

**The Electric Utility Board of
Lubbock Power & Light Agenda
August 20, 2024
11:00am**

Gwen Stafford, Chair
Edwin “Butch” Davis, Vice
Chair, P.E.
Eddie Schulz, Secretary
Dan Odom
Dr. Solomon Fields
Dan Wilson
Lewis Harvill, Jr, P.E.
Dr. Gonzalo Ramirez
Dr. Craig Rhyne
Mark McBrayer, Ex-Officio

Joel Ivy, Chief Administrative Officer
Keli Swan, General Counsel



Lubbock Power & Light

www.lpandl.com

CITIZENS TOWER

1314 Ave K

Lubbock, Texas 79401

OPEN SESSION:

City Council Chambers

EXECUTIVE SESSION:

Citizens Tower

Conference Rooms 201A and 201B

1. Call to Order.
2. Board Comments. The Board may make general announcements not requiring official action.
3. Public Comment. Public comment is an opportunity for the public to make comments and express a position on agenda items.
 - a. This period, of up to thirty minutes, is dedicated to public comment. Each member of the public will have three minutes to speak. Any member of the public that requires the assistance of a translator will have six minutes to speak. Comments must be limited to only those items posted on the Electric Utility Board agenda. Any member of the public wishing to speak shall sign up on the public comment sheet on the day of the Electric Utility Board Meeting, prior to the beginning of the meeting. The Electric Utility Board shall follow the order of persons wishing to speak as listed on the sign-up sheet. If everyone who signed up to speak has been given an opportunity to speak and the time designated for public comment has not been exhausted, the Electric Utility Board may, at its discretion, open the floor to anyone else wishing to address the Electric Utility Board, subject to all the same procedures and guidelines.

Executive Session

4. Hold an executive session in accordance with V.T.C.A. Government Code § 551.086 and §552.133, to discuss and deliberate, on the following competitive matters of Lubbock Power & Light, reasonably related to the following categories:
 - (i) Discussion and deliberation of generation matters, including but not limited to generation unit and/or portfolio sale opportunities including the potential for unused land designated for other uses;
 - (ii) Discussion of customer billing, contract, and usage information, system load characteristics, and ERCOT power analyses and strategies

5. Hold an executive session in accordance with V.T.C.A. Government Code § 551.071, seeking the advice of legal counsel about pending or contemplated litigation or settlement offers and hold a consultation with the attorney on matters in which the duty of the attorney to the Electric Utility Board under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas conflicts with Chapter 551 of the Texas Government Code:
 - (i) legal issues regarding contract(s), including Purchase Orders, herein listed on the agenda;
 - (ii) legal advice and counsel regarding confidential matters pertaining to integration into retail market competition;
 - (iii) legal advice and counsel regarding EUB Board rights and responsibilities as outlined in the Charter and code of ordinances;
 - (iv) legal advice and counsel regarding contemplated litigation matters;
 - (v) legal advice and counsel regarding North American Electric Reliability Corporation Critical Infrastructure Protection (NERC CIP) standards;
 - (vi) *Application of the City of Lubbock, acting by and through Lubbock Power & Light (LP&L) to Change Rates for Wholesale Transmission Service*, proceeding before the Public Utility Commission of Texas, PUC Docket No. 54657;
 - (vii) *City of Lubbock, Texas v. Elk City Wind II, LLC*, Cause No. CIV-23-232-G, proceeding in the United States District Court for the Western District of Oklahoma; and
 - (viii) *City of Lubbock v. Trumble Steel Erectors, Inc.*, Cause No. DC-2024-CV-0165 proceeding in 237th District Court of Lubbock County, Texas.

6. Hold an executive session in accordance with V.T.C.A. Government Code § 551.074(a)(1) to deliberate the appointment, employment, evaluation, and duties of a public officer or employee (Director of Electric Utilities/Chief Administrative Officer, and General Counsel).

7. Hold an executive session in accordance with V.T.C.A. Government Code § 551.074(a)(1) to deliberate the appointment and/or reappointment of a public officer or employee (Electric Utility Board).

11:30 a.m. – Approximately - Following completion of the Executive Session, the Electric Utility Board will reconvene in open session to discuss the items listed below. It is anticipated that the open session will begin at 11:30 a.m. However, this is an approximation and the Board may begin the open session earlier or later depending on when the Executive Session is complete.

Open Session

8. Approve the minutes from the Special called Meeting and Regular Electric Utility Board meeting held on July 16, 2024.
9. Presentation and discussion of the update/report by the LP&L Chief Administrative Officer, or his designee, regarding strategic planning, board committee reports, ordinance change requests, EUB policy and procedures, customer service, business center practices, procedures and policies, transition to retail customer choice, customer concerns and complaints, billing system, forms and procedures, status of transmission and distribution projects, generation, mutual aid, weather events, outage and restoration efforts, grid matters, Electric Reliability Council of Texas (“ERCOT”) matters and committee participation, staffing levels, personnel, regulatory matters, training, cybersecurity, mutual aid agreement, and operational performance metrics.
10. Presentation and discussion of financial and capital statements, budget, financing options, audits, and financial policies of Lubbock Power & Light relating to debt issuance issues and historical debt matters, reserve account funding, cost allocation, revenue and expense projections, power cost recovery factor, customer metering, tariff and billing, service and administrative issues.
11. Discuss and take action on the Fiscal Year 2024-25 Delivery Service Tariff (including delivery rates, discretionary rates, and fees), and recommend approval of same to the City Council of the City of Lubbock pursuant to §2.03.415(a) of the Code of Ordinances, City of Lubbock, Texas.
12. Presentation and discussion by the LP&L Chief Administrative Officer, or his designee, regarding an overview of LP&L’s Emergency Processes including discussions regarding applicable policies, procedures, and practices.
13. Consider a resolution recommending to the City Council of the City of Lubbock, four (4) appointments and/or reappointments, as applicable, to the Electric Utility Board, in accordance with Section 2.03.415(e) of the Code of Ordinances of the City of Lubbock.
14. Consider a resolution authorizing the Purchasing Manager, or his designee, to execute Purchase Order, by and between the City of Lubbock, acting by and through Lubbock Power & Light, and Anixter Inc., Invitation to Bid 7107-24-ELD, LP&L Transformers. This bid for

\$893,026 with a 133 to 175 day delivery is for replenishing stock in our distribution transformer yard.

15. Adjourn.

THE ELECTRIC UTILITY BOARD RESERVES THE RIGHT TO ADJOURN INTO EXECUTIVE SESSION AS AUTHORIZED BY TEX. GOV'T CODE § 551.001, *ET. SEQ.* (THE TEXAS OPEN MEETINGS ACT) ON ANY ITEM ON ITS OPEN MEETING AGENDA OR TO RECONVENE IN A CONTINUATION OF THE EXECUTIVE SESSION ON THE EXECUTIVE SESSION ITEMS NOTED ABOVE, IN ACCORDANCE WITH THE TEXAS OPEN MEETINGS ACT, INCLUDING, WITHOUT LIMITATION §§ 551.071-551.086.

Posted on the bulletin board outside the south entrance of Citizens Tower, 1314 Ave. K., Lubbock, Texas, on the 16th day of August 2024, at 9:00 A.M.

By: *Tom Jennings*

CITY OF LUBBOCK ELECTRIC UTILITY BOARD MEETINGS ARE AVAILABLE TO ALL PERSONS REGARDLESS OF
DISABILITY. IF YOU REQUIRE SPECIAL ASSISTANCE, PLEASE CONTACT THE CITY SECRETARY AT (806)775-2026 OR
WRITE P. O. BOX 2000, LUBBOCK, TEXAS 79457, AT LEAST 48 HOURS IN ADVANCE OF THE MEETING.

**The Electric Utility Board of
Lubbock Power & Light Minutes
July 16, 2024
11:00am**

Gwen Stafford, Chair
Edwin “Butch” Davis, Vice
Chair, P.E.
Eddie Schulz, Secretary
Dan Odom
Dr. Solomon Fields
Dan Wilson
Lewis Harvill, Jr, P.E.
Dr. Gonzalo Ramirez
Dr. Craig Rhyne
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EUB

Eddie Schulz
Gwen Stafford
Dr. Craig Rhyne Lewis
Harvill
Dr. Solomon Fields Dr.
Gonzalo Ramirez Butch
Davis
Dan Odom
Dan Wilson
Mayor Mark McBrayer

City Staff

Courtney Paz
Matt Wade
Jarrett Atkinson

City Council

Christy Martinez-Garcia

LP&L Staff

Keli Swan
Joel Ivy
Beatrice Duenez
Blair McGinnis
Joe Jimenez
Kacey Sylvia
Kody Morris
Tonya Gomez
Chris Sims
Clint Gardner
Cheyenne Goodman
Daniel Garcia
Tom Jennings
Harvey Hall
Luke Miller
Cody Kirk
Steven Espinosa
Tyler Thomas
Matt Rose

1. Call to Order.

Board Chair, Ms. Gwen Stafford, called the meeting to order at 11:05 a.m.

2. Board Comments. The Board may make general announcements not requiring official action.

No Board members made any announcements.

3. Public Comment. Public comment is an opportunity for the public to make comments and express a position on agenda items.

- a. This period, of up to thirty minutes, is dedicated to public comment. Each member of the public will have three minutes to speak. Any member of the public that requires the assistance of a translator will have six minutes to speak. Comments must be limited to only those items posted on the Electric Utility Board agenda. Any member of the public wishing to speak shall sign up on the public comment sheet on the day of the Electric Utility Board Meeting, prior to the beginning of the meeting. The Electric Utility Board shall follow the order of persons wishing to speak as listed on the sign-up sheet. If everyone who signed up to speak has been given an opportunity to speak and the time designated for public comment has not been exhausted, the Electric Utility Board may, at its discretion, open the floor to anyone else wishing to address the Electric Utility Board, subject to all the same procedures and guidelines.

No members of the Public signed up for public comment.

Executive Session

The Board recessed into Executive Session at 11:07 a.m.

4. Hold an executive session in accordance with V.T.C.A. Government Code § 551.086 and §552.133, to discuss and deliberate, on the following competitive matters of Lubbock Power & Light, reasonably related to the following categories:
 - (i) Discussion and deliberation of generation matters, including but not limited to generation unit and/or portfolio sale opportunities including the potential for unused land designated for other uses;
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5. Hold an executive session in accordance with V.T.C.A. Government Code § 551.071, seeking the advice of legal counsel about pending or contemplated litigation or settlement offers and hold a consultation with the attorney on matters in which the duty of the attorney to the Electric Utility Board under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas conflicts with Chapter 551 of the Texas Government Code:
 - (i) legal issues regarding contract(s), including Purchase Orders, herein listed on the agenda;
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 - (iii) legal advice and counsel regarding contemplated litigation matters;
 - (iv) legal advice and counsel regarding North American Electric Reliability Corporation Critical Infrastructure Protection (NERC CIP) standards;
 - (v) *Application of the City of Lubbock, acting by and through Lubbock Power & Light (LP&L) to Change Rates for Wholesale Transmission Service*, proceeding before the Public Utility Commission of Texas, PUC Docket No. 54657;
 - (vi) *City of Lubbock, Texas v. Elk City Wind II, LLC*, Cause No. CIV-23-232-G, proceeding in the United States District Court for the Western District of Oklahoma; and
 - (vii) *City of Lubbock v. Trumble Steel Erectors, Inc.*, Cause No. DC-2024-CV-0165 proceeding in 237th District Court of Lubbock County, Texas.
6. Hold an executive session in accordance with V.T.C.A. Government Code § 551.074(a)(1) to deliberate the appointment, employment, evaluation, and duties of a public officer or employee (Director of Electric Utilities/Chief Administrative Officer, and General Counsel).
7. Hold an executive session in accordance with V.T.C.A. Government Code § 551.074(a)(1) to deliberate the appointment and/or reappointment of a public officer or employee (Electric Utility Board).

Open Session

Dan Odom left the meeting after executive session

Chair Stafford, reconvened the meeting in open session at 12:33 p.m.

8. Approve the minutes from the Regular Electric Utility Board meeting on June 18, 2024 and Special Electric Utility Board Meeting held on July 1, 2024.

Board Chair Stafford asked for a motion to approve the minutes for the Regular Electric Utility Board Meeting on June 18, 2024 and Special Meeting on July 1, 2024 Mr. Eddie Schulz made the motion to approve, Mr. Dan Wilson seconded the motion, which was approved by a vote of 8-0.

9. Presentation and discussion from any Committee chairs and LP&L staff regarding committee meetings held since the last Regular Electric Utility Board Meeting.

No Board Members wished to make comments about committee meetings at this time.

10. Presentation and discussion of the update/report by the LP&L Chief Administrative Officer, or his designee, regarding strategic planning, board committee reports, ordinance change requests, EUB policy and procedures, customer service, business center practices, procedures and policies, transition to retail customer choice, customer concerns and complaints, billing system, forms and procedures, status of transmission and distribution projects, generation, mutual aid, weather events, outage and restoration efforts, grid matters, Electric Reliability Council of Texas (“ERCOT”) matters and committee participation, staffing levels, personnel, regulatory matters, training, cybersecurity, mutual aid agreement, and operational performance metrics.

Mr. Joel Ivy opened discussion with the Board with the subject of the storms out in the Gulf and the impact on Grid integrity and operations. Mr. Ivy discussed some of the public response and how response time compared to previous disasters and recovery times. Mr. Ivy informed the Board that LP&L had not received any mutual assistance calls and that we were ready to assist if we were called on. Mr. Ivy led a high level discussion of LP&L’s readiness, which he emphasized as important especially due to our isolation with respect to other cities in Texas and answered questions regarding the frequency of readiness drills for LP&L, especially in relation to recent discussion by the PUC.

11. Presentation and discussion of financial and capital statements, budget, financing options, audits, and financial policies of Lubbock Power & Light relating to debt issuance issues and historical debt matters, reserve account funding, cost allocation, revenue and expense projections, power cost recovery factor, customer metering, tariff and billing, service and administrative issues.

Ms. Kacey Sylvia updated the Board with the balance sheets and cash flows for May. Ms. Sylvia also summarized information related to the income statements and budget to actuals models for May. Ms. Sylvia informed the Board that due to LP&L having paid down some larger liabilities from the transition, the financial information for next month would start to look more typical compared to previous months.

