

**TARIFF  
FOR  
COMPETITIVE RETAILER ACCESS**

[Name of Municipally Owned Utility or Electric Cooperative]

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## **CHAPTER 1: DEFINITIONS**

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

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

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

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

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

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

**BUSINESS DAY.** Any day on which [Utility]'s corporate offices are open for business and that is not a Banking Holiday.

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

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

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

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

**CONSTRUCTION SERVICE.** Services related to the construction, extension, installation, modification, repair, upgrade, conversion, relocation, or removal of [Utility] facilities including temporary facilities.

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

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

**DELIVERY SERVICE TARIFF.** A document promulgated by [Utility] describing the rates, terms and conditions of Delivery Service to Retail Customers.

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

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

**DISCRETIONARY SERVICES.** Customer specific services.

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

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

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

**ERCOT.** The Electric Reliability Council of Texas, Inc.



**GOOD UTILITY PRACTICE.** This term will have the meaning ascribed thereto in P.U.C. SUBST. R. 25.5, *Definitions*, or its successor.

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

**KILOVOLT AMPERES or KVA.** 1000 volt-amperes.

**KILOWATT or KW.** 1000 watts.

**KILOWATT-HOUR or KWH.** 1000 watt-hours.

**METER or METERING EQUIPMENT.** A device, or devices, together with any required auxiliary equipment, for measuring the amount of Electric Power and Energy delivered.

**METER READING or METER READ.** The process whereby [Utility] determines the information recorded by Metering Equipment. Such reading may be obtained manually, through telemetry, or by estimation, in accordance with the procedures and practices of [Utility].

**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).

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

**POINT OF SUPPLY.** The point where the Electric Power and Energy enters [Utility's] Delivery System.

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

**PROVIDER OF LAST RESORT or POLR.** A REP certified in Texas that has been designated by the commission to provide a basic, standard retail service package to requesting or default customers or an entity selected by a municipally owned utility or electric cooperative to act as a provider of last resort.

**PURA.** Public Utility Regulatory Act.

**REGISTRATION AGENT.** Entity designated by the Commission to administer settlement and premise data and other processes concerning a Retail Customer's choice of a 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 [Utility].

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

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

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

**TAMPER OR TAMPERING.** Any unauthorized alteration, manipulation, change, modification, or diversion of [Utility]'s facilities, including Metering Equipment. Tampering includes, but is not limited to, harming or defacing [Utility]'s facilities, physically or electronically disorienting the Meter, attaching objects to the Meter, inserting objects into the Meter, or other electrical or mechanical means of altering Delivery Service.

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

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

## **CHAPTER 3: GENERAL TERMS AND CONDITIONS OF ACCESS APPLICABILITY**

### **3.1 APPLICABILITY**

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

#### **3.1.1. RECEIPT OF ELECTRICITY FROM COMPETITIVE RETAILERS**

A Competitive Retailer meeting the eligibility requirements of Section 4.3.1, ELIGIBILITY, that is not in default as provided in Section 4.6.3, DEFAULT AND REMEDIES ON DEFAULT OF COMPETITIVE RETAILER, may deliver Electric Power and Energy to Retail Customers connected to the Delivery System of [Utility] at the Point of Supply. [Utility] will allow Access by receiving Electric Power and Energy at the Point of Supply from eligible Competitive Retailers that are not in default.

### **3.2 GENERAL**

Competitive Retailers shall own the electricity that is delivered to Retail Customers at the Point of Supply. Retail Customers shall own the electricity from the Point of Supply to the Point of Delivery. However, Retail Customer has no obligation to pay for Electric Power and Energy if the power is not delivered to the Retail Customer at the Retail Customer's Point of Delivery. [Utility] has no ownership interest in any Electric Power and Energy supplied by third party Competitive Retailers or delivered to Retail Customers that purchase electric energy from third party Competitive Retailers.

### **3.3 DESCRIPTION OF ACCESS**

The provision of Access by [Utility] is subject to the terms of any Access Agreements, the terms and conditions of this Access Tariff and Applicable Legal Authorities.

### **3.4 AVAILABILITY OF TARIFFS**

Copies of this Access Tariff are on file with the Commission and are also available for inspection at the Commission. [Utility] shall post on its Internet site a copy of its current Access Tariff and Delivery Service Tariff in a standard electronic format for downloading free of charge.

### **3.5 CHANGES TO ACCESS TARIFF**

This Access Tariff may be revised, amended, supplemented or otherwise changed from time to time in accordance with the laws of the State of Texas and the rules and regulations of the PUC, and such changes, when effective, shall have the same force and effect as the present Access Tariff. [Utility] retains the right to file an application requesting a change in Chapters 1, 3, and 4 of its Access Tariff and will comply with all laws and rules concerning the provision of notice concerning any such application. [Utility] shall file accurate and current rates for Access in Chapter 5. If an Access rate is altered, [Utility] is responsible for providing the current rate information in a timely manner. Any agreement made pursuant to this Access Tariff shall be deemed to be modified to conform to any changes in this Access Tariff as of the date of the effectiveness of such change. No agent, officer, director, employee, or representative of [Utility] has authority to modify the provisions of this Access Tariff or to bind [Utility] by any promise or representation contrary to the terms of this Access Tariff except as expressly permitted by the PUC.

