company that it requests to terminate this Agreement; or (c) upon the effective date of a new agreement between the Parties.

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

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

Company AEP TEXAS
(legal signature) _____

(date) _____

Customer (insert name) _____

(legal signature) _____

(date) _____

6.3.4.4 AGREEMENT FOR METER OWNERSHIP AND/OR ACCESS FOR NON-COMPANY OWNED METERS

ESI ID _____
(If this Agreement applies to multiple ESI IDs, the ESI IDs are listed on an Attachment that identifies the appropriate premise address for each ESI ID.)

_____("Company") and _____("Retail Customer") hereby agree that this Agreement for Meter Ownership and/or Access for Non-Company Owned Meters ("Agreement"), as well as Company's Tariff for Retail Delivery Service ("Tariff") and Applicable Legal Authorities, will govern Retail Customer's utilization of Non-Company Owned Meter(s), and Retail Customer's physical access to Non-Company Owned Meter(s) to obtain Meter Data at the ESI ID(s) specified above. All defined terms used herein will have the meanings specified in the Tariff, except as otherwise expressly provided in this Agreement.

This Agreement may be executed by a written authorized representative/agent ("Retail Customer's Agent"), acting on behalf of the Retail Customer pursuant to an executed Letter of Agency ("LOA") delivered to Company. Termination of the agency authority of Retail Customer's Agent will become effective as to this Agreement upon Company's receipt of written notice of such termination from the Retail Customer. A change in Retail Customer's Agent will become effective as to this Agreement only upon the Company's receipt of a new LOA designating a new Retail Customer's Agent, in which event Retail Customer is also responsible for promptly providing Company with the contact information for the new Retail Customer's Agent required under Section C of this Agreement. Retail Customer shall ensure that Retail Customer's Agent complies with this Agreement, the other applicable provisions of the Tariff, and Applicable Legal Authorities.

If Retail Customer is not the owner of the premises where the Non-Company Owned Meter(s) will be installed, Retail Customer represents that Company is fully authorized to enter the premises and perform any reasonable effort necessary to install, maintain, repair, replace, or remove the Non-Company Owned Meter(s).

A. UTILIZATION OF NON-COMPANY OWNED METER

1. **Meter Owner.** Retail Customer has selected and authorized _____ to be the Meter Owner of the Non-Company Owned Meter(s) at the ESI ID(s) specified above. A change in Meter Owner will become effective only upon a written amendment of this Agreement.

2. **Non-Company Owned Meter.** The Non-Company Owned Meter(s) selected from the ERCOT-approved competitive meter list that will be installed pursuant to this Agreement is/are _____ (i.e., meter manufacturer and type). Any credit to the Delivery Charges invoiced to the Retail Customer's Competitive Retailer for the utilization of Non-Company Owned Meter(s) shall be as provided in Section 6.1 - Rate Schedules of Company's Tariff.

3. **Metering Services.** Company shall provide Metering Services as defined in 16 TAC §25.311(b)(5), (as the same may be changed from time to time by the Commission), excluding Meter ownership, to Retail Customer utilizing Non-Company Owned Meter(s). Charges may apply to these Metering Services as provided in Section 6.1 – Rate Schedules of Company's Tariff.

4. **Requests for Metering Services.** Requests for Metering Services, including installation or removal of Non-Company Owned Meter(s), shall be made in accordance with Company's Tariff and Applicable Legal Authorities.

5. **Shipping of Non-Company Owned Meters to Company.** A Non-Company Owned Meter shipped by the Meter Owner to the Company for testing and installation shall be shipped to the Company's designated meter delivery address as provided herein, with shipping costs prepaid by the Meter Owner.

