

**PROJECT NO. 38674**

<b>RULEMAKING RELATING TO</b>	<b>§</b>	<b>PUBLIC UTILITY COMMISSION</b>
<b>AMENDMENTS TO CUSTOMER</b>	<b>§</b>	
<b>PROTECTION RULES RELATING TO</b>	<b>§</b>	<b>OF TEXAS</b>
<b>ADVANCED METERS</b>	<b>§</b>	

**PROPOSAL FOR PUBLICATION OF AMENDMENTS TO §25.214 AND §25.474  
AS APPROVED AT THE APRIL 29, 2011 OPEN MEETING**

The Public Utility Commission of Texas (commission) proposes amendments to §25.214, relating to Terms and Conditions of Retail Delivery Service Provided by Investor Owned Transmission and Distribution Utilities (Tariff For Retail Delivery Service), and §25.474, relating to Customer Protection Rules for Retail Electric Service. The proposed amendments will increase the benefits and functionality of the advanced metering system (AMS) to customers by allowing many service requests for customers with AMS to be carried out on Saturdays and requiring transmission and distribution utilities (TDUs) to perform such service requests more quickly. In addition, the proposed amendments will make changes relating to prepaid service, including changes that require the REP to disclose to the customer that the customer will not receive a bill and may request a summary of usage and payment. This rule is a competition rule subject to judicial review as specified in Public Utility Regulatory Act (PURA) §39.001(e). Project Number 38674 is assigned to this proceeding.

Ms. Therese Harris, Retail Market Analyst, Competitive Markets Division has determined that for each year of the first five-year period the amendments are in effect, the enforcement and administration of the amendments will not have a foreseeable impact on the costs or revenues of state or local governments.

Ms. Harris has also determined that for each year of the first five years that the amendments are in effect the public benefit anticipated as a result of enforcing the amendments will substantially outweigh the probable economic cost to persons required to comply with the amendments. The amendments will take advantage of the functionality of AMS to provide better service to customers in several ways.

Significant benefits result from amending §25.214 of this title, as proposed in this notice. An AMS Operational Day is created which is defined as any day but Sunday or a holiday (Non-Business Day as defined in §25.214). AMS service requests to be processed during an AMS Operational Day include: Move- In, Move-Out, Reconnect for Non-Pay, and Switch transactions.

Same day Move-In and Move-Out would be standard service where there is a provisioned advanced meter with remote disconnect/reconnect capability, if the amendments are adopted. This increased flexibility reduces the risk that customers will be without service when they need it and increases savings by allowing the customer to schedule service much closer to the time they require it. Reconnect for Non-Pay will be available 24/7 and considered standard service where there is a provisioned advanced meter with remote disconnect/reconnect capability.

Customers with provisioned advanced meters with remote disconnect/reconnect capability would benefit from an expedited ability to switch from one retail electric provider (REP) to another. Customers wishing to switch to products with more favorable rates or better suited to their individual needs will now be able to schedule a same day switch. To facilitate a same day switch, §25.474 and §25.214 will be amended to require ERCOT to set the first available switch

date to day zero from day three, and the right of rescission will be removed except where provided for by the Federal Trade Commission's Trade Regulation Rule Concerning a Cooling Off Period for Door-to-Door Sales (16 C.F.R. Part 429).

There will be no adverse economic effect on small businesses or micro-businesses as a result of enforcing the amendments. Therefore, no regulatory flexibility analysis is required. The amendments do not require REPs to set their business hours to match the expanded hours in the AMS operational day. There may be economic costs to persons who are required to comply with the amendments, but they will vary among persons, be very difficult for the commission to quantify, and be relatively small. The amendments will require REPs to change their contract documents and may require changes to their internal procedures. It is expected, however, that REPs will benefit from streamlined internal procedures with fewer customer initiated right of rescission requests to process and improved service to their customers. The commission believes that the benefits accruing from implementation of the proposed amendments will greatly outweigh the costs.

Ms. Therese Harris has also determined that for each year of the first five years the amendments are in effect, a TDU may require a few additional office personnel or use additional contract services to cover the expanded AMS Operational Day. However, it is also anticipated that as deployment of advanced meters continues to progress on a widespread basis, fewer field personnel will be required since meter reading and service requests such as Move-In, Move-Out, Reconnect for Non Pay, and switch requests will be accomplished remotely. There should be no

effect on a local economy and therefore no local employment impact statement is required under Administrative Procedure Act (APA), Texas Government Code §2001.022.

The commission staff will conduct a public hearing on this rulemaking, if requested pursuant to the Administrative Procedure Act, Texas Government Code §2001.029, at the commission's offices located in the William B. Travis Building, 1701 North Congress Avenue, Austin, Texas 78701 on Thursday, July 7, 2011. The request for a public hearing must be received within 31 days after publication.

Initial comments on the proposed amendments may be submitted to the Filing Clerk, Public Utility Commission of Texas, 1701 North Congress Avenue, P.O. Box 13326, Austin, Texas 78711-3326, within 31 days after publication. Sixteen copies of comments to the proposed amendment are required to be filed pursuant to §22.71(c) of this title. Reply comments may be submitted within 45 days after publication. Comments should be organized in a manner consistent with the organization of the amended rules. The commission invites specific comments regarding the costs associated with, and benefits that will be gained by, implementation of the proposed amendments. The commission will consider the costs and benefits in deciding whether to adopt the amendments. All comments should refer to Project Number 38674.