12. Discuss and take action on the Lubbock Power & Light FY 2024-25 Operating Budget and Capital Program and make appropriate recommendations to the City Council of the City of Lubbock pursuant to §2.03.415(a) of the Code of Ordinances, City of Lubbock, Texas.

Mr. Harvey Hall introduced the proposed budget with a review of the strategic priorities that informed the creation of the proposed budget. Mr. Joe Jimenez presented and proposed FY 2023-24 Operating Budget and Capital Program, which had previously been discussed in detail at the Financial Review Committee (the "FRC") meeting on July 1, 2025. Mr. Jimenez discussed changes and inclusions to the budget made since the Financial Review Committee on July 1, 2024. Mr. Jimenez reminded the Board of the timeline for approval of the budget with dates of other milestones required for approval by the City Council. Chair Stafford asked for a motion to approve the resolution. Board member Dan Wilson moved that the resolution be approved, the motion was seconded by Board member Mr. Eddie Schulz and it was approved by a vote of 8-0.

13. Consider a resolution authorizing the LP&L Chief Administrative Officer or his designee to execute an Eighth Amendment to Professional Services Agreement by and between the City of Lubbock, acting by and through LP&L, and TMG to expand services scope to include work required to integrate with SmartMeter Texas. This Amendment increases the Not-to-Exceed Amount of \$6,679,126.00 by \$103,920.00 to a total of \$6,783,046.00 and extends the term to December 31, 2025.

Mr. Clint Gardner presented the Eighth Amendment for Board approval. The Amendment was to increase funding and extend the term in order to provide for SmartMeter Texas integration with LP&L systems. Chair Gwen Stafford asked for a motion to approve the resolution and to pass along to the City Council of the City of Lubbock. Chair Stafford asked for a motion to approve the resolution. Mr. Butch Davis made the motion to approve, Dr. Solomon Fields seconded the motion, which was approved by a vote of 8-0.

Consent

Board member Dr. Gonzalo Ramirez asked that Item 14 be pulled for discussion. Chair Stafford asked for a motion to approve the remainder of the Consent Agenda Items 15 through 18. Board member Dr. Solomon Fields moved that the remaining consent items be approved, the motion was seconded by Board member Dr. Craig Rhyne and it was approved by a vote of 8-0.

Mr. Harvey Hall discussed the Baker Tilly agreement for the Board, namely questions regarding the kinds of grants that LP&L would be seeking with the contractor's help and discussing the qualifications of Baker Tilly, namely how they were involved with other Texas Cities, namely Denton, receiving a large grant with the help of Baker Tilly. When Mr. Hall finished answering questions, Chair Stafford asked for a motion to approve Item 14. Board member Dr. Gonzalo Ramirez moved that the remaining consent items be approved, the motion was seconded by Board member Mr. Butch Davis and it was approved by a vote of 8-0.

14. Consider a resolution authorizing the LP&L Chief Administrative Officer or his designee to execute a Professional Services Agreement, by and between the City of Lubbock, acting by and through LP&L, and Baker Tilly US, LLP, and Illinois Company, for assistance with

writing applications for competitive grants and other associated needs as described more fully in the Agreement. This Agreement has a Not-to-Exceed amount of \$400,000.00 and an initial term of 2 years.

15. Consider a resolution authorizing the LP&L Chief Administrative Officer or his designee to execute a Professional Services Agreement dated effective May 21, 2024, by and between the City of Lubbock, acting by and through LP&L, and TexHahn Media, Inc. (d.b.a. Hahn), for communication and marketing services. This Agreement has a total Not-to-Exceed amount of \$500,000.00 and an initial term of 2 years with the option to extend for 2 one-year terms.
16. Consider a resolution authorizing the LP&L Chief Administrative Officer or his designee to execute a Professional Services Agreement dated effective July 16, 2024, by and between the City of Lubbock, acting by and through LP&L, and Hillco Partners, LLC, for continued legislative support and communications services. This Agreement has a total Not-to-Exceed amount of \$150,000.00 and an initial term of 2 years with the option to extend for 2 one-year terms.
17. Consider a resolution authorizing the Purchasing Manager, or his designee, to execute Purchase Order, by and between the City of Lubbock, acting by and through Lubbock Power & Light, and Sewell Ford of Odessa, HGAC Contract VE05-24. This HGAC quote for \$207,484.00 with a ninety-day delivery is for one 48-foot aerial bucket that will be an addition to LP&L's underground department as approved in the FY 2022-23 Capital Program budget.
18. Consider a resolution authorizing the Purchasing Manager, or his designee, to execute Purchase Order, by and between the City of Lubbock, acting by and through Lubbock Power & Light, and Techline Inc., Invitation to Bid 7108-24-ELD, LP&L Pad Mounted Switches. This bid for \$323,964.00 with a 294 day delivery is for five 27 kV pad mounted switches for warehouse inventory.
19. Adjourn.

There being no further business to come before the Board, the Chair adjourned the meeting at 1:25 p.m.

Prepared by:

Approved by:

Eddie Schulz, Secretary

Gwen Stafford, Chair

Electric Utility Board Meeting July 16, 2024



Agenda Item #11 May 2024 Financial Presentation

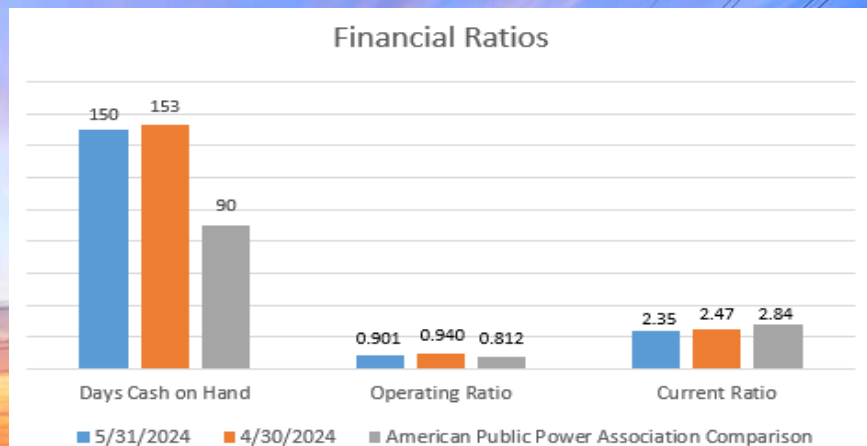


Balance Sheet and Cash Flows – May (Page 51-52 and Page 54)

	May 2024	April 2024	Variance		May 2024	May 2024 FYTD
ASSETS						
Current assets:				CASH FLOWS FROM OPERATING ACTIVITIES		
Pooled cash and cash equivalents	\$ 104,354,306	\$ 106,624,944	\$ (2,270,638)	Receipts from customers	\$ 8,445,298	\$ 191,199,806
Receivables-CCS	9,659,730	12,369,803	(2,710,073)	Payments to suppliers	(1,475,867)	(193,336,898)
Receivables-MTM	20,648,878	8,584,976	12,063,902	Payments to employees	(3,149,646)	(18,310,577)
Other Current Assets	3,612,523	3,555,954	56,569	Other receipts (payments)	(897,506)	(8,067,605)
Total current assets	138,275,436	131,135,677	7,139,759	Net cash provided (used) by operating activities	2,922,279	(28,515,274)
Noncurrent assets:				CASH FLOWS FROM NONCAPITAL AND RELATED FINANCING ACTIVITIES		
Restricted investments	53,710,383	53,876,682	(166,299)	Net cash provided (used) by noncapital and related financing activities	(182,605)	(1,460,837)
Prepaid expenses	722,220	733,331	(11,111)	CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES		
	54,432,603	54,610,013	(177,410)	Net cash provided (used) for capital and related financing activities	(5,770,720)	(1,548,324)
Total capital assets	654,330,477	650,504,639	3,825,838	CASH FLOWS FROM INVESTING ACTIVITIES		
Total noncurrent assets	708,763,080	705,114,651	3,648,429	Net cash provided (used) by investing activities	760,408	20,392,483
Total Assets	\$ 847,038,516	\$ 836,250,328	\$ 10,788,188	Net increase (decrease) in cash and cash equivalents	(2,270,638)	(11,131,953)
LIABILITIES				Cash and cash equivalents - beginning of period	106,624,944	115,486,259
Accounts payable	\$ 9,129,803	\$ 7,382,527	1,747,276	Cash and cash equivalents - end of period	104,354,306	104,354,306
Deferred Revenues - PPRF/FFE Over Collection	41,386,755	41,348,346	38,409			
Customer Deposits	-	-	-			
Other Current Liabilities	8,236,956	4,292,814	3,944,142			
Bonds payable	-	-	-			
Total current liabilities	58,753,514	53,023,687	5,729,827			
Total noncurrent liabilities	587,526,957	587,526,957	-			
Total Liabilities	\$ 646,280,471	\$ 640,550,644	\$ 5,729,827			
Total Net Position	\$ 210,932,105	\$ 205,873,744	\$ 5,058,361			

3

Financial Ratios– May (Page 39)



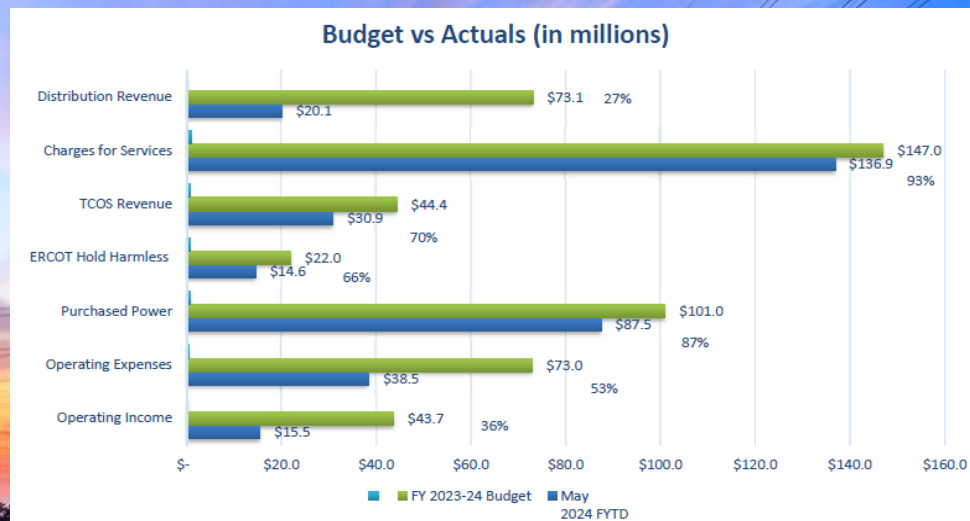
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Income Statement– May (Page 53)

	May 2024	May 2024 Budget	May 2024 FYTD	FY 2023-24 Budget
<u>OPERATING REVENUES</u>				
Distribution Revenue	\$ 14,611,439	\$ 12,189,810	\$ 20,100,973	\$ 73,138,857
Charges for Services	-	-	136,877,783	147,040,470
(Over)/under collection	(38,477)	-	(15,488,467)	-
TCOS Revenue	5,298,449	3,700,000	30,939,236	44,400,000
ERCOT Hold Harmless	(1,822,883)	(1,833,333)	(14,583,133)	(22,000,000)
Provision for bad debts	(287,812)	(32,251)	(740,361)	(387,011)
Total Operating Revenues	17,760,717	14,024,225	157,106,031	242,192,316
<u>OPERATING EXPENSES</u>				
Operating Expenses	8,653,382	6,080,508	38,519,596	72,966,099
Purchase of fuel and power	16,901	-	87,547,509	101,016,441
Depreciation and amortization	1,955,992	2,042,987	15,510,905	24,515,844
Total Operating Expenses	10,626,276	8,123,495	141,578,010	198,498,384
Operating income	7,134,441	5,900,730	15,528,021	43,693,932

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Budget to Actuals – May (Page 63)

