

PROJECT NO. 41121

RULEMAKING PROCEEDING TO	§	PUBLIC UTILITY COMMISSION
AMEND P.U.C. SUBST. R. §25.214 AND	§	
PRO-FORMA RETAIL DELIVERY	§	OF TEXAS
TARIFF	§	

**ORDER ADOPTING AMENDMENT TO §25.214
AS APPROVED AT THE JUNE 20, 2014 OPEN MEETING**

The Public Utility Commission of Texas (commission) adopts an amendment to §25.214, relating to Terms and Conditions of Retail Delivery Service Provided by Investor Owned Transmission and Distribution Utilities (TDUs), with changes to the proposed text as published in the February 7, 2014 issue of the *Texas Register* (39 TexReg 570). The amendment to the Pro-Forma Retail Delivery Tariff (Retail Tariff or Tariff) clarifies the terms and conditions and further standardizes services provided by all TDUs to the retail market. The amendment includes, but is not limited to, modifications that refine the definitions, clarify the requirements for market notices, reduce the time to repair security lighting, require TDUs to provide Interval Data from Standard Meters on a daily basis and timely replacement of Interval Data when corrected or revised Interval Data is available, and improve the organization and layout of Chapter 6. The requirements for the various metering services are separated in Chapter 6 as well. Additional improvements are made to the Tariff by modifying the timelines for Discretionary Services provided to premises with a Standard Meter in Section 6.1.2. The amendment also conforms the language in other Sections to be consistent with the comprehensive changes in Chapter 6. Other grammatical and layout changes have also been made. This rule is a competition rule subject to judicial review as specified in PURA §39.001(e). The amendments are adopted under Project Number 41121 and shall not come into effect until January 15, 2015.

There was no request for a public hearing, therefore, none was held.

The commission received comments on the proposed amendment from the Joint Transmission and Distribution Utilities (Joint TDUs), consisting of AEP Texas Central Company, AEP Texas North Company, CenterPoint Energy Houston Electric, LLC, Oncor Electric Delivery Company LLC, Sharyland Utilities, L.P., and Texas-New Mexico Power Company and the Retail Electric Provider Coalition (REP Coalition), consisting of the Alliance for Retail Markets (ARM – consisting of Ambit Energy, L.P., Champion Energy Services, LLC, Constellation NewEnergy Inc., Direct Energy, LP, Gexa Energy, LP, Green Mountain Energy Company, and Noble Americas Energy Solutions LLC), Green Mountain Energy Company, Reliant Energy Retail Services, LLC, the Texas Energy Association of Marketers (TEAM – consisting of Accent Energy d/b/a IGS Energy, Cirro Energy, Just Energy, StarTex Power, Stream Energy, TriEagle Energy, and TruSmart Energy), and TXU Energy Retail Company LLC. The commission received reply comments from the Joint TDUs, the REP Coalition, Texas Industrial Energy Consumers (TIEC), and the Office of Public Utility Counsel (OPUC).

General comments

OPUC and the REP Coalition supported and appreciated the efforts to modernize the Tariff to reflect the changes in the retail market, and to review, reorganize, and update all aspects of the Tariff to improve retail delivery service. The Joint TDUs also supported many of the proposed revisions; however, they noted that certain of the proposed changes are either unreasonable, have unintended consequences, cause conflicts between Tariff provisions or between the Tariff and

other rules, or are confusing as drafted. The Joint TDUs have asked the commission to approach any and all changes to the Tariff with the question “[w]hy is it necessary to change the Tariff language that has been in effect for the last eight years?”

The REP Coalition responded that many significant changes have occurred in the market during the last eight years, necessitating the commission’s comprehensive review of the Tariff in this project, and OPUC agreed. The REP Coalition emphasized that since the commission completed its last comprehensive review of the Tariff, which was completed in 2006, there has been an emergence of certain issues in the provision of retail delivery service by TDUs to retail electric providers (REPs) that must be rectified, as well as the near-ubiquitous deployment of advanced meters. The REP Coalition remarked that improvements are needed to resolve existing problems, such as the need for uniformity and the timing of retail market notices. Moreover, they opined that a periodic review of existing procedures and rules to ensure efficiency under current market conditions is a prudent oversight practice.

Commission response

The commission agrees with the parties that a reorganization and comprehensive review of the Tariff is necessary. Many of the commission’s substantive retail rules contain requirements for both REPs and TDUs and the Tariff governs many of the market processes associated with those rules. The last comprehensive review of the Tariff was completed in 2006 in Project No. 29637, *Rulemaking to Amend P.U.C. Substantive Rule §25.214 and Pro-Forma Retail Delivery Tariff*, and since then, there have been project-specific changes made to the Tariff, but a full review of the Tariff did not occur. The

changes made were pursuant to revisions to retail rules relating to switch-hold, prepaid service, critical care and chronic condition customers, remote disconnection and reconnection of service, selection of a REP and the timelines associated with switching, move-in and move-out service transactions, information disclosures to residential and small commercial customers, and meter tampering. The commission is conducting a comprehensive review in this project to continue to update the Tariff and make all Sections consistent with current practice. The changes the commission is adopting in this rule are being made to make the language more consistent, add clarity, refine certain retail market processes, and provide necessary improvements to the Chapter related to the Discretionary Services and the timelines associated with performing them.

Chapter 1: Definitions

New Proposed Term - AMS-M Meter

The Joint TDUs recommended that a new definition be added for Advanced Metering System (AMS) Meters that have the same functionality as a Standard Meter, except for remote disconnection and reconnection. TIEC did not oppose the suggestion by the Joint TDUs to add this definition. OPUC and the REP Coalition supported the use of the term AMS-M Meter rather than the Joint TDUs' suggested term Non-Standard Remotely Read Meter. OPUC opined that the term Non-Standard Remotely Read Meter could be confusing because it focuses on the functionality the meter shares with a Standard Meter rather than the functionality that is different. TIEC opined that since Interval Data Recorder (IDR) Meters are distinct from other types of electromechanical/non-AMS Meters, they should be separately referenced rather than included in the "Non-Standard Meter" category.

TIEC further proposed that all references to Non-Standard Meters throughout Section 6.1.3 be modified to apply to Non-Standard Meters and IDR Meters. TIEC agreed with the Joint TDUs that the definitions of the various meter types in the proposed Tariff should be modified to eliminate overlap and more accurately describe the various kinds of meters. They opined that although an IDR Meter is separately defined in the proposed tariff, IDR Meters also appear to fall within the definition of “Non-Standard Meters.”

Commission response

The commission agrees with commenters that a definition is needed to distinguish meters that have the same functionality as a Standard Meter except for the ability to remotely disconnect and reconnect, and therefore modifies the Tariff accordingly. The commission also agrees with the REP Coalition that the newly defined term should be AMS-M Meter, instead of Non-Standard Remotely Read Meter because AMS-M is a clearer reference, and adopts the term for clarification purposes. The suggestions from TIEC regarding references to Non-Standard Meters in 6.1.3 are addressed in later commission responses regarding changes made to Chapter 6.

Field Operational Day

The Joint TDUs noted that the published rule removes the term Field Operational Day from the Tariff. The Joint TDUs urged the commission to reinstate the definition because they proposed that necessary provisions of Sections 6.1.2, *Reconnection at Premium Locations*, and 6.1.3,

Reconnect After Disconnection for Non-Payment of Charges (DNP), be reinstated where this term is used.

Commission response

The commission reinstates this definition as requested by the Joint TDUs because the commission reinstates the necessary provisions of Section 6.1.2 and Section 6.1.3 where the term is used.

Interval Data

The Joint TDUs stated that the definition of Interval Data is worded awkwardly as published and argued that the definition as written suggests that the Meter Data reports itself. The Joint TDUs therefore recommended language to revise the definition to clarify that Interval Data is electricity usage that is recorded by the Meter in 15-minute intervals. The REP Coalition stated that they did not object to the Joint TDU proposal.

Commission response

The commission disagrees with the Joint TDUs' recommendation. A definition of report is "to give an account of," which accurately conveys the meaning of Interval Data intended by the commission. In addition, the Joint TDUs' proposal would equate data to electricity usage, which is incorrect because the recording of electricity usage in the form of data is different from the actual electricity usage. Therefore the commission retains the definition as published.

Interval Data Recorder (IDR) Meter

The Joint TDUs proposed that the definition be revised to recognize that all IDR Meters do not have the ability to transmit data to a central location, as some must be probed by a utility employee at the premises. The Joint TDUs pointed out that IDR Meters are functionally different than AMS-M Meters, and TIEC agreed. TIEC added that given the significant technical distinctions between IDR Meters and non-AMS/electromechanical meters, IDR Meters should be separately defined and separately referenced throughout the Tariff. TIEC explained that existing IDR Meters provide data in 15-minute intervals, but most do not have two-way communications, must be polled in order to extract meter data, and cannot be remotely connected and disconnected. The Joint TDUs noted that not all IDR Meters have the ability to send continuous data, and TIEC agreed that language requiring this functionality should not be included in the definition of IDR Meter.

The Joint TDUs recommended removal of the language in the definition regarding the telephonic and electronic mode of transmission to a central location, and suggested adding language at the end of the definition to state that an IDR Meter does not qualify as a Non-Standard Remotely Read Meter.

Commission response

The commission agrees with the Joint TDUs and TIEC that due to the significant technical distinctions between IDR Meters and other Non-Standard Meters, IDR Meters should be separately defined and separately referenced throughout the Tariff. The commission also agrees with the Joint TDUs' recommendation and clarifies that an IDR Meter does not

qualify as an AMS-M Meter which, as explained above in the Section, *New Proposed Term - AMS-M Meter*, is the term the commission has adopted rather than Non-Standard Remotely Read Meter. The commission modifies the definition of IDR Meter accordingly.

Kilovolt-Amperes

The Joint TDUs pointed out that the abbreviation of Kilovolt Amperes in the definition is incorrectly abbreviated and that the proper abbreviation should include a lowercase “k.” In its reply comments, the REP Coalition stated that they did not object to the Joint TDU proposal.

Commission response

The commission agrees with the Joint TDUs and modifies the definition of Kilovolt Amperes accordingly. The commission has also hyphenated the term.

Meter Data

The REP Coalition did not support the proposed limitation on the definition of Meter Data because the billing services referenced in the proposed definition, they argued, entails the calculation of the TDU charges for Delivery Service assessed to REPs. The REP Coalition further argued that the proposed language improperly limits the scope of data included in the term and is too restrictive. In contrast, the REP Coalition proposed that the term Meter Data should encompass more than the data used by the TDU to calculate charges for delivery service. More specifically, the REP Coalition argued Meter Data should include customer historical load data and other proprietary customer information provided by the TDU pursuant to commission rule or other authority.

The REP Coalition further noted the published Tariff uses the term Meter Data in Sections 4.8 and 5.10.2 to encompass more than that used for TDU billing services. The REP Coalition stated that the published definition of Meter Data supported by the Joint TDUs is contrary to the scope of Meter Data identified in Section 5.10.2 of the Tariff and specified in PURA §39.107(b). The REP Coalition pointed to the inaccuracies of the proposed definition by highlighting the fact that the published Tariff defines Interval Data as Meter Data that reports electricity in 15-minute intervals; however, TDUs do not use 15-minute Interval Data for billing services. Instead, the REP Coalition argued that this Interval Data is Meter Data that is critical to a REP's time-of-use products and helpful to customers that want to better understand their electricity consumption. The REP Coalition urged the commission to reinstate the broader definition that is in the current Tariff.

In their reply comments, OPUC agreed with the REP Coalition that the definition of Meter Data should be expanded to include more data than "data used for billing services" and, in particular, should include Interval Data. OPUC noted that, as proposed, the definition of Meter Data would not include historical load data and proprietary information. OPUC argued that Interval Data is essential for time-of-use offerings, which require access to additional information contained in the meter. Though OPUC supported an expanded definition of Meter Data, they agreed with the Joint TDUs that it is the responsibility of the REPs, and not the TDUs, to calculate usage figures from the Joint TDU web portal data.

In contrast, the Joint TDUs supported the proposed definition of Meter Data. The Joint TDUs disagreed with the REP Coalition's argument that the proposed definition improperly limits the scope of data available to REPs and conflicts with Section 4.8 and 5.10.2. The Joint TDUs reasoned that the definition of Meter Data should be limited because other data needed by the market (such as historic billing data and other customer data) is provided for in other Sections of the Tariff and/or provided for in other applicable legal authorities. In addition, the Joint TDUs argued that the meter may contain data that is related to the meter's functions or programming, which do not pertain to the customer and are not useful by the REP but would be contained in an expanded definition of the term. The Joint TDUs proposed an alternate definition if the commission finds that the proposed definition of Meter Data makes Section 5.10.2 unclear, the Joint TDUs recommended a change to the definition to clarify that Meter Data is separate from historical load data or other customer proprietary data. Additionally, the Joint TDUs recommended deleting "including the data used to calculate charges for Delivery Service" in Section 5.10.2 and, similarly, changing the term Meter Data in Section 4.8 to "historical load data."

In their reply comments, the REP Coalition reiterated their opposition to the proposed definition of Meter Data. The REP Coalition argued that the proposed definition is contrary to the scope of Meter Data identified in Section 5.10.2 of the Tariff and specified in PURA §39.107(b). The REP Coalition contended the TDUs' support for the exclusion of Interval Data from the definition of Meter Data indicates the TDUs' intent to avoid any obligations relating to the provision of Interval Data pursuant to the Tariff. The REP Coalition opined that the commission should not adopt the recommendation of the Joint TDUs to exclude Interval Data from the scope

of retail delivery service for two reasons. First, the REP Coalition argued that the failure to address the TDUs' obligations with respect to Interval Data would undermine the statutory provision in PURA §39.107(h) and (i) as well as the rule provisions in P.U.C. SUBST. R. §25.130(a) and (g)(1)(G). Specifically, the REP Coalition pointed out that in PURA §39.107(i), the Legislature expressed its support for the rapid deployment of AMS Meters "to allow customers to better manage energy use and control costs, and to facilitate demand response initiatives." The REP Coalition stated that if the Tariff does not address the TDUs' obligations with respect to the delivery of Interval Data, the expectations and objectives inherent in these statutory and rule provisions are undermined. In addition, the REP Coalition pointed to all the uses of Interval Data, specifically its use by ERCOT for settlement purposes and by customers when utilizing things like prepaid, time-of-use and usage reduction incentive programs. Second, the REP Coalition insisted that the timeliness and quality of the Interval Data provided by the TDUs are critical to ensuring REPs can continue to offer valuable new services to customers and help customers better manage their energy use.

Commission response

The commission agrees with the Joint TDUs that the definition of Meter Data should focus on data contained within or generated by the meter and which is used by the Company to calculate charges for service. Furthermore, the commission agrees with the Joint TDUs that data contained within a meter that pertain to the functioning of the meter, such as functionality and programming data, should not be included in the definition because these data types do not directly pertain to the customer. However, the commission also agrees with the REP Coalition that Interval Data is important, especially for time-of-use services,

and should therefore be included in the definition of Meter Data and is consistent with PURA §39.107(b) and (i). Therefore, the commission has changed the definition accordingly.

Non-Standard Meter

The REP Coalition supported the inclusion of the new term Non-Standard Meter in the Tariff; however, they offered clarifying language to differentiate a Non-Standard Meter from a Standard Meter. The REP Coalition proposed using the definition of a Standard Meter as a baseline by which a Non-Standard Meter is defined. In addition, they proposed adding a second sentence to ensure that Standard Meters with certain disabled or disconnected functionalities fall within the definition of Non-Standard Meter. The REP Coalition argued that, in a technical sense, some meters can perform two-way communications or have remote disconnection and reconnection capabilities. But, the REP Coalition noted that some of these functionalities have been disabled for specified reasons, thus making these meters Non-Standard Meters. Therefore, the REP Coalition offered language to amend the definition to clarify that a Non-Standard Meter is not a Standard Meter and that the definition of a Non-Standard Meter includes a meter that is otherwise a Standard Meter but has one or more of the listed functionalities disabled.

The Joint TDUs opposed the published definition of Non-Standard Meter and opined that the definition should be the same as the one in the recently adopted P.U.C. SUBST. R. §25.133, with the additional qualifiers that it is not applicable to an IDR or an AMS-M Meter. Therefore, the Joint TDUs proposed changing the definition of Non-Standard Meter to be “[a] Meter that does

not function as a Standard Meter and is not an IDR Meter or a Non-Standard Remotely Read Meter.” This proposal was supported by TIEC.

In their reply comments, the Joint TDUs stated that they did not oppose the REP Coalition’s proposal to clarify that Standard Meters with certain disabled or disconnected functionalities are included within the definition of Non-Standard Meter. However, the Joint TDUs stated their non-opposition to the approach is contingent on the understanding that all discretionary service charges and timelines for AMS-M Meters, IDR Meters, and meters without advanced meter functionality are specifically set forth in Section 6.1.3 of the Tariff. The Joint TDUs contended that IDR Meters should also be defined as Non-Standard Meters and that discretionary service charges and timelines for both AMS-M and IDR Meters be set forth in Section 6.1.3 rather than cross-referencing to Section 6.1.2. In addition, the Joint TDUs proposed a modification to the definition provided by the REP Coalition, and stated that the term “does not have the ability” in the definition is confusing and should be changed to “lacks the ability to.”

Commission response

The commission has changed the definition of Non-Standard Meter in the proposed Tariff by using the definition in P.U.C. SUBST. R. §25.133. In addition, the commission has clarified that a Non-Standard Meter may be a meter that would be a Standard Meter except that it lacks the ability, or has been disabled from providing, 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. Therefore, the definition of Non-Standard Meter, which the commission is adopting,

would include an AMS-M Meter as well as an IDR Meter, as these are specific types of meters under the general category of Non-Standard Meter.

New Proposed Term - Non-Standard Remotely Read Meter

The Joint TDUs suggested that a new term, Non-Standard Remotely Read Meter, be defined. They argued the definition is necessary for AMS-M Meters that have the same functionality as a Standard Meter, except for remote disconnection and reconnection.

Commission response

The commission disagrees with the Joint TDUs that a new term, Non-Standard Remotely Read Meter should be used and defined. As explained above in the Section, *New Proposed Term - AMS-M Meter*, the commission has instead defined the term AMS-M Meter.