The amendments are proposed under the Public Utility Regulatory Act, Texas Utilities Code Annotated §14.002 (Vernon 2007 & Supplement 2010) (PURA), which provides the commission with the authority to make and enforce rules reasonably required in the exercise of its powers and

jurisdiction and, in particular, §17.004 and §39.101, which direct the commission to implement customer protections for electric customers; §14.001, which gives the commission the general power to regulate and supervise the business of each public utility within its jurisdiction; and §32.101, which requires an electric utility to file its tariff with the commission.

Cross Reference to Statutes: Public Utility Regulatory Act §§14.001, 14.002, 17.004, 32.101, 36.003, and 39.101.

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

(a)-(c) (No change.)

(d) **Pro-forma Retail Delivery Tariff.**

**Tariff for Retail Delivery Service**

**CHAPTER 1: DEFINITIONS**

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

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

**AFFILIATED RETAIL ELECTRIC PROVIDER.** A retail electric provider that is affiliated with or the successor in interest of an electric utility certificated to serve an area.

**ADVANCED METERING SYSTEM (AMS) OPERATIONAL DAY.** Any day but Sunday or a Non-Business Day as defined in Section 3.18 NON-BUSINESS DAY DESIGNATIONS.

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

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

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

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

**BUSINESS DAY.** Any day on which Company's corporate offices are open for business.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**FIELD OPERATIONAL DAY.** The normal hours of operation for field services at the Company.

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

**HOME AREA NETWORK (HAN) PROVISIONED METER:** An advanced meter as defined in P.U.C. Subst. R. 25.130, Advanced Metering, that has been deployed by the Company, and for which the HAN communications are optional.

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

**Kilovolt Amperes or kVA.** 1000 Volt-Amperes.

**KILOWATT or kW.** 1000 Watts.

**KILOWATT-HOUR or kWh.** 1000 Watt-hours.

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

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

**METER DATA.** All data contained within the Meter.

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

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

**METER READING SCHEDULE.** No later than December 15 of each calendar year, Company shall post its schedule for reading each meter on its website so that Competitive Retailers and Retail Customers may access it. Company shall notify Competitive Retailer of any

changes to this schedule 60 days prior to the proposed change. Company is responsible for reading the Meter within two Business Days of the date posted in this schedule.

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

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

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

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

**Point of Supply.** The point at which Electric Power and Energy enters the Delivery System.

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

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

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

**PURA.** Public Utility Regulatory Act, Texas Utilities Code Annotated.

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

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

**RETAIL CUSTOMER.** An end-use customer who purchases Electric Power and Energy and ultimately consumes it. Whenever used in the context of Construction Services, the term Retail Customer also includes property owners, builders, developers, contractors, governmental entities, or any other organization, entity, or individual that is not a Competitive Retailer making a request for such services to the Company.

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

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

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

**RETAIL SEASONAL AGRICULTURAL CUSTOMER.** A customer whose Demand is subject to significant seasonal variation and that is primarily engaged in producing crops or processing crops subsequent to their harvest to prepare or store them for market or other processing, including, but not limited, to cotton ginning, irrigation, and the drying or storing of rice and grain. To be qualified as an irrigation customer under this definition, the pumping load must be for water that is used to raise agricultural crops.

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

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

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

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

**SETTLEMENT ~~SETTLMENT~~ PROVISIONED METER:** An advanced meter as defined in P.U.C. Subst. R. 25.130, Advanced Metering, that has been deployed by the Company, and for which 15-minute interval data is sent to and accepted by ERCOT for settlement purposes. The Settlement Provisioned Meter is also referred to as a Provisioned Advanced Meter.

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

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

- (1) The Retail Customer's Electrical Installation is known to be hazardous under applicable Codes, or is of such character that satisfactory Delivery System Service cannot be provided consistent with Good Utility Practice, or interferes with the service of other Retail Customers, or unless a known dangerous condition exists as long as it exists; or
- (2) The Competitive Retailer is not eligible for Delivery Service under Section 4.3.1, ELIGIBILITY or the Competitive Retailer or Retail Customer is in default under this Tariff. Retail Customer is considered to be in default if Retail Customer fails to satisfy any material obligation under this Tariff after being given notice of the failure and at least ten days to cure.

Company shall provide service and if ~~if~~ a charge has been authorized by the Commission, Company may assess a charge for service connection pursuant to Section 6.1, RATE SCHEDULES.

~~Requests for new Delivery System Service made by Competitive Retailer on behalf of Retail Customer which include the corresponding TX SET code for standard service, and are received by Company at least two Business Days prior to the Competitive Retailer's requested date shall be completed no later than the requested date. Requests received after 5:00 PM CPT or on a day that is not a Business Day, shall be considered received on the next Business Day. If the request is received less than two Business Days prior to the requested date, the Move In will be scheduled for the Business Day that is two Business Days after the date the request is received.~~

~~If the requested date is not a Business Day, the Move In will be scheduled for the first Business Day following the requested date. This service is not available if inspections and permits, or other construction is required.~~

#### **4.3.12.1 MOVE OUT REQUEST**

In the event that Retail Customer is vacating the Premises and Competitive Retailer no longer desires to be associated with the Point of Delivery, Competitive Retailer shall notify the Registration Agent of the date Competitive Retailer desires Company to discontinue Delivery Service to a particular Point of Delivery through a move-out transaction; and- Company shall discontinue Delivery Service to the Point of Delivery in accordance with Section 6.1. ~~on the requested date provided the Company receives the transaction at least two Business Days prior to the requested date. A transaction received after 5:00 PM CPT on a Business Day, or on a day that is not a Business Day, will be considered received on the next Business Day. If the request is received less than two Business Days prior to the requested date, the Move-Out will be scheduled for the Business Day that is two Business Days after the date the request is received. If the requested date is not a Business Day, the move-out will be scheduled for the first Business Day following the requested date.~~ Competitive Retailer shall not be responsible for any Delivery Services provided to that Point of Delivery after the move-out is effectuated unless specifically requested by the Competitive Retailer, and applicable to the time the Competitive Retailer was the Competitive Retailer of Record.