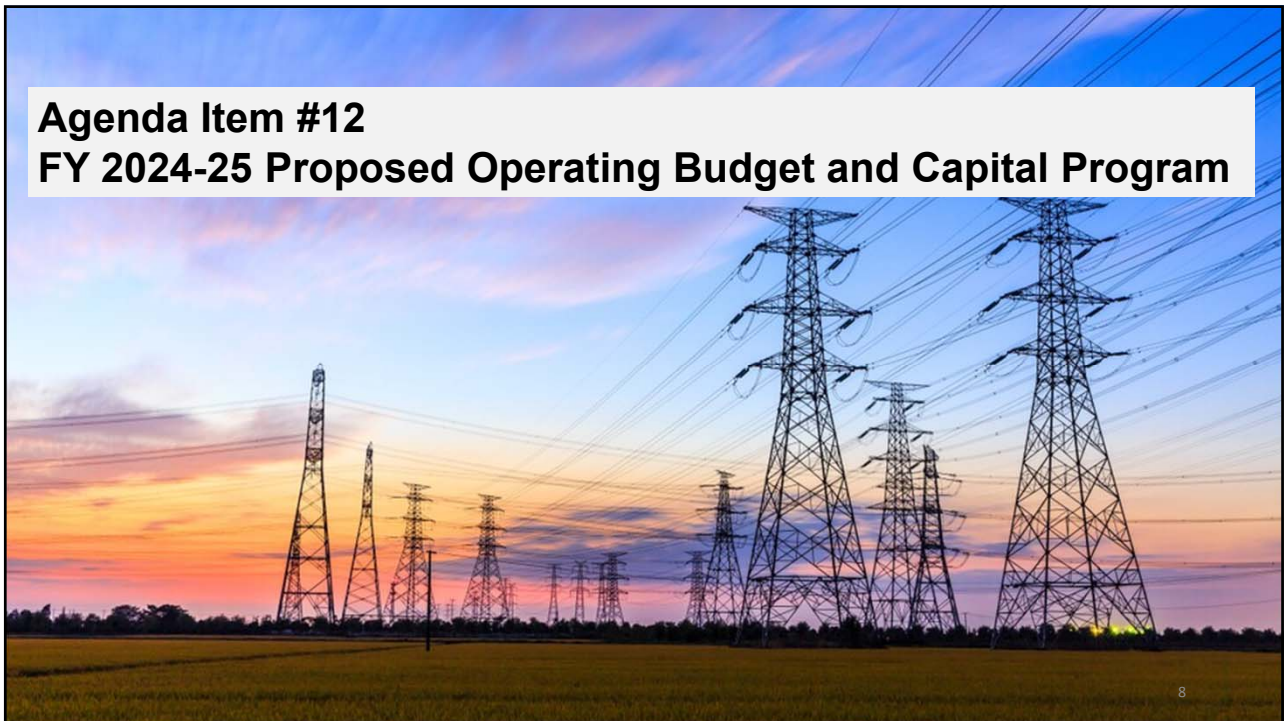


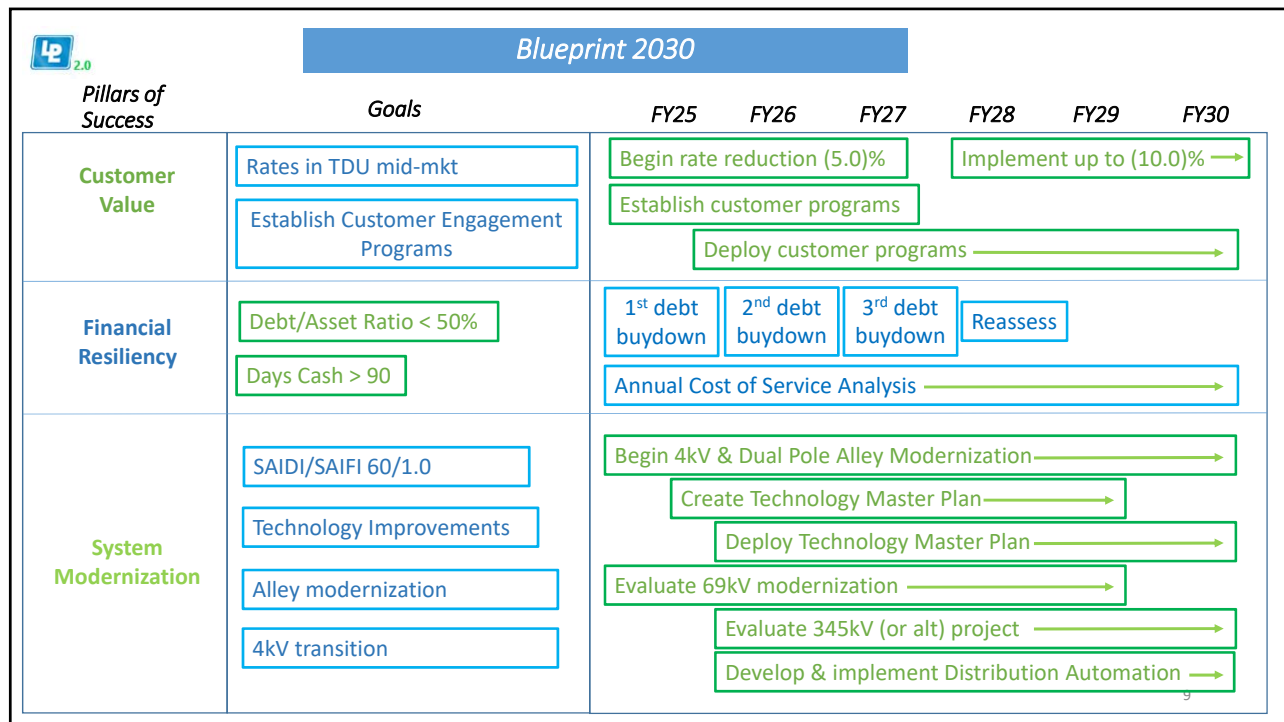
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Questions?



Agenda Item #12
FY 2024-25 Proposed Operating Budget and Capital Program







Blueprint 2030™

Financial Strategic Planning Model

Already in the Budget Model

	Total	Reserve Balance Change (in Millions \$000,000)						
		2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
PCRF Projected Ending Balance	\$37	37.0						
SPS PR Bond Debt (less than budgeted)	\$4	(4.1)	0.9	1.4	1.4	1.4	1.5	1.5
System Modernization Investment beyond current								
4 kV Modernization	-\$21	(3.1)	(3.0)	(3.0)	(3.0)	(3.0)	(3.0)	(3.0)
69 kV Modernization	-\$21	-	(1.1)	(6.3)	(9.5)	(4.3)	-	-
Substation Upgrades	-\$28	(6.1)	(6.5)	(0.9)	(1.8)	(5.8)	(6.7)	-
Technology Upgrades	-\$8	-	(1.5)	(1.5)	(1.5)	(1.5)	(1.5)	-
TCOS Revenue Reduction (Assumption)	-\$35	-	(5.8)	(5.8)	(5.8)	(5.8)	(5.8)	(5.8)
Hold Harmless Credit Ends January 1, 2027	\$81				14.7	22.0	22.0	22.0
Total	\$9	23.7	(16.9)	(16.1)	(20.2)	3.0	6.5	14.7

Now Included in the Budget Model

	Total	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
Early Retirement of Bond Debt	-\$18	-	(7.2)	(6.2)	(4.4)			
Debt Service cost reduction from Paid off Debt	\$10	-	0.9	1.6	1.9	1.9	1.9	1.9
Remaining Bond Funds for Capital Work	\$12	12.0						
Delivery Rate Reduction	-\$24		(3.0)	(3.0)	(3.0)	(3.0)	(6.0)	(6.0)
Regulatory Liability	-\$30	(30.0)						
Total	-\$50	(18.0)	(9.2)	(7.6)	(5.5)	(1.1)	(4.1)	(4.1)

Model Starting Balance 115.5

Model Forecast Change - (12.3) (10.9) (3.1) 0.8 11.6 4.8

Balance 97.5 76.0 57.5 48.9 48.6 56.2 56.9

Target (120 Days Cash) 75.3 59.5 59.4 62.2 63.8 60.4 63.2

90 Days Cash 54.5 44.6 44.6 46.6 47.9 45.3 47.4

Over/(Under) 90 Days Cash 43.0 31.3 13.0 2.3 0.7 10.9 9.5



Enterprise Risk Management (ERM):

Lubbock Power & Light
Discussion – July 1, 2024

Risk Inventory – First Step for ERM

Objective: To determine the top Risks that could significantly affect LP&L's Strategic Plan in terms of likelihood and impact.

Process: A review of top risks for each LP&L division, assessment and ranking of those risks, determination of what mitigation is currently in place and what needs to be put into place, and who is the contact for that risk.

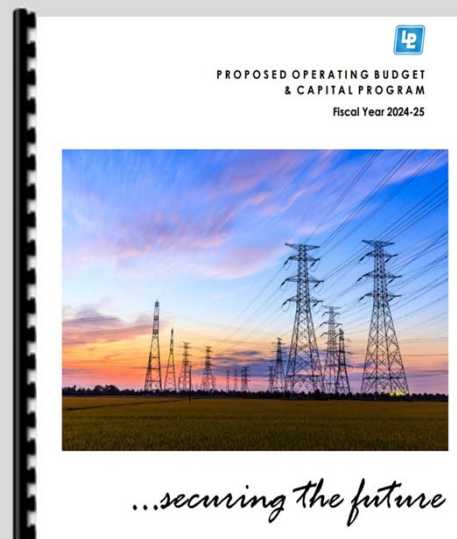
When: July and August of this summer.

Deliverable: A report to the Electric Utility Board on the top Risks and their status by the October EUB meeting.

11

Introductions and Thanks

- Joel Ivy, Chief Administrative Officer
- Harvey Hall, CFO
- Daniel Garcia, Electric Utility Financial Analyst
- Steven Espinosa, Financial Analyst IV
- Thanks to all department heads and staff that have worked to provide information that assisted the finance team with budget preparations.



FY 2024-25 Budget Highlights

Financial Model Considerations: (Page 9)

- I. Estimates revenues/expenses through Fiscal Year 2029-30
- II. Distribution System Revenue moving forward is the revenue requirement as the transition to retail competition is completed and we operate as a TDU.
- III. Reduces exposure to volatile purchased power costs by exiting the purchased power portion of our business.
- IV. Transmission Cost of Service (TCOS) Revenues are budgeted and includes hold harmless deduction.
- V. Includes a 3% proposed COLA along with a net decrease of 17 FTEs in staffing as the Utility operates in the retail market and opted out of production operations.

Lubbock Power & Light - Financial Model

	Actual	Budget	Forecast	Forecast	Forecast	Forecast
	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2026-28	FY 2026-29
FUNDING SOURCES						
Interest Earnings	\$ 1,396,760	1,875,215	913,615	961,881	1,111,960	1,286,267
Rentals and Revenues	368,756	368,258	173,682	173,687	179,756	187,158
Sale of equipment/vehicle scrap	384,879	384,880	173,318	176,189	179,884	183,863
Unallocated Mutual Revenue	297,053	-	-	-	-	-
General Customers Mutual	31,836,684	-	-	-	-	-
Distribution System Revenue	71,124,457	133,364,622	133,367,372	134,365,362	134,963,051	135,497,262
Power Cost Recovery Factor (PCRF)	101,688,114	-	-	-	-	-
Production Fee Acquisition Revenue	12,577,096	13,977,622	13,984,128	13,989,161	14,000,765	14,006,766
Transmission Cost of Service (TCOS)	44,480,000	38,567,179	39,148,467	39,712,872	40,278,863	40,833,798
EPSCOT Field Station Payment	222,000,000	222,000,000	222,000,000	222,000,000	222,000,000	222,000,000
Fees and Charges	1,275,759	470,880	465,200	479,834	484,761	722,498
On-site Work Orders and Street Lights	1,496,716	1,476,517	1,511,085	1,544,268	1,578,263	1,612,480
Tempering Fees	43,228	47,240	49,241	50,427	51,706	53,429
Transfer from Other Funds	1,524,762	1,888,911	1,889,428	1,893,735	1,900,776	1,908,046
Use of General Reserve	3,489,619	1,011,403	8,779,165	8,894,768	106,750,619	106,750,619
Total Funding Sources	\$ 245,634,776	387,426,305	388,762,218	389,616,765	393,864,619	396,758,134
TOTAL FUNDING SOURCES	\$ 245,634,776	387,426,305	388,762,218	389,616,765	393,864,619	396,758,134
DEPARTMENTAL EXPENSES						
Compensation	\$ 26,956,340	31,762,127	32,415,117	33,087,643	33,760,366	34,433,089
Benefits	9,899,145	9,709,412	9,899,462	10,001,511	10,104,117	10,206,688
Supplies Less Purchased Power & Fuel	1,874,328	1,588,489	1,599,794	1,623,799	1,647,387	1,671,170
Power (EPSCOT Transmission Costs)	-	-	-	-	-	-
Energy Fuel (LPG, Production PCRF)	49,042,476	-	-	-	-	-
Transmission (PCRF)	27,712,431	-	-	-	-	-
Capacity (PCRF)	4,284,246	-	-	-	-	-
Transmission	24,279,249	41,279,471	41,280,766	41,282,011	41,283,256	41,284,501
Maintenance	1,237,454	1,646,709	1,724,491	1,802,406	1,880,761	1,959,409
Professional Training	18,111,083	11,492,193	11,487,197	11,482,192	12,481,224	12,481,224
Other Charges	1,426,214	1,493,214	1,526,214	1,559,215	1,592,216	1,625,217
Schedule Changes	7,582,968	5,565,796	5,483,443	5,401,493	5,319,229	5,237,424
Capital Improvements	76,465	-	-	-	-	-
Reimbursement - City of Lubbock Utilities	18,967,228	17,772,768	17,867,456	18,757,663	19,647,871	20,538,080
TOTAL DEPARTMENTAL EXPENSES	\$ 129,766,726	162,471,027	163,776,726	165,123,512	166,512,612	167,926,726
GENERAL RESERVE POLICY						
General Reserve Policy	\$ 115,868,050	43,127,089	43,348,401	43,569,713	43,791,025	44,012,337
GENERAL RESERVE CALCULATION						
Beginning General Reserve	\$ 115,868,050	107,018,460	96,867,438	85,274,444	80,884,000	84,126,264
Budget Surplus/Deficit	18,868,676	11,612,402	18,729,791	18,794,591	18,859,259	18,924,447
TOTAL ESTIMATED GENERAL RESERVE	\$ 134,736,726	118,630,862	115,597,229	104,069,035	99,743,259	103,050,711
GENERAL RESERVE EXCESS/DEFICIT	\$ 12,868,776	40,899,439	40,899,439	33,262,770	36,496,911	33,499,108

FY 2024-25 Budget Highlights

Financial Model Considerations: (Page 9)

- VI. Includes principal and interest for debt service related to transmission build-out and distribution upgrades
- VII. Incorporates significant capital investment with 100% cash funding or unallocated bonds through FY 2029-30.
 - a. Distribution Focus – Substation Upgrades
 - b. 4kV Distribution Conversion
 - c. Upgrades to Work Order System and NERC compliance.