6. **Return of Non-Company Owned Meters to Meter Owner.** A Non-Company Owned Meter being returned to the Meter Owner for any reason (including removal from service) may be picked up by the Meter Owner at a Company designated location within ten business days after Company gives written notice that the Non-Company Owned Meter is being returned. If the Non-Company Owned Meter is not picked up by the Meter Owner within such ten business day period, Company will have the right to return the Non-Company Owned Meter to the Meter Owner using any of the following means: (a) shipping by Company to the Meter Owner, at the address specified herein, shipping to be paid by the Meter Owner, cash on delivery; (b) shipping to the Meter Owner using a shipper, Meter Owner account number and shipping instructions provided by the Meter Owner when the Meter Owner is notified that the Non-Company Owned Meter is being returned; or (c) other arrangements mutually agreed to by Company and Meter Owner. If a Non-Company Owned Meter that has been removed from service is not returned to the Meter Owner using one of the means specified above, Company will safeguard the Non-Company Owned Meter until the earlier of (i) the date the Meter Owner takes possession of it, or (ii) 60 calendar days from the date of removal.

B. ACCESS TO NON-COMPANY OWNED METER BY COMPANY TO OBTAIN METER DATA

1. **Billing and Settlement Meter Reading Capability.** Where remote meter reading is required, the method that Retail Customer will provide for the Company to remotely access the Non-Company Owned Meter(s) to obtain Meter Data necessary for the Company to fulfill its billing, settlement and reliability responsibilities pursuant to Applicable Legal Authorities ("Billing and Settlement Meter Reading Capability") is_____ (e.g., cell phone, land line, radio, etc.). The Billing and Settlement Meter Reading Capability must be compatible with a method the Company currently uses elsewhere on its system for remote access to Billing Meters providing similar billing, settlement and reliability Meter Data. The Billing and Settlement Meter Reading Capability must comply with Section 5.10.2 – Retail Customer Responsibility and Rights of Company's Tariff. Where remote meter reading is required, Retail Customer shall arrange for and be responsible for the costs, including any ongoing costs, of the remote communications for the Billing and Settlement Meter Reading Capability. Retail Customer shall have the Billing and Settlement Meter Reading Capability in effect beginning _____. Retail Customer shall provide Company with 45 calendar days advance written notice of termination of the Billing and Settlement Meter Reading Capability and agrees to work in good faith with Company to restore Company's remote meter reading capability.

2. **Company's Access to Billing and Settlement Meter Reading Capability.** Company will not use Meter Data from a Non-Company Owned Meter for purposes other than fulfilling the Company's billing, settlement, and reliability responsibilities in accordance with Applicable Legal Authorities. Company shall have access to the Non-Company Owned Meter using the Billing and Settlement Meter Reading Capability, (a) on the scheduled meter reading day and the two calendar days on either side of the scheduled meter reading day, for ____ consecutive minutes beginning at _____am/pm (circle one) (central prevailing time); and (b) on three additional consecutive calendar days designated by Company in writing for _____ consecutive minutes each day beginning at _____am/pm (circle one) (central prevailing time). In addition, Company may access the Non-Company Owned Meter at other times if necessary to fulfill the Company's billing and settlement responsibilities or if access is not available at the designated times. If Company does not have reasonable access through the Billing and Settlement Meter Reading Capability to the Non-Company Owned Meter for a period exceeding 10 calendar days, or for the two calendar days on either side of and on the scheduled meter read date, or in the event that Company's access to billing and settlement data is blocked during the times listed herein, Retail Customer will be in breach of its obligations under this Agreement.

3. **Charges.** Company shall not charge Retail Customer for access to the Meter Data nor shall Retail Customer charge Company for access to the billing, settlement and reliability Meter Data.