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

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

~~For premises without a provisioned advanced meter, for premises with a provisioned advanced meter without remote disconnect/connect capabilities, and for premises with a provisioned advanced meter that Company cannot successfully communicate with at the time Company attempts to execute the request by using Company's advanced metering system, standard reconnect requests received by Company by 2:00 PM CPT on a Business Day shall be reconnected that day. For such premises, standard reconnect requests received by Company after 2:00 PM CPT on a Business Day shall be reconnected that day, if possible, but no later than the close of Company's next field operational day.~~

~~For premises with a provisioned advanced meter with remote disconnect/connect capabilities and for which the Company can successfully communicate with that provisioned advanced meter at the time Company attempts to execute the request by using Company's advanced metering system, standard reconnect requests received by Company from 8:00 AM CPT to 7:00 PM CPT on a Business Day shall be reconnected within 2 hours of receipt of a request.~~

~~For premises with a provisioned advanced meter with remote disconnect/connect capabilities where the Competitive Retailer provides prepaid service under P.U.C. SUBST. R. 25.498, Retail Electric Service Using a Customer Prepayment Device or System, standard reconnect requests received by the Company from 8:00 AM~~

~~CPT to 7:00 PM CPT on a Business Day shall be reconnected within 1 hour of receipt of request.~~

~~For all premises, standard reconnect requests received by Company between 2:00 PM CPT and 5:00 PM CPT on a Business Day shall be reconnected that day if possible, but no later than the close of Company's next field operational day. Standard reconnect requests received by Company after 7:00 PM CPT or on a day that is not a Business Day may be considered received at 8:00 AM CPT on the next Business Day.~~

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

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

- (1) The Retail Customer's electrical installation is known to be hazardous under applicable Codes, or is of such character that satisfactory Delivery System Service cannot be provided consistent with Good Utility Practice, or interferes with the service of other Retail Customers; or unless a known dangerous condition exists as long as it exists; or
- (2) The Competitive Retailer is not eligible for Delivery Service under Section 4.3.1, ELIGIBILITY or the Competitive Retailer or Retail Customer is in default under this Tariff. Retail Customer is considered to be in default if Retail Customer fails to satisfy any material obligation under this Tariff after being given notice of the failure and at least ten days to cure.

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

~~Requests for new Delivery System Service which include the corresponding TX SET code for standard service, and are received by Company at least two Business Days prior to the Competitive Retailer's requested date shall be completed no later than the requested date. Requests received after 5:00 PM CPT or on a day that is not a Business Day, shall be considered received on the next Business Day. If the request is received less than two Business Days prior to the requested date, the Move-In will be scheduled for the Business Day that is two Business Days after the date the request is received. If the requested date is not a Business Day, the Move-In will be scheduled for the first Business Day following the requested date. This service is not available if inspections and permits, or other construction is required.~~

## 6.1.2 DISCRETIONARY CHARGES

### 6.1.2.1 STANDARD DISCRETIONARY SERVICES

#### i. Charges Billed by Company to Competitive Retailer

The Discretionary Service Charges listed below are charges for which the Company shall bill the Competitive Retailer upon completion of the service. All charges for the services in 6.1.2 are included in the rates herein. No additional charges (such as processing fees, copying fees, etc.) shall apply. Company shall uniformly apply the standard TX SET code that corresponds to each service below on all invoices for such service. The revisions to this ~~This~~ section shall

become effective on the date for implementation of TX SET version 4.0 July 1, 2010.

Charge No.	Name and Description	Amount
	<p>Company shall be open for normal business Monday – Friday 8:00 AM – 5:00 PM <u>except on holidays designated in Section 3.18, NON-BUSINESS DAY DESIGNATIONS.</u> Company shall also be available to process and respond to service requests as provided in this chapter. <u>and available for Priority/Same-Day requests Monday – Friday 5:00 PM – 10:00 PM except on holidays designated in Section 3.18, NON-BUSINESS DAY DESIGNATIONS.</u> Company shall be available for emergencies at all times. This shall not preclude Company from staffing at additional times.</p>	
<b>Connection Charges (Move-in)</b>		
	<p><u>Standard Move-In</u></p> <p><u>Premises with a Provisioned Advanced Meter with Remote Disconnect/Reconnect Capabilities</u>                      A request to energize a Retail Customer's connection to the Delivery System made by Competitive Retailer on behalf of Retail Customer that include the corresponding TX SET code for standard service shall be completed on the requested date, <u>except as provided below.</u> Requests received after 7 PM CPT or on a day that is not an AMS Operational Day shall be considered received on the next AMS Operational Day. If the requested date is not an AMS Operational Day, the Move-In will be scheduled for the first AMS Operational Day following the requested date.</p> <p><u>If Company is unable to successfully communicate with a Provisioned Advanced Meter, the request shall be completed no later than the current Field Operational Day if request is received by 2:00 PM on an AMS Operational Day. Standard move-in requests received by Company after 2:00 PM CPT on an AMS Operational Day shall be completed that day if possible, but no later than the close of Company's next Field Operational Day.</u></p> <p><u>Premises without a Provisioned Advanced Meter with Remote Disconnect/Reconnect Capabilities</u>                      Applicable to requests to energize a Retail Customer's connection to the Delivery System where at least two Business Days notice has been provided. Such requests, which include the corresponding TX SET code for standard service, and are received by Company at least two Business Days prior to the Competitive Retailer's requested date shall be completed no later than the requested date. Requests received after 5:00 PM CPT or on a day that is not a Business Day, shall be considered received on the next Business Day. If the request is received less than two Business Days prior to the requested date, the Move-In will be scheduled for the Business</p>	