Lubbock Power & Light - Financial Model

	Actual	Budget	Forecast	Forecast	Forecast	Forecast
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Power/ERCOT Costs

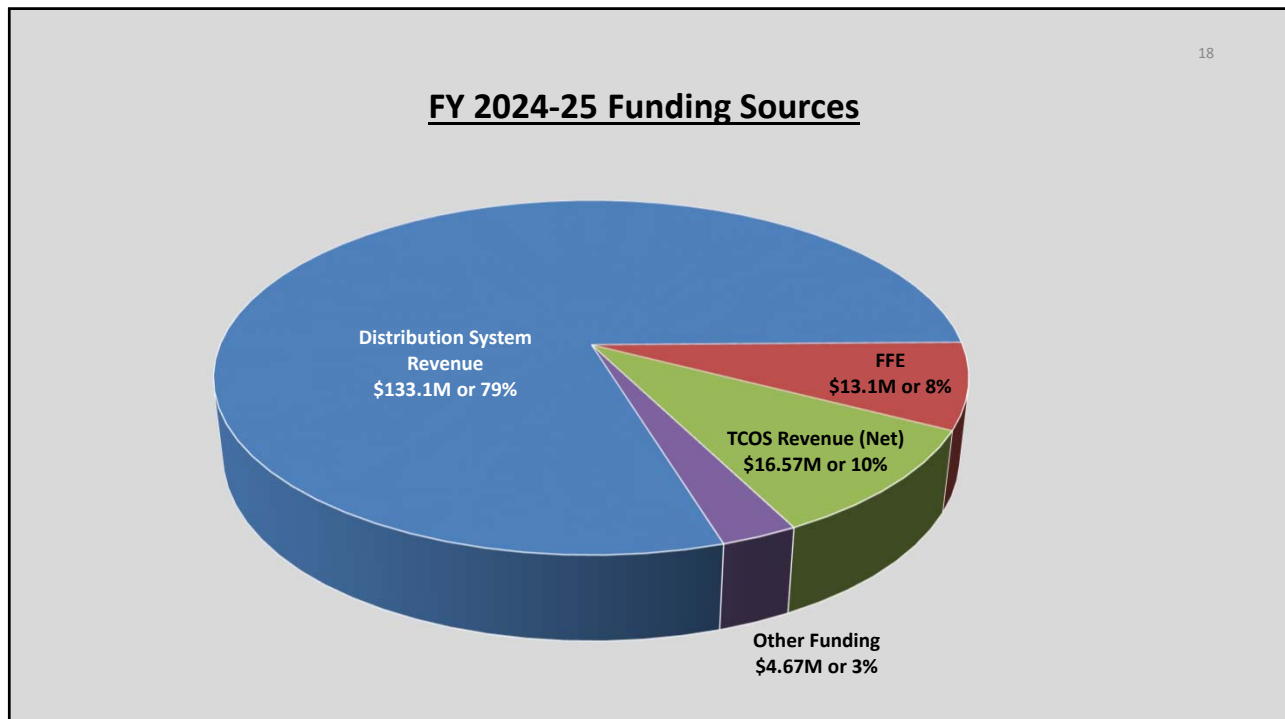
Power /ERCOT Costs	FY 2023-24 Amended	FY 2024-25 Proposed	Change
Energy/Fuel	\$69,320,971	--	(69,320,971)
Transmission	52,081,020	41,375,971	(10,705,049)
Capacity	4,284,240	--	(4,284,240)
Total Purchased Power/ERCOT Costs	\$ 125,686,231	41,375,971	(84,310,260)

- On April 2, 2024, the Utility stopped providing power (Energy/Fuel) to customers as the transition to retail competition was completed. The opt-in into retail competition has eliminated the need for purchased power and the power supply (energy) moving forward is handled by the REPs.
- Transmission costs decrease as current charges are only related to ERCOT transmission. Costs in the Southwest Power Pool (SPP) have been eliminated due to us having no more load in SPP as of December 2023. It was anticipated that LP&L would have paid 12 months of SPP transmission costs (SPP costs are charged on a one-year lag) for the remaining 30% load. However, SPP interpreted the cancellation of our transmission service agreement differently than LP&L and SPS expected so there were no lagging costs to pay which provided an annual savings of approximately \$6.86 million.
- The elimination of capacity costs is due to ERCOT being an energy-only market so there are no capacity requirements as we have fully integrated into the ERCOT market.

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Questions?



FY 2024-25 Funding Sources

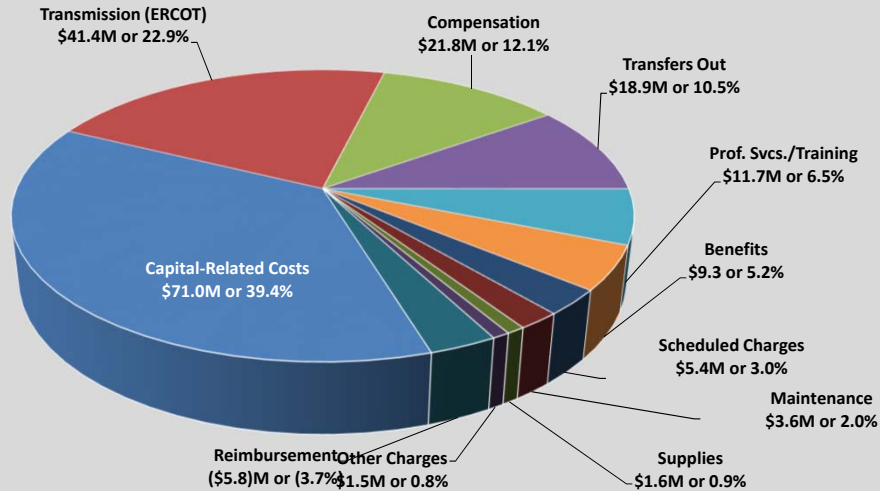
19

- **Distribution System Revenue:**
Distribution System Revenue increased \$59.97 million (\$133.10 million total) due to the move to retail choice. FY 2023-24 revenues accounted for only 5 months of Distribution System Revenue. For FY 2024-25, there will be a full 12 months of revenues accounted for in this revenue stream.
- **TCOS Revenues:**
TCOS revenues decreased \$5.83 million (\$38.57 million total) and are subject to the Public Utility Commission's (PUC) final approval.
 - *Offsetting these TCOS revenues is an ERCOT Hold Harmless payment, totaling \$22.0 million annually.*
- **Franchise Fees:**
Franchise Fees increased \$0.5 million (\$13.1 million total) due to a slight increase in projected load.
- **Other Notable Funding Sources include:**
 - **Fees and Charges:**
Fees and Charges decreased \$0.62 million (\$0.65 million total) due to the move of customers to retail choice.
 - **Transfers-In:**
Transfer from other funds decreases \$0.45 million due to the removal of the transfer for Citizens Tower Debt from City Utilities.



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FY 2024-25 Expenses



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Compensation	(in 000s)
FY 2023-24 Operating Budget	\$ 20,956
Full-time Pay	(343)
OT/PT/Stability/Education Pay	458
Terminal Pay	(39)
Temp	15
COLA Increase	715
Total Compensation	\$ 21,762

Benefits	(in 000s)
FY 2023-24 Operating Budget	\$ 9,049
TMRS	109
FICA	15
Health Insurance	37
Workers' Compensation	128
Dental	1
Total Benefits	\$ 9,339

Compensation/Benefits Changes

- Full-time pay decreased due to a net decrease of 17 FTE's. 24 FTEs were eliminated 7 FTE's were added. Eliminated positions are as follows: 11 FTE's from the Production department; 6 FTE's from Distribution; 6 FTE's from Collections; and 1 FTE from Transmission Overhead lines. Added positions are as follows: 4 FTE's to the Distribution departments, 2 FTE's to the Customer Service departments, and 1 FTE to the Administration department.
- Overtime pay increased with Distribution Overhead and Distribution Customer Services cost centers for around the clock efforts to ensure system reliability.
- Terminal pay decreased based on lower anticipated employee retirements.
- 3% cost of living adjustment (COLA) increase anticipated for full-time salaries.
- Benefits increased \$300K mainly as a result of an increase in the TMRS rate, and workers compensation cost.

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Maintenance Changes

Maintenance	(in 000s)
FY 2023-24 Operating Budget	\$3,257
Vehicle Maintenance	(17)
Radio Shop IS Charges	(31)
Production Maintenance	(53)
Building Maintenance	9
Underground Maintenance	210
Street Light Maintenance	270
Total Maintenance	\$ 3,645

- Streetlight maintenance increased due to inflationary costs of materials.
- Underground lines maintenance increased due to the aging lines.
- Production maintenance decreased due mainly to the closure of the production plants in FY 24-25.
- Radio Shop charges decreased \$31k for FY 24-25.
- Vehicle maintenance charges decreased due to lower anticipated maintenance costs due to replacing aging fleet.

24

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Professional/Training Changes

Professional/Training	(in 000s)
FY 2023-24 Operating Budget	\$ 10,111
Professional Services	2,009
Kubra Bank Charges	(168)
Contracted Services	46
Advertising & Promotion	126
Training & Travel	39
Legal Services	(500)
Miscellaneous	29
Total Professional/Training	\$ 11,692

- Professional services and training increased and was driven mainly by \$1.35 million in required oil sample testing compliance for substations and \$500k for required NERC Cyber Security contractor in the Distribution Load Dispatching department.
- Oracle and Itron agreements also increased as part of the professional services.
- There was a decrease in outside legal services due to the anticipation of TCOS being done in FY 23-24.
- Kubra Bank Charges decrease due to the move to retail choice in April 2024.

25

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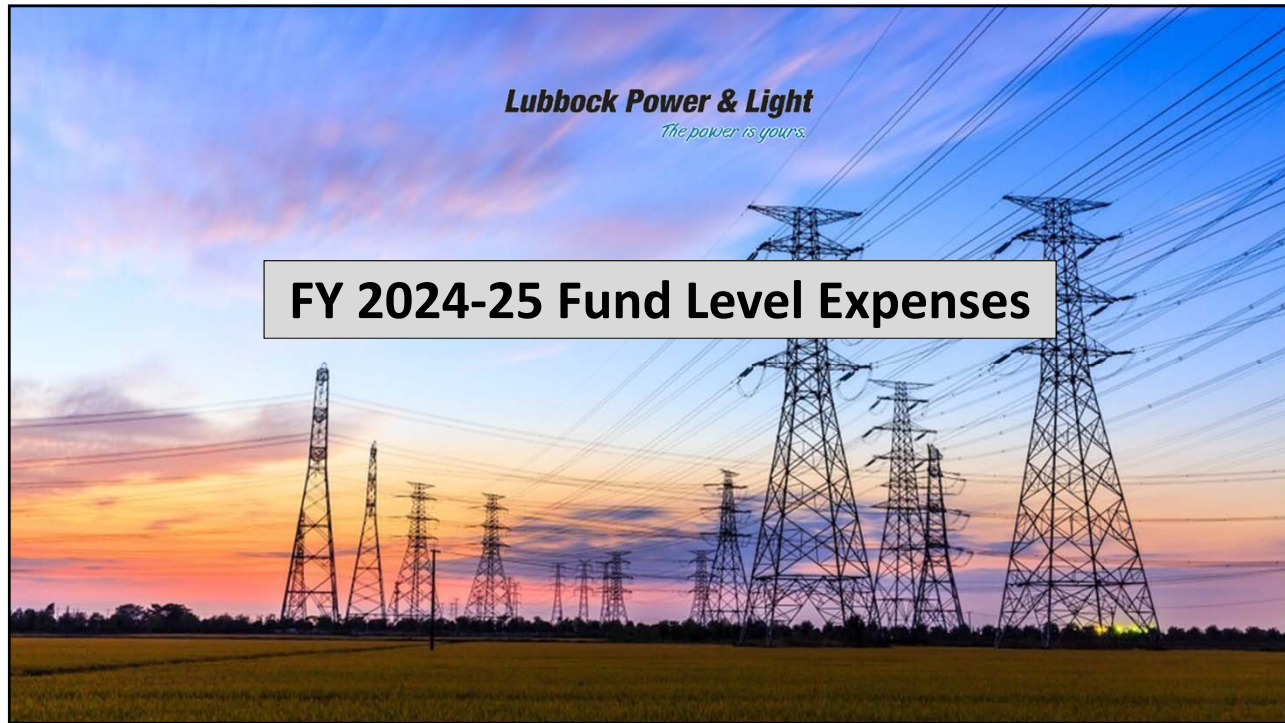
Scheduled Charges Changes

Scheduled Charges	(in 000s)
FY 2023-24 Operating Budget	7,162
Property and Liability Insurance	(1,846)
IT Services	35
Utility Charges	49
Supply Materials	32
Miscellaneous	(67)
Total Scheduled Charges	\$ 5,365

- Scheduled charges decreased mainly in the property insurance premiums related to advanced premiums being made in FY 2023-24.
- Miscellaneous charges also decreased for FY 24-25 primarily due to decreased charges in the Postage Schedule.
- Utility charges increase mainly due increased consumption in the electric utility charges.

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Questions?



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FY 2024-25 Fund Level Expenses

- **Debt Service**
Increases \$4.5 million due to an increase in principal and interest payments related to the FY 2023-24 bond issuance of \$65.7 million to fund the early termination of the SPS PR Agreement as agreed upon once the full integration into ERCOT was complete. In addition to the annual debt service payment, utilization of general reserves will be used to fund a one-time payment in the amount of \$7.14 million to pay off the balance of 2015 revenue bonds.
- **Indirect Cost Allocation**
Increases \$0.10 million primarily due to increased expenses in the city administrative cost centers.
- **Franchise Fee Equivalent**
Increases \$0.4 million and \$0.09 million respectively, due to a slight increase in projected load.
- **Payment in Lieu of Property Tax**
Payment in Lieu of Taxes (PILOT) increased \$1.26 million, or 50.1 percent, as the PILOT transfer by ordinance calculation changed from a percentage (%) of metered revenues to an ad valorem tax calculation based on LP&L assets.
- **Transfer to Capital**
Decreases \$3.7 million due to the utilization due to the utilization of unallocated bonds in the amount of \$6,455,000.

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Questions?



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FY 2024-25 Capital Program

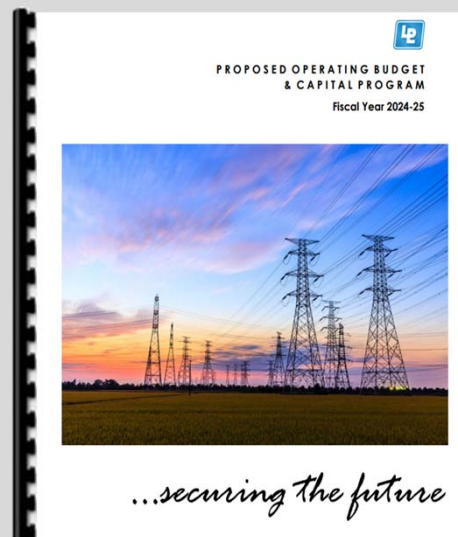
#	Project	(\$ millions)
6	Annual Projects (overhead, underground, transformers, streetlights, distribution meters and system upgrade)	\$13.5
1	Transmission (DNV Cascade Upgrades)	0.01
3	Distribution (4kV Distribution Conversion, Downtown Facility Upgrades, Training Facility)	3.6
1	Vehicles	2.3
3	Substation (Substation Upgrades, Substation Capacity Upgrade – Erskine, Substation Arcflash Study)	6.9
1	NERC CIP Security	0.7
1	GIS Software Interfaces	0.8
16	Total	\$27.8

Average annual capital program is roughly \$33.5M per year in the future and utilize cash and unallocated bond funding.