### **3.6 NON-DISCRIMINATION**

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

### **3.7 FORM OF NOTICE**

A notice, demand or request required or authorized under this Access Tariff to be given by any party to any other party shall be in writing or conveyed electronically, as specified in the section of this Access Tariff requiring such notice. Electronic notice shall be given in accordance with the appropriate SET protocol. Written notice shall either be personally delivered, transmitted by telecopy or facsimile equipment (with receipt confirmed), sent by overnight courier or mailed, by certified mail, return receipt requested, postage pre-paid, to the other party. Any such notice, demand or request so delivered or mailed shall be deemed to be given when so delivered or three

days after mailed, unless the party asserting that such notice was provided is unable to show evidence of its delivery.

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

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

### **3.9 INVOICING TO STATE AGENCIES**

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

### **3.10 GOVERNING LAWS AND REGULATIONS**

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

### **3.11 GOOD FAITH OBLIGATION**

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

### **3.12 COOPERATION IN EMERGENCIES**

[Utility] and Competitive Retailer, shall cooperate with each other, the Independent Organization and any other affected entities in the event of an emergency condition affecting the delivery of Electric Power and Energy or the safety and security of persons and property.

### **3.13 HEADINGS**

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

### **3.14 TAX EXEMPT STATUS**

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

### **3.15 SUCCESSORS AND ASSIGNS**

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

### **3.16 EXERCISE OF RIGHT TO CONSENT**

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

### **3.17 WAIVERS**

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

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

**4.1 GENERAL RULES AND REGULATIONS**

**4.1.1 APPLICABILITY OF CHAPTER**

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

**4.1.2 REQUIRED NOTICE**

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

**4.2 LIMITS ON LIABILITY**

**4.2.1 LIABILITY BETWEEN [UTILITY] AND COMPETITIVE RETAILERS**

This Access Tariff is not intended to limit the liability of [Utility] or Competitive Retailer for damages except as expressly provided in this Access Tariff. This Access Tariff does not address the liability between [Utility] and [Utility]'s Retail Customers or between [Utility] and Competitive Retailer's Retail Customers.

*[Utility] will make reasonable provisions to supply steady and continuous Access to Competitive Retailer but does not guarantee Access against fluctuations or interruptions (whether as a result of negligence or otherwise). [Utility] will not be liable for any damages, whether direct or consequential, including, without limitation, loss of profits or loss of revenue occasioned by fluctuations or interruptions of Access caused by the ordinary negligence (or otherwise) of [Utility].*

However, if damages result from fluctuations or interruptions in Access that are caused by [Utility]'s or Competitive Retailer's gross negligence, or intentional misconduct, this Access Tariff shall not preclude recovery of appropriate damages when legally due.



#### **4.2.2 LIMITATION OF DUTY AND LIABILITY OF COMPETITIVE RETAILER**

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

#### **4.2.3 DUTY TO AVOID OR MITIGATE DAMAGES**

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

#### **4.2.4 FORCE MAJEURE**

*Neither [Utility] nor Competitive Retailer shall be liable in damages for any act or event that is beyond such party's control and which could not be reasonably anticipated and prevented through the use of reasonable measures, including, but not limited to, an act of God, act of the public enemy, 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**

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

#### **4.2.6 LIMITATION OF WARRANTIES BY [UTILITY]**

*[Utility] makes no warranties to Competitive Retailer with regard to the provision of Access and disclaims any and all warranties, express or implied, including but without limitation, warranties of merchantability or fitness for a particular purpose.*

#### **4.2.7 DUTY TO REVIEW**

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

### **4.3 ACCESS**

#### **4.3.1 ELIGIBILITY**

A Competitive Retailer is eligible for Access when:

- (1) The Competitive Retailer and [Utility] have successfully completed system testing for electronic and other data exchange requirements and for interruption reporting and service requests requested pursuant to this Chapter. Testing for electronic data exchange will be conducted in accordance with a test plan developed by the SET team in coordination with the Commission and will be limited to the SET transactions developed by the SET team. [Utility] and Competitive Retailer shall use best efforts to promptly complete system testing;
- (2) Competitive Retailer and [Utility] execute an Access Agreement, or if, [Utility] has failed to execute the Access Agreement upon presentment by Competitive Retailer who has signed such Access Agreement, Competitive Retailer shall be deemed eligible for Access during an interim period by filing the unexecuted Access Agreement with the Commission so that it may investigate into the reasons for such non-execution by [Utility]; and
- (3) The Competitive Retailer, if a REP, is registered with the municipality in whose area the REP intends to provide service, if applicable, and is not in material default with the registration requirements.

#### **4.3.2 INITIATION OF ACCESS**

For the purposes of this section, "initiation of Access" refers to the actions taken by [Utility] to allow the Competitive Retailer to deliver Electric Power and Energy to [Utility]'s Delivery System at the Point of Supply.