C. CONTACT INFORMATION

All notifications and other contacts necessary in the administration and execution of this Agreement may be effectuated by contacting Company, Retail Customer, Meter Owner, or Retail Customer's Agent at the addresses and telephone numbers set forth below:

FOR COMPANY:

Contact: _____

Address: _____

_____

Email: _____

Phone Number: _____

Fax Number: _____

For Receipt of Non-Company Owned Meter:

Contact: _____

Address: _____

_____

FOR RETAIL CUSTOMER:

Company Name: _____

Contact Person: _____

Premise Address: _____

_____

Billing Address: _____

_____

Email: _____

Phone Number: _____

Fax Number: _____

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

_____

FOR METER OWNER:

Company Name: _____

Contact Person: _____

Address: _____

_____

Email: _____

Phone Number: _____

Fax Number: _____

For Return of Non-Company Owned Meter:

Contact Person: _____

Address:

_____

_____

FOR RETAIL CUSTOMER'S AGENT:

Company Name: _____

Contact Person: _____

Address:

_____

_____

Email: _____

Phone Number: _____

Fax Number: _____

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

D. OTHER TERMS AND CONDITIONS

1. The form of this Agreement may be amended, revised, or otherwise changed only by an appropriate order of Applicable Legal Authorities.

2. Except as expressly provided by this Agreement, no provisions of this Agreement shall revise, alter, modify, or amend other provisions of Company's Tariff for Retail Delivery Service.

3. This Agreement shall commence upon the date of execution by both Parties (the "Effective Date").

4. This Agreement shall terminate on the earlier of: (a) the date that none of the ESI IDs specified on the first page of this Agreement are associated with the Retail Customer; or (b) the date that all of the Non-Company Owned Meters provided for under this Agreement have been permanently removed, whether removed at the Retail Customer's request or pursuant to Applicable Legal Authorities; or (c) termination by the Retail Customer upon 45 calendar days advance written notice to the Company; or (d) termination by the Company upon Retail Customer's breach of any obligation under this Agreement that has remained uncured after Retail Customer and Retail Customer's Agent, if designated, have been given written notice of the breach and 30 calendar days to cure. Upon termination of the Agreement, Company shall have the right to remove the Non-Company Owned Meter(s) covered by this Agreement; provided that removal of Non-Company Owned Meters shall comply with Section 5.10.5 of the Tariff. Termination of the Agreement may result in applicable charges under Section 6.1 – Rate Schedules of Company's Tariff. Termination of this Agreement, for any reason, shall not relieve the Parties of any obligation accrued or accruing prior to such termination.

5. Retail Customer is responsible for providing accurate information to Company as requested herein, as well as accurate information necessary to facilitate Company's access through the Billing and Settlement Meter Reading Capability to billing, settlement and reliability Meter Data (e.g., telephone numbers). Retail Customer is responsible for promptly informing Company of any changes to that information. Failure to maintain the accuracy of the information required under this Agreement will constitute a breach of this Agreement.

6. This Agreement is binding upon Company and Retail Customer and their successors and assigns, provided that Retail Customer may assign this Agreement only to another Retail Customer taking service at the specified ESI IDs, and only upon giving written notice to Company and providing all pertinent changes to information requested herein.

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

Company (insert name) _____

(legal signature) _____

(date) _____

Retail Customer (insert name) _____

(legal signature) _____

(date) _____

ACKNOWLEDGED this ___day of_____, _____by:

Meter Owner (insert name) _____

(legal signature) _____

(date) _____

ACKNOWLEDGED this ___day of _____, _____by:

Retail Customer's Agent (insert name) _____

(legal signature) _____

(date) _____

6.3.4.5 COMPETITIVE METERING LETTER OF AGENCY

Electric Service Identifier (ESI ID Number):* _____

Premise Address *(include city, state, zip):** _____

_____

Retail Customer: _____

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

_____

Retail Customer's Email: _____

Retail Customer's Telephone Number: _____

Retail Customer's Fax Number: _____

Retail Electric Provider or (REP): _____

Transmission and Distribution Utility (TDU): _____

Retail Customer's Agent: _____

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

_____

Retail Customer's Agent's Email: _____

Retail Customer's Agent's Telephone Number: _____

Retail Customer's Agent's Fax Number: _____

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

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

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

(1) Communicate with and authorize TDU to maintain, repair, and replace the Non-Company Owned Meter(s), as may be reasonable and necessary;

(2) Submit to and obtain from the TDU information requests, service requests, and data access; and,

(3) Authorize TDU to enter the Premise at reasonable times and to perform all reasonable and necessary work to install the Non-Company Owned Meter(s) at the Premise and to maintain, repair, replace, and remove the Non-Company Owned Meter(s).