	<p>Day that is two Business Days after the date the request is received. If the requested date is not a Business Day, the Move-In will be scheduled for the first Business Day following the requested date.</p> <p><u>For all Premises, these <del>This service is not available</del> timelines apply if required inspections, <del>and</del> permits, or other construction <del>have been is completed</del> required.</u></p> <ul style="list-style-type: none"> <li>i. Self-Contained Meter (existing) \$x.xx</li> <li>ii. Self-Contained Meter (new) \$x.xx</li> <li>iii. CT/Other Meter (existing) \$x.xx</li> <li>iv. CT/Other Meter (new) \$x.xx</li> </ul>	
	<p><b>Priority Move-In</b></p> <p><u><b>Premises with a Provisioned Advanced Meter with Remote Disconnect/Reconnect Capabilities</b></u>  <u>A request to energize a Retail Customer's connection to the Delivery System that includes the TX SET priority code designation for priority service shall be completed on the requested date, provided that the request is received by 5:00 PM CPT on the requested date and the requested date is a Business Day. Requests shall be completed in this manner regardless of whether the Company is able to successfully communicate with the Provisioned Advanced Meter. Requests received after 5:00 PM CPT, or on a day that is not a Business Day, shall be considered received on the next AMS Operational Day. These timelines apply at an existing Premise with an existing Meter if inspections, permits, or other construction have been completed.</u></p> <p><u><b>Premises without a Provisioned Advanced Meter with Remote Disconnect/Reconnect Capabilities</b></u>          Applicable to requests to energize a Retail Customer's connection to the Delivery System where less than two Business Days notice has been provided. Such request shall include the TX SET priority code designation for priority service. Company shall complete Priority Connections on the requested date, provided that the request was received by 5:00 PM CPT of that Business Day. If service is not provided on the Business Day the request is received, the Priority Connection <u>request</u> shall be completed by no later than close of business of the next Business Day. Requests received after 5:00 PM CPT or on a day that is not a Business Day, shall be considered received on the next Business Day.</p> <p><u>For all Premises, this <del>This</del> service is <del>only</del> available <u>only</u> at an existing Premises with an existing Meter. It is not available if inspections and permits, or other construction is required.</u></p> <ul style="list-style-type: none"> <li>i. Self-Contained Meter (existing) \$x.xx</li> <li>ii. CT/Other Meter (existing) \$x.xx</li> </ul>	
<b>Disconnection Charges</b>		
	<b>Move-Out</b>	<b>Charge</b>

	<p><b><u>Premises with a Provisioned Advanced Meter with Remote Disconnect/Reconnect Capabilities</u></b>  <u>The Company shall discontinue Delivery Service to the Point of Delivery on the date requested by Competitive Retailer. A transaction received after 7:00 PM CPT on an AMS Operational Day or on a day that is not an AMS Operational Day will be considered received on the next AMS Operational Day. If the requested date is not an AMS Operational Day, the move-out will be scheduled for the first AMS Operational Day following the requested date.</u></p> <p><u>If Company is unable to successfully communicate with the Provisioned Advanced Meter, the request shall be completed no later than the current Field Operational Day if request is received by 2:00 PM on an AMS Operational Day. Standard move-out -requests received by Company after 2:00 PM CPT -on an AMS Operational Day shall be completed that day if possible, but no later than the close of Company's next Field Operational Day.</u></p> <p><b><u>Premises without a Provisioned Advanced Meter with Remote Disconnect/Reconnect Capabilities</u></b>                  Company shall discontinue Delivery Service to the Point of Delivery on the requested date provided the Company receives the transaction at least two Business Days prior to the requested date. A transaction received after 5:00 PM CPT on a Business Day, or on a day that is not a Business Day, will be considered received on the next Business Day. If the request is received less than two Business Days prior to the requested date, the Move-Out will be scheduled for the Business Day that is two Business Days after the date the request is received. If the requested date is not a Business Day, the move-out will be scheduled for the first Business Day following the requested date.</p>	<p>applicable to requests to de-energize service on a move-out is included in the move-in charge.</p>
	<p><b>Customer Requested Clearance</b>                  Applicable to requests to de-energize/re-energize Company facilities to allow Retail Customer or Retail Customer's contractor to work near Company or on or near Retail Customer's electrical facilities. Requests for Clearance shall be filled on the requested date provided Company receives the request on a Business Day that is not later than three Business Days prior to the requested date. Notices received after 5:00 PM CPT, or on a day that is not a Business Day, will be considered received on the next Business Day. If the requested date is not a Business Day, or if the Company receives the request with less than three Business Days prior notice, or the clearance cannot be safely performed on the requested date, Company will accommodate the request based on mutual agreement with the requesting party at charges as calculated. All charges include the cost for de-energizing and re-energizing facilities.</p> <ul style="list-style-type: none"> <li>i. With three Business Days notice (residential)</li> <li>ii. With three Business Days notice (non-residential)</li> <li>iii. With less than three Business Days notice</li> </ul>	<p>As Calculated*                  As Calculated*                  As Calculated*</p>
<b>Disconnect / Reconnect for Non-Pay Charges</b>		
	<p><b>Disconnect for Non-Pay (DNP)</b>                  Applicable to requests from Competitive Retailer to de-energize</p>	

service to Retail Customer due to Retail Customer's failure to pay charges billed by its Competitive Retailer or Company.