##### **4.3.2.1 INITIATION OF ACCESS WHERE CONSTRUCTION SERVICES ARE NOT REQUIRED**

Upon notification by the Registration Agent pursuant to the protocols developed by the Independent Organization that the Retail Customer has designated an eligible Competitive Retailer; and where existing [Utility] facilities will be used for Delivery Service and no Construction Service is needed, [Utility] shall initiate Access when requested by Competitive Retailer through the registration agent:

- (1) Unless the Retail Customer's electrical installation is known to be hazardous or is of such character that Delivery Service cannot be provided consistent with Good Utility Practice, or interferes with the service of other Retail Customers, or unless a known or dangerous condition exists for as long as it exists;
- (2) Unless the Competitive Retailer is in default under this tariff; or
- (3) Unless the Retail Customer is in default under [Utility]'s Delivery Service Tariff.

##### **4.3.2.2 INITIATION OF ACCESS WHERE CONSTRUCTION SERVICES ARE REQUIRED**

When Construction Services are required, a Competitive Retailer may request the Construction service on behalf of the Retail Customer or the Retail Customer may request the service. When a Competitive Retailer requests initiation of Access that requires Construction Service prior to initiation, Competitive Retailer shall contact [Utility] to make arrangements for Construction Services and for establishment of an ESI ID if one is not in existence for that Delivery Point. [Utility] shall establish a new ESI ID and will notify the Registration Agent. The processing of Construction Service, including the establishment of an ESI ID, if one is not in existence for the Point of Delivery, and notifying the Registration Agent of the new ESI ID

shall be governed by the provisions of [Utility]'s applicable Tariffs. [Utility] may contact the Retail Customer for verification of the request. [Utility] shall initiate Access upon completion of the Construction Service and satisfaction of each of the conditions specified in Section 4.3.2.1, INITIATION OF ACCESS WHERE CONSTRUCTION SERVICES ARE NOT REQUIRED.

#### **4.3.2.3 REQUESTS FOR DISCRETIONARY SERVICES INCLUDING CONSTRUCTION SERVICES**

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

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

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

To the extent that SET transactions are developed, such transactions shall be used by Competitive Retailer to request Discretionary Services or Construction Services on behalf of their Retail Customers.

[Utility] will acknowledge receipt of Competitive Retailer's electronic service request and will notify both the Competitive Retailer and the Retail

Customer of the estimated completion date and upon completion of the Discretionary Service request.

#### **4.3.3 CHANGING OF DESIGNATED COMPETITIVE RETAILER**

[Utility] shall change a Retail Customer's designated Competitive Retailer upon receiving proper notification from the Registration Agent, in accordance with [Utility]'s customer protection rules and the protocols developed by the Independent Organization, unless the new Competitive Retailer is in default under this Access Tariff. [Utility] shall release proprietary customer information to the designated Competitive Retailer in a manner prescribed by Applicable Legal Authorities. [Utility] shall not charge Competitive Retailer for a change of designation of a Retail Customer's Competitive Retailer.

#### **4.3.4 PROVISION OF DATA BY COMPETITIVE RETAILER TO UTILITY**

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

#### **4.3.5 SUSPENSION OF ACCESS**

##### **4.3.5.1 SUSPENSIONS WITHOUT PRIOR NOTICE FOR EMERGENCIES OR NECESSARY INTERRUPTIONS**

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

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

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

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

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

**4.3.5.2 NOTICED SUSPENSION NOT RELATED TO EMERGENCIES OR NECESSARY INTERRUPTIONS**

If [Utility] suspends Access in connection with suspending Delivery Service other than as provided for an emergency under Section 4.3.5.1, SUSPENSIONS WITHOUT PRIOR NOTICE FOR EMERGENCIES OR NECESSARY INTERRUPTIONS, [Utility] shall provide electronic notice of the suspension of Access, specifically identifying the location, time, cause, and expected duration of the suspension.

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

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

- (1) In the event of unauthorized use, unauthorized reconnection, or diversion of service or Tampering with [Utility]'s Meter or equipment or bypassing same;
- (2) In the event of Retail Customer's violation of the provisions of [Utility]'s Delivery Service Tariff in a manner which interferes with the Delivery Service of others or the operation of nonstandard equipment, or as otherwise specified by written agreement, and a reasonable opportunity has been provided to remedy the situation;

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

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

#### **4.3.6 RESTORATION OF ACCESS**

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

#### **4.3.7 DISCONNECTION OF SERVICE REQUESTED BY COMPETITIVE RETAILER TO RETAIL CUSTOMER'S FACILITIES**

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

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

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

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

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

#### **4.4 BILLING AND REMITTANCE**

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

If a consolidated bill is to be provided, [Utility] at its option may allow each Competitive Retailer to provide a consolidated bill to its Retail Customers. If [Utility] has chosen this option, it must do so in a non-discriminatory manner in accordance with 4.4.3, CONSOLIDATED BILLING BY COMPETITIVE RETAILER.