Retail Customer

The Joint TDUs proposed an amendment to the definition of Retail Customer in order to clarify that for the purposes of Sections 4.2.1 and 5.2.1 (which relate to limitations of liability), a Retail Customer includes all entities and persons who consume electricity but do not purchase the electricity (including but not limited to guests, occupants, and tenants) and thus are the customer of record. The REP Coalition stated that they did not oppose the Joint TDUs recommendation.

In their reply comments, TIEC asked the commission to retain the existing definition of Retail Customer and therefore reject the Joint TDUs' proposed change. TIEC argued that the Joint TDUs' proposed change to the definition of Retail Customer is overreaching and beyond the

scope of this rulemaking. TIEC contended that the Tariff is meant to address the contractual relationship between a TDU and an end-use customer and that the definition should reflect this understanding. TIEC pointed out that all other provisions of the Tariff apply only to actual retail customers and therefore the Joint TDUs' proposed changes are asymmetrical. TIEC further opined that liability issues between TDUs and non-retail customers, who are not subject to the Tariff terms, are better addressed in other forums and not as part of this rulemaking.

Commission response

The commission agrees with the Joint TDUs' proposed changes and agrees to modify the definition accordingly. The commission disagrees with TIEC's assertion that these changes are outside of the scope of this rulemaking. The commission opened this rulemaking to do many things including, but not limited to, "refin[ing] and modify[ing] definitions" which the Joint TDUs' proposal does. For liability issues, the commission agrees with the Joint TDUs that tenants, occupants, and guests should be included in the definition of Retail Customer as it would not make logical sense to expose a company to increased liability merely because the end user is not the person purchasing the electricity but is nonetheless consuming electricity. In these situations, the commission agrees with the Joint TDUs that the entities consuming the electricity should be treated the same as the customer of record.

Standard Meter or Settlement Provisioned Meter

The REP Coalition and the Joint TDUs argued that the term Standard Meter should appear alone and therefore the definition title should be changed to Standard Meter since the term Settlement Provisioned Meter has been removed from the Tariff.

Commission response

The commission agrees with the REP Coalition and the Joint TDUs that the term Standard Meter should appear alone and that the definition title should be changed to Standard Meter. The commission modifies the definition and title accordingly.

Tamper or Tampering

The Joint TDUs proposed that the deleted comma after “Meter and Metering Equipment” be reinserted to avoid changing the substance of the definition. The Joint TDUs argued that by removing the ending comma, the qualifying phrase “that could adversely affect the integrity of billing data or the Company’s ability to collect the data needed for billing and settlement” no longer modifies the entirety of the first portion of the sentence, but only modifies “Meter and Meter Equipment,” and also results in a subordinate clause that does not make sense. The REP Coalition stated that they did not object to the Joint TDU recommendation.

Commission response

The commission agrees with the Joint TDUs and modifies the definition of “Tamper or Tampering” accordingly.

New Proposed Term - Unmetered Service

The REP Coalition recommended adding a definition for Unmetered Service because the heading and text of Section 6.1.3 refer to Unmetered Service yet it was not defined in Chapter 1. The REP Coalition proposed defining Unmetered Service as “Delivery Service to a Premises without

a Meter.” The Joint TDUs agreed that this term should be defined in Chapter 1 and supported the REP Coalition’s proposed definition.

Commission response

The commission agrees to add a definition of Unmetered Service as proposed by the REP Coalition, except that the commission has deleted the word “a” before premises because premises is a plural noun.

Chapter 3: General Service Rules and Regulations

Section 3.8 – Form of Notice

The Joint TDUs strongly opposed the second added sentence of this Section in the published rule that would require TDUs to send electronic notices to the Retail Market Subcommittee (RMS) distribution list, unless the information is considered confidential or will be provided through a TX SET transaction. The Joint TDUs argued this new provision applies to all notices without limitation and thus everywhere in the Tariff where the TDU is required to provide electronic notice, such notice must also be provided to the RMS distribution list. The Joint TDUs stated that this provision would result in the RMS distribution list being inundated with notices that they are either already receiving or have no interest in receiving. In addition, the Joint TDUs pointed out that it is unclear what information would be considered confidential under this provision and what entity would make the determination on confidentiality. Instead, the Joint TDUs urged the commission to delete the proposed sentence and to continue its current practice of specifying in the Tariff provisions exactly who is to receive specific notices. The Joint TDUs

opined that too many notices would drown out the important notices and would therefore be counterproductive.

The REP Coalition supported the proposed amendments to Section 3.8 but requested that additional information regarding timing be addressed in the Tariff. The REP Coalition stated that because the proposed Tariff contains standardized requirements relating to the form and method of notice, the Tariff should also impose standardized deadlines for such notice because timing of such notice is a fundamental component of retail delivery service. Therefore, the REP Coalition asked that the Tariff be modified to impose standardized deadlines for notices. They asserted that addressing the timing of notice in the ERCOT Retail Market Guide alone, or elsewhere, is insufficient as the Tariff is the baseline document for Retail Delivery Service. The REP Coalition stated that the appropriate deadlines for notice are contingent on the nature of the event noticed and therefore proposed adding “[t]he timelines for the provision of notice from Company to Competitive Retailer are specified in applicable Sections in the Tariff” to the end of the Section. In addition, they proposed changing the title of this Section to *Form and Timing of Notice*.

The Joint TDUs opposed all changes proposed by the REP Coalition because they argued the proposed changes would add nothing of substance to the Section. In addition, the Joint TDUs argued that because the timing or required notices are already set forth in the applicable Sections, there is no reason to add the reference as proposed by the REP Coalition.

In contrast, the REP Coalition disagreed with the assessments made by the Joint TDUs. The REP Coalition argued that the proposed amendments to Section 3.8 regarding Form of Notice, coupled with its requested changes to Section 3.8 and other applicable Tariff Sections relating to the timing of notices, would require TDUs to provide notices that are currently needed, but are lacking in today's market, though they do not provide examples to illustrate this point. The REP Coalition clarified that they would not expect a TDU to provide notice to the RMS distribution list if the issue is specific to the TDU and a single REP; however, they argued there are certain market events currently that require notice to all REPs, such as a planned or unplanned interruption. To help alleviate the Joint TDUs' concerns regarding confidentiality, the REP Coalition offered language that would require the TDUs to send electronic notices to the RMS distribution list unless the information is specific to a single REP or will be provided through a TX SET transaction.

Commission response

The commission agrees with the REP Coalition that the title of this Section should be changed to include "Timing of Notice" because the timing of various notices is important and should be referenced in the Tariff. In addition, the commission has adopted language in order to clarify that provisions of notice are specified in the applicable Tariff Sections. Therefore, the commission modifies the Tariff accordingly.

The commission acknowledges the comments made by the REP Coalition stating that there are notices for events which are currently needed but that the market is not receiving.

However, the commission agrees with the Joint TDUs that the sentence, which requires the TDU to send electronic notices to the Retail Market Subcommittee distribution list unless the information is confidential or will be provided through a TX SET transaction, will likely have unintended consequences and the commission agrees to delete this sentence. The commission supports the understanding that one of the fundamental tenets of the competitive market is access to information and agrees with the REP Coalition that it may be more effective for TDUs to send notice to all REPs in the same manner. However, the commission agrees with the Joint TDUs that providing too many notices might be counterproductive. Because the commission agrees that notice and access to information is essential in the market, the commission directs ERCOT to develop requirements for the specific types of market notices and the time requirements associated with those notices. The solutions may utilize an existing distribution list or new separate distribution lists to address specific market situations for the TDUs to communicate to the market.

Section 3.18 – Hours of Operation

The Joint TDUs supported the published rule provision to move Hours of Operation from Section 6.1.2.1 to Chapter 3 but opposed adding the word “all” in reference to completion of service orders. The Joint TDUs argued that they will never be able to complete all service orders within the timelines established in Chapter 6 and that the commission’s own performance metrics for various services are almost all set below 100%. Instead, the Joint TDUs urged the commission to delete the word “all” and add a reference to Applicable Legal Authorities in order to incorporate the service metrics established by the commission. The REP Coalition stated that they did not object to the removal of the word “all” as recommended by the Joint TDUs.

The REP Coalition disagreed with the portion of the published rule that would allow TDUs to establish additional holiday observances by posting the additional days on its website no later than 120 days prior to the holiday. The REP Coalition stated that a REP considers a TDU's holiday calendar when setting their own, and that a TDU's calendar of holiday observances affects its provision of retail delivery services to REPs which in turn impacts the REP's provision of retail service to customers. The REP Coalition argued that a firm designation of TDU holidays for the upcoming calendar year promotes certainty and efficiency from the perspective of the REPs. Therefore, the REP Coalition urged the commission to retain the current timeline that requires TDUs to provide notice of holidays by October 31 of the preceding calendar year. The REP Coalition stated that the proposed 120-day approach compromises the interests of certainty and efficiency compared to the status quo and therefore the status quo should be maintained.

The Joint TDUs and OPUC agreed with the REP Coalition and had no objection to reinstating the current rule date of October 31. OPUC argued that because REPs program their systems and plan resource needs yearly, the ability of TDUs to change holiday observances within the same calendar year would cause REPs to have to respond, reprogram, and re-budget multiple times throughout the year and is thus not recommended.

Commission response

The commission agrees with recommendations of the Joint TDUs and the REP Coalition and modifies Section 3.18, regarding Hours of Operation accordingly, to remove the word

“all” in reference to completion of service orders, insert language regarding compliance with “other Applicable Legal Authorities,” and retain the current timeline that requires TDUs to provide notice of holidays by October 31. The commission agrees that TDUs are unlikely to complete all service orders within the timelines established in Chapter 6 and therefore removes the word “all” and acknowledges that the commission’s performance metrics should be utilized which have standards below 100% for almost all services. In addition the commission agrees that the October 31st date should be reinstated because giving the TDUs the ability to change holiday observances within the same calendar year compromises the interests of certainty and efficiency amongst the REPs who use a TDUs’ holiday calendars when setting their own.

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

Section 4.2.1 – Liability Between Company and Competitive Retailers

The Joint TDUs proposed adding language to the Limitation of Liability clause in order to clarify that this limitation is applicable to requests for service and pre-connection (construction) services. The Joint TDUs have noted that there has been at least one recent district court case which has resulted in a ruling that the language found in this Section (and the identical provision found in Section 5.2.1) applies only after service has been connected and the end-use customer is receiving electricity. The Joint TDUs pointed out that mistakes can be made prior to actually energizing the facilities that serve the customer, including the design and construction of the poles, wire, and other facilities used to serve the end-use customer, and that for this reason, pre-connection (construction) services should be covered. In their reply comments, the REP Coalition stated that they did not object to the proposal of the Joint TDUs.

TIEC did not support the Joint TDUs' request in relation to Construction Services. TIEC noted that the existing Tariff liability provisions were the product of protracted debate and comment in prior rulemakings and the Joint TDUs' recommendation is well beyond the scope of this project. TIEC contended the changes proposed by the Joint TDUs are contrary to the commission's prior decision on liability issues in Project Number 22187, *Rulemaking to Establish Terms and Conditions of Transmission and Distribution Utilities' Retail Distribution Service*, and would undermine the intent that the Tariff's liability limitation be narrowly focused. In addition, TIEC argued that the current Tariff limitations on liability in relation to delivery service are too broad and fail to provide TDUs with the proper incentives to ensure reliable, high-quality service. TIEC concluded that because these issues are unrelated to the AMS implementation or other proposed changes by commission staff they should not be addressed in this rulemaking.

Commission response

The commission disagrees with TIEC that the Joint TDUs' proposal would expand the scope of this project. The published notice states that the proposed amendments "will clarify the terms and conditions and further standardize services provided by all TDUs to the retail market." The commission, through this rulemaking, intended to achieve a comprehensive review of the Tariff in order to make all changes that might be necessary. The commission agrees with the Joint TDUs that due to at least one recent district court case, it is necessary to make clear that the language in this provision applies to pre-connection (construction) services. The commission finds that this is a necessary change due to recent court interpretations of the Tariff and that this change squarely falls within

the scope of the rulemaking as this issue was the type the commission intended to address in opening the project.

The commission further disagrees with TIEC's assertion that the Tariff does not provide TDUs with the proper incentives to ensure reliable, high-quality service. The Tariff explicitly states that "Company will make reasonable provisions to supply steady and continuous Delivery Service" and provides for redress when damage results from the failure to provide timely or suitable Construction Service or fluctuations or interruptions in Delivery Service; but, limits damages to instances of gross negligence or intentional misconduct. The commission limits liability because it does not want TDUs, and ultimately the customer, to be responsible for damages which were out of the TDU's full control.

The commission declines to modify the Tariff as proposed by TIEC, and adopts the proposal of the Joint TDUs. Therefore, the commission modifies the Section accordingly in order to clarify that the limitation on liability is applicable to requests for service and pre-connection (construction) services.

Section 4.2.4 – Force Majeure

The Joint TDUs acknowledged that terrorism may fall within the "act of the public enemy" provision in the published Tariff but recommended explicitly adding acts of terrorism to this Section as this is now common in most *force majeure* provisions. In their reply comments, the REP Coalition stated that they did not object to the Joint TDU proposal on this matter.

Commission response

The commission agrees with the Joint TDUs. Though acts of terrorism likely fall within the term “act of the public enemy,” the commission acknowledges the concerns of the Joint TDUs that for clarity and protection, acts of terrorism should be explicitly stated. Therefore, the commission modifies this Section accordingly.

Section 4.2.5 – Emergencies and Necessary Interruptions

The REP Coalition proposed amending this Section in two ways. First, they proposed amending the Section to require TDUs to provide notice no later than one hour after initiation of a curtailment, interruption, or voltage reduction that occurs due to an emergency (emergencies and necessary interruptions described in Section 4.2.5). The REP Coalition argued that TDUs should timely notify the REPs of these events so the REP can properly respond to customer inquiries. Second, the REP Coalition proposed the inclusion of a new third paragraph. The REP Coalition stated that because Section 4.2.5, as published, addresses the provision of notice of emergencies and necessary interruptions to Delivery Service in a general fashion without specific reference to the provision of notice of the types of planned and unplanned service interruptions described above, the inclusion of a new third paragraph in Section 4.2.5 that cross-references the REP Coalition’s proposed new Section 4.8.1.6, NOTICE OF PLANNED AND UNPLANNED INTERRUPTIONS TO MARKET COMMUNICATIONS AND DATA EXCHANGE is necessary to avoid confusion. The REP Coalition further argued that a TDU’s provision of notice regarding an event that interrupts retail delivery service is a fundamental component of the service and the Tariff because it is a baseline document that should include an appropriate

reference. Furthermore, they argued that addressing this type of notice in the ERCOT Retail Market Guide alone is insufficient.

OPUC agreed with the REP Coalition that the Tariff should specify not only the form and method of notice, but also standardize deadlines for notices, which may differ depending on the event or matter noticed. OPUC further agreed with the REP Coalition that requiring TDUs to provide a one-hour notice for emergency interruptions is reasonable.

The Joint TDUs disagreed with the REP Coalition's suggested changes. First, the Joint TDUs argued against setting a one-hour deadline in the Tariff for notice after the initiation of the curtailment, interruption, or voltage reduction because the timeline for this type of notice is set forth in ERCOT's market rules. In addition, the Joint TDUs pointed out that an emergency interruption often occurs at night or under circumstances which may prevent field crews from entering the notification until the work has been safely completed and in those situations, notification is sent as soon as possible. The Joint TDUs also stated that notices regarding planned and unplanned market communications outages are included in ERCOT's market rules and therefore there is no need to add them to the Tariff. However, the Joint TDUs stated that if the commission determines these provisions should be included in the Tariff, the appropriate location for them would not be in this Section but instead the requirement should be set out in a new Section 4.8.1.6, as Section 4.2.5 applies to interruptions in the operation of the delivery system and not to communications or provision of Meter Data.

The Joint TDUs recommended moving the operative language concerning a notice provision currently found in Section 4.3.8.1 to this Section. The REP Coalition stated that they did not object to the Joint TDUs' recommendation to move the notice provision to this Section.

Commission response

The commission agrees with the REP Coalition that a notice requirement should be included in this Section. Though the commission understands the argument of the Joint TDUs that notice regarding planned and unplanned market communications outages is included in ERCOT's market rules, the commission views notice as important and therefore includes it in this Section as well. The commission finds timely notice to be important and agrees with the REP Coalition that the TDUs should timely notify the REPs of these events so that REPs can properly respond to customer inquiries. The commission understands the Joint TDUs' argument that sometimes these interruptions occur outside of normal hours of operation and therefore modifies this Section to provide for the TDU to notice the Competitive Retailer as soon as reasonably possible after the initiation of a curtailment, interruption, or voltage reduction that occurs due to an emergency outside the Company's normal hours of operation.

The commission does not agree with the REP Coalition that a specific cross-reference in this Section to the new Section 4.8.1.6, NOTICE OF PLANNED AND UNPLANNED INTERRUPTIONS TO MARKET COMMUNICATIONS AND DATA EXCHANGE, is necessary to avoid confusion. Therefore, the commission does not modify the Tariff to

include a new third paragraph to reference Section 4.8.1.6 as the commission views this cross-reference as unnecessary.

Section 4.2.6 – Limitation of Warranties by Company

The Joint TDUs proposed that this Section be amended to explicitly refer to Construction Service, in addition to Delivery Service, consistent with the Joint TDUs' proposed changes to the limitation of liability provision in Section 4.2.1. In their reply comments, the REP Coalition stated that they did not object to this modification.

TIEC asserted their same concerns with this Section as they did with requested changes to Section 4.2.1. Specifically, TIEC urged the commission to not expand the scope of this rulemaking to address the TDUs' liability concerns. TIEC noted that the existing Tariff liability provisions were the product of protracted debate and comment in prior rulemakings and stated that the Joint TDU recommendation is well beyond the scope of this project. In addition, TIEC contended the changes proposed by the Joint TDUs are contrary to the commission's prior decision on liability issues in Project Number 22187, *Rulemaking to Establish Terms and Conditions of Transmission and Distribution Utilities' Retail Distribution Service*, and would undermine the intent that the Tariff's liability limitation be narrowly focused.