**Premises with a Provisioned Advanced Meter with Remote Disconnect/Reconnect Capabilities**

A DNP requested by Competitive Retailer shall be completed within two hours of receipt on the requested date provided Company receives the request no later than 2:00 PM CPT on the requested date and provided that the requested date is a Business Day. Requests received after 2:00 PM CPT on the requested date, or on a day that is not a Business Day, will be completed no later than 8:00 AM CPT on the next Business Day.

If Company is unable to successfully communicate with a Provisioned Advanced Meter and the DNP request was received by 2:00 PM CPT on a Business Day, the request shall be completed no later than 4:00 PM CPT on the current Business Day if possible, but no later than 4:00 PM CPT the following Business Day. Disconnect requests received by Company after 2:00 PM CPT on a Business Day shall be completed that day if possible but no later than 4:00 pm CPT on Company's next business day.

**Premises without a Provisioned Advanced Meter with Remote Disconnect/Reconnect Capabilities**

~~For premises without a provisioned advanced meter and for premises with a provisioned advanced meter without remote disconnect/connect capabilities, if the DNP is requested by the Competitive Retailer, The the DNP request shall be completed within three Business Days of the requested date, provided Company receives the request at least two Business Days before the requested date. Notices received after 5:00 PM CPT, or on a day that is not a Business Day, will be considered received on the next Business Day.~~

~~For premises with a provisioned advanced meter with remote disconnect/connect capabilities and for which that Company can successfully communicate with that provisioned advanced meter at the time Company attempts to execute the request by using Company's advanced metering system, if the DNP is requested by the Competitive Retailer, the request shall be completed within 2 hours of receipt of request on the requested date provided Company receives the request no later than 2:00 PM CPT on the requested date and provided that the requested date is a Business Day. Requests received after 2:00 PM CPT on the requested date, or on a day that is not a Business Day, will be completed no later than 8:00 AM CPT on the next Business Day. If Company cannot successfully communicate with the provisioned advanced meter at the time Company attempts to execute the request by using Company's advanced metering system, the request shall be completed within three Business Days of the requested date.~~

For all ~~Premises~~premises, Company shall not disconnect a ~~Premise~~premise before the requested date and shall not disconnect a

	<p><del>Premise premise</del> on the Business Day immediately preceding a holiday. <u>Company shall not complete a DNP request between the hours of 4:00 PM and 7:00 AM CPT.</u></p> <p>If the DNP is performed by Company due to Retail Customer's non-payment of a charge billed directly by Company to the Retail Customer, or because the Retail Customer has not fulfilled its obligations under a contract entered into between Company and the Retail Customer, these charges shall not be billed to the Competitive Retailer.</p> <p><u>At Meter</u></p> <ul style="list-style-type: none"> <li>i. Standard Disconnect</li> <li>ii. Same Day Disconnect</li> </ul> <p><u>At Premium Location (i.e., pole, weatherhead, secondary box)</u></p> <ul style="list-style-type: none"> <li>i. Standard Disconnect</li> <li>ii. Same Day Disconnect</li> </ul>	<p>\$x.xx \$x.xx</p> <p>\$x.xx \$x.xx</p>
	<p><b>Reconnect After DNP</b></p> <p>Applicable to requests to re-energize service to Retail Customer after Retail Customer has been disconnected for non-payment. Company shall complete reconnection no later than 48 hours from the time the request is received. However, if this requirement results in the reconnection being performed on a day that is not a Business Day, an additional charge for non-Business Day connection will also apply.</p> <p><b>Standard Reconnect:</b></p> <p><u>Premises with a Provisioned Advanced Meter with Remote Disconnect/Reconnect Capabilities</u></p> <p><del>For premises without a provisioned advanced meter, for premises with a provisioned advanced meter without remote disconnect/connect capabilities, and for premises with a provisioned advanced meter for which that Company cannot successfully communicate with that provisioned advanced meter at the time Company attempts to execute the request by using Company's advanced metering system, standard reconnect requests received by Company by 2:00 PM CPT on a Business Day shall be reconnected that day.</del></p> <p><del>For premises with a provisioned advanced meter with remote disconnect/connect capabilities and for which Company can successfully communicate with that provisioned advanced meter at the time Company attempts to execute the request by using Company's advanced metering system, standard reconnect Requests requests received by Company from 8:00 AM CPT to 7:00 PM CPT on a Business Day shall be reconnected within 2 hours of receipt of request.</del></p>	