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

##### **4.4.1 CONSOLIDATED BILLING BY [UTILITY]**

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



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

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

**4.4.1.1 BILLING BY [UTILITY] TO RETAIL CUSTOMERS FOR DELIVERY SERVICES**

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

**4.4.1.2 CALCULATION AND TRANSMITTAL OF ELECTRIC POWER AND ENERGY CHARGES BY COMPETITIVE RETAILER**

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

#### **4.4.1.3 PRE-BILL STATEMENT CORRECTIONS**

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

#### **4.4.1.4 BILLING CYCLE**

Unless otherwise stated in [Utility]'s Delivery Service Tariff 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. If [Utility] decides to alter the billing cycle for any Retail Customer, [Utility] agrees that it shall notify the Retail Customer's Competitive Retailer at least 30 days prior to such billing cycle change. If [Utility] has not received the pre-bill statement from the Competitive Retailer within the time period specified in Section 4.4.1.2, CALCULATION AND TRANSMITTAL OF ELECTRIC POWER AND ENERGY CHARGES BY COMPETITIVE RETAILER, [Utility] may send out its bills to Retail Customer without the Electric Power and Energy charges.

#### **4.4.1.5 REMITTANCE**

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

for each Retail Customer for which payment is remitted, listed by ESI ID.

#### **4.4.1.6 NON-PAYMENT OR PARTIAL PAYMENT BY RETAIL CUSTOMER**

[Utility] shall not be responsible for non-payment for Electric Power and Energy billed by [Utility] to Retail Customers on behalf of Competitive Retailer. If [Utility] receives partial payment from Retail Customers, [Utility] shall apply proceeds first to outstanding balances due to [Utility], next to the billing service fee specified in Section 4.4.1, CONSOLIDATED BILLING BY [UTILITY], and then to outstanding balances for Electric Power and Energy billed to Retail Customer on behalf of Competitive Retailer.

#### **4.4.1.7 RETAIL CUSTOMER BILLING INQUIRIES**

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

#### **4.4.2 SEPARATE BILLS**

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

#### **4.4.3 CONSOLIDATED BILLING BY COMPETITIVE RETAILER**

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

##### **4.4.3.1 CALCULATION AND TRANSMITTAL OF DELIVERY SERVICE INVOICES BY [UTILITY]**

Not later than three Business Days after the date of a Meter Read for a Point of Delivery, [Utility] shall transmit an electronic invoice for [Utility]'s total

Delivery System charges based on its Delivery Service Tariff associated with the Point of Delivery supplied with Electric Power and Energy by the Competitive Retailer. [Utility] shall separately identify the Delivery System charges and billing determinants for each Point of Delivery served by a Competitive Retailer.

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

Electronic invoices shall be transmitted using the appropriate SET transaction and be consistent with the terms and conditions of this Access Tariff. The Competitive Retailer shall validate or reject the invoice using the appropriate code within 48 hours of the first Business Day following receipt. [Utility] shall correct any [Utility] errors that lead to a rejection. Transactions that are neither validated nor rejected within 48 hours shall be deemed valid.

#### **4.4.3.2 CALCULATION AND TRANSMITTAL OF CONSTRUCTION SERVICE CHARGES**

Construction Service charges shall be invoiced to the entity requesting such service. If Competitive Retailer has requested such a service, [Utility] shall include the Construction Service Charge associated with that service as a separately identified item on the invoice provided pursuant to Section 4.4.3.1, CALCULATION AND TRANSMITTAL OF DELIVERY SERVICE INVOICES BY [UTILITY].

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

#### **4.4.3.3 INVOICE CORRECTIONS**

Invoices shall be subject to adjustment for errors, including, but not limited to arithmetic errors, computational errors, and Meter Reading errors. [Utility] shall cancel and re-bill the original invoice that was incorrect and apply any payments made to the re-billed invoice. If it is determined that [Utility] over-billed for Delivery charges, [Utility] will make adjustment(s) associated with the Point of Delivery for the entire period of over-billing. If it is determined that [Utility] under-billed for Delivery charges, [Utility] will

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

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

#### **4.4.3.4 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 [Utility] defined Meter Reading schedule, if available for that account, unless the Retail Customer has remote Meter Reading capability, in which case the Competitive Retailer has the right to arrange for any Meter Reading/Billing Cycle.

#### **4.4.3.5 REMITTANCE OF INVOICED CHARGES**

Payments for all charges except Discretionary Service Charges invoiced to Competitive Retailer shall be due 35 calendar days following [Utility] transmittal of a validated invoice. A Competitive Retailer that has agreed to be billed on behalf of a Retail Customer for discretionary services including for charges for construction services, shall be offered a payment plan as offered to a Retail Customer in [Utility]'s Delivery Service Tariff.

Disputed invoiced amounts shall be governed by Section 4.4.3.7, INVOICE DISPUTES. Payments are due without regard to whether or when the Competitive Retailer receives payment from its Retail Customer(s). However, the income derived from Delivery Service charges is deemed to have come from the Retail Customer, not the Competitive Retailer.

[Utility] shall specify the due date on the invoice, and the due date shall be the 35<sup>th</sup> calendar day after the transmittal date of the validated invoice, unless the 35<sup>th</sup> day falls on a weekend or Banking Holiday, in which case the due date shall be the following Business Day. Electronic invoices transmitted after 3:00 P.M. shall be considered transmitted on the following Business Day.