Commission response

Consistent with the changes made to Section 4.2.1, the commission modifies the Section as proposed by the Joint TDUs. As previously addressed in the response to Section 4.2.1, the commission disagrees with TIEC that the Joint TDUs' proposal would expand the scope of

this project. The published notice states that the proposed amendments “will clarify the terms and conditions and further standardize services provided by all TDUs to the retail market” and reiterates that the rulemaking was opened to address the entire Tariff, not merely issues related to the implementation of AMS. Because the commission accepts the Joint TDUs’ changes to Section 4.2.1, the commission also modifies this Section in order to remain consistent and for the reasons stated in addressing this issue in Section 4.2.1.

Section 4.3.2.1 – Initiation of Delivery System Service Where Construction Services Are Not Required

The Joint TDUs stated that there are four provisions in the Tariff where a TDU is authorized to either refuse to extend service, or to disconnect existing service: Sections 4.3.2.1; 4.3.8.1; 5.3.7.1; and 5.4.2. The Joint TDUs pointed out that the provision referencing “a known dangerous condition” was deleted in Section 5.4.2 but not the other three Sections. The Joint TDUs supported the deletion of this phrase from Section 5.4.2 because they viewed the phrase as being subsumed under the phrase “a hazardous condition exists” as used in Section 5.4.2. The Joint TDUs argued the standards for refusing to connect service or disconnecting service should be the same and recommended the commission adopt changes to this Section to remove the reference to “applicable Codes” and “unless a known dangerous condition exists as long as it exists[.]” The Joint TDUs further proposed deleting the provision that requires a TDU to decline to initiate service if it “interferes with the service of other Retail Customers” from this Section. The REP Coalition stated that they did not object to this Joint TDU proposal.

TIEC agreed with the Joint TDUs that Tariff provisions addressing the same item should be consistent; however, TIEC argued that initiating service and disconnecting service are

substantively different and that because of this there are sound reasons for providing different standards for these two activities. TIEC disagreed with the Joint TDUs' suggestion to strike the language from Section 4.3.2.1 that requires a TDU to decline to initiate service if it "interferes with the service of other Retail Customers." TIEC argued that for certain types of facilities, the requirement that a TDU consider the effect of a new interconnection on service to existing customers is an important protection and thus urged the commission to retain this provision. Therefore, TIEC proposed to make Sections 4.3.2.1 and 5.4.2 consistent by keeping the referenced statement in Section 4.3.2.1 and adding similar language to Section 5.4.2. TIEC also noted it did not oppose the Joint TDUs' requested changes to the provisions addressing disconnection (Sections 4.3.8.1 and 5.3.7.1).

Commission response

The commission agrees with the Joint TDUs' recommendations to modify this Section to remove the reference to "applicable Codes" and "unless a known dangerous condition exists as long as it exists." The commission acknowledges these references were removed from Section 5.4.2 and in order to remain consistent throughout the Tariff, removes them here as well.

The commission, however, disagrees with the Joint TDUs and furthermore agrees with TIEC that the requirement for a TDU to consider the effect of a new interconnection on service to existing customers is an important protection that should be retained. Therefore, the commission rejects the Joint TDUs' recommendation to delete the provision that requires a TDU to decline to initiate service if it "interferes with the service of other Retail

Customers” from this Section. In addition, consistent with its discussion below of Section 5.4.2, the commission has modified this Section to provide that a TDU has the discretion not to initiate service if it cannot be provided consistent with Good Utility Practice, rather than requiring this result.

Section 4.3.3 – Request for Discretionary Services Including Construction Services

The Joint TDUs recommended that the term “date requested” be changed to “requested date,” in this Section, as the term “requested date” is the more commonly used term. The Joint TDUs argued the term “date requested” is misleading as it could refer to either the date that the service request was provided to the TDU, or the date on which the REP/customer requested the service be performed. Therefore, the Joint TDUs requested the change to remove ambiguity as to whether the date is when the service request was provided to the TDU or the date when the service is to be performed. The REP Coalition stated that it did not object to the Joint TDUs’ proposal.

Commission response

The commission agrees with the Joint TDUs that the term “date requested” can be misleading and that the clearer phrase “requested date” should be utilized. Therefore, the commission modifies this Section accordingly.

Section 4.3.4 Changing of Designated Competitive Retailer

The REP Coalition proposed that the term “out-of-cycle” be deleted from this Section and other Tariff provisions in order to be consistent with the REP Coalition’s proposed amendments to

Chapter 6 that eliminate the use of the term. The REP Coalition argued the term out-of-cycle is not a defined term in Chapter 1 and serves no discernible purpose given the descriptions of these services as a self-selected switch in proposed Sections 6.1.2.1 and 6.1.3.1. The REP Coalition urged the commission to have uniformity throughout the various provisions and therefore delete the use of this term. For the same reasons, the REP Coalition recommended elimination of the out-of-cycle terminology in Sections 4.8.1 and 4.8.1.3.

The Joint TDUs supported the REP Coalition's proposal to change the term "out-of-cycle meter read" to "meter readings" in Sections 4.8.1 and 4.8.1.3 but did not address the removal of the term from this Section.

Commission response

The commission agrees with the REP Coalition that uniformity is important and therefore modifies Section 4.3.4 to delete the term "out-of-cycle." In addition, the commission agrees with the REP Coalition that because the term out-of-cycle is not defined in Chapter 1 it should be deleted throughout the Tariff. Accordingly, the commission modifies Sections 4.8.1 and 4.8.1.3 to similarly delete the term out-of-cycle consistent with the REP Coalition's proposal and to preserve uniformity throughout the Tariff.

Section 4.3.6 – Identification of the Premises and Selection of Rate Schedules

The REP Coalition supported the proposed revision to this Section, requiring the TDU to provide REPs with 45 days' notice in advance of changing a Retail Customer's Rate Schedule. The REP

Coalition stated that the 45-day notice requirement could facilitate a REP's desire to better manage customer expectations in the event the customer's reclassification would impact the total amount of TDU charges the customer would pay under the new Rate Schedule. The REP Coalition noted that today, the REP is not notified of a customer's reclassification, and affected customers often question changes in their bills attributable to such rate reclassifications. OPUC supported the revision as well, and remarked that rate changes without notice cause disruption in the market. OPUC offered that advance notice to the REP allows the REP to better manage customer expectations and to manage a customer experience in a way that enhances the competitive market by promoting trust and confidence in the market.

The Joint TDUs opposed the proposed changes to Section 4.3.6 and urged the commission to reject the 45-days' notice provision for a change in a customer's Rate Schedule. The Joint TDUs stated that the sentence, as written, is unclear as to whether it applies to a change in Rate Schedule for a single customer, or whether it applies to all changes in a Rate Schedule from a general rate case or from a limited proceeding impacting only a single rate or rider. They argued that if the provision is meant to apply to a single customer, then it would be inappropriate for a customer to remain on an ineligible rate for which the customer no longer qualifies for an additional 45 days. The REP Coalition clarified that they understood the proposed revision to apply only to instances in which the TDU moves a customer from one rate class to another (*e.g.*, from Secondary Less than or Equal to 10kW to Secondary Greater than 10kW) and not to all TDU rate changes. The REP Coalition reiterated their understanding that notices for other TDU rate changes would be governed by applicable rule provisions and/or the commission's orders approving such changes. To the extent the Joint TDUs argued that a 45-day notice provision is

too long, the REP Coalition offered to work with the commission and Joint TDUs towards a shorter timeframe.

The Joint TDUs maintained that the second paragraph of this Section already provides direction on the billing process to be used when a customer is moved from one Rate Schedule to another. Additionally, the Joint TDUs pointed to Project No. 29637, *Rulemaking to Amend P.U.C. Substantive Rule §25.214 and Pro-Forma Retail Delivery Tariff*, where the commission previously rejected a similar 60-day notice provision. The Joint TDUs preferred that the notice period be set on a case-by-case basis that takes into account the type of rate case, number of changes, and types of charges at issue. OPUC disagreed with the Joint TDUs that the 45-day notice provision should be deleted, and stated that rate changes at the commission are typically granted with notice.

Commission response

The commission agrees with the Joint TDUs that it would be inappropriate to allow a customer to remain on a Rate Schedule for which the customer no longer qualifies. Consistent with the commission's decision in Project Number 29637, the commission modifies this Section to remove the advance notice requirement.

The rate design for TDU services recognizes the difference in the applicability of Rate Schedules based on usage. When a customer begins conducting business in what was formerly a residence, or the customer demand changes, then a different Rate Schedule may be applicable. The commission understands the arguments of the REP Coalition and

OPUC that when a REP is not notified of a customer's reclassification it is harder for them to manage a customer's expectations; but, the commission maintains that for equity purposes delaying a reclassification by 45 days is unreasonable. The commission maintains that it is inappropriate for a customer to remain on an ineligible rate for which the customer no longer qualifies for an extended period of time.

Section 4.3.8.1 – Suspensions Without Prior Notice

As discussed within their comments to Section 4.3.2.1, the Joint TDUs recommended that the language in the first paragraph of Section 4.3.8.1 be changed to match the language in proposed Section 5.4.2. The Joint TDUs also proposed deleting the third paragraph of this Section and moving the operative language to Section 4.2.5. The REP Coalition and TIEC stated that they did not object to the Joint TDU proposal.

Commission response

The commission disagrees with the Joint TDUs' proposal to move the operative language in the third paragraph of this Section to Section 4.2.5 as the commission has adopted amended language in Section 4.2.5 dealing with notice after the initiation of a curtailment, interruption, or voltage reduction. Additionally, based on comments and adopted language in other Sections of the Tariff the commission has collapsed Section 4.3.8.1 into Section 4.3.8 because there are no other subparts in 4.3.8. The commission has also simplified language in this Section to state that a Company shall notify, as soon as reasonably possible, the affected Retail Customer's Competitive Retailer of a suspension of Delivery Service. The commission agrees with the Joint TDUs that most of this Section is redundant

and therefore adopts their proposal to have this Section cross reference Section 5.3.7.1. In addition, the commission has changed the notice standard to “as soon as reasonably possible” rather than “as soon as reasonably practicable” given the seriousness of the issue involved and the fact that the Retail Customer may first contact the REP rather than the TDU about the suspension of service.

Section 4.3.9 – Critical Care, Chronic Condition, Critical Load Customer Designation

The Joint TDUs recommended deleting Sections 4.3.9.1, 4.3.9.2, and 4.3.9.3 because these Sections simply require compliance with provisions of P.U.C. SUBST. R. §25.497. Joint TDUs asserted that because these Sections simply refer to, and requires compliance with, otherwise applicable rules, they are not necessary and should be removed from the Tariff.

The REP Coalition did not support removal of these Sections as they argued the Sections are not merely a cross-reference to the provisions of P.U.C. SUBST. R. §25.497. The REP Coalition argued that the Tariff is replete with references to existing commission rules and to delete a Section because it is merely a cross-reference is not based on sound reason. In addition, the REP Coalition asserted that Section 4.3.9.2 discusses the TDU’s appeal process, which is not currently in the commission’s rules, and therefore this Section adds to the Tariff. The REP Coalition also noted they were requesting changes to Section 4.3.9.2 and, therefore, this Section is necessary and should not be removed.

TIEC also did not support removal of this Section even though they acknowledged that, as the Section is currently written, it is a cross-reference. TIEC opposed removal of these Sections

from the Tariff because they view these Sections as a useful tool for customers. TIEC argued that a customer looking to be designated as a Critical Care, Chronic Condition, or Critical Load Customer, would first look to the Tariff and may not look at the commission's rules. TIEC further argued that keeping this cross-reference provides useful direction to customers who might be less familiar with commission rules and might not know how to access them. Finally, TIEC, like the REP Coalition, pointed to the fact that the Tariff includes several rule references and argued that this alone should not be grounds for deleting a Section. OPUC also opposed the Joint TDUs' recommendation to delete Sections 4.3.9.1, 4.3.9.2, and 4.3.9.3. OPUC argued that the population groups referenced in these Sections are special because of their significance to the health, safety, and welfare of the public, and therefore the Sections should remain. OPUC also noted that the proposed Sections are not a mere recitation of the rules but also include additional language, and therefore should remain.

In addition to requesting that the Joint TDUs' recommendation be rejected, the REP Coalition proposed to revise Section 4.3.9.2 to require a TDU to, upon request, provide a paper or electronic copy of the TDU's established process for an appeal of a decision related to the customer's request for designation as a Critical Load Industrial Customer or Critical Load Public Safety Customer. The REP Coalition noted that Section 4.3.9.2(2) currently requires a TDU to follow its "Company-established process for appeal," which they argued indicates that the Tariff contemplates the availability of an appeals process for customer designations. The REP Coalition argued that TDUs have declined, or failed to provide, a written copy of its appeal process when requested by a REP, which effectively precludes a REP from challenging a Retail Customer's designation as a Critical Load Industrial Customer or Critical Load Public Safety

Customer. The Joint TDUs urged the commission to reject the REP Coalition's request as unnecessary and reiterated, in their reply comments, that these Sections are unnecessary as procedures with respect to critical care designation are found entirely within P.U.C. SUBST. R. §25.497.

Commission response

The commission disagrees with the assertion by the Joint TDUs that these Sections are only a cross-reference to P.U.C. SUBST. R. §25.497, and therefore rejects the proposal of the Joint TDUs to delete these Sections from the Tariff. The commission further agrees with TIEC, OPUC, and the REP Coalition that these Sections should remain in the Tariff because they provide useful direction to customers who might not be aware of the commission's rules or know how to access them.

In addition, the commission agrees with the REP Coalition that, upon request, TDUs should be required to provide a paper or electronic copy of the TDU's established process for an appeal of a decision related to the customer's request for designation as a Critical Load Industrial Customer or Critical Load Public Safety Customer. The commission believes that Section 4.3.9.2(2) contemplates an appeals process and the unavailability of a written statement of an appeals process, when requested by a REP, hinders a REP's ability to challenge a Retail Customer's designation. The commission recognizes the importance of an appeals process and notes that in order to truly have an appeal, the REP must have access to the information regarding the process associated with an appeal. Therefore, the commission modifies the Section accordingly.

New Section 4.3.12.3 – Coordinated Disconnection

The REP Coalition proposed the addition of new Section 4.3.12.3 to the Tariff. The REP Coalition commented that the purpose of this new Section will allow the REP and the TDU to coordinate the performance of the Discretionary Service to avoid or mitigate any adverse impact on the health and safety of persons at premises where discontinuation of electricity may create a life-threatening or hazardous condition. The REP Coalition acknowledged that the ERCOT Retail Market Guide addresses the coordination of service disconnection between the REP and the TDU at these types of Premises but argued that inclusion of this coordination process in the Tariff is critical, given its important objective to protect health and safety. In addition, the REP Coalition contended that in the absence of this provision in the published Tariff, the Tariff creates a misperception about the timing of service disconnection. The REP Coalition argued that the Tariff unconditionally prohibits TDUs from discontinuing service between the hours of 5:00 p.m. and 7:00 a.m. or conversely, that the TDU would only be allowed to discontinue service due to non-payment during the hours of 7:00 a.m. to 5:00 p.m. The REP Coalition noted that exceptions to the prohibition are necessary if the disconnection during normal business hours presents a life-threatening or hazardous condition at the Premises, such as a day-care center. Therefore, the REP Coalition urged the commission to include the new Section 4.3.12.3 in the Tariff addressing this issue. OPUC agreed with the inclusion of this language as it would be beneficial by coordinating disconnections in a manner that safeguards the public and allows for disconnection outside of normal business hours when necessary to protect the health and safety of the public.

The Joint TDUs opposed the addition of the new Section 4.3.12.3, Coordinated Disconnection, because they believed it is unnecessary because these provisions are already included in the ERCOT Retail Market Guide.

Commission response

The commission agrees with the REP Coalition that inclusion of this coordination process in the Tariff is important, given its important objective to protect health and safety, the commission adds this new Section to the Tariff. Furthermore, the commission notes the importance of allowing for a disconnection between 5:00 p.m. and 7:00 a.m. when a disconnection during normal business hours presents a life-threatening or hazardous condition at the Premises. The commission also rejects the Joint TDUs' argument that including this provision in the Tariff is unnecessary because it is already included in the ERCOT Market Guides. When provisions are directly related to health and/or safety, the commission recognizes the importance of the commission setting policy through tariff requirements, rather than deferring to the ERCOT stakeholder process.

Section 4.3.14 – Extreme Weather

The REP Coalition supported the inclusion of this new Section to address the provision of notice to the commission and REPs when a TDU discontinues performing disconnections during an extreme weather emergency, but they offered three revisions. First, the REP Coalition argued that the new Section should initially reference P.U.C. SUBST. R. §25.483 as the principal regulation relating to a TDU's designation of an extreme weather emergency and its implementation of a moratorium on disconnections. The REP Coalition argued that the term in

Section 5.3.7.4, which is referenced in this Section, refers to “extreme weather conditions” as defined in the commission’s customer protection rules; however, they pointed out that “extreme weather conditions” is not included in the commission’s rules. They urged the commission to use the term “extreme weather emergency” instead of “extreme weather condition” as the term “extreme weather emergency” is the term used in P.U.C. SUBST. R. §25.483 and the Tariff should have consistent terminology. Second, the REP Coalition proposed that the new provision should specify that a TDU determines extreme weather emergencies on a county-by-county basis as opposed to a service territory basis, consistent with P.U.C. SUBST. R. §25.483. Finally, the REP Coalition recommended that this Section should specify the timing of the TDU’s notice, not just the form. The REP Coalition proposed that notice should be provided no later than 7:00 a.m. on the day for which the weather emergency is issued.

The Joint TDUs agreed with the REP Coalition proposal to change “extreme weather conditions” to “extreme weather emergency” to be consistent with P.U.C. SUBST. R. §25.483 and to reference P.U.C. SUBST. R. §25.483 in this Section instead of Section 5.3.7.4. The Joint TDUs argued against including the reference to the language found in SUBST. R. §25.483 as this proposal merely requires the TDUs to comply with that rule, which they are already required to do under commission rules, and therefore does not add value to the Tariff. The Joint TDUs opposed the REP Coalition’s recommendation to amend this Section to require TDUs to send out extreme weather notices by 7:00 a.m. because weather advisories are issued throughout the day and the TDU may not know of an advisory by 7:00 a.m. Therefore, the Joint TDUs requested the commission reject this proposal.

Commission response

The commission agrees with the REP Coalition and the Joint TDUs that it is appropriate to use the term “extreme weather emergency” instead of “extreme weather condition” as “extreme weather emergency” is the term used in commission rules. The commission also agrees that it is preferable to reference P.U.C. SUBST. R. §25.483 in this Section instead of Section 5.3.7.4. The commission further supports consistency between the Tariff and its rules and therefore modifies the Tariff accordingly.