Budget Timeline

FY 2024-25 Proposed Operating Budget & Capital Program

Timeline	Date
Finance Committee Presentation	July 1
Electric Utility Board Presentation	July 16
City Council Work Sessions	Aug. 5-8
City Council 1 st Reading of Budget	Sep. 3
City Council 2 nd Reading of Budget	Sep. 10
Beginning of FY 2024-25	Oct. 1



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Legal Department Historical Costs

Legal	Actual	Actual	Actual	Amended	Budget	\$ Change
EXPENSES BY CATEGORY	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	from Amended
Compensation	\$ 291,775	269,296	292,386	362,369	401,498	39,129
Benefits	101,275	93,669	107,876	129,071	142,829	13,758
Supplies	1,841	664	659	1,280	1,280	-
Professional Services/Training	1,109,744	430,222	851,706	1,270,010	776,673	(493,337)
Other Charges	1,857	664	900	1,000	1,000	-
Scheduled Charges	25,647	33,387	31,679	32,056	29,664	(2,392)
TOTAL LEGAL	\$ 1,532,139	827,902	1,285,206	1,795,786	1,352,944	(442,842)

Professional Services are the main drivers of the Legal department.

- FY 2021 – Increased costs related to the integration into ERCOT begin. We utilized various outside counsel for the following issues:
 - Negotiate a buy-out of the SPS Partial Requirement (PR) Contract.
 - Purchase of easements for the build-out of the 345kV Transmission Lines.
 - Assistance with the initial TCOS Filing and Wholesale Transmission Rate.
- FY 2022 - Costs decreased as the interim TCOS filing, SPP PR contract negotiations, and the transition of 70% of our load into ERCOT was complete.
 - Majority of the costs incurred this year were related to the move of the remaining 30% of “unaffected” load into ERCOT.
- FY 2023 - Costs increased as we utilized various outside counsel for the following issues:
 - Comprehensive TCOS filing with the PUC
 - Elk City lawsuit was initiated, filed, and ongoing litigation continued.
 - Assistance with opt-in related legal issues.

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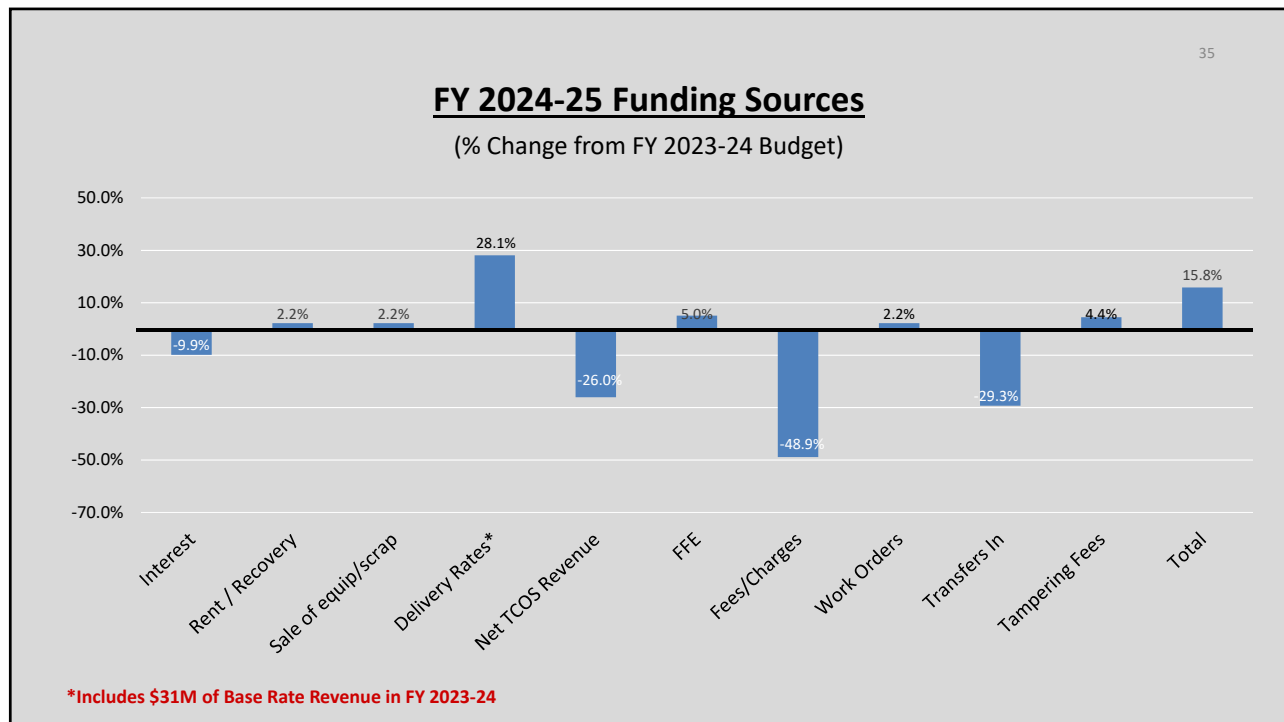
34

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Professional Services are the main drivers of the Legal department.

- FY 2024 Year-to- Date – Costs are projected to come in around \$949K as we utilized various outside counsel for the following issues:
 - Final TCOS filing incorporating all of the transmission assets related to the ERCOT integration
 - Hiring of Interim General Counsel and assistance with final opt-in related services.
 - PUC Regulatory Compliance issues.
 - Ongoing Elk City litigation.
- Proposed FY 2025 Budget – Budgeted Costs in professional services decreased due to the anticipation of the Final TCOS filing being completed in FY 23-24 and a reduction in costs for Interim General Counsel. The remainder of the costs are for the following issues:
 - Ongoing Elk City litigation
 - Compliance requirements with FERC and PUC.
 - Offsetting Professional Services decreases are increased Compensation and Benefits



FTE Overview

A shift in staffing continues to progress as the Utility transitioned to the retail market and opted out of production operations. As staff roles become more well-defined in the new environment many of the eliminated positions are used to repurpose new positions. These new positions or re-classes of existing positions for the most part require specific specialized skills and expertise in certain areas that come with higher pay grade requirements to be in line with market wages in the industry.

The following position changes are summarized below:

- 11 FTE positions are eliminated from the Production Cost Centers due to the closure of the production plants.
- 6 FTEs positions were eliminated from the Distribution Cost Centers. These positions include: two Utility Meter Techs; one Lead Meter Technician; two Lineman Journey; and one Journey Electrician.
- 6 FTEs positions were eliminated from the Collections Cost Center. These positions include: One Utility Meter Supervisor; one Lead Utility Service Operator; and four Utility Meter Technicians.
- 1 Transmission and Distribution Maintenance Planner was eliminated from the Transmission Overhead Lines Department.
- Added 1 Equipment Technician to the Administration Department to assist with Fleet Inventory and response times for the Transmission and Distribution crews.
- Added 2 Senior Power Line Foreman to the Distribution Overhead and Underground crews to manage their maintenance crews.
- Added 2 Emergency Management System positions to the Distribution Load Dispatching department to maintain the integrity and reliability of our SCADA-EMS environment.
- Added 1 Lead Market Specialist to the Market Operations Group to manage, lead, and support the current Market Specialists.
- Added 1 Quality Improvement Coach to the Customer Service Department to train, coach, and mentor current positions to develop opportunities for growth.

**CUSTOMER ENGAGEMENT COMMITTEE
AND SPECIAL MEETING OF THE
ELECTRIC UTILITY BOARD**

**Minutes
July 16, 2024
10:00am**

**OPEN SESSION:
CITIZENS TOWER
1314 Avenue K
Lubbock, Texas 79401
2nd Floor Conference Rooms 201A and 201B**

EUB

Gwen Stafford
Dr. Solomon Fields
Dr. Gonzalo Ramirez
Butch Davis
Dan Wilson

LP&L Staff

Clint Gardner
Tonya Gomez
Matt Rose
Tom Jennings
Beatrice Duenez
Camille Powe
Ashley Busch
Michelle Cook

1. Call to order.

The Customer Engagement Committee was called to order at 10:24 a.m. by Dr. Solomon Fields. The Board was called to Order by Chair, Gwen Stafford at 10:02am.

2. Public Comment. Public comment is an opportunity for the public to make comments and express a position on agenda items.
 - a. This period, of up to thirty minutes, is dedicated to public comment. Each member of the public will have three minutes to speak. Any member of the public that requires the assistance of a translator will have six minutes to speak. Comments must be limited to only those items posted on the Customer Engagement Committee/EUB Special agenda. Any member of the public wishing to speak shall sign up on the public comment sheet on the day of the Customer Engagement Committee/EUB Special meeting. The Customer Engagement Committee/EUB shall follow the order of persons wishing to speak as listed on the sign-up sheet. If everyone who signed up to speak has been given an opportunity to speak and the thirty minutes designated for public comment has not been exhausted, the Customer Engagement Committee/EUB may, at its discretion,

open the floor to anyone else wishing to address the Customer Engagement Committee/EUB, subject to all the same procedures and guidelines.

No one signed up for public comment.

Open Session

3. Discuss and provide updates regarding customer service following transition to retail choice and competition. This discussion shall include but is not limited to the following items for discussion:
 - New technology for enhancing customer service in business operations and potential technology that will address Chat AI as the first option in AI, and discussion of AI systems demonstrated to LP&L.
 - Personnel issues regarding the salary study of UCSC personnel, and performance improvement strategies working with UCSC personnel, including use of PTE and adding phone lines to UCSC.
 - Website redesign and complimentary information
 - Kubra Payment Enhancements
 - Alerts about payments due and payments made

Mr. Clint Gardner led the discussion and started with an update on issues with the Kubra kiosks, informing the Board that the issues were being worked on by Kubra. Mr. Gardner then answered questions regarding kiosk locations and offsite payments for the Board.

Mr. Gardner next led discussion regarding artificial intelligence (A.I.) and its use for training customer service reps as well as to help answer, triage, direct calls to the appropriate responder, and to resolve simple call issues. Mr. Gardner then gave an overview of the various A.I. options that he was considering with the City of Lubbock. Mr. Gardner and Mr. Matthew Rose discussed changes being made to the City of Lubbock Utilities and LP&L websites, focusing on usability and appropriate redirect methods to channel customers to where they needed to go. Mr. Gardner and Mr. Rose discussed pain points with the Board, including fillable forms and a move-in checklists. Mr. Gardner updated the board on personnel changes, including the addition of seven new customer service personnel and discussed issues, such as pay bands and promotion opportunity, for staff advancement and retention.

4. Presentation and discussion regarding APPA event held on June 7-12 regarding community engagement and energizing our communities through engagement.

Item not discussed due to time.

5. Adjourn.

The Customer Engagement Committee and the Electric Utility Board were adjourned at 10:59 a.m. by Chair Stafford.

Prepared by:

Approved by:

Eddie Schulz, Secretary

Gwen Stafford, Chair

**CUSTOMER ENGAGEMENT COMMITTEE
AND SPECIAL MEETING OF THE
ELECTRIC UTILITY BOARD
AGENDA
JULY 16, 2024
10:00AM**

**OPEN SESSION:
CITIZENS TOWER
1314 AVENUE K
LUBBOCK, TEXAS 79401
2ND FLOOR CONFERENCE ROOMS 201A AND 201B**

1. Call to order.
2. Public Comment
Open Session
3. Discuss and provide updates regarding customer service following transition to retail choice and competition. This discussion shall include but is not limited to the following items for discussion:
 - New technology for enhancing customer service in business operations and potential technology that will address Chat AI as the first option in AI, and discussion of AI systems demonstrated to LP&L.
 - Personnel issues regarding the salary study of UCSC personnel, and performance improvement strategies working with UCSC personnel, including use of PTE and adding phone lines to UCSC.
 - Website redesign and complimentary information
 - Kubra Payment Enhancements
 - Alerts about payments due and payments made
4. Presentation and discussion regarding APPA event held on June 7-12 regarding community engagement and energizing our communities through engagement.
5. Adjourn.

KUBRA

Kiosk use 2023

ITEM DESCRIPTION	TAX	QUANTITY	UNIT PRICE	EXT AMOUNT
Monthly Minimum Kiosk	E	2,494.00	1.500000	3,741.00
Kiosk LB001IND- 125449	E	646.00	1.500000	969.00
Kiosk LB002IND- 125473	E	1,684.00	1.500000	2,526.00
Kiosk LB003IND- 125474	E	670.00	1.500000	1,005.00
Kiosk LB004IND- 128441	E	506.00	1.500000	759.00
DAL - Idxsys Payment Fee - ACH	E	33,653.00	0.100000	3,365.30

KUBRA EZ-PAY Managed Kiosk

Preventative Maintenance (Optional)

Dirty equipment is the #1 reason kiosks fail in the field. Regular maintenance is a simple preventative step that reduces failure rates, extends component life, and reduces customer fees paid on false failures by 60% (on average).

Preventative Maintenance is a contracted optional service as part of the EZ-PAY Managed Kiosk Solution. Semi-annual or quarterly preventative maintenance ensures the units and components are cleaned, inspected, and tested regularly (frequency recommendation based on deployment environment and daily usage rates).

As part of the service, Kubra defines a proactive schedule for the technicians to visit Kiosk locations. Professional Technicians will review a complete checklist of kiosk components.

How AI in Customer Service is Making a Difference

1. Accelerating Training for Customer Service Reps

Two of the biggest challenges for our customer service personnel include:

- The lead time it takes for new CSRs to reach the necessary proficiency to begin taking live contacts with customers
- The disparity between the experience delivered by veteran CSRs vs. new hires.

Generative AI in Customer Service has been deployed in many companies to help with both of those by simulating live call scenarios that CSRs can use to practice during training.

2. Minimizing (or Eliminating) Lag Time for our CSRs to Research Answers to Customers' Inquiries

Another key CX challenge for us is the lead time it takes for CSRs to research a customer inquiry before they can provide an answer. Our CSRs frequently put customers on hold while they research answers to questions to get the information needed to give an appropriate response. That process can take several minutes while customers wait in limbo to get a resolution to their inquiry, which is not a great experience for them.