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

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

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

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

_____ _____

Retail Customer Date

6.3.4.6 RETAIL CUSTOMER OWNED SUBSTATION AGREEMENT

Retail Customer-owned Substation Agreement
(Applicable to 138 kV and Below)

This Retail Customer-owned Substation Agreement (this "Agreement") is entered into as of [[date]] (the "Effective Date") between AEP Texas Inc. ("Company") and [[customer name]] ("Customer"). Company and Customer may be referred to herein individually as a "Party" or collectively as the "Parties".

Company is a public utility that owns and operates facilities for the transmission and distribution of electricity and offers electric delivery service to retail customers ("Transmission Service") from its high-voltage transmission system (the "Transmission System") pursuant to its Tariff for Retail Delivery Service (as amended from time to time, the "Tariff").

Customer [[insert high level description of what customer owns]] located at [[insert address]] (the "Customer Plant"), and has designed and constructed and owns, and desires to operate and maintain an electric substation (the "Customer Substation") for the purpose of interconnecting with the Company's Transmission System and receiving electricity to serve the Customer Plant. In the event the Customer Substation includes equipment that Company determines will become an integral part of the Company's Transmission System network and ERCOT ("Integral Facilities"), then Company and Customer may also enter into a customized facilities operations or maintenance agreement, giving Company the exclusive right to control, operate, maintain or replace those Integral Facilities. Also, in the event the interconnection of the Customer Substation to the Transmission System will require Company to make certain Transmission System upgrades, then Company and Customer may enter into a Facilities Extension Agreement addressing the terms under which such Transmission System upgrades are to be made.

This Agreement is intended to address, among other things, the Customer Substation design criteria, telemetry specifications, protective relaying requirements and outage, switching and clearance coordination procedures described in this Agreement, including the attached Exhibit A, that are associated with the startup and operation of the Customer Substation by Customer.

1. Defined Terms. All capitalized terms used but not defined in this Agreement have the respective meanings given to them in the Tariff.

2. Customer Representations. Customer has represented to Company that the Customer Plant electrical load is expected to have a peak demand of approximately [[number]] MVA, and the Customer Plant and Customer Substation are subject to completion of the work on Customer Substation as detailed in the Letter of Agreement dated [[date]]. Such work will be completed by Company and Customer following the execution of this Agreement, subject to applicable ERCOT scheduling requirements, complete and ready for operation and interconnection to the Transmission System at 138 kV or below. Customer will promptly notify Company in writing in the event Customer has reason to believe that the commercial operation date for the Plant or Customer Substation has changed.

3. Construction of Customer Substation. Customer designed and constructed the Customer Substation in strict accordance with **Section 6.1.2.2.1, 6.1.3.2.1, and 6.1.4.2.1** of the Tariff and with Company's design criteria, dated as of the date hereof, which are attached hereto as Exhibit A ("Specifications"). Company may amend the Specifications at any time after the date of this Agreement consistent with Good Utility Practice or as directed by an Applicable Legal Authority, and Customer agrees that any such amended Specifications will become effective hereunder upon Customer's receipt of notice thereof from Company. Customer understands and agrees that it may be required to modify the Customer Substation, at Customer's expense, if necessary to meet any amendments to reliability or regulatory requirements or Company's Specifications.

Connection of the Customer Substation to Company's Transmission System shall not imply that Company is representing that any such Customer Substation or facilities are in accordance with such Specifications or requirements, or that those facilities meet Company's operational standards.

To ensure efficient coordination, Company and Customer will communicate during the process of the remaining construction or modification of the Customer Substation. Company hereby acknowledges that Customer submitted its engineering documents to the Company for review and acceptance prior to the execution of this Agreement, and that Company has completed such review and has provided its approval thereof. The Company's review and approval of the Customer's engineering documents shall not be construed as confirming, endorsing or providing a warranty as to the fitness, safety, durability or reliability of such facilities or the design. However, Company is responsible for ensuring that the design criteria it provided to Customer are adequate for the Customer Substation to integrate safely and reliably with the Company's Transmission System network and to meet ERCOT's requirements that are applicable to the Company's Transmission System network.