Competitive Retailer shall pay the invoice by electronic funds transfer (EFT) utilizing the electronic data interchange (EDI) standard to a bank designated by [Utility]. Competitive Retailer may also pay by wire transfer (WT) accommodated with the appropriate SET transaction. Payment will be considered received on the date [Utility]'s bank receives the EFT or WT.

#### **4.4.3.6 DELINQUENT PAYMENTS**

Payments for Delivery charges invoiced to Competitive Retailer shall be considered delinquent if not received by 5:00 P.M. Central Prevailing Time of the due date stated on the validated invoice. Delinquent payments will be subject to a one-time late fee of 5.0% of the delinquent balance existing on the day after the due date stated on the validated invoice. Competitive Retailer shall be considered in default only after a ten calendar day grace period has passed without the Competitive Retailer fully paying the delinquent balance. Upon delinquency of Competitive Retailer, [Utility] shall provide notice to Competitive Retailer stating that Competitive Retailer is delinquent and shall be in default if payment is not received within ten calendar days. If the amount of the penalty is the sole remaining past-due amount after the ten calendar day grace period, the Competitive Retailer shall not be considered to be in default unless the penalty remains unpaid for an additional 30 calendar days from receipt of the notice.

#### **4.4.3.7 INVOICE DISPUTES**

Competitive Retailer shall pay all portions of an invoice within the remittance timeframes of Section 4.4.3.5, REMITTANCE OF INVOICED CHARGES, unless otherwise agreed to by [Utility] and Competitive Retailer. If a Competitive Retailer disputes all or a portion of an invoice, the Competitive Retailer shall provide written notice to [Utility] of the dispute and shall include in the notice, at a minimum, an explanation of the disputed portion of the invoice, the basis of the dispute, and a proposed resolution. Upon notice of a disputed invoice, [Utility] shall investigate and report the results of the investigation within ten Business Days. Invoice disputes will be addressed promptly, and in the event the dispute is not resolved, the parties shall resort to the dispute resolution procedures set forth in Section 4.9, DISPUTE RESOLUTION PROCEDURES. If [Utility] does not receive notification of a dispute within 11 months from the due date of the invoice in question, said invoice shall be deemed conclusive and binding.

Upon resolution of the dispute, the appropriate adjustments will be reflected on the first subsequent invoice after resolution. If the Competitive Retailer has remitted amounts found to be improperly invoiced, [Utility] shall pay interest on such amounts from the due date on the invoice at the interest rate set in accordance with Tex. Utilities Code Ann. Chapter 183.

#### **4.4.3.8 RETAIL CUSTOMER BILLING INQUIRIES**

When Competitive Retailer receives an inquiry from a Retail Customer concerning the Retail Customer's consolidated bill in connection with an inquiry relating to charges for Delivery Service, the Competitive Retailer may respond to the inquiry, may forward the call to [Utility] or may direct the Retail Customer to contact the person(s) designated by the [Utility] to handle billing inquiries.

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

### **4.5 SECURITY DEPOSITS AND CREDITWORTHINESS**

#### **4.5.1 DEPOSIT REQUIREMENTS FOR CONSOLIDATED BILLING BY UTILITY**

If consolidated billing is performed by [Utility], the Competitive Retailer shall not require deposits to secure remittance of payments by Retail Customers for Electric Power and Energy from [Utility] unless [Utility] has defaulted under Section 4.6.2.1, DEFAULT OF [UTILITY] RELATED TO FAILURE TO REMIT PAYMENTS DUE UNDER THIS TARIFF OR MAINTAIN REQUIRED SECURITY, within the past 24 months. If [Utility] has defaulted under that section within the past 24 months, Competitive Retailer may require such deposit from [Utility] for payments [Utility] has received from Retail Customers for Electric Power and Energy billed under this Access Tariff.

#### **4.5.2 DEPOSIT REQUIREMENTS FOR CONSOLIDATED BILLING BY COMPETITIVE RETAILER**

[Utility] shall not require deposits for a Competitive Retailer that has not Defaulted under Section 4.6.3.2, DEFAULT AND REMEDIES RELATED TO COMPETITIVE RETAILER'S FAILURE TO REMIT PAYMENT OR MAINTAIN REQUIRED SECURITY within the last 24 months. If a Competitive Retailer has defaulted under Section 4.6, DELINQUENCY, DEFAULT AND REMEDIES ON DEFAULT within the past 24 months, [Utility] may require the Competitive Retailer to provide a deposit as security for payments of amounts billed under this Access Tariff.

#### **4.5.3 SIZE OF DEPOSIT**

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

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

The computation of the size of a required deposit shall be mutually agreed upon by [Utility] and the Competitive Retailer. The amount of deposit shall be adjusted, if necessary, during the first month of each calendar quarter to ensure that the deposit accurately reflects the required amount.