	<p>For <del>Premises</del> <del>premises</del> <del>with a provisioned advanced meter with remote disconnect/connect capabilities</del> where the Competitive Retailer provides prepaid service under P.U.C. SUBST. R. 25.498, standard reconnect requests <del>received by the Company from 8:00 AM CPT to 7:00 PM CPT on a Business Day</del> shall be reconnected within 1 hour of receipt of request.</p> <p><u>If Company is unable to successfully communicate with a Provisioned Advanced Meter, the request shall be completed no later than the current Field Operational Day if request is received by 2:00 PM on a Business Day. A standard reconnect request received by Company after 2:00 PM CPT on a Business Day shall be performed that day if possible, but no later than the close of Company's next Field Operational Day.</u></p> <p><u>Same day reconnect requests are considered standard for Premises with a Provisioned Advanced Meter.</u></p> <p><b><u>Premises without a Provisioned Advanced Meter with Remote Disconnect/Reconnect Capabilities</u></b>  <u>Standard reconnect requests received by Company by 2:00 PM CPT on a Business Day shall be performed that day.</u>  <del>For all premises, Standard standard</del> reconnect requests received by Company after 2:00 PM CPT on a Business Day shall be <del>performed/reconnected</del> that day if possible, but no later than the close of Company's next <del>Field field-Operational operational-Dayday</del>. Standard reconnect requests received by Company after 7:00 PM CPT or on a day that is not a Business Day <del>shall be maybe</del> considered received <u>at 8 am CPT</u> on the next Business Day.</p> <p><b>Same Day Reconnect:</b></p> <p><b><u>Premises without a Provisioned Advanced Meter with Remote Disconnect/Reconnect Capabilities</u></b>          Same day reconnect requests received by Company prior to 5:00 PM CPT on a Business Day shall be reconnected no later than the close of Company's <del>Field field-Operational operational-Dayday</del>.</p> <p style="padding-left: 40px;"><u>At Meter</u></p> <ul style="list-style-type: none"> <li>i. Standard Reconnect</li> <li>ii. Same Day Reconnect</li> <li>iii. Weekend</li> <li>iv. Holiday</li> </ul> <p style="padding-left: 40px;"><u>At Premium Location (i.e., pole, weatherhead, secondary box)</u></p> <ul style="list-style-type: none"> <li>i. Standard Reconnect</li> <li>ii. Same Day Reconnect</li> <li>iii. Weekend</li> <li>iv. Holiday</li> </ul> <p>NOTE: In no event shall Company fail to reconnect service within 48 hours after a reconnection request is received.</p>	<p>\$x.xx</p> <p>\$x.xx</p> <p>\$x.xx</p> <p>\$x.xx</p> <p>\$x.xx</p> <p>\$x.xx</p> <p>\$x.xx</p> <p>\$x.xx</p>
<b>Meter Test Charge</b>		

	<p>Applicable to Meter tests performed at the request of Competitive Retailer or Retail Customer in accordance with Section 4.7.4, METER TESTING.</p> <p><u>Self-contained Meter – Company owned</u></p> <p>i. First test within the previous four years</p> <p>ii. Found outside of the accuracy standards</p> <p>iii. All other</p> <p><u>CT/Other Meter – Company owned</u></p> <p>i. First test within the previous four years</p> <p>ii. Found outside of the accuracy standards</p> <p>iii. All other</p> <p><u>Competitive Meter</u></p>	<p>\$0.00</p> <p>\$0.00</p> <p>\$x.xx</p> <p>\$0.00</p> <p>\$0.00</p> <p>\$x.xx</p> <p>\$x.xx</p>
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Out-of-Cycle Meter Read Charges		
	<p><b>Re-Reads</b> Applicable to requests to re-read Retail Customer’s Meter to verify the accuracy of Company’s Meter Reading. The re-read shall be completed within five Business Days of Company’s receipt of the request.</p> <ul style="list-style-type: none"> <li>i. Meter Reading found to be in error</li> <li>ii. Meter Reading found to be accurate</li> </ul>	<p>\$0.00 \$x.xx</p>
	<p><b>Out-of-cycle Meter Read for the Purpose of a Self-Selected Switch</b> Applicable to requests to read Retail Customer’s Meter on a date other than Company’s regularly scheduled monthly Meter Reading date for the purpose of a switch of a Retail Customer’s account to a new Competitive Retailer on a date certain.</p> <p><u><b>Retail Customer with a Provisioned Advanced Meter with Remote Disconnect/Reconnect Capabilities</b></u> Company shall perform the Meter Read on Competitive Retailer’s requested date, provided the requested date is an AMS Operational Day and Company receives the request prior to 7:00 PM CPT on the requested date. Notices received after 7:00 PM CPT or on a day that is not an AMS Operational Day will be considered received on the next AMS Operational Day. <u>If the requested date is not an AMS Operational Day, the out-of-cycle Meter Read will be scheduled for the first AMS Operational Day following the requested date.</u></p> <p><u><b>Retail Customer without a Provisioned Advanced Meter</b></u> Company shall perform the Meter Read on the Competitive Retailer’s requested date, provided the Company receives the request on a Business Day that is not later than two Business Days prior to the requested date. Notices received after 5:00 PM CPT, or on a day that is not a Business Day, will be considered received on the next Business Day. If the requested date is not a Business Day, the out-of-cycle Meter Read will be scheduled for the first Business Day following the requested date.</p> <p>The meter read shall be performed in accordance with Section 4.3.4, CHANGING OF DESIGNATED COMPETITIVE RETAILER.</p> <p><u><b>Meter Read for the Purpose of a Standard Switch-All Meters</b></u> Applicable to requests to read Retail Customer’s Meter for the purpose of switching Retail Customer’s account to a new Competitive Retailer when the customer has not requested switching on a date certain. Company shall use on-cycle meter readings obtained during the three business days prior to the first available switch date (FASD) received from the Registration Agent or the four business days beginning with the FASD for customers whose meters were scheduled for on-cycle readings during that time, and shall perform a Meter Reading or Estimated Meter Reading within four business days beginning with the FASD for customers whose meters were not scheduled to be read during that</p>	<p><u>\$0.00</u></p> <p>\$x.xx</p> <p>\$0.00</p>

	<p>time. <a href="#">The FASD received from the Registration Agent is day zero unless otherwise specified.</a> The Meter Reading shall be performed in accordance with Section 4.3.4, CHANGING OF DESIGNATED COMPETITIVE RETAILER.</p> <p><b>Out-of-Cycle Meter Estimation for the Purpose of a Switch</b> due to denial of Access by Retail Customer</p> <p><b>Out-of-Cycle Estimate for the Purpose of a Mass Transition</b> Charges for estimation shall be charged to the exiting Competitive Retailer.</p>	<p>\$ x.xx</p> <p>\$x.xx</p>
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**§25.474. Selection of Retail Electric Provider.**

(a) – (c) (No change.)