Customer represents that it has knowledge of, and has performed and shall perform its Customer Substation construction work in accordance with, Good Utility Practices, all applicable

laws, and the safety precautions described elsewhere in the Specifications. Further, Customer shall complete its work in a good and workmanlike manner, using principles, criteria and standards generally accepted for use by a contractor in connection with construction and maintenance of facilities of the same or similar size and type. All engineering work requiring certification shall be certified by professional engineers properly licensed and qualified to perform such engineering services in all appropriate jurisdictions.

Customer is responsible for all costs and liabilities related to Customer's design, construction, operation, maintenance and ownership of the Customer Substation, provided, however, that Customer is not responsible for liabilities arising from Company's design criteria.

4. Operation. To ensure the safe and reliable operation of the Company's Transmission System and the Customer Substation, the Customer and Company will coordinate access, maintenance and operation activities associated with the Customer Substation as required; provided, however, that when Company is providing maintenance and operation activities on Customer's property, Company agrees to follow all site-specific health and safety requirements of Customer that have been provided to Company in advance or are provided to Company upon entry at such site.

Customer is solely responsible for ensuring compliance with the applicable North American Electric Reliability Corporation ("NERC") standards for equipment owned by Customer inside the Customer Substation, except to the extent that the Company has otherwise agreed in writing to assume responsibility. Customer shall comply with any applicable requirements of ERCOT and any governmental authority with respect to its ownership and operation of the Customer Substation and associated facilities. Upon request, Customer shall provide copies to Company of any reports that Customer is required to file with respect to the Customer Substation with entities such as NERC, the Texas Reliability Entity, and ERCOT.

Customer will at all times operate the Customer Substation in a manner consistent with the Specifications, and the substation design criteria, telemetry specifications, protective relaying requirements and outage, switching and clearance coordination procedures described herein, in the attached Exhibit A, provided in writing by Company to Customer as of the Effective Date, and from time-to-time thereafter.

5. Incorporation of Tariff. Section 6.1.2.2.1, 6.1.3.2.1, and 6.1.4.2.1 Retail Customer-owned Substation of Company's Tariff, is incorporated into this Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Tariff, the terms of the Tariff shall prevail.

6. Notice. Any notice to be given by a Party upon another Party in connection with this Agreement must be in writing and shall be sent to such other Party at its delivery address for notice set forth below by (i) regular U.S. mail, private delivery service or recognized overnight courier, or (ii) facsimile or email transmission of a portable document format (PDF).

Delivery address
for notice to Customer:

Delivery address
for notice to Company:

A Party may designate a different delivery address for notice by giving notice thereof to the other Party in accordance with the provisions of this Section 6.

7. Governing Law; No Third-Party Beneficiaries; Interpretation. This Agreement is to be interpreted under the laws of the State of Texas, excluding its choice of law principles, and such laws shall govern all disputes under this Agreement. This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns. The descriptive headings of the various articles and sections of this Agreement have been inserted for convenience of reference only and are of no significance in the interpretation or construction of this Agreement. This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the parties hereto or to impose any partnership obligation or liability upon either Party.

8. Execution and Amendment. This Agreement may be executed in two (2) or more counterparts which may be in portable document format (PDF) or other electronic form, each of which is deemed an original but all constitute one and the same instrument. This Agreement may be amended only upon mutual written agreement of the Parties.

9. No Agency. Neither Party hereto has any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

10. Final Agreement. This Agreement contains the final and complete agreement of the Parties regarding the subject matter hereof and supersedes all prior understandings and agreements between them with respect thereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the date first written above.

AEP Texas Inc.