#### **4.5.4 FORM OF DEPOSIT**

Deposits under this section shall be in the form of cash held by a third-party escrow, surety bond, letter of credit, affiliate guaranty, or any combination thereof, at the billing party's option. The non-billing party shall be the beneficiary of any affiliate guaranty, surety bond or letter of credit. Providers of affiliate guaranty, surety bonds or letters of credit must have and maintain long-term unsecured credit ratings of not less than "BBB-" or "Baa3" (or equivalent) from Standard and Poor's or Moody's Investor Service, respectively. Other forms of security may be mutually agreed to by [Utility] and Competitive Retailer provided that terms are offered on a non-discriminatory basis. Within ten Business Days of the quarterly review in Section 4.5.3, SIZE OF DEPOSIT, the billing party shall remit additional cash in escrow or replacement affiliate guaranty, surety bonds or letters of credit, as applicable, in the amount determined pursuant to the review.



#### **4.5.5 INTEREST**

Cash deposits shall accrue interest payable to the billing party. Interest accrued shall be paid to the billing party in connection with the quarterly review under Section 4.5.3, SIZE OF DEPOSIT, if such interest causes the size of the deposit to exceed the required amount. The rates of interest to be paid in accordance with the Tex. Utilities Code Ann. Chapter 183.

#### **4.5.6 HISTORICAL DEPOSIT INFORMATION**

Parties shall maintain adequate records of deposits.

#### **4.5.7 REFUND OF DEPOSIT**

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

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

### **4.6 DELINQUENCY, DEFAULT AND REMEDIES ON DEFAULT**

#### **4.6.1 [UTILITY] DELINQUENCY AND DEFAULT**

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

- (1) Fails to remit payment for Electric Power and Energy received from Retail Customers to the Competitive Retailer pursuant to Sections 4.4.1.5, REMITTANCE, and 4.4.1.6, NON-PAYMENT OR PARTIAL PAYMENT BY RETAIL CUSTOMER; or
- (2) Fails to satisfy any material obligation under this tariff, including fulfilling the security requirements set forth in Section 4.5, SECURITY DEPOSITS AND CREDITWORTHINESS; or
- (3) Fails to provide Meter Reading data to Competitive Retailer in accordance with Section 4.8.1, DATA FROM METER READING.

## **4.6.2 DEFAULT AND REMEDIES ON DEFAULT OF [UTILITY]**

### **4.6.2.1 DEFAULT OF [UTILITY] RELATED TO FAILURE TO REMIT PAYMENTS DUE UNDER THIS TARIFF OR MAINTAIN REQUIRED SECURITY**

Upon [Utility]'s delinquency related to failure to remit Electric Power and Energy payments, in accordance with Sections 4.4.1.5 REMITTANCE, and 4.4.1.6, NON-PAYMENT OR PARTIAL PAYMENT BY RETAIL CUSTOMER, Competitive Retailer shall provide notice of delinquency to [Utility] of same. [Utility] shall have ten Business Days to cure the delinquency. Upon [Utility]'s failure to cure the delinquency, [Utility] shall be in default, and Competitive Retailer may pursue any or all of the following remedies:

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

### **4.6.2.2 DEFAULT OF [UTILITY] RELATED TO FAILURE TO PROVIDE METER READING DATA**

Upon delinquency related to failure of [Utility] to provide Meter Reading data in accordance with Section 4.8.1, DATA FROM METER READING, Competitive Retailer shall provide notice of delinquency to [Utility]. [Utility] shall have ten Business Days to cure the delinquency by providing the data. Upon failure to cure the delinquency, [Utility] shall be in default, and Competitive Retailer may pursue any or all of the following remedies:

- (1) Based on the Competitive Retailer's historic usage data for a Retail Customer, use estimated usage information for that billing cycle to

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

- (2) Avail itself of any other legal remedies that may be appropriate.

#### **4.6.3 DEFAULT AND REMEDIES ON DEFAULT OF COMPETITIVE RETAILER**

##### **4.6.3.1 COMPETITIVE RETAILER DELINQUENCY**

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

- (1) Fails to remit to [Utility] any payments due under this Access Tariff; or
- (2) Provides consolidated billing and fails to remit payment to [Utility] within the ten calendar day grace period allowed under Section 4.4.3.6, DELINQUENT PAYMENTS; or
- (3) Fails to satisfy any material obligation under this Access Tariff including, but not limited to failure to, fulfill the security requirements set forth in Section 4.5, SECURITY DEPOSITS AND CREDITWORTHINESS; or
- (4) Fails to comply with the requirements of the applicable municipal certification.

##### **4.6.3.2 DEFAULT AND REMEDIES RELATED TO COMPETITIVE RETAILER'S FAILURE TO REMIT PAYMENT OR MAINTAIN REQUIRED SECURITY**

Upon Competitive Retailer's delinquency related to its failure to remit payments due under this Access Tariff or maintain required security, [Utility] shall provide notice of delinquency to Competitive Retailer of the same. Competitive Retailer shall have ten Business Days to cure the delinquency. Upon failure to cure the delinquency the Competitive Retailer shall be in default. [Utility] may pursue any or all of the following remedies:

- (1) Apply to delinquent balances Competitive Retailer's deposit, if any, and any accrued interest, or seek recourse against any letter of