The commission notes that because P.U.C. SUBST. R. §25.483 requires TDUs to notify the commission on each day that the TDU has determined that an extreme weather emergency has been issued for a county in its service area that the Tariff does not need to be further modified to require compliance with this rule. TDUs are already required to provide notice when there is an extreme weather emergency in a county and since this notice is already required by rule, which is referenced in the Tariff, further modification to this Section is not necessary.

The commission does not adopt the REP Coalition recommendation to require TDUs to send out extreme weather notices by 7:00 a.m. because the commission agrees with the Joint TDUs that weather advisories are issued throughout the day making it impossible to always provide notice by 7:00 a.m. Instead, the commission recognizes that the TDU should send these notices as required by P.U.C. SUBST. R. §25.483.

Finally, consistent with changes made to Section 3.8, the commission modifies this Section to include the proper title reference to Section 3.8, FORM AND TIMING OF NOTICE. Because the commission recognizes the importance of the timing of notice, additional modifications have been made to this Section to provide for notice to REPs at the same time it is provided to the commission.

Section 4.4.3 – Invoice Corrections

The REP Coalition proposed inclusion of additional language requiring no less than five days' notice of the issuance of rebilled invoices affecting a total number of 100 or more Electric Service Identifiers (ESI IDs) when the rebilling corrects the same issue. The REP Coalition argued REPs need reasonable notice to prepare for customer inquiries generated by adjusted bills and that five-day notice is reasonable and provides REPs with needed time to prepare the messaging that would be responsive to customer inquiries, schedule resources, and to initiate the process for issuing revised bills. The REP Coalition further argued that there is no reason why a TDU cannot, or should not, notify REPs of the upcoming corrected invoices immediately, in light of the TDU deadline of seven days to issue corrected invoices, as required in Section 4.4.3, after resolving the issue prompting the re-billings. OPUC supported the REP Coalition's recommendation to include a minimum five-day notice of any issuance of rebilled invoices affecting 100 or more ESI IDs, when the rebilling corrects the same issue, noting that advance notices will reduce customer confusion and allow for the more orderly and timely dissemination of information to customers.

The Joint TDUs opposed the REP Coalition's additional language and stated that TDUs typically send corrected invoices as soon as possible. Under the REP Coalition's proposal, TDUs argued that a TDU would be required to delay sending corrected invoices for five days, which would be an unnecessary delay and would work to the detriment of customers. Additionally, the Joint TDUs argued the REP Coalition's language could be interpreted to require notice to all REPs regardless of whether a limited number of REPs are affected by the corrected invoices. The Joint TDUs stated that in the event that the commission adopts this requirement, it should be clear that a TDU is required to provide notice only to the affected REPs.

Commission response

The commission disagrees with the Joint TDUs that adoption of the REP Coalition's language would mean a delay of as many as five days in sending corrected invoices. The commission agrees with the REP Coalition that in order to prepare for customer inquiries generated by adjusted bills they need to be notified as expeditiously as possible. Because the commission does not want any unnecessary delay in re-billing to occur, as the Joint TDUs argued might occur if a five-day notice requirement is adopted, the commission adopts a single Business Day requirement in order to promote the expeditious notification by the TDUs. The commission supports the REP Coalition in that there is no reason why a TDU cannot, or should not, notify REPs of the upcoming corrected invoices immediately, especially in light of the TDU deadline of seven days to issue corrected invoices, as required in Section 4.4.3, after resolving the issue prompting the re-billing. In addition, the commission clarifies, as requested by the Joint TDUs that notice only needs to be provided to affected REPs.

Section 4.4.4 – Billing Cycle

The Joint TDUs proposed modifying the second paragraph of this Section to distinguish the Company Meter Data processing capabilities from the ERCOT settlement data processing capabilities. The Joint TDUs argued this revision is necessary in order to provide more precision as to the limits of changing a customer's billing cycle. The Joint TDUs argued Interval Data is not used by TDUs for billing purposes for residential customers and therefore Interval Data does not meet the definition of Meter Data. They further argued that interval data is sent to ERCOT for purposes of settlement so it is ERCOT's ability to process this Interval Data that is the limiting factor on how many customers can be on any given cycle. The REP Coalition stated that they did not object to the Joint TDU proposal.

Commission response

The commission agrees with the Joint TDU's recommendation to modify the second paragraph of Section 4.4.4 to distinguish the Company Meter Data processing capabilities from the ERCOT settlement data processing capabilities, and agrees this revision is necessary in order to provide more precision to the Tariff. Therefore, the commission modifies the Section accordingly.

Section 4.7.1 – Measurement

The Joint TDUs objected to proposed edits to the second paragraph that would require TDUs to provide meter reading services "used for billing by a Competitive Retailer..." Joint TDUs argued that a TDU has no knowledge of what REPs use as the basis for billing and therefore the

provision is not feasible. The Joint TDUs proposed that the reference to Competitive Retailers be removed so that this Section would be limited to TDUs providing meter reading services for TDU billing and Independent Organization settlements. The result would be that REPs would have to calculate their billing from the Smart Meter Texas (referred to herein as web portal or Joint TDU web portal) Interval Data covered in Section 4.7.2.3.

The REP Coalition opposed the Joint TDUs' suggestion to strike reference to Competitive Retailers from Section 4.7.1 because the exclusion of the term could be interpreted to mean the TDU is no longer obligated to provide Meter Reading services delivering the Meter Data that REPs use for billing purposes. The REP Coalition opined that the Joint TDUs struck the reference to Competitive Retailers because the Joint TDUs do not want to be responsible for providing usage data segregated into varying "buckets" used by REPs for billing unique time-of-use products, and that REPs should have to calculate these usage figures from the Joint TDU web portal Interval Data. The REP Coalition, however, agreed that the TDUs should not be required to provide custom-bucketed usage data for REP billing and that the REPs should be able to perform retail product-specific usage calculations using the Interval Data they access from the Joint TDU web portal. The REP Coalition urged the commission to reject the Joint TDUs' proposed revisions to this Section.

Commission response

The language to which the Joint TDUs objected is included in the following sentence: "Company shall provide Meter Reading services used for Company billing, billing by a Competitive Retailer and settlement in accordance with Applicable Legal Authorities and

all standards and protocols adopted by the Independent Organization.” This sentence is merely descriptive of duties imposed on a TDU elsewhere; it does not create duties. Because the sentence is duplicative and can cause confusion, as indicated by the Joint TDUs’ comments, the commission has deleted it.

Section 4.7.2 – Meter Reading

The REP Coalition proposed two changes to this provision addressing monthly Meter Readings. First, they recommended changing “[i]f an Actual Meter Reading is not obtained” to “[i]f an Actual Meter Reading cannot be obtained” to expressly impose a duty on the TDU to obtain an Actual Meter Reading in good faith before using an Estimated Meter Reading. The REP Coalition argued that the current language, on its face, may provide a disincentive to a TDU from obtaining an Actual Meter Reading and instead encourage the use of an Estimated Meter Reading, which provides less reliable consumption information to the REP for billing purposes. Second, the REP Coalition proposed to replace the permissive word “may” with the mandatory word “shall” to direct the TDU to use an Estimated Meter Reading when and Actual Meter Reading cannot be completed. The REP Coalition reasoned that the permissive language is in conflict with the mandatory term in the second sentence in Section 4.8.1.4 which addresses the same issue.

The Joint TDUs did not oppose the proposed changes by the REP Coalition.

Commission response

The commission agrees with the REP Coalition's suggestions to clarify the language in this Section, except for their proposal to impose a good faith standard of care. The use of Estimated Meter Readings adversely affects both REPs and their customers by not allowing REPs to accurately bill their customers. As a result, the commission has changed the provision to impose a reasonableness standard rather than a good faith standard as a reasonableness standard is more appropriate in this instance.

Section 4.7.2.1 – Denial of Access by Retail Customer

The Joint TDUs opined that since Section 4.7.2.1 is a subsection of 4.7.2, it should only deal with denial of access to the meter for purposes of reading the meter. Under the published rule, the Joint TDUs argued that because the qualifier "read" does not appear, the only remedy when a customer denies access to investigate meter tampering or to replace the meter would be for the TDU to leave a door hanger. Therefore, the Joint TDUs recommended revising the language to limit this denial only to meter reads and not to a general denial of access to the meter which Section 5.4.8 addresses by setting forth requirements and remedies for general denial of access. The REP Coalition stated that they did not object to the Joint TDU proposal.

Commission response

The commission agrees that the denial of access referenced in this Section is denial only to meter reads and not to a general denial of access to the meter. The commission modifies the Section accordingly.

Section 4.7.2.2 – Estimates for Reasons Other Than for Denial of Access by Retail Customer

The Joint TDUs proposed changing “Premise” to “Premises” to correct a typo. The REP Coalition stated in their reply comments that they did not object to this change.

Commission response

The commission agrees with the Joint TDUs that this was a typographical error and therefore modifies the Section accordingly. The commission has also replaced the word “a” with “Retail Customer’s” because “Premises” is a plural noun.

Section 4.7.2.3 – Standard Meter Data

The Joint TDUs and the REP Coalition recommended modifications to this Section. The Joint TDUs stated that this new provision is unclear because, at any given point in time, the prior 24 hour period is not the prior calendar day, and therefore they argued would require constant updates to the Interval Data on the web portal for every Retail Customer with a standard meter. They therefore proposed changing the term “24 hour period” to “calendar day.” The Joint TDUs stated that the commission, through P.U.C. SUBST. R. §25.130, does not require constant updates to the Interval Data provided on the web portal and therefore this should not be required by the Tariff. Furthermore, the Joint TDUs asserted that the provision, as written, would require the TDUs to provide Interval Data not only to ERCOT but also to REPs, even though currently, TDUs only provide REPs access to the data through the web portal. Therefore, the Joint TDUs requested the commission modify the rule language to include the word “access” before “to Competitive Retailer” so that it is clear a TDU would only be required to provide REPs access to the data but would not be required to provide the data since access is provided through the Joint

TDU web portal. The Joint TDUs also suggested adding “in accordance with Applicable Legal Authorities” at the end of the paragraph. The REP Coalition noted that they did not oppose these suggested modifications.

The REP Coalition proposed two additions in order to more comprehensively address the TDU’s provision of Meter Data, for the purpose of helping decrease the number of discrepancies between what the TDUs provide to ERCOT and the web portal. First, the REP Coalition argued that a second sentence is needed to explain that the inclusion of missing values for 15-minute Interval Data does not meet the requirement for “complete” 15-minute Interval Data. The REP Coalition reasoned that missing values inappropriately distort the measurement of a customer’s consumption and undermines the benefits of time-of-use and other retail electric products that require the most accurate Interval Data possible. Second, they requested a new, second paragraph be added which would require the total consumption reported in the TDU’s monthly Meter Reading file to equal the sum of all 15-minute Interval Data reported by the TDU for the Standard Meter in the same month. In other words, under their proposal, Meter Data from the same month provided in the monthly billing transaction sent to ERCOT must match the data for the same month provided on the web portal. The REP Coalition argued that logically these two sets of Meter Data should reflect an equal amount of consumption. If they do not match, they argued confidence in the accuracy of the Meter Data used for the purpose of dynamic pricing, time-of-use products, and monthly billings, among other things, is seriously eroded. The REP Coalition stressed that any disparity between the reported Meter Data imposes an unreasonable burden on REPs to pursue an explanation for the difference in consumption amounts and, if

necessary, to proactively request missing Interval Data, otherwise account for the missing intervals, or challenge the Meter Reading because the accuracy of the Meter Data is in question.

The Joint TDUs disagreed with the REP Coalition's proposed amendment to require the total consumption reported in the TDU's monthly Meter Reading file to equal the sum of all 15-minute Interval Data reported by the TDU for the Standard Meter in the same month. The Joint TDUs argued that the Load Serving Entities (LSE) Interval Data is collected and reported for each 15-minute interval, while the monthly usage is the calculated difference between two midnight register meter readings for the first and last days of the monthly billing cycle and that there are instances where these numbers will not match. In addition, the Joint TDUs stated that the 2008 Advanced Metering Implementation Team (AMIT) process concluded that the AMS Interval Data reported in the daily LSE files may not, in some circumstances, add up to the monthly usage values on the monthly TX SET usage transaction, and that the TDUs designed and built their advanced metering systems with this assumption.

The Joint TDUs agreed in principle that it is a reasonable goal to have the sum of the Interval Data equal the monthly usage within an acceptable range established by the North American Energy Standards Board (NAESB) Uniform Business Practices (UBP). The Joint TDUs noted that while the TDUs continue to work in that direction, they have not reached that goal for all scenarios that can cause discrepancies and to require 100% accuracy is unreasonable. The Joint TDUs argued that for the vast majority of cases, the sum of the Interval Data equals the monthly meter readings; however, they provided various scenarios whereby such a variance can occur. For example, they pointed out that if a midnight register reading is not available at the end of a

billing cycle this could result in a non-midnight register reading being used to calculate the monthly cumulative usage value which would result in a difference between the monthly consumption value reported on the TX SET transaction and the sum of all of the intervals for that consumption month. The Joint TDUs therefore argued rather than including an unrealistic requirement in the Tariff that the sum of the Interval Data always equals the monthly meter reading, the preamble instead should include a recognition that the TDUs will continue to work toward this goal.

Commission response

The commission agrees with the Joint TDUs and modifies this Section to replace “24 hour period” with “calendar day,” to clarify that a TDU is not required to constantly update the web portal with Interval Data for every Retail Customer with a standard meter. Furthermore, the commission finds that the use of the term “15-minute Interval Data” is redundant as the definition of Interval Data specifies that it is data acquired in 15-minute intervals. Therefore, the commission has replaced, in all instances, 15-minute Interval Data with the more accurate term Interval Data. In addition, the commission modifies this Section to insert the term “access” before “to Competitive Retailer” to clarify that the TDU is required only to provide access to Interval Data through the web portal, where the REPs can either retrieve such data or not. Finally, the commission also modifies the Section to add the words “in accordance with Applicable Legal Authorities,” as agreed to by the Joint TDUs and the REP Coalition.

The commission agrees with the REP Coalition that a TDU's provision of accurate Meter Data, including Interval Data, is an integral element of retail delivery service and therefore includes the statement that missing Interval Data does not meet the requirement of complete Interval Data.

However, the commission agrees with the Joint TDUs that some Meter Data discrepancies are unavoidable. The commission appreciates the efforts of the Joint TDUs in reducing Interval Data discrepancies, and the commission expects them to be diligent in their efforts because of the importance of providing accurate Interval Data. The commission also expects the TDUs to work cooperatively with market participants to improve the quality of the Interval Data. Improvement of the quality of the Interval Data will take time and will involve a host of technical issues. The REP Coalition's proposed language regarding better quality Interval Data does not recognize these limitations, and therefore the commission declines to adopt it.

Instead, the commission adopts language that the Company shall make reasonable efforts to insure 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 UBP, or any range established in a superseding Applicable Legal Authority. At this time the NAESB UBP standard is the appropriate standard. To date, NAESB UBP standard for within an "acceptable range" is that the sum of the Interval Data must be within +/- 2 meter multipliers of the register read-based monthly usage. The commission understands this standard might improve or change and,

therefore, has provided for that in this Section. The commission also recognizes that market participants should ultimately strive towards having both the SMT portal and billing Meter Data align with the data ERCOT uses for settlement purposes. However, the commission understands that at this time there will be discrepancies, despite the Company's reasonable efforts, and that in these instances the Company should not be penalized for such discrepancies. The commission has therefore modified this Section accordingly to take into account all of the above stated concerns.

Finally, because there will be instances of data discrepancies, the commission has included a requirement that upon request, the Company shall provide a detailed explanation to the Competitive Retailer when the sum of the Interval Data does not equal the monthly usage within the acceptable range.

Section 4.8 – Data Exchange

For clarity, the Joint TDUs recommended replacing the term “data” with Meter Data in order to provide clarity to this Section. The REP Coalition stated that they did not object to this proposal.

Commission response

The commission agrees with the Joint TDUs that the term “data” is not the appropriate term to be used in this Section. However, in light of the revised definition for Meter Data as previously discussed, the use of the term Meter Data alone is also not an appropriate term to be used in this Section. Therefore, the commission specifies that the Meter Data

referenced in this Section is only Meter Data which is used by the Company for billing. The commission therefore modifies this Section accordingly.

Section 4.8.1 – Data from Meter Reading

The REP Coalition and the Joint TDUs recommended changes to this Section. The REP Coalition proposed revising the reference to Section 4.8.1.3 in the second paragraph of this provision to METER READINGS FOR THE PURPOSE OF A SELF-SELECTED SWITCH OR TO VERIFY ACCURACY OF METER READING to make the reference consistent with proposed changes to the title of Section 4.3.4. The Joint TDUs agreed that “out-of-cycle meter read” should be changed to “meter readings for purpose of self-selected switch,” but argued that this Section should not be amended to include the phrase “to verify accuracy of meter reading” because it is not applicable to Standard Meters. The Joint TDUs remarked that a REP can check the Joint TDUs’ web portal for any re-reads of Standard Meters.

The TDUs recommended that the word “though” in the third paragraph be changed to “through,” and that the last paragraph be shortened and clarified as to what data is to be kept by the TDUs, namely Meter Data, including Interval Data. In addition, they stated that AMS-M Meters should be included in this Section because they also provide Interval Data. Finally, the Joint TDUs argued that the current language regarding Retail Customer access to the Joint TDU web portal data indicates that passwords or identification numbers (PINs) are assigned, and then released to, Retail Customers; however, they argued current practice is that the Retail Customers establish their own passwords or PINs, and therefore they proposed revising this Section accordingly.

Commission response

The REP Coalition’s proposed changes to the reference to the heading of Section 4.1.8.3 is discussed below in the commission’s response to comments on Section 4.1.8.3. The commission agrees with the other changes proposed by the Joint TDUs and has changed the Section accordingly.

Section 4.8.1.3 – Out-of-Cycle Meter Reads

Consistent with the REP Coalition’s proposed changes to Section 4.8.1, the REP Coalition proposed to revise the heading of Section 4.8.1.3 to read METER READINGS FOR THE PURPOSE OF A SELF-SELECTED SWITCH OR TO VERIFY ACCURACY OF METER READING. The REP Coalition also requested various changes be made in this Section to correspond to the change in the title and in order to employ the correct terminology in conformance with Chapters 1 and 6.