(d) **Enrollment via the Internet.** For enrollments of applicants via the Internet, a REP or aggregator shall obtain authorization and verification of the move-in or switch request from the applicant in accordance with this subsection.

(1) – (4) (No change.)

(5) **Required authorization disclosures.** Prior to requesting confirmation of the move-in or switch request, a REP or aggregator shall clearly and conspicuously disclose the following information:

(A) - (H) (No change.)

(I) ~~in the case of a switch request, the applicant's right, pursuant to subsection (j) of this section, to review and rescind the terms of service within three federal business days, after receiving the terms of service, without penalty; and~~

~~(J) —~~ a statement that the applicant will receive a copy of the terms of service document via email or, upon request, via regular US mail, that will explain all the terms of the agreement; ~~and how to exercise the right of rescission, if applicable.~~

(J) if the customer is being enrolled for prepaid service as defined by §25.498(b)(7) of this title (relating to Prepaid Service), that the customer will not receive a bill and may request a summary of usage and payment.

(6) – (10) (No change.)

(11) After enrollment, the REP or aggregator shall send a confirmation, by email, of the applicant's request to select the REP. The confirmation email shall include:

~~(A) in the case of a switch, a clear and conspicuous notice of the applicant's right, pursuant to subsection (j) of this section, to review and rescind the terms of service within three federal business days, after receiving the terms of service without penalty and offer the applicant the option of exercising this right by toll-free number, email, Internet website, facsimile transmission or regular mail. This notice shall be accessible to the applicant without need to open an attachment or link to any other document; and~~

~~(B) the terms of service and Your Rights as a Customer documents. These~~

may be documents attached to the confirmation email, or the REP or aggregator may include a link to an Internet webpage containing the documents.

(e) **Written enrollment.** For enrollments of customers via a written letter of authorization (LOA), a REP or aggregator shall obtain authorization and verification of the switch or move-in request from the applicant in accordance with this subsection.

(1) – (4) (No change.)

(5) **Required authorization disclosures.** The LOA shall disclose the following information:

(A) – (H) (No change.)

~~(I) in the case of a switch, the applicant's right, pursuant to subsection (j) of this section, to review and rescind the terms of service within three federal business days, after receiving the terms of service, without penalty; and~~

~~(J) (I) a statement that the applicant will receive a written copy of the terms of service document that will explain all the terms of the agreement and how to exercise the right of rescission, if applicable; and~~

~~(J) if the customer is being enrolled for prepaid service as defined by §25.498(b)(7) of this title, that the customer will not receive a bill and may request a summary of usage and payment.~~

(6) (No change.)

(7) The following LOA form meets the requirements of this subsection if modified as appropriate for the requirements of paragraph (5)(G) of this subsection. Other versions may be used, but shall contain all the information and disclosures required by this subsection.

LETTER OF AUTHORIZATION

REP name and license number: \_\_\_\_\_  
Applicant billing name: \_\_\_\_\_  
Applicant billing address: \_\_\_\_\_  
Applicant service address: \_\_\_\_\_  
City, state, zip code: \_\_\_\_\_  
ESI ID, if available: \_\_\_\_\_

If applicable, name of individual legally authorized to act for customer and relationship to applicant: \_\_\_\_\_  
Telephone number of individual authorized to act for applicant: \_\_\_\_\_

\_\_\_\_ By initialing here, I acknowledge that I have read and understand the terms of service for the product for which I am enrolling.

\_\_\_\_ By initialing here, I acknowledge that I understand that the price I am agreeing to is \_\_\_\_\_ cents per kWh, the term of service that I am agreeing to is \_\_\_\_\_, that I will be required to pay a deposit in the amount of \$\_\_\_\_\_ in order to enroll, that I prefer to

receive information from my REP in English/Spanish (circle one), and that there is a penalty for early cancellation of \_\_\_\_\_ as specified by the terms of service.

\_\_\_\_\_ By initialing here and signing below, I am authorizing (name of new REP) to become my new retail electric provider and to act as my agent to perform the necessary tasks to establish my electric service account with (name of new REP). This authorization to establish or switch my provider of electric service extends to the following locations (list each service address):

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

**I have read and understand this Letter of Authorization and the terms of service that describe the service I will be receiving. I am at least eighteen years of age and legally authorized to select or change retail electric providers for the service address(s) listed above.**

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

~~**You have the right to review and, in the case of a switch request, rescind the terms of service within three federal business days, after receiving the terms of service, without penalty. You will receive a written copy of the terms of service document that will explain all the terms of the agreement and how to exercise the right of rescission before your electric service is switched to the REP.**~~

- (8) Before obtaining a signature from a customer, a REP shall:
- (A) provide to the applicant a reasonable opportunity to read the terms of service, Electricity Facts Label, [Prepaid Disclosure Statement \(PDS\)](#), ~~if applicable~~, and any written materials accompanying the terms of service document; and
  - (B) answer any questions posed by any applicant about information contained in the documents.
- (9) Upon obtaining the applicant's signature, a REP or aggregator shall immediately provide the applicant a legible copy of the signed LOA, and shall distribute or mail the terms of service document, Electricity Facts Label, ~~PDS, if applicable~~, and Your Rights as a Customer disclosure. If a written solicitation by a REP

contains the terms of service document, any tear-off portion that is submitted by the applicant to the REP to obtain electric service shall allow the applicant to retain the terms of service document.