Generative AI in CX has been deployed in many companies with great effect to help solve this problem by "training" internal systems and knowledge bases to retrieve answers for customers' inquiries in seconds vs. minutes.

3. Offloading Low-Complexity Inquiries to Chatbots or Virtual Assistants

By moving basic questions to a Chatbot or Virtual Assistant, repeat calls and questions by customers can be reduced by ~25%. Many companies are utilizing AI assistants that are handling ~2/3 of the customer service conversations and cutting call time by over 50%.

Final thoughts:

Right now we're stuck in limbo regarding the path we want to take. We need to answer the question of "where should we start with AI? Customer Service areas with opportunities we're already trying to solve will be an easier transition by applying some type of AI.

First steps for us:

- *Utilize Kubra or a similar vendors programs we have access to now and not utilizing.*
- *Utilize vendors such as PowerConnect.AI or Waterfield Technologies to start with basic features of AI such as training our CSRs to hit the floor more prepared and quicker than our current 13 week training agenda.*
- *Provide CSRs on the floor access to information much quicker than they can currently research. This speeds up call time and customer satisfaction.*

Waterfield Technologies

1. faqGPT:

faqGPT is a fully hosted, managed, and secure Generative AI chatbot solution. Website visitors can ask a question, and faqGPT answers them using information from your website, and knowledgebase. With faqGPT you can:

Chat-enable your website with a single line of code.

Reduce load on your contact center

Understand what your customers really want.

Start your journey into the new world of Generative AI

All data for answering questions will come from websites or documents provided by customer

Use case: (1) Offer an FAQ bot to your customers for content searches on your website while also providing real-time insight and assistance to your CSRs.

Pricing:

- Total Price per response: \$0.013
- No upfront fee's

2. taskGPT:

taskGPT delivers chatbots that are more flexible and more conversational. This is a truly disruptive solution that lowers the cost and time to deliver and optimize human-like conversational self-service.

With taskGPT for Messaging you can:

Understand what your users really want.

Create complex automation that adapts to the need of your users .

Answer customer questions using a blend of general knowledge and information from your website, knowledge base and carefully crafted knowledge sources.

Instantly translate your experience into any language

Reduce load on your contact center

Use case: (2) Start/Stop Service, Payment Negotiations.

Pricing: Generative AI APIs (pass through + Infrastructure) per response | Implementation & Tuning | Support, Maintenance, and Optimization:

- Total Price per response: \$0.013
- Monthly xGPT Support, Maintenance, & Optimization Services \$11,818.00
- Onetime xGPT Implementation Services (per use case) \$135K
 - Includes Design Sprint,
 - (2) Model Tunings
 - Integration Package
 - Evaluation, Tuning & Adversarial Testing

3. routeGPT:

routeGPT is a fully hosted, managed, and secure AI driven call routing solution powered by Generative AI. We will deploy our data-collection app to gather data from real customer calls that will allow us to build a robust AI model that captures a customer's reason for calling and passes the call on to your systems to route the call to the right agent, or to existing IVR modules.

With routeGPT you can:

Ask callers 'How can I help?'

Route callers to the right agent or existing IVR modules

Reduce load on your contact center

Understand what your customers really want.

Use case: (1) Natural language, conversational call routing.

Pricing:

- routeGPT = Minimum \$15K per month and includes up to 50K calls. \$.30 per call after that.
 - No upfront fees
 - 1 Model Training included

[illegible]

<p>Our Current Pain Points</p> <ul style="list-style-type: none"> Website does not greet or acknowledge the customer as a human New residents may not know what services COCLU provides as it's not overly stated on the website Outdated enter how still say COCLU provides electricity Residents new to Lubbock may not know where to go to identify service providers 	<ul style="list-style-type: none"> The Move In Form needs to be segmented/dichotomized (page breaks), it is too fast having all the top items and customers are skipping over it and missing the fact that not all services are offered. <p>Page 1: Like this form to sign up for water, sewer, and garbage services. Gas and electric service will need to be explained separately. Visit _____ for more details. Click > Page 2: Begin the form</p> <ul style="list-style-type: none"> Is there a way to populate the address vs. have the customer enter in full details? Customers mis-type and enter incorrect details. Messaging about checking Spam Folder needs updating. Also, it shows an LPSL contact address which confuses the customer. Can the form be auto-filled weekends and holidays so customers understand that service cannot start on those days? Move In Form needs to bifurcate added so customers can apply for advance pay When you complete the Move In Form, it says you are being processed. Customers don't know what processed means. Close the loop with language that tells the customer in service and handles next steps. Customers need to receive an email that clearly states services have been activated. No mention of lease requirement. How is welcome packet mailed? Who updates the packet? Group add it's too long and doesn't have "welcome." It is not written on 0' grade level and does not include plain language. Additionally, it will have electric information & deposit request. 	<ul style="list-style-type: none"> Customers get locked out of account and it's not easy to read. Issue a solution. 	<ul style="list-style-type: none"> To learn how to save, you have to jump to other areas which are not friendly and customer has inaccurate information (J.W. water) 	<ul style="list-style-type: none"> To report a problem you have to hunt for the option under How to Contact Us. Have this more inclusive and customers "in emergencies" can be notified. 	<ul style="list-style-type: none"> Currently no online survey/questionnaire exists. This results in sending paper surveys without stamps and envelopes to customers and the inability to track improvement in real-time. The address on the homepage does not match the Customer Service Center address. This is confusing to our customers. One says Broadway and the other says Ave. K. 	<ul style="list-style-type: none"> Customers are unsure if COCLU received the termination notice. There needs to be something that shows up on the customer's account dashboard that says "request for termination on _____" or "تمديد" The form asks for a 14 digit account number, 10 digit account number
---	--	--	---	---	---	--

	Sign Up for Emergency Alerts:
	Consider Volunteer Opportunities:
✓	IMPORTANT PHONE NUMBERS
	<p>311: 311 is an easy-to-remember telephone number that connects citizens with specially-trained customer service representative ready to assist with City service requests: potholes, stray animals, downed street signs, trash collection or other City requests.</p> <p>Insert Other City Numbers Here</p>

Move-In Form

Residential Move-in Form

Use this form to request any or all of the following utility services: Water, Sewer, and Garbage. If you wish to establish service at a business, please use the Commercial Move-in Form. For your convenience, Lubbock Utilities will process your electronic request within two (2) business days of receipt (M-F, excluding holidays and weekends).

Customer Information

First Name *

Last Name *

Social Security # *

Ex: 999-99-9999

Driver License #

Driver License State

Contact Numbers (at least one is required) *

Type

Number

Primary

Add Contact Number

Preferred Method of Contact

Phone

☐ Do you want to add additional adults over 18 yrs old?

Progress:

0%

Back

Next

Move-In Form

Residential Move-in Form

Service Address

Address Number *

Street Name *

Suffix *

Unit Type

Number

City *

State *

Zip *

☐ Check if mailing address different than the above address



Progress:

26%

Back

Next







Below, you will find suggested edits to existing customer forms.

- ✓  [Move In Forms - Comments.docx](#)
- ✓  [Move Out Forms - Comments.docx](#)
- ✓ [New Service Welcome Packet - Comments](#)

Suggested Next Steps for the Group:

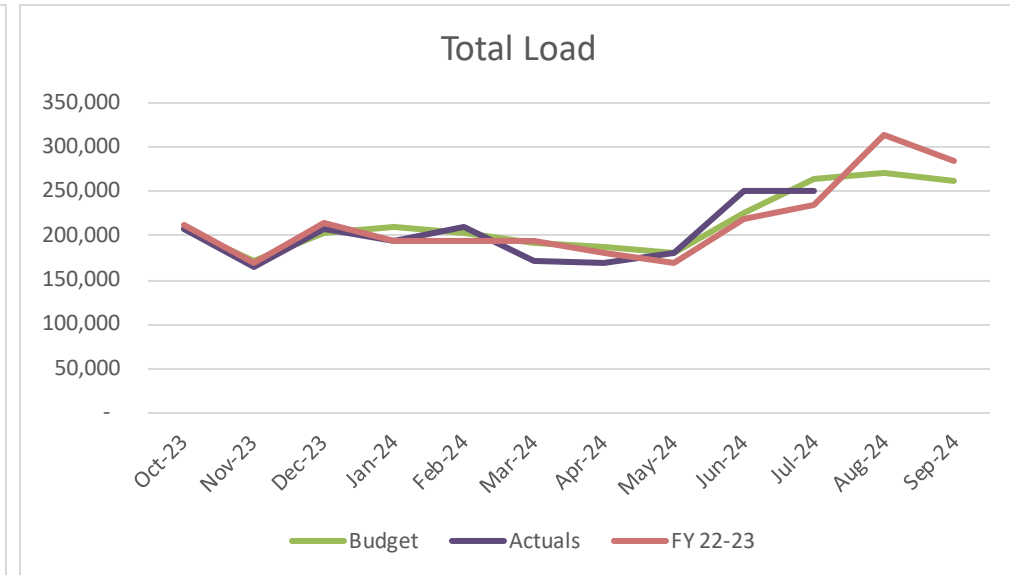
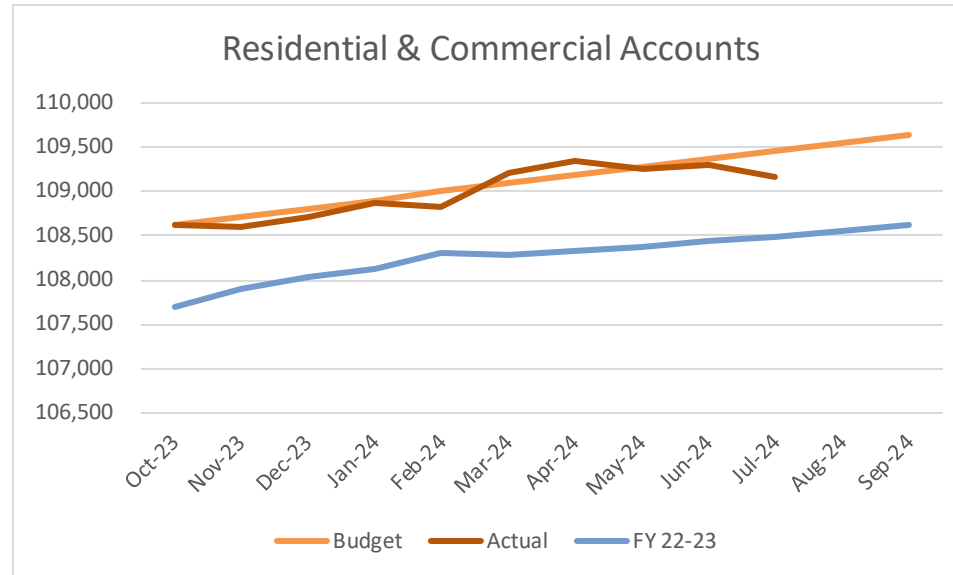
1. Review the Feedback
 - a. Let me know if you have questions or would like to sit down and talk through the recommendations.
 - b. If Hahn needs us to capture or present the feedback in another manner, please let me know and I'll accommodate the request.
2. Identify Form Owners
 - a. Clint, let's get together and identify who owns the above forms and has editing rights. Cat will then work with the form owners to revise the documents and get the documents to Matt/Tonya as needed.
3. Review the Last Row/Forms to Fix or Create Section and determine if Communications can help us with suggested infographics and Move In Checklist
4. Determine & communicate **website** revision cadence as funding becomes available in the new fiscal year.

Income Statement and Budget to Actuals – June

<u>Finance</u>				
<i>Effectively measure and maintain financial risk exposure and performance of LP&L for the ongoing health of the utility and protection of ratepayer assets.</i>				
Operating Ratio	Goal	Actual	Status	Operating Ratio = Operating Expense / Operating Revenue
June	0.812	0.871		For every \$1 of Operating Revenue there is \$X.XX in Operating Expense. A lower number is better.
Current Ratio	Goal	Actual	Status	Current Ratio = Current Assets / Current Liabilities
June	2.84	2.45		For every \$1 of Current Assets there is \$X.XX in Current Liabilities Assets. A higher number is better.
Days Cash on Hand	Goal	Actual	Status	Days Cash on Hand = Cash & Cash Equivalents / ((Operating Expenses - Depreciation & Amortization)/30 days)
June	90	155		Number of days operating expenses can be covered by current cash on hand. A higher number is better.
Debt/Total Asset (%)	Goal	Actual	Status	Debt/Total Assets = Total Debt / Total Assets
3rd Quarter	50%	63%		% of Debt to Total Assets. A lower number is better.
Debt Service Coverage Ratio	Goal	Actual	Status	Debt Service Coverage = Operating Income + Interest Income / Total Debt Service
3rd Quarter	2.26	2.75		Amount of free cash available for every \$1 of Debt Service payment.
Reserve to Reserve Requirement %	Goal	Actual	Status	Reserve on hand as a Percentage of Reserve Requirement
3rd Quarter	100%	172%		This metric shows our current status on meeting reserve requirements for FY 2023-24