The Joint TDUs agreed with the change from “out-of-cycle meter read” to “meter readings for purpose of a self-selected switch” but opposed the addition of the words “or to verify accuracy of meter reading” proposed by the REP Coalition because they argued it is not applicable to Standard Meters. The Joint TDUs stated that for Standard Meters, the REP can check the Joint TDU web portal for any re-reads and therefore recommended that if this provision is retained, it should only apply to Non-Standard Meters without remote meter reading capabilities.

Commission Response

The commission notes that proposed Sections 6.1.2, 6.1.3, and 6.1.4 use the term “Meter Reading for the Purpose of a Self-Selected Switch” rather than “Out-of-Cycle Meter Read” to describe the discretionary service whereby the TDU reads a Retail Customer’s meter on a date other than the scheduled meter reading date for the purpose of switching a Retail Customer’s account to a different REP. Therefore, the commission agrees that it is appropriate, as suggested by the REP Coalition, to change the heading in Section 4.8.1.3 to conform it to the term used in Sections 6.1.2, 6.1.3, and 6.1.4 to describe this process.

The commission also appreciates the comments of the Joint TDUs which noted that for Standard Meters, a REP can verify the accuracy of a meter reading by checking the Joint TDU Web Portal for any re-reads. The Joint TDUs suggested that if this provision is retained, it should only apply to Non-Standard Meters without remote reading capabilities or that the phrase “to verify the accuracy of meter reading” should be deleted.

The commission adopts the heading of Section 4.8.1.3 as proposed by the REP Coalition and accepts the changes to the Section as proposed by the REP Coalition with the exception that the commission specifies, in response to the Joint TDUs’ comments, that the provision relating to verifying the accuracy of a meter reading is applicable to a Non-Standard Meter, excluding an AMS-M Meter.

Section 4.8.1.4 – Estimated Usage

The Joint TDUs recommended three minor clarifying edits to this Section: first, insert the word “estimated” before the word “usage;” second, change the word “nor” to “or;” and third, insert a comma after “Actual Meter Reading.” The REP Coalition stated that they did not object to the clarifying edits proposed by the Joint TDUs.

The REP Coalition proposed modifications consistent with the REP Coalition’s proposed revisions to Section 4.7.2 regarding a TDU’s requirement to use good faith efforts to complete a meter read. In addition, the REP Coalition requested additional language be added to the third and fourth paragraphs in order to clarify that a reasonable methodology used by a TDU to develop estimated Billing Determinants must include a reasonable calculation of the customer’s consumption and consumption patterns when estimating 15-minute Interval Data. The REP Coalition argued that while Billing Determinants is a defined term in Chapter 1, the term Estimated Billing Determinants is not defined. They expressed concern that the proposed revision to Section 4.8.1.4 may allow a TDU to apply its Estimated Billing Determinants without consideration of factors that distinguish a particular customer’s consumption and consumption patterns from those of other customers that otherwise appear similar on their face. The REP Coalition further argued that it would be inequitable to apply Estimated Billing Determinants that do not consider consumption and consumption patterns to a residential customer who limits their energy usage to a specific threshold in order to obtain a lower rate or who shifts their consumption of electricity to certain times of the day to take advantage of a lower energy charge. Therefore, the REP Coalition requested the commission add “[w]hen Company must estimate 15-minute Interval Data, it shall estimate the interval usage based on a methodology that

reasonably accounts for the Retail Customer's consumption and consumption patterns" to the end of the third paragraph. The REP Coalition also proposed correction of the word "method" to "methodology" in the third paragraph. The Joint TDUs stated that they did not oppose the REP Coalition's recommended changes to this Section.

Commission response

The commission has added a reasonableness standard for completion of Actual Meter Readings, consistent with its corresponding change to Section 4.7.2. The use of Estimated Meter Readings adversely affects both REPs and their customers by not allowing REPs to accurately bill their customers. The commission agrees with the other changes proposed by the REP Coalition and the changes proposed by the Joint TDUs, and has therefore modified the Tariff accordingly.

New Section 4.8.1.6 – Notice of Planned and Unplanned Interruptions to Market Communications and Data Exchange

The REP Coalition proposed a new Section 4.8.1.6 which addressed a TDU's provision of planned and unplanned interruptions to the TDU's ability to engage in market communications (including market transactions) and its provision of Meter Data. The REP Coalition noted that these elements are critical to the retail market and can significantly impact a REP's provision of retail electric service and can result in billing complications. The REP Coalition further argued that the imposition of reasonable deadlines for providing notice of these types of interruptions to retail delivery service is crucial and stated that too often TDUs fail to timely notify REPs, or fail to notify them all together, about these interruptions. As a result, the REP Coalition stated that a REP will often have to initiate a dialogue about the interruption out of necessity, given the lack

of communication by the TDU, a burden the REP Coalition does not believe a REP should have to bear. The REP Coalition proposed a standardized seven-day advance notice period for planned interruptions and a standardized one-hour deadline for notice of unplanned interruptions, starting upon discovery or knowledge of the event. The REP Coalition argued that the seven-day notice period would provide REPs with sufficient time to prepare for the service interruption through manual processes and other means to mitigate any adverse impact on their retail business. In addition, they argued the after-the-fact one-hour deadline for notice of unplanned interruptions is equally crucial to allow REPs to meet the unexpected contingency as quickly and effectively as possible.

The Joint TDUs urged the commission to reject the REP Coalition's new Section as these timelines are included in ERCOT Market Guides and should therefore not be duplicated in the Tariff. As stated in its opposition to the REP Coalition's proposed changes to Section 4.2.5, the Joint TDUs opined that adding the one-hour notice after the initiation of the curtailment, interruption, or voltage reduction to the Tariff is unnecessary because the timelines for this notice are set forth in ERCOT's market rules. In addition, the Joint TDUs argued that emergency interruptions often occur at night or under circumstances which may prevent field crews from entering the notification until the work has been safely completed. Therefore, the Joint TDUs reiterated their opposition to this addition because they perceived the Section as being duplicative of the ERCOT market rules and thus not necessary in the Tariff.

Commission response

The commission agrees with the REP Coalition that it is important for the TDUs to provide timely notice of planned and unplanned interruptions to market communications and data exchange. The commission recognizes, as stated by the Joint TDUs, that these timelines are already included in ERCOT Market Guides; however, the commission agrees with the REP Coalition that these timelines should also be included in a new Section 4.8.1.6. Because the commission agrees with the Joint TDUs that emergency interruptions often occur at night or under circumstances which may prevent field crews from entering the notifications until the work has been safely completed, the commission finds that there are instances where a one-hour notice deadline might not be feasible. Under these circumstances, the primary objective should be restoring service as quickly and safely as possible. In addition, the commission clarifies that notice is not necessary for short-term disruptions. Therefore, the commission adds this new Section as requested by the REP Coalition with modification.

Section 4.8.3 – Adjustments to Previously Transmitted Data

The Joint TDUs agreed with the commission's inclusion of adjustments to Meter Data but did not view these adjustments as falling within either meter maintenance activities (where they are currently listed) or within data maintenance activities. The Joint TDUs proposed language to change the first paragraph to show revisions to estimated Meter Data as a separate category, rather than including it as part of meter maintenance activities or data maintenance activities. The REP Coalition stated that they did not object to the Joint TDU recommendation to show revisions to estimated Meter Data as a separate category.

The REP Coalition proposed changing the phrase “that contains” to “in” in subparagraph (7).

The REP Coalition also suggested that subparagraph (7) be modified to require TDUs to provide timely notice of replacement of original Interval Data with corrected or revised data through the appropriate TX SET transaction. The REP Coalition argued that when there is a disconnect in information customers become frustrated and dissatisfied with both the REP and the retail product. OPUC agreed with the REP Coalition that the TDUs should be required to provide timely notice to a REP when a TDU has replaced original Interval Data with corrected or revised data. OPUC pointed out that the purpose of making information available to the customer is to allow the customer to become an active and knowledgeable participant in the market and argued that when discrepancies are found by the customer, the customer may lose confidence in the market, the product, and the REP.

The Joint TDUs opposed the REP Coalition proposal that would require a TDU to “timely notify Competitive Retailer of the replacement of Interval Data through the appropriate TX SET transaction, which shall specify the impacted intervals.” The Joint TDUs urged rejection of this additional language because they viewed the language as unnecessary due to the fact that REPs already have access to LSE Interval Data as soon as it is posted on the Joint TDU web portal where they are the current REP of Record, and thus they are notified of any changes to the Interval Data immediately. In addition, the Joint TDUs argued that if, for some reason, the corrected Interval Data is not available through the Joint TDU web portal, then REPs can get an extract from the ERCOT Market Information System (MIS) that they can use for shadow settlements. Finally, the Joint TDUs point out that there is no TX SET transaction for this kind

of notice, and establishing such transactions would be time-consuming and costly. Therefore, the Joint TDUs urged rejection of this language and rationalized that there is no need to create a market expense for information that REPs are already receiving through various reliable market-approved sources.

Commission response

The commission agrees with the Joint TDUs' clarification to show revisions to estimated Meter Data as a separate category and modifies the Section accordingly.

The commission also agrees with the Joint TDUs that subparagraph (7) should not be changed to require TDUs to provide timely notice of replacement of original Interval Data with corrected or revised data through the appropriate TX SET transaction. The commission agrees with the Joint TDUs that there is no need to create a market expense for information that REPs are already receiving through various reliable market-approved sources. There is no TX SET transaction for this kind of notice, and establishing such transaction would be time-consuming and costly; therefore, the commission declines to make this change as proposed by the REP Coalition. Though the commission understands the REP Coalition and OPUC's argument that a disconnect of information might frustrate a customer, the proposed change would provide limited benefits as related to the cost and is unnecessary at this time. The commission recognizes that REPs already have access to LSE Interval Data as soon as it is posted on the Joint TDU web portal where they are the current REP of Record, and therefore the REP is notified of any changes to the Interval Data.

Finally, the commission agrees with the REP Coalition proposal to clarify the language in subparagraph (7) to change “that contains” to “in” and modifies the Section accordingly.

Chapter 5: Service Rules and Regulations Relating to Access to the provision of delivery service to retail customers

Section 5.2.1 – Liability Between Company and Retail Customers

The Joint TDUs recommended the same changes to Section 5.2.1 (limitation of liability provision) as they did for Section 4.2.1 (related to Liability Between Company and Competitive Retailers). As previously argued, the Joint TDUs requested the liability provision be expanded in order to clearly cover Construction Services. The proposed language would state that this clause applies to requests for service and pre-connection (construction) services. The REP Coalition did not object to the modifications to this provision as proposed by the Joint TDUs.

As with their objection to the proposed modifications of Section 4.2.1, TIEC objected to expanding this Section to include requests for service and pre-connection (construction) services. TIEC noted that the existing Tariff liability provisions were the product of protracted debate and comment in prior rulemakings and the Joint TDU recommendation is well beyond the scope of this project. TIEC contended the changes proposed by the Joint TDUs are contrary to the commission’s prior decision on liability issues in Project Number 22187, *Rulemaking to Establish Terms and Conditions of Transmission and Distribution Utilities’ Retail Distribution Service*, and would undermine the intent that the Tariff’s liability limitation be narrowly focused. In addition, TIEC posited that the current Tariff limitations on liability, in relation to delivery service, are too broad and fail to provide TDUs with the proper incentives to ensure reliable,

high-quality service. TIEC concluded that because these issues are unrelated to the AMS implementation or other proposed changes by Staff that they should not be addressed in this rulemaking.

Commission response

The commission disagrees with TIEC and does not view the Joint TDUs' proposal as expanding the scope of this project. The published notice states that the proposed amendments "will clarify the terms and conditions and further standardize services provided by all TDUs to the retail market[.]" The commission, through this rulemaking, intended to achieve a comprehensive review of the Tariff in order to make all changes that might be necessary. The commission agrees with the Joint TDUs that it is necessary to make clear that the language in this provision applies to pre-connection (construction) services. Therefore, the commission adopts the proposal of the Joint TDUs and modifies the Section accordingly, consistent with the commission response relating to Section 4.2.1.

Section 5.2.4 – Force Majeure

The Joint TDUs recommended adding "acts of terrorism" to this provision consistent with their proposed addition to Section 4.2.4. In their reply comments, the REP Coalition stated that they did not object to this proposed change.

Commission response

Consistent with the rationale in adopting the same change to Section 4.2.4, the commission agrees with the Joint TDUs and modifies the Section accordingly.

Section 5.2.5 – Emergencies and Necessary Interruptions

The Joint TDUs argued that Section 5.2.5 should be modified in order to be consistent with the proposed changes made to Section 4.2.5 (related to Emergencies and Necessary Interruptions). The Joint TDUs noted that while changes were made to Section 4.2.5, the same changes were not made to Section 5.2.5; therefore, the Joint TDUs recommended that Section 5.2.5 be amended to be consistent with Section 4.2.5. The REP Coalition stated that they did not object to the Joint TDU proposal.

Commission response

The commission disagrees with the Joint TDUs that Sections 4.2.5 and 5.2.5 should remain consistent with one another. The modifications the commission has made to Section 4.2.5, as requested by the REP Coalition, do not properly belong in 5.2.5, and were not requested to be included in this Section, and therefore will not be adopted here. However, the commission modifies this Section by capitalizing terms that are defined in the Tariff, Critical Care Residential Customer, Chronic Care Residential Customer, Critical Load Industrial Customer, or Critical Load Public Safety Customer, as proposed by the Joint TDUs

Section 5.2.6 – Limitation of Warranties by Company

The Joint TDUs proposed to specifically include Construction Service within this provision consistent with their proposed changes to Section 4.2.6. The REP Coalition stated they did not have any objections to the Joint TDUs' proposed changes.

TIEC asserted their same objections to this proposed change as they did to the same requested changes to Sections 4.2.1 and 4.2.6. Specifically, TIEC argued that the commission should not expand the scope of this rulemaking to address the Joint TDUs' liability concerns. TIEC noted that the existing Tariff liability provisions were the product of protracted debate and comment in prior rulemakings and the Joint TDUs' recommendation is well beyond the scope of this project. In addition, TIEC contended the changes proposed by the Joint TDUs are contrary to the commission's prior decision on liability issues in Project Number 22187, *Rulemaking to Establish Terms and Conditions of Transmission and Distribution Utilities' Retail Distribution Service*, and would undermine the intent that the Tariff's liability limitation be narrowly focused.

Commission response

Consistent with the changes made to Section 4.2.1, 4.2.6, and 5.2.1, the commission modifies the Tariff to include "Construction Service" as proposed by the Joint TDUs. As previously addressed in the response to Sections 4.2.1, 4.2.6, and 5.2.1, the commission disagrees with TIEC that the Joint TDUs' proposal would expand the scope of this project. The published notice states that the proposed amendments "will clarify the terms and conditions and further standardize services provided by all TDUs to the retail market" and reiterates that the rulemaking was opened to address the entire Tariff, not merely issues related to the implementation of AMS.

Section 5.3.2 – Requests for Construction Services

The Joint TDUs recommended that the term “Date requested” be changed to “Requested date” in clause (6), consistent with the Joint TDUs’ comments on Section 4.3.3. The REP Coalition stated that they did not object to the Joint TDUs’ recommendation.

Commission response

The commission agrees with the Joint TDUs’ recommendation and modifies the Section accordingly.

Section 5.3.5 – Identification of the Premises and Selection of the Rate Schedules

The Joint TDUs recommended that the same changes proposed by the commission in the first paragraph of Section 4.3.6 be made to the identical provisions in the first paragraph of this Section, specifically they recommend the removal of the reference to July 1, 2007 as this date has passed. The REP Coalition stated that they did not object to these recommendations of the Joint TDUs.

Commission response

The commission agrees with the Joint TDUs’ recommendation and removes the reference to July 1, 2007.

Section 5.3.6

The Joint TDUs suggested that the term Meter Read be changed to the defined term Meter Reading because Meter Reading is the defined term and is consistent with the last paragraph of Section 4.3.6. The REP Coalition stated that they did not object to this recommendation.

Commission response

The commission agrees with the Joint TDUs' recommendation and modifies the Section accordingly.

Section 5.3.7.1 – Suspensions Without Prior Notice

The Joint TDUs stated that the language of the current Tariff clearly provides that a TDU may suspend service without notice where a known dangerous condition exists. The Joint TDUs expressed concern that the proposed language of the Tariff removes the unambiguous language of the existing Tariff and replaces it with language that is ambiguous and might be misinterpreted. The Joint TDUs argued that while they have and will continue to attempt to provide notice to customers prior to disconnection, the Joint TDUs urge the commission to affirmatively state in the Tariff that they have the ability to suspend service without notice where a known dangerous condition exists. Therefore, Joint TDUs propose that the original Tariff language be maintained.

In addition, consistent with the Joint TDU's modifications and concerns regarding Sections 4.3.2 and 4.3.8.1, the Joint TDUs suggested modifying this provision so that the conditions for suspending service are the same as those required in proposed Section 5.4.2.

The REP Coalition and TIEC stated that they did not object to the Joint TDUs' recommendation.

Commission response

Although the Joint TDUs stated that they have and will continue to attempt to provide notice to customers prior to disconnection pursuant to this Section, their proposed language would not require a TDU to do so. The commission has changed the Section to require that the TDU take reasonable steps to notify the Retail Customer as soon as possible after the TDU decides that it will suspend service. The commission has also added back the sentence requested by the Joint TDUs about possible methods of notice. As indicated by Joint TDUs' comments on Section 5.4.2, providing service in a manner that is not consistent with Good Utility Practice does not necessarily create a hazardous condition. As a result, although action in that case will need to be taken to bring service into Good Utility Practice, it is not an appropriate basis to suspend service to the customer on short or no notice. That case is better addressed by the following Section, where the need for disconnection of service is not urgent. The commission has limited Section 5.3.7.1 to a situation where the TDU knows that providing Delivery Service to Retail Customer's Electrical Installation is hazardous or a hazardous condition may be imminent. In addition, the commission has changed the Section heading to "Urgent Suspensions" to more accurately describe the Section. Furthermore, the commission has added a provision to Section 5.3.7.2 to address a situation where Delivery Service to Retail Customer's Electrical Installation cannot be provided consistent with Good Utility Practice.