By: _____
(*Signature*)

_____
(*Name*)

_____
(*Title*)

[[Customer Name]]

By: _____
(*Signature*)

_____
(*Name*)

_____
(*Title*)

6.4 WHOLESALE DISTRIBUTION

6.4.1 WDS for DESRs – Wholesale Distribution Service for Distribution Energy Storage Resources

AVAILABILITY

This schedule is applicable for the transformation of electric power and energy from generation facilities to Wholesale Distribution Service (WDS) for Customers with Distribution Energy Storage Resources (DESRs). For purposes of this Rate Schedule, DESR is defined as "a facility, process, or device(s) that receives electric energy and stores it for the purpose of later releasing electrical energy and that is registered with ERCOT for the purpose of providing energy and/or ancillary services to the ERCOT system and is interconnected at distribution voltage." WDS DESR customers who take wholesale transmission service at distribution voltage from AEP Texas are eligible for service under this Rate Schedule. The Monthly Rate will only be charged when the meter registers energy deliveries from the AEP Texas Distribution System. Delivery service under this Rate Schedule is in accordance with 16 TAC §§ 25.5, 25.191, 25.200-25.203 and 25.501 This schedule provides service as defined by 16 TAC § 25.191(d)(2)(C) and is in accordance with Commission Substantive Rules. This schedule is not available for auxiliary retail service to the WDS DESR facility.

TYPE OF SERVICE

Delivery service will be three-phase, 60 hertz, at the standard primary distribution service voltage (below 60 kV). Delivery service will be provided at one point of delivery and measured with one meter necessary to support the transmission and distribution of energy for purposes of resale.

MONTHLY RATE

I. Distribution Service Charges:

WDS DESR Primary Substation Customers		
Customer Charge	$ 23.93	per Month
Metering Charge	$ 184.31	per Month
Distribution System Charge	$ 1.50	per NCP kW Billing Demand
WDS DESR Primary Line Customers		
Customer Charge	$ 23.93	per Month
Metering Charge	$ 184.31	per Month
Distribution System Charge	$ 2.42	per NCP kW Billing Demand

II. Other Charges or Credits:

A. Distribution Cost Recovery Factor	See Rider DCRF 6.1.1.4.4.1
B. Rate Case Expense Rider	See Rider RCE 6.1.1.4.10

The amount payable for monthly WDS DESR service is equal to the sum of the Customer and Meter Charge, plus the Distribution System Charge, including the DCRF charge, based on the monthly distribution billing demand when the meter registers energy deliveries from the AEP Texas distribution system. WDS DESR Customers are not subject to transmission system charges.

DETERMINATION OF ELIGIBILITY OF PRIMARY SUBSTATION RATE

For purposes of this tariff, DESR Customers with an Agreement for Interconnection and Parallel Operation of Distributed Generation (IA) signed by the Customer and AEP Texas no later than September 30, 2024, will be billed under the Primary Substation Rate. DESR Customers with a signed IA after September 30, 2024, will qualify for the Primary Substation Rate when the shortest distance between the AEP Texas substation property line and the DESR Customer property line is less than 900 feet. All other DESR Customers will be assigned to the Primary Distribution Line Rate.

DETERMINATION OF BILLING DEMAND FOR DISTRIBUTION SYSTEM CHARGES

The NCP kW Billing Demand shall be the kW supplied during the 15-minute period of maximum use. The NCP kW Billing Demand applicable to the Distribution System Charge, including DCRF charges, shall be the higher of the NCP kW demand for the current billing month or 80% of the highest monthly NCP kW demand established in the 11 months preceding the current billing month (80% ratchet). Demand data registered during required ERCOT commissioning and required ongoing ancillary service testing, and necessary Company testing, will be removed from the determination of customer NCP demand and application of the ratchet prior to monthly billing if testing requirements are communicated to the Company in advance of billing. It is the Customer's obligation to communicate to Company the days and times of ERCOT testing periods prior to the end of the billing month to be eligible for ratchet relief for those testing periods. A DESR customer taking service under this Rate Schedule will be billed based on calendar months.