- credit or surety bond for the amount of delinquent charges due to [Utility], including any penalties or interest;
- (2) Avail itself of any legal remedies that may be appropriate to recover unpaid amounts and associated fees, including any penalties or interest;
  - (3) Implement other mutually suitable and agreeable arrangements with Competitive Retailer, provided that such arrangements are available to all Competitive Retailers on a non-discriminatory basis;
  - (4) Notify the Commission that the Competitive Retailer is in default and request suspension or revocation of the Competitive Retailer's certificate;
  - (5) Require the Competitive Retailer to do one of the following:
    - (A) Transfer the billing and collection responsibility for all Delivery charges to [Utility], if [Utility] consents;
    - (B) Immediately arrange for all future remittances from Retail Customers to be paid into a lock-box controlled by [Utility]. Amounts collected in lock-box shall first be applied to amounts due [Utility], including any late fees and penalties with remaining amounts released to Competitive Retailer. Competitive Retailer shall bear all costs of such mechanism; or
    - (C) Immediately arrange for the Competitive Retailer's customers to be served by another qualified Competitive Retailer or the Provider of Last Resort.

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

**4.6.3.3 DEFAULT RELATED TO COMPETITIVE RETAILER'S FAILURE TO SATISFY MATERIAL OBLIGATIONS UNDER ACCESS TARIFF**

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

- (1) Implement mutually suitable and agreeable arrangements with Competitive Retailer provided that such arrangements are available to all Competitive Retailers on a non-discriminatory basis;
- (2) Notify the Commission that the Competitive Retailer is in default and that certification should be suspended or canceled;
- (3) In municipal utility areas where municipal certification is not required and in electric cooperative utility areas, if the defaulting Competitive Retailer is not a REP certified by the Commission or is not certified by the municipality and the remedy of decertification is unavailable, [Utility] may discontinue access 15 calendar days after the Competitive Retailer has been in default and has failed to cure the non-compliance.

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

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

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

#### **4.6.3.5 CURE OF DEFAULT**

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

### **4.7 MEASUREMENT AND METERING OF SERVICE**

#### **4.7.1 MEASUREMENT**

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

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

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

#### **4.7.2 METER READING**

[Utility] is responsible for reading [Utility]'s Meter. If an actual Meter Reading is not obtained, [Utility] shall estimate the Meter Reading for invoicing purposes in accordance with the applicable protocols of an Independent Organization, this chapter, the Rates in Chapter 5 and Applicable Legal Authorities.

#### **4.7.3 REPORTING MEASUREMENT DATA**

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

#### **4.7.4 METER TESTING, METER REPLACEMENT AND ADJUSTMENTS FOR METER READING INACCURACIES**

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

#### **4.7.5 INVOICE ADJUSTMENT DUE TO METER INACCURACY**

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

## **4.8 DATA EXCHANGE**

[Utility] shall release to Competitive Retailer in a manner prescribed by Applicable Legal Authorities proprietary customer information necessary to enable the Competitive Retailer to serve the Retail Customer. Competitive Retailer may be charged by [Utility] in accordance with [Utility]'s rates contained in Chapter 5 for provision of such information including Meter Reading data.

### **4.8.1 DATA FROM METER READING**

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

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

Metering data, except as specified in Section 4.8.1.3, OUT OF CYCLE METER READS, will be sent to the Competitive Retailer in complete billing periods.

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

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

Unless provided by the Independent Organization, [Utility] shall provide access to Retail Customer's historical usage and interval data to Retail Customer and with the Retail Customer's permission, current and/or prospective Competitive Retailers. [Utility] shall maintain at least 12 months of usage data for each customer with a volumetric or demand meter, 12 months of usage and demand data for each customer with a demand meter, and 12 months interval data for any customer for whom [Utility] records interval data. If not provided by the Independent Organization, [Utility] shall provide access to this data for interval demand recorder (IDR) customers through a web-portal, or other means such that the data is accessible in real time. [Utility] shall ensure confidentiality of customer load



data through the assignment of unique customer passwords or personal identification numbers (PINs) released only to the IDR-metered Retail Customer.

#### **4.8.1.1 DATA RELATED TO INTERVAL METERS**

Data from interval meters will be sent as KWH during each interval. The KWH and KW or KVA Demand as applicable, will be reported for each interval. The time stated for a recording interval shall be the end of the interval.

#### **4.8.1.2 DATA REPORTED BY VOLUMETRIC (KWH) METERS**

Data reported by volumetric (KWH) meters, will include: the start-of-period date and time, usage for period, demand readings (if available), end-of-period date and time, and end-of-period reading. Exceptions, which include start of accounts and meter changes for start-of-period reading, must be sent.

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

#### **4.8.1.3 OUT OF CYCLE METER READS**

Out of cycle meter reads associated with a Retail Customer's change in designated Competitive Retailer shall be provided to both the new and previous Competitive Retailer the next Business Day following the out of cycle meter read date. For the new Competitive Retailer, the billing period begins with the out of cycle meter read, and for the previous Competitive Retailer, the billing period ends with the out of cycle meter read. No such out of cycle Meter Read shall be deemed to require any change in [Utility]'s regular continuing Meter Read cycle for that Retail Customer.