Section 5.3.7.2 – Noticed Suspension Not Related to Emergencies or Necessary Interruptions

Pursuant to the commission's discussion above of Section 5.3.7.1, the commission has added a provision to Section 5.3.7.2 to address a situation where Delivery Service to Retail Customer's Electrical Installation cannot be provided consistent with Good Utility Practice. In addition, the commission has changed the heading to "Other Types of Suspensions" because of the change the commission made to the heading of Section 5.3.7.1.

Section 5.3.7.4 – Prohibited Suspension or Disconnection

The REP Coalition proposed revising Section 5.3.7.4(1)(E) to add a sentence that would require TDUs, upon request, to provide a paper or electronic copy of the TDU's established process for the disconnection of Critical Load Industrial Customers or Critical Load Public Safety Customers. The provision as written states that the disconnection of a Critical Care Residential Customer for non-payment of electric service is allowed only if "all of the procedures required by [the TDU] pursuant to P.U.C. SUBST. R. §25.497 and P.U.C. SUBST. R. §25.283" are completed. The REP Coalition argued that the commission's rules do not specify the processes that must be followed to permit the disconnection of Critical Load Industrial Customers and Critical Load Public Safety Customers for non-payment and that, because of this, the TDU-established processes for such service disconnection should be publicly available in writing in order to allow for the enforcement of this Section.

No other party provided comments regarding this proposed revision to this Section.

Commission response

The commission notes that no party opposed this specific recommendation; however, it also notes that the Joint TDUs did oppose a similar REP Coalition recommendation in Section 4.3.9, relating to TDUs being required to provide the process for an appeal of a decision related to the request for the disconnection of Critical Load Industrial Customers or Critical Load Public Safety Customers. Consistent with its decision in Section 4.3.9, the commission agrees with the REP Coalition that, upon request, a TDU should be required to provide a paper, or electronic copy, of the TDU's established process for the disconnection of Critical Load Industrial Customers or Critical Load Public Safety Customers. The commission agrees that Section 5.3.7.4(1)(E) plainly contemplates the possible disconnection of these two categories of customers upon compliance with the TDU's established processes. The commission, consistent with the rationale and decision regarding Section 4.3.9, modifies this Section accordingly. In addition, the commission also revises "extreme weather conditions" to "extreme weather emergency" for purposes of clarity.

Section 5.4.1 – Retail Customer's Electrical Installation and Access

The Joint TDUs recommended that this Section, and similar Sections, be revised to use the defined term Retail Customer's Electrical Installation rather than the undefined phrase Retail Customer's electrical installation. The REP Coalition stated that they did not object to this recommendation.

Commission response

The commission agrees with the Joint TDUs' recommendation to use the defined term Retail Customer's Electrical Installation rather than the undefined phrase Retail Customer's electrical installation, and therefore modifies this Section and other Sections accordingly.

Section 5.4.2 – Inspection and Approval of Retail Customer's Electrical Installation

Consistent with its recommendation to Section 5.4.1, the Joint TDUs recommended that the term Retail Customer's electrical installation be changed to Retail Customer's Electrical Installation in both paragraphs as Retail Customer's Electrical Installation is the defined term.

In addition, the Joint TDUs offered revised language for the second paragraph because they viewed the second paragraph as written to require the TDU to not interconnect a Retail Customer if that customer's electrical installation is of such character that satisfactory Delivery Service cannot be provided consistent with Good Utility Practice. The Joint TDUs requested that the language be modified in order to allow a TDU to use their discretion to interconnect the Retail Customer in such situations. The Joint TDUs pointed out that it may be that the customer is in the process of rectifying the situation, and a refusal to interconnect service to a new premises could result in a significant hardship for that customer. The Joint TDUs argued that a Retail Customer may be willing to live with the unsatisfactory service for whatever period of time it takes to resolve the problem and that the TDU should therefore have the discretion to provide service in these situations. The Joint TDUs further argued that under Section 5.3.7.1,

Suspensions Without Prior Notice, which deals with the same conditions but after service has been connected, suspension of service is discretionary and not mandatory.

TIEC agreed with the Joint TDUs that Sections 4.3.2.1 and 5.4.2 should be consistent. Though TIEC argued that Tariff provisions addressing the same item should be consistent, they pointed out that they should only be consistent when the service or action is the same and noted that initiating service and disconnecting service are substantively different. As noted in the discussion to Section 4.3.2.1, TIEC opposed the Joint TDUs' request and proposed that the commission add similar language from Section 4.3.2.1 to this Section in order to address the consistency concern raised by the Joint TDUs, rather than striking language in Section 4.3.2.1. Therefore, TIEC urged the commission to add language to require a TDU to decline to initiate service if it "interferes with the service of other Retail Customers" to Section 5.4.2. TIEC noted that they do not oppose the Joint TDUs' suggested changes to similar language to the provisions addressing disconnection (Sections 4.3.8.1 and 5.3.7.1).

The REP Coalition stated that they did not object to the Joint TDUs' recommendation.

Commission response

The commission agrees that the Tariff provisions should be consistent and, as stated in its response in Section 4.3.2.1, the commission modifies Sections 4.3.2.1 and 5.4.2 in order to be consistent with each other. The commission agrees with the Joint TDUs that they should have discretion to interconnect the Retail Customer if that customer's electrical installation is of such a character that satisfactory Delivery Service cannot be provided consistent with

Good Utility Practice because, in some of these circumstances, the Retail Customer may be willing to live with the unsatisfactory service for whatever period of time it takes to resolve the problem. In addition, consistent with the discussion in Section 4.3.2.1, the commission adopts TIEC's suggested change to add the requirement that a TDU decline to initiate service if it interferes with the service of other Retail Customers. The commission also modifies this Section to use the term Retail Customer's Electrical Installation as recommended by the Joint TDUs because this is the defined term.

Section 5.4.3 – Location of Point of Delivery and Retail Customer's Electrical Installation

Consistent with the Joint TDUs' suggested changes to Sections 5.4.1 and 5.4.2, the Joint TDUs recommended the term Retail Customer's electrical installation be changed to the defined term Retail Customer's Electrical Installation in the first paragraph.

The REP Coalition stated that they did not object to the Joint TDUs' recommendation.

Commission response

The commission agrees with the Joint TDUs' recommendation that the defined term should be used and therefore modifies this Section accordingly.

Section 5.4.4 – Connection of Retail Customer's Electrical Installation to Company Facilities

Consistent with the Joint TDUs' modifications to Sections 5.4.1-5.4.3, the Joint TDUs requested the term Retail Customer's electrical installation be changed to the defined term Retail

Customer's Electrical Installation. The REP Coalition stated that they did not object to the Joint TDUs' recommendation.

Commission response

The commission agrees with the Joint TDUs' recommendation that the defined term should be used and therefore modifies this Section accordingly.

Section 5.4.7 – Unauthorized Use of Delivery System

The Joint TDUs noted that subpart (2) of this Section authorizes the TDU to charge for the “cost of replacement or repair of any damaged Meter and associated Company equipment” but that in the tampering portion of Section 6.1.2.1, the Tariff has been modified to remove the word “damaged” from this language, thus authorizing the TDU to charge for the “cost of replacing and repairing a Meter and associated equipment (including the Meter seal).” Therefore, in order to be consistent with the proposed language in Section 6.1.2, the Joint TDUs urged the commission to adopt the same language in subpart (2) as proposed in Section 6.1.2.1, related to Tampering. The REP Coalition stated that they did not object to the Joint TDUs' recommendation.

Commission response

The commission agrees with the Joint TDUs' recommendation that the same language in Section 6.1.2 should be used in Subpart (2) of this Section, therefore the commission modifies this Section accordingly.

Chapter 6: COMPANY SPECIFIC ITEMS

The Joint TDUs opposed the elimination of the separate timelines for situations in which the utility cannot communicate with the Standard Meter, and urged the commission to reinsert the current provisions relating to the alternate timelines applicable to the performance of certain discretionary services at Premises with a Standard Meter. They preferred that the existing language, as it is written today, be re-inserted back into the relevant portions of Chapter 6. The Joint TDUs further argued to retain the status quo in this regard, and suggested that perhaps in three, five, or seven years the reliability of their communication systems will perform close to 100%, and then at that time, it might be reasonable to remove the alternate timelines applicable to the performance of certain discretionary services at Premises with a Standard Meter. The Joint TDUs stated that it is currently not an appropriate time to remove these timelines and explained that while they are constantly improving the reliability of their networks, even for TDUs who have fully deployed the upgrades to their metering systems, it takes a period of years to determine what enhancements are needed. The Joint TDUs added that the reliability of communications can be impacted by many factors that are transient in nature, and are beyond their control, and therefore, it might take a while for their networks to be as reliable as is necessary in order to safely remove these alternate timelines.

In addition, the Joint TDUs maintained that in instances in which the utility is unable to communicate with the meter an absence of alternative timelines could require the TDU to dispatch employees to the Premises after dark, and perhaps in inclement weather, putting the safety of employees at risk. The Joint TDUs opined that this is a serious safety issue and noted

examples where a utility employee has been mistaken after dark as an intruder, and subject to confrontation or physical attack.

The REP Coalition supported the streamlining and reorganization of Chapter 6, including the elimination of all of the alternative timelines addressing exceptions when the TDU is unable to communicate with the Meter. They stated, with a few exceptions noted below, that they opposed the desire of the Joint TDUs to return to the previous overly complicated and often confusing format in this Chapter. The REP Coalition disagreed with the Joint TDUs' argument that the current alternative timelines should be retained and emphasized that regardless of whether communication functionality is always perfect, the solution is not to retain the current Retail Tariff's alternate timelines that apply when the TDU cannot remotely communicate with the Standard Meter. The REP Coalition stressed that retention of such alternate timelines dampens a TDU's incentive to remedy the non-communication issue, confuses customer expectations about the timing of discretionary service completion, and diminishes the perceived value of AMS (Standard) Meters. They stated that due to the significant number of Standard Meters installed pursuant to commission-approved deployment plans to date, a Standard Meter should be able to communicate and, if it does not, the REP Coalition maintained that the TDU should complete the discretionary service order request as expeditiously as possible.

The REP Coalition, therefore, supported proposed revisions to streamline and remove the exceptions for timelines (consistent with support of Section 3.18) and suggested a modification to proposed Section 6.1.2 to specifically address the issue of non-communicating Standard Meters. The REP Coalition remarked that their proposed revision would better ensure the

prompt completion of the customer's requested service than the retention of the current Tariff's alternate timelines, as requested by the Joint TDUs. They offered that the proposed revision also provides TDUs sufficient discretion to send personnel to service non-communicating meters in a safe and efficient manner.

Commission response

The commission declines to adopt the recommendation made by the Joint TDUs to reinstate the alternate timelines that apply when the TDU cannot communicate with a Standard Meter. The commission agrees with the REP Coalition that the retention of these timelines for exceptions dampens the TDU's incentive to remedy the non-communication issue, confuses customer expectations about the timing of discretionary service completion, and diminishes the perceived value of Standard Meters.

The commission notes that it was anticipated that these timelines and processes would be reviewed as directed in the Final Order in Project No. 38674, *Amendments to Customer Protection Rules Related to Advanced Meters*. That order states that a rulemaking shall be opened to include, but is not limited to, a comprehensive review of Section 6.1.2.1 of the Tariff. This review is to include an evaluation of whether the deadlines for receipt of requests in those timelines should be modified. The commission retains the structure as proposed, which eliminates the alternative language for exceptions to the standard timelines throughout Section 6.1.2. However, the commission understands that there are times when a TDU may not be able to communicate with a Standard Meter and thus includes a provision, as recommended by the REP Coalition, which directs the TDU to

perform the service in a timely manner. The commission would like to clarify that in Chapter 6 of the Tariff, the use of the term timely takes into consideration the safety associated with performing the service. The commission is sensitive to safety concerns and does not want to place any individual in a dangerous position and therefore clarifies the Tariff accordingly. The commission agrees with the REP Coalition that this change addresses the Joint TDUs' concern regarding timelines for when communications are unable to occur and the utility cannot perform the service safely.

Terminology

In order to avoid confusion, the Joint TDUs suggested replacing the terminology standard Discretionary Service Charges and non-standard Discretionary Service Charges in Chapter 6 of the Tariff with Uniform Discretionary Service Charges and Company Specific Discretionary Service Charges. OPUC supported the change, and agreed with the Joint TDUs that the use of the terms "standard" and "non-standard" when referencing Discretionary Service Charges could be confused with terms for Standard and Non-Standard Meters. Therefore, OPUC concluded that the suggested Joint TDU language is more explanatory.

Commission response

The commission agrees with the Joint TDUs that using the "Standard/Non-Standard" terminology for both Meters and Discretionary Service Charges could cause confusion. Furthermore, the commission agrees with the Joint TDUs and OPUC that it is preferable to use the title UNIFORM DISCRETIONARY SERVICE CHARGES rather than STANDARD DISCRETIONARY SERVICE CHARGES and COMPANY-SPECIFIC

DISCRETIONARY SERVICE CHARGES OTHER THAN CONSTRUCTION SERVICE CHARGES rather than **NON-STANDARD DISCRETIONARY SERVICE CHARGES OTHER THAN CONSTRUCTION SERVICE CHARGES**. The commission modifies Chapter 6 of the Tariff accordingly with one exception. The commission believes that Section 6.1.2.3, **STANDARD DISCRETIONARY CHARGES OTHER THAN CONSTRUCTION SERVICE CHARGES**, should properly be titled **COMPANY-SPECIFIC DISCRETIONARY CHARGES OTHER THAN CONSTRUCTION SERVICE CHARGES** because these charges are for utility-specific Discretionary Services.

Meter Types and Structure of Chapter 6

The Joint TDUs clarified that, in their opinion, there are four distinct types of meters in the market: (1) advanced meters with full functionality, including remote disconnect/reconnect, known as Standard Meters (referred to as AMS-R); (2) meters with all advanced (or AMS-R) meter functionality except for remote connect/disconnect (referred to as AMS-M); (3) Interval Data Recording (IDR) Meters, which record usage in 15-minute intervals, but do not have remote disconnect/reconnect functionality and do not have full two-way communication functionality (limited remote communication functionality may be by cellular or land-line telephone) or have no remote communication functionality and need to be manually “probed” in order to download the Interval Data; and (4) meters without advanced meter functionality, also known as Non-Standard Meters (includes meters for customers who choose not to have standard meters under P.U.C SUBST. R. §25.133). The Joint TDUs noted that while Standard and Non-Standard Meters are fully addressed in the Tariff, the functionality and associated costs and timelines of AMS-M and IDR Meters are not addressed. The Joint TDUs emphasized that

recognition of the distinctions among the four types of meters is important, because the costs and timelines associated with providing services to the different types of meters vary due to their differing functionalities. The Joint TDUs commented that neither Section 6.1.2 nor 6.1.3, as proposed, contains the provisions appropriate for AMS-M or IDR Meters, whose functionality falls somewhere between the AMS-R (Standard) Meters on the one hand, and the meters without any advanced functionality on the other. The Joint TDUs contended that the customer would be deprived of the advanced functions of the AMS-M and IDR Meters if the commission considered those meters to be Non-Standard Meters. The Joint TDUs stated that the commission needs to determine where in Section 6.1 it wishes to include and/or address AMS-M and IDR Meters, which could be included in Section 6.1.2 or Section 6.1.3, or both.

The REP Coalition agreed with the Joint TDUs that it is necessary for the commission to determine where AMS-M and IDR Meters should be included within the context of the proposed Tariff's restructuring of Chapter 6, which could be included in Section 6.1.2, Standard Meters or Section 6.1.3, Non-Standard Meters. The REP Coalition proposed inclusion of language in Section 6.1.3 to address the applicable Discretionary Service Charges for an AMS-M Meter that instead mirror discretionary service charges set forth in Section 6.1.2.1.

The Joint TDUs replied that they do not oppose the REP Coalition's proposal to define AMS-M Meters as Non-Standard Meters, and further recommended that IDR Meters also be defined as Non-Standard Meters and that the Discretionary Service Charges and timelines for both AMS-M and IDR Meters be set forth in Section 6.1.3, rather than cross-referencing to Section 6.1.2. In addition, the Joint TDUs argued that though they do not oppose the REP Coalition's proposal to

define AMS-M Meters as Non-Standard Meters, they recommended that IDR Meters also be defined as Non-Standard Meters and that the discretionary service charges and timelines for both AMS-M and IDR Meters be set forth in Section 6.1.3, rather than cross-referencing to Section 6.1.2.

TIEC agreed with the Joint TDUs that the proposed Tariff is not clear about which Sections of proposed Chapter 6 would apply to customers with IDR Meters, due in large part to the definitional overlap and ambiguity. TIEC also argued that IDR-Metered customers are more appropriately included in Section 6.1.3 of the proposed Tariff, because many of the timeframes in Section 6.1.2 are tailored for fully functional AMS (Standard) Meters and may not be workable for certain IDR Meters with more limited communication abilities. TIEC commented that regardless of which Section the IDR Meter requirements reside, they would oppose any changes that would reduce the flexibility and timelines that currently apply to IDR Meters. TIEC further urged that it would be more appropriate to have IDR Meters as a distinct type, different from Non-Standard Meters and suggested that all references to Non-Standard Meters throughout Section 6.1.3 be modified to apply to Non-Standard Meters and IDR Meters.

OPUC agreed with the comments of the Joint TDUs that AMS-M and IDR Meters need to be explicitly identified and addressed in the Tariff. OPUC further stated that although AMS-M and IDR Meters could be addressed in either Section 6.1.2 or Section 6.1.3, the most appropriate Section to address these types of Meters is Section 6.1.3. OPUC rationalized that because AMS-M and IDR Meters lack remote disconnect/reconnect capability, they would be most appropriately addressed in Section 6.1.3 with other Non-Standard Meters; however, they also

argued that because AMS-M Meters have advanced functionality, they should be identified separately from the other Non-Standard Meters.

In their reply comments, the REP Coalition offered an alternative solution to the structure of Chapter 6 and commented that another approach would be to create a new Section 6.1.4, which would be specific to the Discretionary Service Charges that would apply to AMS-M Meters. They expected that new Section 6.1.4 would mirror the Discretionary Service Charges from Section 6.1.3 of the proposed Tariff, with the exception that the Discretionary Service Charges for Meter Reading for the Purpose of a Standard Switch, Meter Reading for the Purpose of a Self-Selected Switch, and Move-Ins for Premises that are energized which would be the same as those set forth in Section 6.1.2. The REP Coalition offered to work with the Joint TDUs and the commission to develop a new Section 6.1.4.