TERMS OF SERVICE

Agreement for Interconnection and Parallel Operation of Distributed Generation (IA) is required. The WDS DESR Customer shall be responsible for all costs of interconnecting with the AEP Texas distribution system as detailed in the IA.

AGREEMENTS

WDS DESR Customers shall enter into an IA with AEP Texas covering specific terms and conditions for the parallel operation of the DESR to the AEP Texas Distribution System. The IA includes points of interconnection, responsibilities, communication protocols, summary of the corresponding system impact study report including but not limited to special operating conditions and estimated contribution in aid of construction (CIAC).

CONTRIBUTION IN AID OF CONSTRUCTION

In the event of any new facilities, or any upgrades, extensions or modifications to existing facilities are required to provide the requested service, the WDS DESR Customer will be required to pay, as

a contribution in aid of construction (CIAC) and in accordance with Commission rules, the estimated costs of such facilities, upgrades, extensions, and modifications. All facilities constructed or modified by AEP Texas shall remain the property of AEP Texas. After the effective date of this Rate Schedule, a CIAC interconnection allowance of $25.00 per interconnected kW will apply, which shall be credited against the total CIAC payment.

CHARGING AND DISCHARGING LIMITS

WDS DESR Customers taking service under this Rate Schedule agree to terms and conditions in the IA including special operating conditions such as charging and discharging limits for the DESR. A system impact study considering normal system conditions will be used to identify the charging and discharging limits. AEP Texas reserves the right to establish limits that are fixed and/or variable-based values. Abnormal system conditions may require AEP Texas to temporarily adjust the specified operating limits until system conditions return to a normal state. To safeguard the safety of persons and property including the prevention of catastrophic equipment failure, AEP Texas may suspend service to the DESR. AEP Texas will use its best efforts to communicate with the WDS DESR Customer as soon as abnormal system conditions are detected requiring adjustments to operating limits or as soon as practical following a forced outage. WDS DESR Customers agree to coordinate with and receive communication from AEP Texas to adjust operating patterns as needed.

PAYMENT

AEP TEXAS WILL RECEIVE PAYMENT BY 30 DAYS AFTER THE ISSUANCE OF THE DISTRIBUTION SERVICE BILL TO THE WDS DESR CUSTOMER.

NOTICE

This Rate Schedule is subject to the Company's Tariff and Applicable Legal Authorities. DESR Customers subject to this Rate Schedule will be provided notice of a proposed change to this Rate Schedule.

APPENDIX A

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

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

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

FOR COMPANY

Legal Name: _____

Mailing Address: _____

_____

Phone Number: _____

Fax Number: _____

Email Address: _____

Payment Address (both electronic and postal): _____

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

FOR COMPETITIVE RETAILER

Legal Name: _____

Mailing Address: _____

_____

Phone Number: _____

Fax Number: _____

Email Address: _____

Billing Address (both electronic and postal): _____

_____

PUC Certificate Number: _____

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

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

*Please place a check on the line beside the option selected. ***These options and attendant duties are discussed in Tariff Section 4.11.1.***

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

_____ Competitive Retailer will direct Retail Customers to call Competitive Retailer to report outages, interruptions, and irregularities and will then forward such calls to Company at the following toll-free number:
1-866-223-8508

_____ Competitive Retailer will direct Retail Customers to directly call or contact Company to report outages, interruptions, and irregularities. Competitive Retailer will provide Retail Customer with the following Company supplied toll-free number for purposes of such reporting:
1-866-223-8508

B. DESIGNATION OF CONTACT FOR MAKING SERVICE REQUESTS

*Please place a check on the line beside the option selected. ***These options and attendant duties are discussed in Tariff Section 4.11.1.***

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

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

1-877-373-4858

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

1-877-373-4858

III. TERM

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

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

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

V. SIGNATURES

AEP TEXAS _____

(legal signature) _____

(date) _____

Competitive Retailer (insert name) _____

(legal signature) _____

(date) _____