Customer Energy Usage Budget to Actuals – July

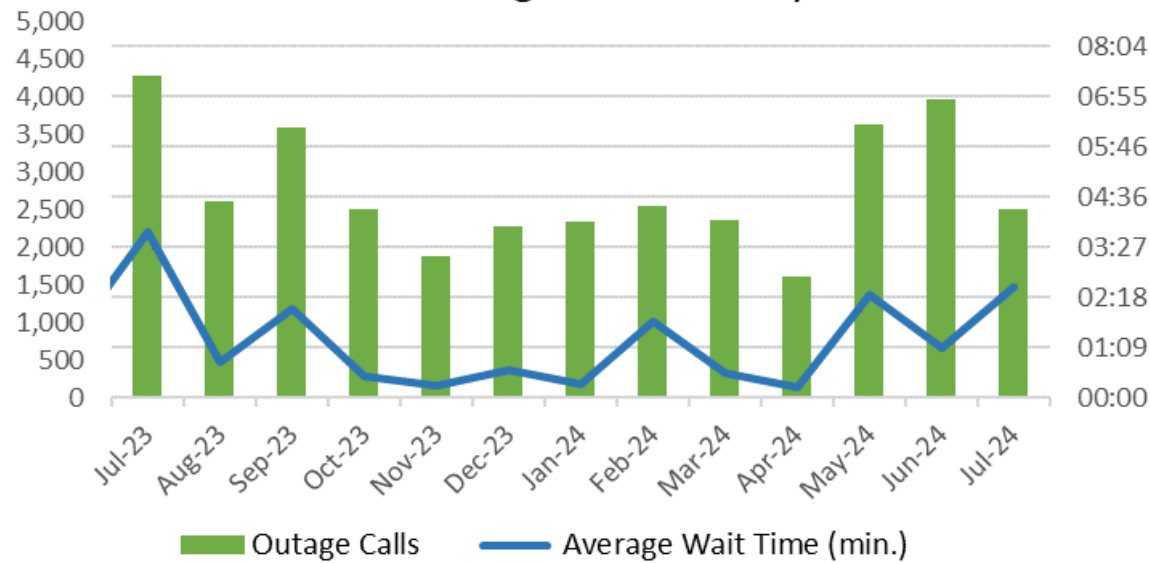
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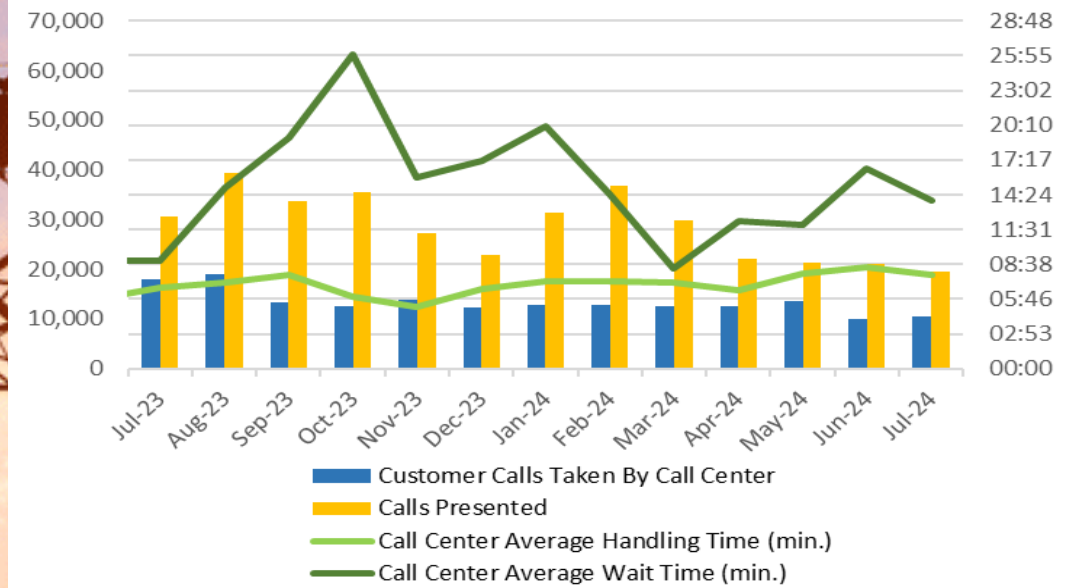
	July				Year-to-Date			
	Actual	Budget	Variance	% Var	Actual	Budget	Variance	% Var
Total Load(MWh)								
Residential	117,051	124,698	7,647	6.1%	788,296	803,822	15,525	1.9%
Commercial & Industrial	133,917	139,183	5,266	3.8%	1,220,239	1,240,062	19,823	1.6%
Total	250,968	263,881	12,913	4.9%	2,008,535	2,043,883	35,348	1.7%
Average Usage (kwh)								
Residential	1,240	1,296	56	4.3%	8,347	8,354	7	0.1%
Commercial & Industrial	9,069	10,508	1,439	13.7%	83,848	93,622	9,774	10.4%
Total	10,309	11,804	1,495	12.7%	92,195	101,976	9,781	9.6%

LP&L Customer Service Metrics – July

Outage Calls Activity



Call Center Activity



Lubbock Power & Light

Outreach Summary

July 2024



Executive Summary

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LPandL.com

LPandL.com pageviews continued to decrease (-9%) this month likely due to customers visiting their new providers for information.

Employee Highlights

LP&L participated in the TLRA Lineman Rodeo with both our apprentice and journeymen teams bringing home trophies from Seguin.

Community Engagement:

LP&L was part of the 15th Annual "Vamos a Pescar, Let's Go Fishing" event where our team contributed items for 500 children's bags and 500 adult bags, which we helped to distribute and assisted with event registration.

Additionally, the team went down to Austin to take part in the Texas Public Power Association Annual Conference.

July	Impressions	% Change from Previous Month
Earned	25,538,144	1,529%
Owned (Social + Website)	80,340	84%
Total	25,618,484	1,490%

Website Overview

LPandL.com

Highlights

- **LPandL.com** pageviews continued to decrease (-9%) this month likely due to customers visiting their new providers for information.
- The **“REPs List”** page experienced a slight increase (10%), potentially due to new residents or students moving back to the area.
 - The **“REPs List”** had 670 pageviews.
- The **“Customer Education”** pages saw a decrease this month (-11%), likely due to lower activity on the Plugged In page.

Overview	July	% Change from Previous Month
Users	28,038	-7%
Pageviews	35,154	-9%
Sessions	26,509	-6%
Avg Session Duration	3:40	-15%

June	Pageviews	% Change from Previous Month
Retail Competition	2,402	-6%
REPs List	670	10%
“View REPs List” button	0	-100%
REPs List Page	670	14%
ERCOT	239	-4%
Customer Education	1,857	-11%
Powerful Pointers	131	31%
Plugged In	1,726	-13%
Total	5,168	-6%

Highlights

- | Type | Posts | Impressions | Engagements |
|---------|-------|-------------|-------------|
| Organic | 6 | 11,567 | 217 |
| Boosted | 2 | 33,619 | 11 |
| Total | 8 | 45,186 | 228 |

Lubbock Power & Light
 July 15 at 2:45 PM · 🌐

Exciting news about our recent infrastructure upgrades:

- Yellowhouse Substation: Capacity upgrade completed, ensuring more reliable power for north Lubbock's customers.
- Northeast Substation: Phase 2 will be completed in July for a capacity upgrade to boost efficiency and reliability. Phase 1 is done, featuring a new transformer and breakers.
- Red Raider Substation: New distribution feeder buildout along 4th Street to improve power distribution.

Album 2024 TLRA Rodeo

Lubbock Power & Light
 July 20 at 5:39 PM · 🌐

The competitions at Nolte Park in Seguin, Texas, have come to a close! Thank you to everyone who participated and supported our apprentices and journeymen. Families came out in full force to cheer them on - it truly was a family event!

Stay tuned for the final results, which will be announced later tonight. Everyone gave their best despite the hot weather, and we appreciate each and every one of you! 🙌

#LPandL #TLRA #LetsGoLetsGo #LetsRodeo 🤠🔥

Lubbock Power & Light
 5d · 🌐

Beat the heat and conserve energy this summer! Set your programmable thermostat a few degrees higher when you're away to maximize savings and reduce energy use. Small changes can make a big difference! Learn more: <https://lpandl.com/powerful-pointers/what-you-can-do>

BENEFITS OF A PROGRAMMABLE THERMOSTAT

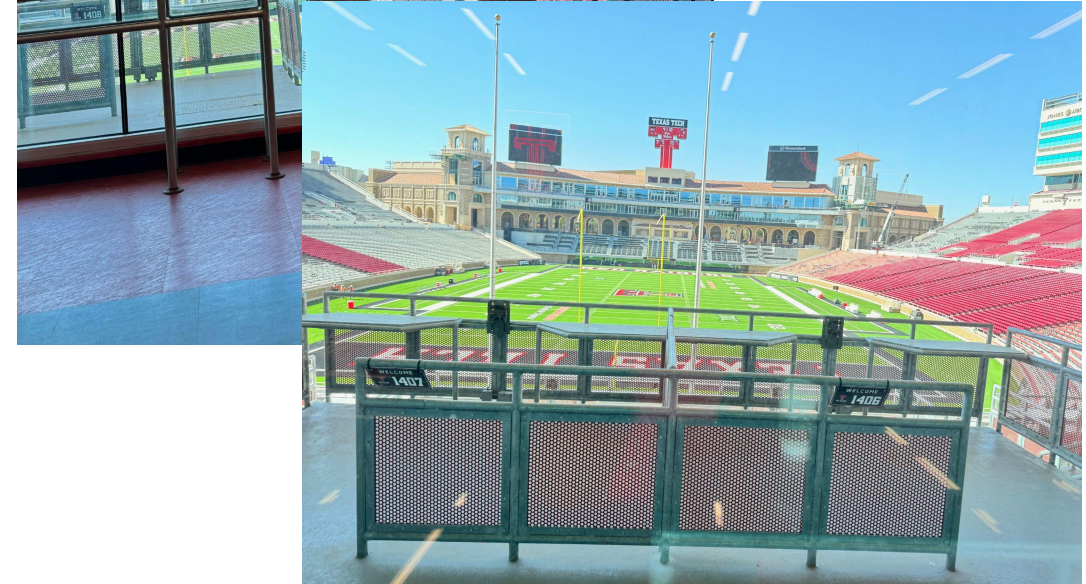
- Conserves energy and saves money
- Customized comfort with personalized settings
- Reduced environmental impact
- Control remotely

Infrastructure & Support

Texas Tech Games

Highlights

- **Texas Tech Football Preparations**
 - With another football season upcoming, we had a pre-season coordination meeting with Coach McGuire and key team members to ensure that this year's home football games run smoothly.
 - Building on last year's successful efforts, we're excited to be part of the action once again in partnership with Texas Tech Football.



Community Engagement

Employee Highlights

Highlights

- **TLRA Lineman Rodeo**
 - We're incredibly proud to announce the outstanding achievements of our team at the TLRA Lineman Rodeo in Seguin, Texas!
 - Julian Flores excelled with a 2nd place finish in the Apprentice Pole Climb, showcasing exceptional skill and determination.
 - Our journeyman team, consisting of Matthew Burns, Chase Jackson, and Bryce Chapa, demonstrated their expertise and teamwork, securing a well-deserved 3rd place in Journeyman Team Pole Climb.
 - We're also thrilled to congratulate Easton Reynolds, son of Anthony Reynolds, one of our Overhead Powerline Foreman, for winning the Jr. Lineman competition—a testament to our commitment to nurturing future talent.



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Community Engagement

Conferences

Highlights

- **TPPA Conference**
 - Our team went down to Austin to take part in the Texas Public Power Association Annual Conference, where we connected with industry leaders to explore advancements and challenges in public power.
 - Our participation underscores our dedication to staying at the forefront of innovation and maintaining dependable service for our community.



Community Engagement

Volunteer Efforts

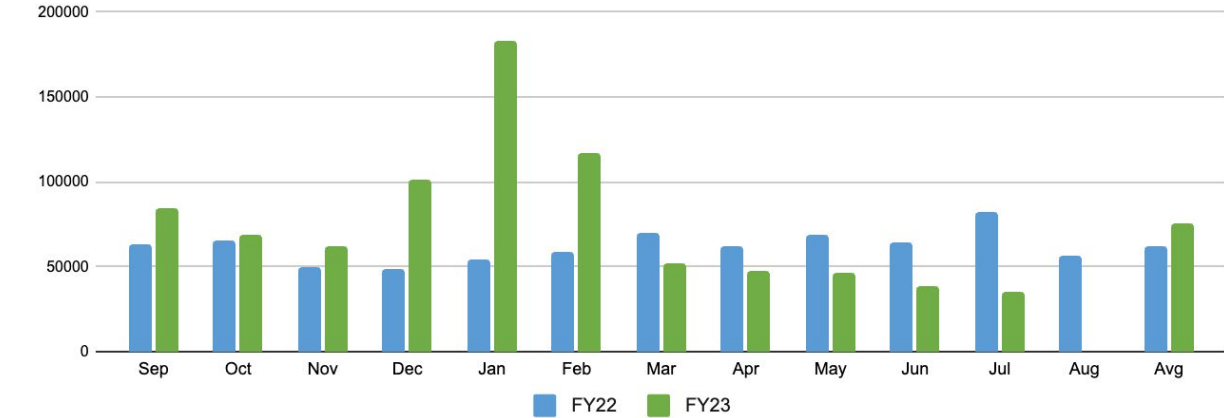
Highlights

- **Los Hermanos Familia**
 - LP&L was part of the 15th Annual "Vamos a Pescar, Let's Go Fishing" event in led by Councilwoman Christy Martinez-Garcia.
 - Our team contributed items for 500 children's bags and 500 adult bags, which we helped to distribute and assisted with event registration.
 - This special event began as a farmer's last wish to go fishing, and it has since grown into a tradition that unites families.
 - With no fees or costs, it's all about making fishing accessible and fun for everyone.