Commission response

The commission agrees with the Joint TDUs, TIEC, OPUC, and the REP Coalition regarding the categorization for IDR Meters, and includes those Meters in Section 6.1.3. In order to clarify, all references to Non-Standard Meters in Section 6.1.3 also includes IDR Meters. The commission further agrees with commenters that because AMS-M Meters have advanced functionality that allow them to perform a Meter Reading for the purpose of a Standard Switch and a Meter Reading for the purpose of a Self-Selected Switch remotely, they should be identified separately from the other Non-Standard Meters. The commission adopts the approach put forth by the REP Coalition in their reply comments, and adds a new Section 6.1.4, which is specific to the Discretionary Service Charges that

apply to AMS-M Meters. While adding this new Section lengthens the Tariff, it helps to further streamline and reorganize Chapter 6, improves the clarity of the Chapter, and allows for IDR and AMS-M Meters to be categorized separately, which is more consistent with their functionality.

Location of Non-Standard Metering Service Charges

The Joint TDUs proposed including the installation charges adopted in P.U.C. SUBST. R. §25.133 in the Standard Meter (Section 6.1.2.1) and Non-Standard Meter (Section 6.1.3.1) Sections of Chapter 6. The Joint TDUs explained that for customers who already have a standard, fully-functional AMS Meter, and for customers who have an existing electromechanical meter and choose to retain it, the charges would be appropriately placed in those Sections.

Commission response

The commission acknowledges that the location of the Non-Standard Metering Service fees were not clear in the proposed Tariff. Consistent with the reorganization of Chapter 6, the commission places the Non-Standard Meter Installation Charge in the Sections pertaining to Standard Meters (Section 6.1.2.1) and AMS-M Meters (Section 6.1.4.1). The installation charges are appropriately placed in those Sections as a customer taking Standard Meter service or AMS-M service would logically look in those Sections of Chapter 6 to locate the fees for taking Non-Standard Metering Service as provided in P.U.C. SUBST. R. §25.133. The commission also finds that it is appropriate to place the monthly recurring fee in the

Non-Standard Meter Section (6.1.3.1), and therefore modifies Chapter 6 accordingly. In addition, the commission has added a cross reference to P.U.C. SUBST. R. §25.133.

Section 6.1.2 – Discretionary Service Charges (Premises with a Standard Meter)

The Joint TDUs recommended two changes to the last paragraph of this Section. The Joint TDUs commented that in the first sentence of last paragraph, the added words “of performance” be stricken to be consistent with the current Tariff that allows “billing upon completion of the service.” The Joint TDUs argued that this modification would be consistent with ERCOT Protocols and that inclusion of the words would suggest that a TDU cannot charge for a service that it attempted to perform but was unable to do so because of a problem experienced by the customer and for which it had incurred costs in attempting to provide the service. The Joint TDUs also recommended that the second sentence of the last paragraph should be deleted in its entirety or, at least, modified to restrict the sentence to “Premises with a Standard Meter” alone.

The REP Coalition did not object to these clarifications.

Commission response

The commission adopts the Joint TDUs’ changes as proposed.

Section 6.1.2.1 – Standard Discretionary Service Charges

Connection Charges – Move-in (Existing Standard Meter)

The Joint TDUs suggested that the last sentence of the first paragraph should be deleted and replaced with language from the current Tariff that reads: “[i]t is not available if inspections,

permits, or other construction is required and not completed.” The Joint TDUs argued that if the commission adopts the language as published in the proposed Tariff, the Tariff language would not require that inspections, permits, and construction have to be completed before the service is requested. They further argued that, as presented, the language makes it unclear whether the deadlines for performing the service is initiated upon receipt of the request, or upon completion of those inspections, permits, and construction. In addition, they argued that it is unclear who is responsible for obtaining and completing such inspections, permits, and construction, thus possibly leaving the incorrect impression that the TDU is responsible for completion of those tasks. In contrast, the Joint TDUs argued that the current Tariff language, as modified, is clearer and would remove the possibility that the TDU is responsible for completing these tasks.

The Joint TDUs also argued that, at this time, it is appropriate to continue to include in the Tariff a provision for the deadline that will apply when the TDU is unable to communicate with the Standard Meter. They reasoned that the current proposal, which deletes the provisions that apply when the TDU is unable to communicate with the meter, is inappropriate because while TDUs are constantly improving the communications reliability of their networks, even for TDUs that are fully deployed, it takes a period of years to determine exactly what network enhancements are needed, as communication reliability issues can be impacted by weather and other factors that are transient in nature and that can take a period of time to reoccur and be diagnosed correctly. In addition, they argued that TDUs are still in the deployment phase which means the networks of these TDUs are not completed and may not be as reliable for areas with a limited number of provisioned meters. Joint TDUs further argued that without this provision, in order to meet the deadline contained in the Tariff, if a request is received by 7:00 p.m. on an AMS

Operational Day it must be completed by midnight of that day, even if the TDU cannot communicate with the Meter which has the potential of resulting in the TDU being forced to dispatch employees to the premises after dark and perhaps in inclement weather which is a safety concern. Finally, the Joint TDUs pointed out that without the stated provision this Section, as proposed, could be read to provide no deadline by which a TDU must complete a move-in if communication with the Standard Meter fails. They further argued that retaining the alternative timelines for those occasions provides certainty for customers and REPs to know that even if there is a communication failure with the Standard Meter the TDU still has a deadline by which it must complete the move-in manually. Therefore, the Joint TDUs argued that it may be several years before reliability of communications is sufficient and reliable enough to allow for the removal of the provision that applies when the TDU is unable to communicate with the meter.

Commission response

The commission adopts the language as suggested by the Joint TDUs regarding inspections, permits, and construction, except that the commission does not include “other” before construction because no other construction is referenced in the provision. Consistent with the response above addressing meter types, the commission declines to adopt the recommendation to reinsert a provision regarding the alternative timelines for situations when the TDU is unable to communicate with the meter. In situations where it is dark, there is inclement weather, or there are other safety concerns, the language at the beginning of this Section, which requires the utility to perform these services in a timely manner, adequately addresses the Joint TDUs’ concerns as the term timely encompasses these safety concerns; the commission would like to reiterate that in Chapter 6 of the

Tariff, the use of the term timely takes into consideration the safety associated with performing the service. The commission is sensitive to safety concerns and does not want to place any individual in a dangerous position and therefore clarifies the Tariff accordingly.

Move-in (New Standard Meter)

The Joint TDUs requested that the proposed language be rejected and provided language that would require completion of all inspections, permits, and construction (other than installation of the meter itself) before the service can be requested. The Joint TDUs also proposed modifying the last paragraph of this provision to avoid a possible unintended consequence should a move-in request be sent to the TDU on Friday with a requested date of Saturday or Sunday. They argued that under such circumstances the Tariff would require the service be performed on Monday, “the first Business Day following the requested date,” which would provide the requesting party with faster service than it would otherwise be eligible for. Therefore, the Joint TDUs urged the commission to modify the language so that it would read “[i]f 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.”

Commission response

The commission agrees with the Joint TDUs' language suggestions regarding the completion of permits, construction, and inspections. The commission also adopts the recommendation with respect to the deadline for completing performance of the service.

Disconnection Charges (Standard Meter) – Move-Out

Consistent with their previous comments, the Joint TDUs recommended adding a paragraph at the end of this Section to re-instate the exceptions for when a utility cannot communicate with the meter. Specifically, the Joint TDUs continued to urge the commission to include in the Tariff timelines applicable should the TDU be unable to communicate with the meter.

Commission response

For the reasons stated previously, the commission declines to adopt the recommended changes to re-instate the alternative timelines as requested by the Joint TDUs.

Disconnection/Reconnection for Non-Payment Charges (Standard Meter) – Disconnection for Non-Payment (DNP)

Consistent with the rationale provided as part of the REP Coalition's new proposed Section 4.3.12.3, they proposed including additional language at the end of the second paragraph allowing for the coordinated disconnection between the hours of 5:00 p.m. and 7:00 a.m.

The Joint TDUs offered language to effectuate six changes to this Section. First, they suggested changing the last sentence of the first paragraph which authorized TDUs to disconnect service for the customer's "failure to fulfill obligations in a contract with the Company" because they

found it to be overly restrictive, as the customer may have obligations to the TDU that are not found in a “contract” but that are contained in the Tariff itself, or other applicable legal authority. Therefore, the Joint TDUs proposed to expand the scope of this provision to also include those obligations. Second, they noted that the second paragraph of this provision and ERCOT’s Retail Market Guide set out certain situations where the TDU will not disconnect service to the customer. The Joint TDUs requested that the proposed Tariff be modified to authorize a TDU to not disconnect a customer when other Applicable Legal Authorities preclude disconnection, so that there is no inconsistency between the proposed rule and the ERCOT Retail Market Guide. Third, they urged that the phrase “due to non-payment” in the second paragraph be moved to the end of the sentence to provide greater clarity.

Fourth, consistent with the Joint TDUs’ position on move-ins and move-outs discussed above, they urged the commission to retain the existing provisions that set the timelines for disconnection should the TDU be unable to communicate with the meter. Fifth, the Joint TDUs provided language recommending that the last paragraph concerning TDUs not charging REPs if the TDU initiates disconnection for non-payment should be moved to be the third paragraph of this Section. In addition, the Joint TDUs argued that paragraphs three, four, and five of the published Tariff Section be moved down under the heading Disconnection at Meter to avoid having a shortened timeline that applies to remote disconnections also apply at premium locations (pole, weatherhead, and secondary box). The Joint TDUs asserted that having the shortened two-hour deadline apply to disconnections at premium locations is not reasonable as disconnections at these locations can only be done by having an employee travel to the premises and physically perform the disconnection, which cannot usually be performed within two hours.

Lastly, the Joint TDUs stated that the paragraph setting out time periods for disconnections at premium locations must be added back in under the heading Disconnection at Premium Location and offered language that would reinstate these timelines.

Commission response

Consistent with the adoption of language in the Tariff in new Section 4.3.12.3, the commission adopts the recommendation made by the REP Coalition. The commission also modifies this Section in accordance with the recommendations by the Joint TDUs. While the commission retains the streamlining of the timelines for Standard Meters, as the Joint TDUs point out, disconnections that apply to premium locations are a special service and involves dispatching an employee to the Premises regardless of the circumstances, and usually cannot be completed within two hours. Therefore, the commission adds language to this Section to allow for separate timelines and charges to address this service that includes a provision in the timeline to account for instances when the company receives an order less than two days prior to the requested disconnection date. The timelines the commission adopts for Disconnection at Premium Location for a Standard Meter are the same timelines the commission adopts for Disconnection for Non-Payment for a Non-Standard Meter (Section 6.1.3.1) and Disconnection for Non-Payment for an AMS-M Meter (Section 6.1.4.1). These timelines are appropriate because disconnection of service in all of these instances involves dispatching an employee to the Premises.

Reconnection after Disconnection for Non-Payment of Charges (DNP)

The TDUs stated that the second paragraph requiring all reconnections to be done within two hours needs to be moved down under the Reconnection at Meter heading to avoid having the provision apply at premium locations, which cannot be done. Consistent with its position on move-ins, move-outs, and disconnects, the Joint TDUs again strongly urged the commission to retain the current Tariff timelines for occasions when the TDU is unable to communicate with a Standard Meter.

The Joint TDUs stated that even for customers with a Standard Meter that have been disconnected at a premium location they will have to be reconnected at a premium location, which involves dispatching an employee to the Premises. Elimination of the timelines in the published rule associated with reconnection at premium locations, they argued, removes the ability to charge rates to recover the higher costs for same-day, weekend, and holiday reconnections. The Joint TDUs urged the commission to retain the timelines and rate differentials from the current Tariff to provide TDUs an opportunity to recover the higher costs. The Joint TDUs offered revised language that would reinstate these timelines.

Commission response

The commission agrees with the Joint TDUs and moves the second paragraph requiring all reconnections to be done within two hours under the Reconnection at Meter heading to avoid having the provision apply to premium locations. Consistent with the decision above, the commission retains the streamlining of the timelines for Standard Meters. However, for reconnections at the premium location, as the Joint TDUs point out, alternative timelines and charges should apply. The timelines the commission adopts for Reconnection

at Premium Location for a Standard Meter are the same timelines the commission adopts for Reconnection After Disconnection for Non-Payment of Charges for a Non-Standard Meter (Section 6.1.3.1) and Reconnection After Disconnection for Non-Payment of Charges for an AMS-M Meter (Section 6.1.4.1). These timelines are appropriate because reconnection of service in all of these instances involve dispatching an employee to the Premises.

Meter Reading Charges (Standard Meter) – Meter Reading for the Purpose of a Standard Switch

The Joint TDUs proposed a clarifying addition to the first paragraph to add the words “a different” before Competitive Retailer. Also, the Joint TDUs recommended removal of the reference to P.U.C. SUBST. R. §25.474(p)(1) because that rule does not provide any additional clarity to the Tariff provision, but simply provides standards for actual meter reads and provides that a “TDU shall use best efforts to perform as many actual reads as possible for standard switches.”

Commission response

The commission agrees with the proposed clarifications put forth by the Joint TDUs and modifies this Section accordingly.

Meter Reading for the Purpose of a Self-Selected Switch

The Joint TDUs proposed the same clarifying addition to the first paragraph, as previously suggested, to add words “a different” before Competitive Retailer. Additionally, the Joint TDUs proposed the addition of the same language for estimated meter readings as for a standard switch.

Specifically, they requested adding the language, “Company may use an Estimated Meter Reading to complete performance of the service if conditions preclude execution of an Actual Meter Reading.”

Commission response

The commission adopts the modifications as proposed by the Joint TDUs and modifies the Section accordingly.

Non-Standard Meter Installation Charge – Non-Standard Meter Installation Charge

The Joint TDUs recommended that the commission retain this subsection for the Non-Standard Metering Service charges currently pending before the commission. They argued that this Section is the appropriate location in the Tariff for these charges. In addition, the Joint TDUs argued that the charges should include only the three Non-Standard Meter options available for a customer moving from a Standard Meter to a Non-Standard Meter.

Commission response

The commission agrees with the Joint TDUs’ comment that the Non-Standard Metering Service charges belong in the Tariff. Consistent with the discussion above, the commission finds that it is appropriate to include the Non-Standard Metering Service installation charges adopted following Project No. 41111, *Rulemaking Related to Advanced Metering Alternatives* in both the Standard Meter (6.1.2.1) and the AMS-M (6.1.4.1) Sections of Chapter 6. The purpose of including it in both Sections is to provide additional clarity to customers who might be looking for the associated charges. The commission finds that the

Non-Standard Metering Service Recurring Fee is appropriately placed in the Non-Standard Metering Service (6.1.3.1) Section of Chapter 6, as it is a Non-Standard Service, and makes this modification.

Service Call Charge (Standard Meter)

The Joint TDUs argued that distinct and separate categories of charges should be retained for charges applied when the TDU sends an employee to a customer's premises to investigate an outage or other problem, and the outage or other problem is not caused by the Company's equipment. They argued that when Weekend or Holiday charges are used, different employee costs are considered and should be reflected in the Tariff. Therefore, the Joint TDUs opposed lumping together Weekend and Holiday rates into an All Other rate category, because they involve these different costs which they argued should be reflected in different rates.

Commission response

The commission agrees with the recommendation made by the Joint TDUs. A service call is a special service and involves dispatching an employee to the Premises, therefore, a distinction between Weekend and Holiday charges will be reinstated as there are different costs associated with service on these types of days. This Section is, therefore, modified accordingly.

Tampering and Related Charges (Standard Meter) – Broken Meter Seal

The Joint TDUs recommended that this subsection be clarified so that it is clear the provision applies to the replacement of a broken outer meter seal, as opposed to a broken inner meter seal.

Commission response

The commission modifies this Section in accordance with the recommended clarification made by the Joint TDUs regarding a broken meter seal.

Denial of Access Charge – Inaccessible Meter

As previously described in their comments to Section 4.7.2.1, the Joint TDUs proposed adding another subsection under the Denial of Access Charge Section, titled Denial of Access to Company's Delivery System, that would provide for a charge when there is a denial of access to the Company's facilities, including the meter, and would be consistent with Section 5.4.8, Access to Retail Customer's Premises. They further proposed that the charge would be As Calculated and therefore based on costs incurred which would vary depending on the circumstances.

Commission response

The commission agrees with the Joint TDUs that it is appropriate to add another provision in this Section for denial of access, and modifies this Section accordingly. In addition, the commission believes that this modification is also applicable to Sections 6.1.3.1 and 6.1.4.1 and makes the changes accordingly.

Section 6.1.2.3 – Standard Discretionary Charges Other Than Construction Service Charges

The Joint TDUs recommended changing the title of this Section to NON-STANDARD DISCRETIONARY SERVICE CHARGES OTHER THAN CONSTRUCTION SERVICE CHARGES, which would be identical to the proposed title of Section 6.1.3.3 (which covers such

non-standard discretionary service charges for customers taking non-standard service). The REP Coalition recommended that the published revision to this Section not be adopted and that the title remain as DISCRETIONARY CHARGES OTHER THAN CONSTRUCTION SERVICE CHARGES, and that the same title should be used for Section 6.1.3.3. The REP Coalition argued that the Discretionary Services appearing under this heading and the heading of Section 6.1.3.3 in the Tariff are the charges for utility-specific Discretionary Services that do not appear in standardized Sections 6.1.2.1 and 6.1.3.1; therefore, the proposed revisions to these headings in Chapter 6 are potentially misleading as the terms Standard (in Section 6.1.2.3) and Non-Standard (in Section 6.1.3.3) incorrectly modify those Section headings.

Commission response

The commission agrees with comments made by the Joint TDUs in the general comments section of their initial comments that using the Standard/Non-Standard terminology for discretionary service charges could be confused with terms for Standard and Non-Standard Meters. The commission also acknowledges comments made by the REP Coalition that the terms Standard and Non-Standard incorrectly modify Section headings and agrees that Section 6.1.2.3 refers to charges for utility-specific Discretionary Services. Therefore, consistent with the changes in terminology the commission is making in this Chapter, the title COMPANY-SPECIFIC DISCRETIONARY CHARGES OTHER THAN CONSTRUCTION CHARGES is adopted in Section 6.1.2.3 and COMPANY-SPECIFIC DISCRETIONARY SERVICE CHARGES OTHER THAN CONSTRUCTION SERVICE CHARGES is adopted in Section 6.1.3.3.