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

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

#### **4.8.1.4 ESTIMATED USAGE**

Estimated usage must be identified as "Estimated" in the SET transactions. [Utility] shall provide the reason for estimation and the estimation method used.

#### **4.8.1.5 METER CHANGES**

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

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

### **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 data maintenance activities (e.g. response to inquiries, needs to restore data files, and responses to problems with posted data), and Meter maintenance activities (e.g. adjustments as improved information becomes available due to discovery of incorrect reads, crossed Meters, non-registering Meters, slow or fast Meters, and incorrect multipliers.)

The following standards apply to such previously transmitted data:

- (1) When corrections are made to previously sent data, the original SET is first canceled. A new SET of "original" data is then transmitted;
- (2) When corrections are made to previously sent data, the complete set of data pertaining to a Meter and billing cycle will be resent. When re-sending or correcting data, each billing cycle for the affected Meter will be in a distinct data set in the SET. Only the data for the affected billing cycle and Meter will be resent;
- (3) In the case of "crossed Meters," in which Meter numbers have been incorrectly reported for sets of usage data, the original SET will be canceled, and a new SET transmitted that correctly reports the data, ESI ID, and other associated data;
- (4) [Utility] will make corrected data available to the original recipients in a timely manner no matter when the correction is made; and
- (5) Utility shall provide a reason for an adjustment to Competitive Retailer when the adjustment is made.

#### **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 [Utility].
- (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.
- (4) An ESI ID will be assigned by [Utility] 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 by Competitive Retailers or [Utility] regarding Access, the parties may contact each other during normal business hours.

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

- (1) [Utility] or Competitive Retailer may initiate the dispute process by presenting to the other party a notice of the dispute/complaint. Notice shall include, at a minimum, a clear description of the dispute, the nature of the dispute, a contact name, and a proposed resolution;
- (2) All disputes shall be referred to a designated senior representative of each of the parties for resolution on an informal basis as promptly as practicable;
- (3) The receiving party shall investigate the complaint and provide a response as soon as possible but not later than ten Business Days following receipt of the complaint;
- (4) In the event that the designated representatives are unable to resolve the dispute within 30 calendar days, such dispute, by mutual agreement, may be referred to mediation or be submitted to binding arbitration and resolved in accordance with the current Commercial Arbitration Rules of the American Arbitration Association; and
- (5) In the event that binding arbitration is not chosen and resolution is not obtained within 30 calendar days after the initial complaint (or another mutually agreed upon timeline), the Competitive Retailer or [Utility] may file a complaint at any time thereafter with the Commission.

### **4.9.2 COMPLAINT WITH REGULATORY AUTHORITY**

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

### **4.9.3 SERVICE INQUIRIES OR ACCESS STATUS**

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

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

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

## **4.10 OUTAGE AND SERVICE REQUEST REPORTING**

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

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

- (1) Competitive Retailer may direct Retail Customers to call the Competitive Retailer for such reporting of requests and electronically forward outage information to [Utility]. Such arrangements shall ensure that all necessary information is communicated in a manner such that [Utility] can respond to

requests in a timely fashion and that Competitive Retailers are kept informed of the status of restoration efforts and service requests; or

- (2) Competitive Retailer may direct Retail Customer to call Competitive Retailer for such reporting or requests and then forward the call to [Utility].

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

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

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

If alternative option (2) is used, Competitive Retailer shall make arrangements with the [Utility] to pre-authorize any service requests for which the [Utility] will invoice the Competitive Retailer before such requests are performed. A Competitive Retailer who does not make other arrangements shall be deemed to have pre-authorized all service requests from retail customers. [Utility] shall not act in a discriminatory manner in making such arrangements with Competitive Retailers.

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

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

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

#### **4.10.2. RESPONSE TO REPORTS OF INTERRUPTIONS AND REPAIR REQUESTS**

[Utility] will promptly investigate reported problems. If, upon making a service call, [Utility] determines that a reported problem is caused by a condition on Retail Customer's side of the Point of Delivery, [Utility] shall notify Competitive Retailer.

**CHAPTER 5: [Utility] ACCESS RATES**

**5.1 GENERAL**

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

**5.2 RATE SCHEDULES**



**APPENDIX A**

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

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

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

FOR [UTILITY]

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

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

\_\_\_\_\_

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

FOR COMPETITIVE RETAILER

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

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

\_\_\_\_\_

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

1-8XX-XXX-XXXX

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

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

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

1-8XX-XXX-XXXX

B. DESIGNATION OF CONTACT FOR MAKING SERVICE REQUESTS

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

1-8XX-XXX-XXXX

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

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

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

1-8XX-XXX-XXXX

### III. DESIGNATION OF CONTACT FOR BILLING INQUIRIES

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

1-8XX-XXX-XXXX

### IV. TERM

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

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

V. 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.

VI. SIGNATURES

**[Utility]** (insert name)

\_\_\_\_\_

(legal signature)

\_\_\_\_\_

(date)

\_\_\_\_\_

**Competitive Retailer** (insert name)

\_\_\_\_\_

(legal signature)

\_\_\_\_\_

(date)

\_\_\_\_\_