(10) (No change.)

(f) **Enrollment via door-to-door sales.** A REP or aggregator that engages in door-to-door marketing at a customer's residence shall comply with the following requirements:

(1) (No change.)

(2) **Required authorization disclosures.** Prior to requesting verification of the applicant's authorization to enroll, a REP or aggregator shall comply with all of the authorization disclosure requirements in either subsections (e)(5) or (h)(1) ~~– (4) through (h)(4)~~ of this section and must also disclose that in the case of a switch, the applicant's right, pursuant to subsection (j) of this section, to review and rescind the terms of service within three federal business days, after receiving the terms of service, without penalty.

(3) **Verification of authorization for door-to-door enrollment.** A REP, or an independent third party retained by the REP, shall telephonically obtain and record all required verification information from the applicant to verify the applicant's decision to enroll with the REP in accordance with this paragraph.

(A) Electronically record on audiotape, a wave sound file, or other recording device the entirety of an applicant's verification. The verification call shall comply with the requirements in subsection (h)(5) of this ~~section~~subsection.

(B)-(F) (No change.)

~~(G) — If a REP has solicited service for prepaid service, an actual pre-payment by a customer may be substituted for a telephonic verification, provided that the pre-payment is not taken at the time of the solicitation by the sales representative that has obtained the authorization from the customer, and the REP has obtained a written LOA from the customer and can produce documentation of the pre-payment. The REP shall not submit a move-in or switch request until it has received the prepayment from the customer.~~

(g) (No change.)

(h) **Telephonic enrollment.** For enrollments of applicants via telephone solicitation, a REP or aggregator shall obtain authorization and verification of the move-in or switch request from the applicant in accordance with this subsection.

(1) – (3) (No change.)

(4) **Required authorization disclosures.** Prior to requesting verification of the move-in or switch request, a REP or aggregator shall clearly and conspicuously disclose the following information:

(A) – (G) (No change.)

~~(H) — in the case of a switch, the applicant's right, pursuant to subsection (j) of this section, to review and rescind the terms of service within three federal business days, after receiving the terms of service, without penalty; and~~

~~(H)~~—(H) a statement that the applicant will receive a written copy of the terms of service document that will explain all the terms of the agreement ~~and how to exercise the right of rescission, if applicable;~~ and

(I) if the customer is being enrolled for prepaid service, that the customer will not receive a bill and may request a summary of usage and payment.

(5) (No change.)

(i) (No change.)

(j) **Right of rescission.** A REP shall promptly provide the applicant with the terms of service document after the applicant has authorized the REP to provide service to the applicant and the authorization has been verified. For switch requests resulting from enrollment via door-to-door sales, the REP shall offer the applicant a right to rescind the terms of service without penalty or fee of any kind for a period of three federal business days after the applicant's receipt of the terms of service document as required by the Federal Trade Commission's Trade Regulation Rule Concerning a Cooling Off Period for Door-to-Door Sales (16 C.F.R. Part 429). The provider may assume that any delivery of the terms of service document deposited first class with the United States Postal Service will be received by the applicant within three federal business days. Any REP receiving an untimely notice of rescission from the applicant shall inform the applicant that the applicant has a right to select another REP and may do so by contacting that REP. The REP shall also inform the applicant that the applicant will be responsible for charges

from the REP for service provided until the applicant switches to another REP. The right of rescission is not applicable to an applicant requesting a move-in.

(k)- (m) (No change.)

(n) **Fees.** A REP, other than a municipally owned utility or an electric cooperative, shall not charge a fee to an applicant to switch to, select, or enroll with the REP unless ~~an~~the applicant without a Provisioned Advanced Meter requests an out-of-cycle meter read for the purpose of a self-selected switch. The registration agent shall not charge a fee to the end-use customer for the switch or enrollment process performed by the registration agent. The TDU shall not charge a fee for a review or adjustment described in subsection (q)(2) of this section. To the extent that the TDU assesses a REP a properly tariffed charge for connection of service, out-of-cycle meter read for self-selected switch requests, service order cancellations, or changes associated with the switching of service or the establishment of new service, any such fee may be passed on to the applicant or customer by the REP. A TDU shall not assess to a REP or an applicant any costs associated with a switch cancellation, including inadvertent gain fees, that results from the applicant's exercise of the three-day right of rescission. The TDU shall include such costs in the cost recovery mechanism described in subsection (p) of this section.

(o) **Use of actual meter read for the purpose of a switch.**

For Provisioned Advanced Meters where a daily meter read is not available and all other meters:

- (1) If an actual meter read occurs during the four business days beginning with the first available switch date determined by the registration agent, the TDU shall use that actual meter read for the purpose of completing a standard switch.
- (2) If an actual meter read occurred during the three business days prior to the first available switch date determined by the registration agent, the TDU shall use that actual meter read for the purpose of completing a standard switch.

(p) – (r) (No change.)

This agency hereby certifies that the proposal has been reviewed by legal counsel and found to be within the agency's legal authority to adopt.

**ISSUED IN AUSTIN, TEXAS ON THE 2<sup>nd</sup> DAY OF MAY, 2011 BY THE  
PUBLIC UTILITY COMMISSION OF TEXAS  
ADRIANA A. GONZALES**