Section 6.1.3 – Discretionary Service Charges (Premises with a Non-Standard Meter and Premises with Unmetered Service)

The REP Coalition proposed language to address applicable discretionary service charges for a Meter with automated or remote Meter Reading capability for purposes of a standard switch, a self-selected switch, or a move-in at an energized Premises, but lacks remote disconnection and reconnection capability. This type of Meter they argued is an AMS-M Meter serving Premises over 200 amperes where remote connections and disconnections are not performed for public safety reasons. The REP Coalition proposed to specify that discretionary service charges and timelines for a Meter with automated or remote Meter Reading capability (AMS-M Meter) be set forth in Section 6.1.2.1, given the Meter’s automated or remote Meter Reading capabilities. In addition, they argued that additional language needed to be added to Section 6.1.3 in order to cover those Meters that lack remote disconnection and reconnection capabilities. In their reply comments, the REP Coalition modified this Section to read “[t]his Section of the Tariff lists the Discretionary Service Charges for Premises with a Non-Standard Meter, including an IDR Meter, and Premises with Unmetered Service,” in order to remain consistent with their prior comments. The Joint TDUs recommended that discretionary service charges and timelines for AMS-M and IDR Meters be set forth in Section 6.1.3, rather than cross-referencing to Section 6.1.2.

Commission response

The commission agrees with commenters that several of the Discretionary Service Charges for AMS-M Meters and Non-Standard Meters, which include IDR Meters, should differ. Therefore, as previously discussed, the commission adds a new Section 6.1.4, which is

specific to the Discretionary Service Charges that apply to AMS-M Meters. While adding this new Section lengthens the Tariff, it helps to further streamline and reorganize Chapter 6, improves the clarity of the Chapter, and allows for IDR and AMS-M Meters to be categorized separately, which is more consistent with their functionality. In addition, the commission makes modifications to clarify that Section 6.1.3 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.

The Joint TDUs recommended minor grammatical changes to the first paragraph, specifically they requested the term “unmetered service” to be changed to lowercase. They also recommended deletions in the last paragraph identical to proposed deletions to the same language in Section 6.1.2, specifically removing the references to “performance” and the statements that “[a]ll charges for the performance of Discretionary Services by Company appear in this Section.”

Commission response

The commission agrees with the Joint TDUs suggested clarifications and modifies this Section accordingly.

Section 6.1.3.1 – Standard Discretionary Services

The Joint TDUs recommended that the title of this Section be changed to Standard Discretionary Service Charges, in order to be identical to the title of Section 6.1.2.1.

Commission response

The commission agrees with earlier comments made by the Joint TDUs that using the “Standard/Non-Standard” terminology for both Meters and Discretionary Service Charges could cause confusion. Furthermore, the commission agrees with the Joint TDUs that it is preferable to use the title UNIFORM DISCRETIONARY SERVICE CHARGES to describe these charges. The commission, therefore, adopts the title, UNIFORM DISCRETIONARY SERVICE CHARGES for Section 6.1.3.1.

Section 6.1.3.1 - Connection Charges

The Joint TDUs recommended that the formatting and categorization of charges contained in Section 6.1.2.1 be repeated in this Section by adding a category of charges titled Connection Charges with two types of move-in charges being subsets of that category.

Commission response

The commission agrees with the Joint TDUs that the formatting of similar Sections (Sections 6.1.2.1 and 6.1.3.1) should be the same. Therefore, the commission adds a title, Connection Charges, and moves the two types of move-in charges to be subsets of this category.

Section 6.1.3.1 - Move-in Charge (Non-Standard Meter)

The Joint TDUs stated that the word “Charge” should be deleted from the title to be consistent with the title provided in 6.1.2.1 for the same service. They also requested that the wording in the first paragraph be changed in order to be consistent with the Joint TDUs’ proposed changes

to the Move-in (New Standard Meter) portion of Section 6.1.2.1. In addition, and consistent with previous statements regarding the same matter, the Joint TDUs requested that the phrase “date requested” in the second paragraph be changed to “requested date.” They also urged the commission to change in the third paragraph the phrase “following first” to “next.” Finally, the Joint TDUs stated that the current Tariff provision providing for four different charges needs to be retained because the charge applies to both new and existing meters. This charge is for service to initiate Delivery to Retail Customer’s Point of Delivery.

Commission response

The clarifications suggested by the Joint TDUs regarding the title and the wording in the first paragraph and subsequent paragraphs are helpful and are consistent with the changes in 6.1.2.1, and are therefore adopted here under Move-In for (Non-Standard Meter). The commission also finds that the Joint TDUs are correct regarding the four different charges and modifies the charges listed in this Section accordingly.

Section 6.1.3.1 - Priority Move-in Charge (Non-Standard Meter)

The Joint TDUs recommended that the word “Charge” be deleted from the title, consistent with its removal from the previous title. Consistent with prior requests, the Joint TDUs also recommended the phrase “date requested” be changed to “requested date” in the second paragraph. In addition, they requested changing the phrase “following first” to “next” in the third paragraph.

Commission response

The commission adopts all of the changes put forth by the Joint TDUs and modifies the Section accordingly, including the title of this Section.

Section 6.1.3.1 - Disconnection Charges – Move-Out

The TDUs stated that in the second paragraph the phrase “date requested” should be changed to “requested date” in order to remain consistent with the usage of the term found elsewhere in the paragraph and in the Tariff. In addition, they requested the phrase “following first” be changed to “next” in the third paragraph.

Commission response

The commission adopts the changes recommended by the Joint TDUs.

*Disconnection/Reconnection for Non-Payment of Charges (Non-Standard Meter) -**Disconnection for Non-Payment*

Consistent with the rationale provided as part of the REP Coalition’s new proposed Section 4.3.12.3, they proposed including additional language at the end of the second paragraph allowing for the coordinated disconnection during the hours between 5:00 p.m. and 7:00 a.m.

The Joint TDUs offered language in the first two paragraphs that were identical to the suggestions proposed in same paragraphs in Section 6.1.2.1. The Joint TDUs also recommended that the commission maintain the current provision requiring that a disconnection be completed within three days of the requested date. They argued that as published the Tariff requires a

company to complete performance of the service on the “date requested,” which is not reasonable, and therefore, they proposed the reinstatement of the current timeline into the Tariff. They also recommended that the commission change the phrase “following first” to “next” in the fourth paragraph. Lastly, the Joint TDUs stated that in new paragraph six the language should be modified so that an order received less than two Business Days before the requested date is not required to be completed sooner than an order that is timely submitted.

Commission response

The commission adopts changes as recommended by the REP Coalition, which are consistent with the newly adopted Section 4.3.12.3, regarding the coordinated disconnection during the hours of 5:00 p.m. and 7:00 a.m. In addition, the commission finds that the recommendations regarding the timelines made by the Joint TDUs are reasonable and reinstates the “within three Business Days of the requested date” language. Therefore, this Section is modified in accordance with those recommendations. In addition, the commission modifies the disconnection requirement for instances where the Company receives an order less than two Business Days prior to the requested disconnection date to require that the Company complete performance of the service within four Business Days after the date the order is received. This extended timeline is necessary because of the types of crews required to perform these services.

Reconnection After Disconnection for Non-Payment of Charges (DNP)

The Joint TDUs opposed the published rule timelines for reconnection after a Disconnection for Non-Payment of Charges (DNP) and argued that the published timeline effectively makes the

current premium, same-day service, the standard service. They further argued that for TDUs with AMS deployment, AMS Meters do not enhance the ability of a TDU to more quickly perform on-site reconnections of Non-Standard Meters, and that these changes will impact the staffing levels of both TDUs that have deployed Standard Meters and those that have not yet deployed Standard Meters. The Joint TDUs stated that by keeping both standard and same-day reconnection options the retail customer will continue to be able to choose the timelines, and cost, that is desired in reconnecting their electric service. Therefore, they recommended that the current timelines, including the difference between standard and same-day service, be retained.

Commission response

Consistent with the previous discussion relating to Section 6.1.2.1, Reconnection After Disconnection for Non-Payment of Charges (DNP), regarding reconnections at premium locations, the commission adopts the recommendation by the Joint TDUs and modifies the timelines and categories of charges for Reconnection After Disconnection for Non-Payment of Charges (DNP) in Section 6.1.3.1. Reconnection of Non-Standard Meters requires dispatching an employee to the Premises, and mandating the shorter timeline may increase costs and charges, even for those situations where a customer would prefer to pay a lower charge for the standard reconnection timeline or for a non-holiday reconnection. In addition, the commission reinstates the Weekend and Holiday charges as there are different costs associated with service on these days.

Meter Test Charge (Non-Standard Meter)

The Joint TDUs argued that at the end of the first paragraph the partial sentence should be revised to be identical to the full sentence that was added at the end of the first paragraph in Section 6.1.2.1. They also recommended that the phrase Non-Company-Owned Meter be replaced with Competitive Meter, which is the phrase used in the current Tariff and is consistent with the terminology used in P.U.C. SUBST. R. §25.311, Competitive Metering.

Commission response

The commission agrees with the Joint TDUs regarding these two changes and modifies the Section accordingly.

Meter Reading Charges (Non-Standard Meter) - Meter Reading for Purpose of a Standard Switch

The Joint TDUs recommended that the first and fourth paragraphs be revised to be consistent with the Joint TDUs' proposal in Section 6.1.2.1 regarding this service.

Commission response

The commission adopts changes to this Section which are consistent with the changes made regarding this service in Section 6.1.2.1.

Meter Reading Charges (Non-Standard Meter) - Meter Reading for the Purpose of a Self-Selected Switch

The Joint TDUs recommended that the first paragraph be revised in order to be consistent with the Joint TDUs' proposal for Section 6.1.2.1 regarding this service. In the third paragraph, the Joint TDUs also proposed changing the phrase "following first" to "next" as previously recommended throughout the Chapter. They also recommended including a paragraph that would authorize an estimated reading if an actual reading is not obtained, consistent with the Standard Switch and Self-Selected Switch portions of Section 6.1.2.1.

Commission response

The commission agrees with the Joint TDUs and therefore modifies this Section accordingly.

Meter Reading Charges (Non-Standard Meter) - Estimated Meter Reading for the Purpose of a Switch Due to Denial of Access by Retail Customer

The Joint TDUs proposed adding words "a different" before "Competitive Retailer" in order to clarify the provision.

Commission response

The commission agrees with the modification put forth by the Joint TDUs, and adds the words "a different" before "Competitive Retailer" in this Section in order to clarify the provision.

Service Call Charge (Non-Standard Meter)

As with their opposition to the changes made in proposed Section 6.1.2.1, the Joint TDUs opposed consolidating the existing separate charges for weekends and holidays into a single All Other charge. They reiterated their position that the costs, and thus the rates, are different for weekends and holidays.

Commission response

As noted above in the previous Section 6.1.2.1 addressing a Service Call Charge, the commission modifies this requirement to account for the need to dispatch an employee to the Premises and the unique service. This Section is modified accordingly, as recommended by the Joint TDUs.

Outdoor Lighting Charges (Non-Standard Meter) - Security Lighting Repair

The Joint TDUs noted that Section 5.4.6 of the current and the proposed Tariff provide 15 calendar days to complete repairs for security lighting, but that this provision would shorten the deadline by more than half, to seven calendar days, thus making the provisions inconsistent with each other. The Joint TDUs expressed their strong opposition to this provision and recommended the commission change this Section to provide for 15 calendar days. To support their position, the Joint TDUs emphasized that this deadline applies to repairs other than standard and glass replacements, and therefore, depending on circumstances, it could take several days to visit the premises to determine what repair is needed, and that it could further take additional time to obtain parts, and return at a later date to make the repair. Additionally, they argued that if service to a lighting installation is underground it could take days to locate other underground

facilities before the repair could begin. The Joint TDUs also stressed their concern that the provision is based on calendar days, not business days, thus arguing that for four-day holiday periods, such as Thanksgiving and Christmas, and three-day holiday periods, such as Martin Luther King Day, Labor Day, and Memorial Day, the TDU would be left with only three to four days to make the repair, which is far too short a time period. In addition, the Joint TDUs argued this timeline should not be shortened because there have been minimal customer complaints received regarding repairs not being performed in a timely manner. They argued that shortening the days will increase the level of resources required to provide the service and increase the costs to the customer, which are currently unnecessary.

Commission response

Prompt repair of security lighting is important because a security light that is not working may increase safety risks. As the Joint TDUs acknowledge, repairs limited to standard lamp and glass replacements can be completed relatively quickly. As a result, the commission has added a requirement that all security lighting repairs be completed expeditiously, with a seven-day deadline for repairs limited to standard lamp and glass replacements. The commission acknowledges that other repairs might take more time and has reinstated a 15-day deadline for all other repairs. For consistency, the commission has included these requirements in both this Section and Section 5.4.6.

Section 6.1.3.3 – Non-Standard Discretionary Service Charges Other than Construction Service Charges

The REP Coalition recommended that the title of this Section be renamed to DISCRETIONARY CHARGES OTHER THAN CONSTRUCTION SERVICE CHARGES. As with their argument regarding changes to the heading of Section 6.1.2.3, the REP Coalition argued that the Discretionary Services appearing under this heading are the charges for utility-specific Discretionary Services that do not appear in standardized Sections 6.1.2.1 and 6.1.3.1; therefore, the proposed revisions to these headings in Chapter 6 are potentially misleading as the terms Standard (in Section 6.1.2.3) and Non-Standard (in Section 6.1.3.3) incorrectly modify those Section headings.

Commission response

The commission agrees with the REP Coalition that using the Standard/Non-Standard terminology for Discretionary Service Charges in Section 6.1.2.3 and 6.1.3.3 could cause confusion. Consistent with the response made to earlier comments by the Joint TDUs, the commission replaces the title NON-STANDARD DISCRETIONARY SERVICE CHARGES OTHER THAN CONSTRUCTION SERVICE CHARGES in Section 6.1.3.3 with COMPANY-SPECIFIC DISCRETIONARY SERVICE CHARGES OTHER THAN CONSTRUCTION SERVICE CHARGES. This is consistent with the title of Section 6.1.2.3.

All comments, including any not specifically referenced herein, were fully considered by the commission. In adopting this Section, the commission has made changes not discussed above for the purpose of clarifying its intent.

This amendment is adopted under the Public Utility Regulatory Act, Texas Utilities Code Annotated §14.002 (West 2007 and Supp. 2014) (PURA), which provides the commission with the authority to make and enforce rules reasonably required in the exercise of its powers and jurisdiction; and specifically, PURA §14.001, which provides the commission with the general power to regulate and supervise the business of each public utility within its jurisdiction and to do anything specifically designated or implied by PURA that is necessary and convenient to the exercise of that power and jurisdiction; PURA §32.101, which requires an electric utility to file its tariff with each regulatory authority; PURA §38.001, which requires an electric utility to furnish service, instrumentalities, and facilities that are safe, adequate, efficient, and reasonable; PURA §38.002, which grants the commission the authority, on its own motion or on complaint and after reasonable notice to adopt just and reasonable standards, classifications, rules, or practices an electric utility must follow in furnishing a service; PURA §39.107, which establishes customer choice in a service area; and PURA §39.203 which grants the commission the authority to establish reasonable and comparable terms and conditions for open access on distribution facilities for all retail electric utilities offering customer choice.

Cross Reference to Statutes: Public Utility Regulatory Act §§14.002, 14.001, 32.101, 38.001, 38.002, 39.107, and 39.203.

§25.214. Terms and Conditions of Retail Delivery Service Provided by Investor Owned Transmission and Distribution Utilities.

- (a) **Purpose.** The purpose of this section is to implement Public Utility Regulatory Act (PURA) §39.203 as it relates to the establishment of non-discriminatory terms and conditions of retail delivery service, including delivery service to a Retail Customer at transmission voltage, provided by a transmission and distribution utility (TDU), and to standardize the terms of service among TDUs. A TDU shall provide retail delivery service in accordance with the terms and conditions set forth in this section to those Retail Customers participating in the pilot project pursuant to PURA §39.104 on and after June 1, 2001, and to all Retail Customers on and after January 1, 2002. By clearly stating these terms and conditions, this section seeks to facilitate competition in the sale of electricity to Retail Customers and to ensure reliability of the delivery systems, customer safeguards, and services.
- (b) **Application.** This section, which includes the pro-forma tariff set forth in subsection (d) of this section, governs the terms and conditions of retail delivery service by all TDUs in Texas. The terms and conditions contained herein do not apply to the provision of transmission service by non-ERCOT utilities to retail customers.
- (c) **Tariff.** Each TDU in Texas shall file with the commission a tariff to govern its retail delivery service using the pro-forma tariff in subsection (d) of this section. The provisions of this tariff are requirements that shall be complied with and offered to all REPs and Retail Customers unless otherwise specified. TDUs may add to or modify only

Chapters 2 and 6 of the tariff, reflecting individual utility characteristics and rates, in accordance with commission rules and procedures to change a tariff; however the only modifications the TDU may make to 6.1.2.1 are to insert the commission-approved rates. Additionally, in Company specific discretionary service filings, Company shall propose timelines for discretionary services to the extent applicable and practical. Chapters 1, 3, 4, and 5 of the pro-forma tariff shall be used exactly as written. These chapters can be changed only through the rulemaking process. If any provision in Chapter 2 or 6 conflicts with another provision of Chapters 1, 3, 4, and 5, the provision found in Chapters 1, 3, 4, and 5 shall apply, unless otherwise specified in Chapters 1, 3, 4, and 5.

(d) Pro-forma Retail Delivery Tariff.

Tariff for Retail Delivery Service

Figure: 16 TAC §25.214(d)

This agency hereby certifies that the adoption has been reviewed by legal counsel and found to be a valid exercise of the agency's legal authority. It is therefore ordered by the Public Utility Commission of Texas that §25.214, relating to Terms and Conditions of Retail Delivery Service Provided by Investor Owned Transmission and Distribution Utilities is hereby adopted with changes to the text as proposed.

SIGNED AT AUSTIN, TEXAS the __25th__ day of JUNE 2014.

PUBLIC UTILITY COMMISSION OF TEXAS

DONNA L. NELSON, CHAIRMAN

KENNETH W. ANDERSON, JR., COMMISSIONER

BRANDY D. MARTY, COMMISSIONER