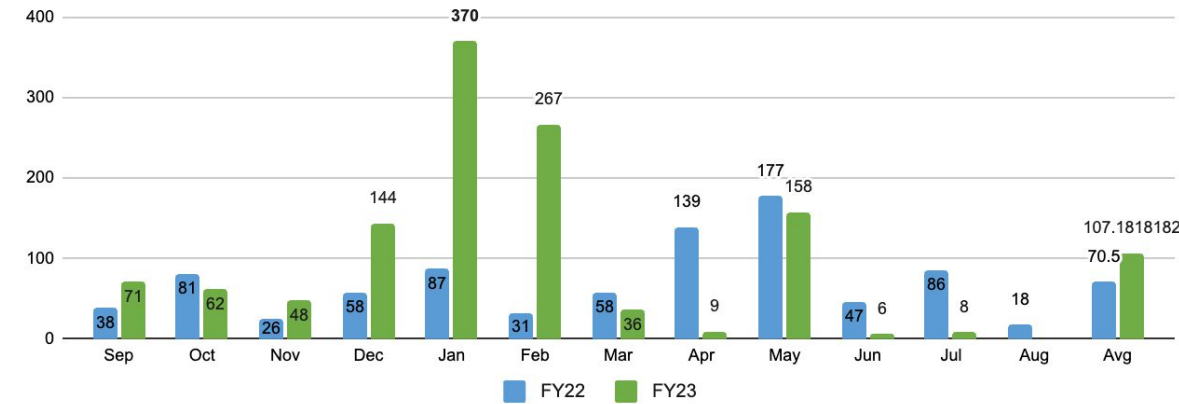


Year-Over-Year Comparisons

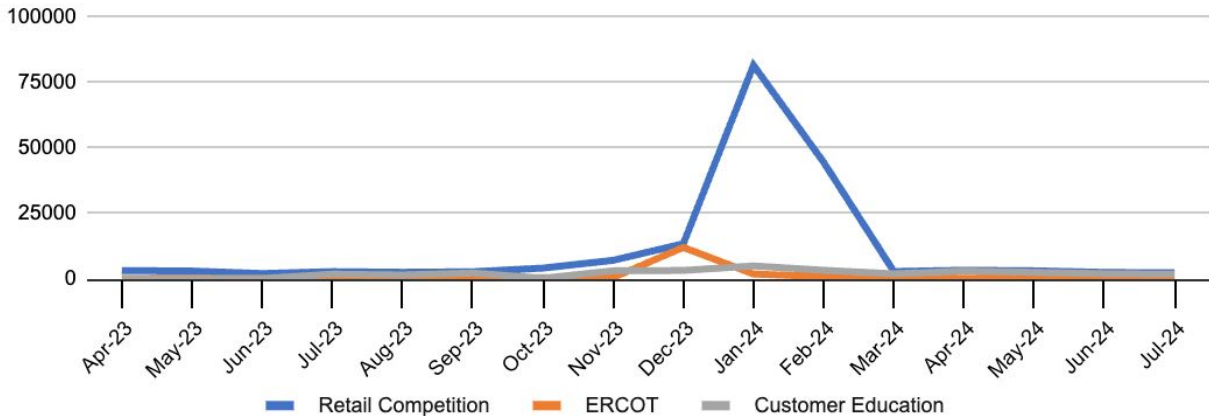
LPandL.com Pageviews (Fiscal Year Comparison)



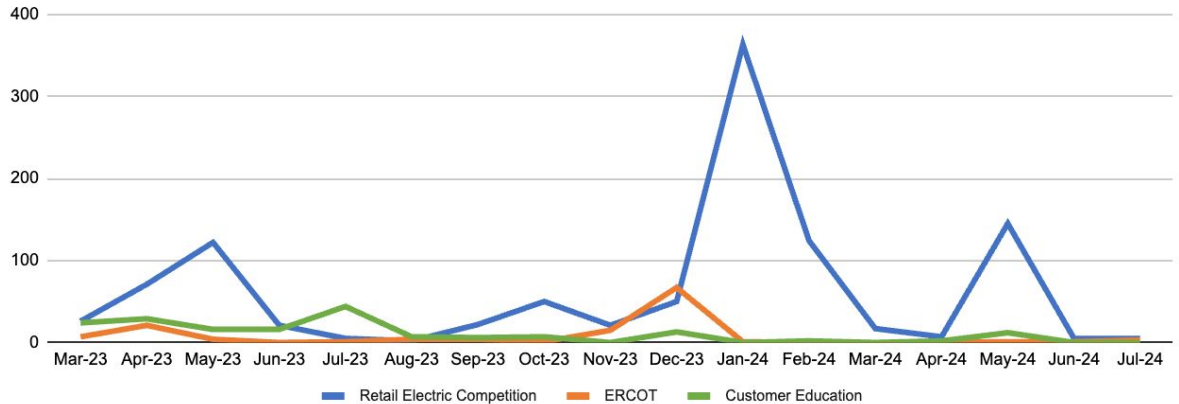
Media Stories (Fiscal Year Comparison)



Pageviews by Category Over Time

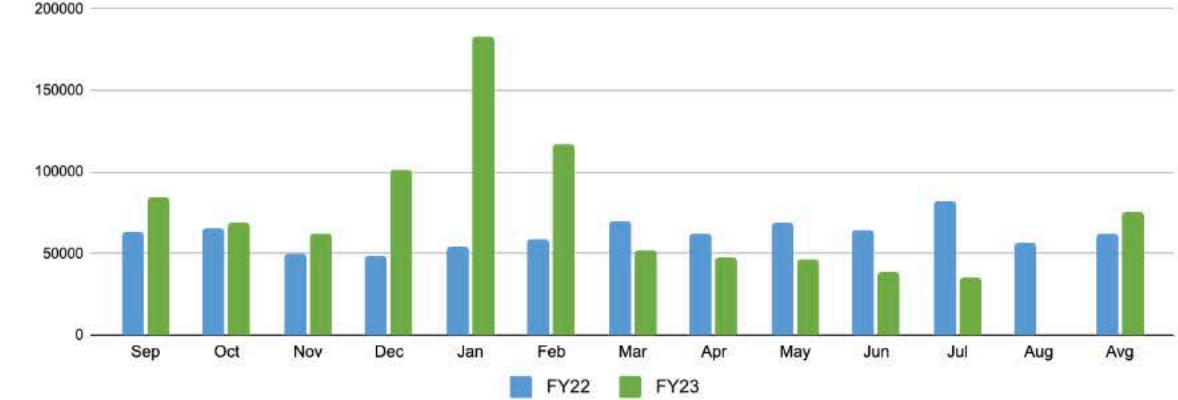


Media Stories by Category Over Time

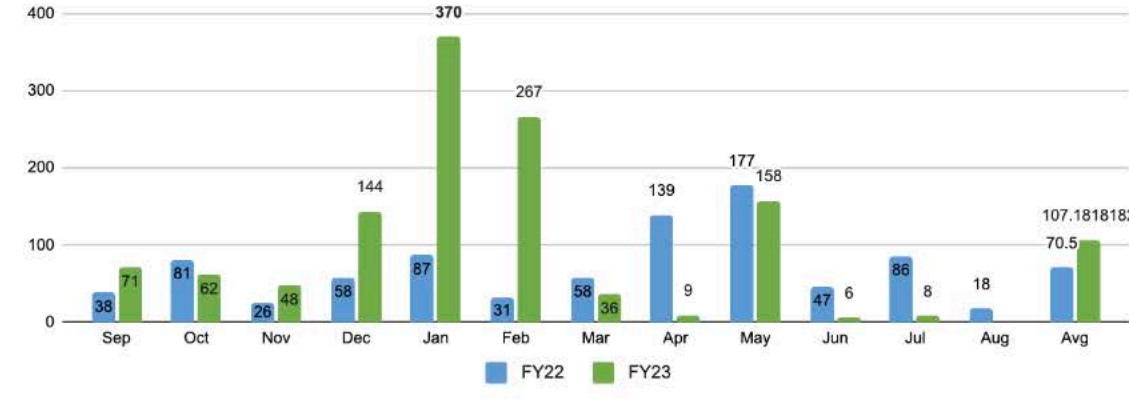


Year-Over-Year Comparisons

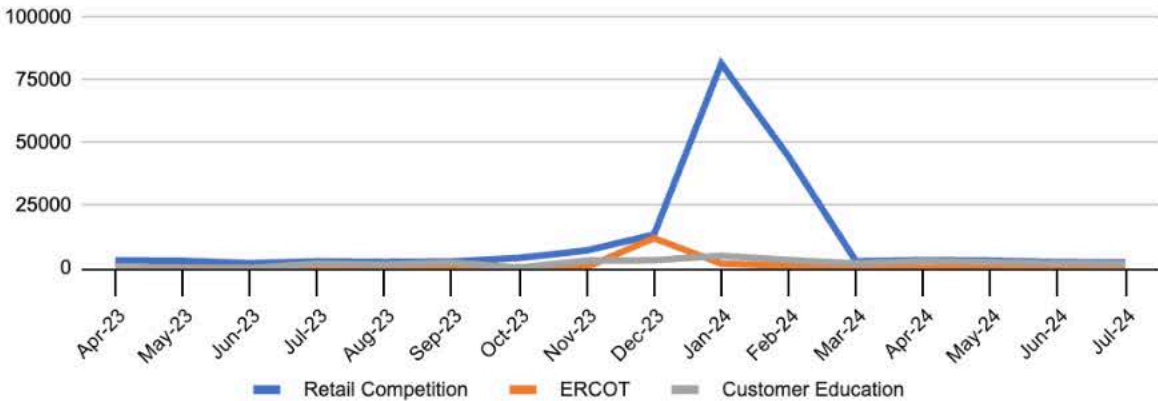
LPandL.com Pageviews (Fiscal Year Comparison)



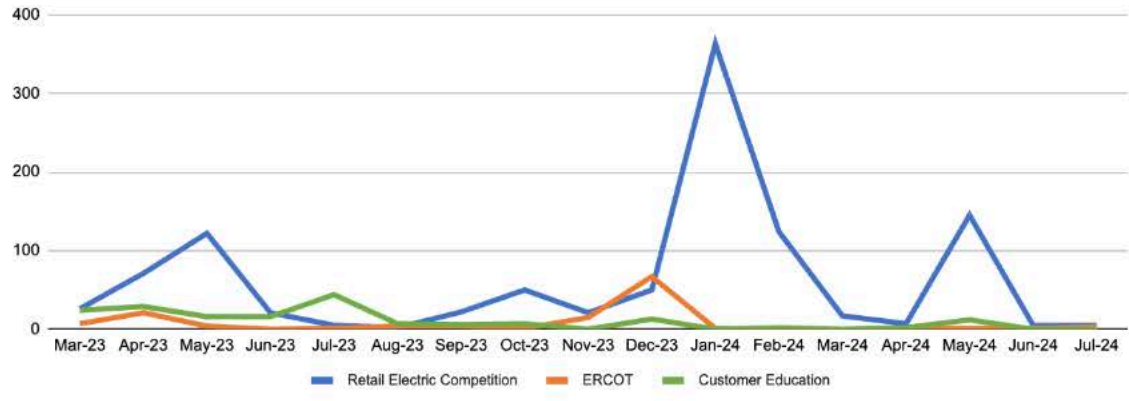
Media Stories (Fiscal Year Comparison)



Pageviews by Category Over Time



Media Stories by Category Over Time



September 2024

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2 Labor Day Holiday	3	4	5	6	7
8	9	10 City Council Meeting	11	12	13	14
15	16	17 EUB Meeting	18	19	20	21
22	23	24 City Council Meeting	25	26	27	28
29	30					

October 2024

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
	<u>National Public Power Week</u>					
6 LP&L Customer Appreciation Event - Spirit Ranch 1-3PM	7	8 City Council Meeting	9	10	11	12
13	14	15 EUB Meeting	16	17	18	19
20	21	22 City Council Meeting	23	24	25	26
27	28	29	30	31		

Lubbock Power and Light
Monthly Management Report
Statements of Net Position
June 30, 2024

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	June 2024	September 2023
<u>ASSETS</u>		
Current assets:		
Pooled cash and cash equivalents	107,854,063	115,486,259
Receivables, net	34,483,597	48,198,085
Deferred Expenses - PPRF	-	-
Interest receivable	-	571,756
Prepaid expenses	25,000	25,000
Inventories	3,714,401	3,339,461
Total current assets	146,077,061	167,620,561
Noncurrent assets:		
Restricted investments	50,650,637	68,021,315
Prepaid expenses	711,108	811,109
	51,361,746	68,832,424
Capital assets:		
Construction in progress	59,387,007	30,372,518
Right of Use Asset-Leases	538,924	538,924
Right of Use Asset-SBITA	1,973,003	1,973,003
Production Plant	89,256,885	89,256,885
Transmission Plant	340,806,232	340,806,232
Distribution Plant	431,107,858	431,090,424
Regional Trans Market Oper Plant	2,767,780	2,767,780
General Plant	59,308,347	56,470,926
Less accumulated depreciation	(330,193,476)	(313,144,941)
Total capital assets	654,952,560	640,131,751
Total noncurrent assets	706,314,305	708,964,175
Total Assets	\$ 852,391,366	\$ 876,584,736
<u>DEFERRED OUTFLOWS OF RESOURCES</u>		
Deferred charge on refunding	\$ 145,490	\$ 145,490
Deferred outflow-Goodwill	-	-
Deferred outflows from pensions	16,186,613	16,186,613
Deferred outflows from OPEB	2,027,363	2,027,363
Total Deferred Outflows of Resources	\$ 18,359,466	\$ 18,359,466

Lubbock Power and Light
Monthly Management Report
Statements of Net Position
June 30, 2024

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	June 2024	September 2023
<u>LIABILITIES</u>		
Current liabilities:		
Accounts payable	\$ 8,630,071	\$ 90,698,146
Deferred Revenues - PPRF/FFE Over Collection	41,386,755	25,182,458
Accrued liabilities	1,104,697	2,916,785
Accrued interest payable	4,032,296	8,580,205
Unapplied cash	2,497,417	4,578,558
Compensated absences	2,063,359	2,063,359
Notes Payable	-	-
Bonds payable	-	17,720,000
Total current liabilities	<u>59,714,596</u>	<u>151,739,511</u>
Noncurrent liabilities:		
Compensated absences	1,501,637	1,501,637
Post employment benefits	16,227,189	16,227,189
Net pension obligation	28,980,668	28,980,668
Leases Payable	901,391	901,391
Bonds payable	539,916,072	473,538,366
Total noncurrent liabilities	<u>587,526,957</u>	<u>521,149,251</u>
Total Liabilities	<u>\$ 647,241,553</u>	<u>\$ 672,888,762</u>
<u>DEFERRED INFLOWS OF RESOURCES</u>		
TMRS actual vs assumption	908,593	908,593
OPEB actual vs assumption	7,276,813	7,276,813
Total Deferred Inflows of Resources	<u>\$ 8,185,406</u>	<u>\$ 8,185,406</u>
<u>NET POSITION</u>		
Net investment in capital assets	\$ 137,371,360	\$ 190,370,981
Restricted for:		
Debt Service	28,461,255	25,553,992
Unrestricted	49,491,259	(2,054,938)
Total Net Position	<u>\$ 215,323,874</u>	<u>\$ 213,870,034</u>

Lubbock Power and Light
Monthly Management Report
Statements of Revenues, Expenses, and Changes in Net Position
June 30, 2024

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	June 2024	June 2023	June 2024 FYTD	June 2023 FYTD
<u>OPERATING REVENUES</u>				
Charges for services	\$ 14,812,793	\$ 29,700,456	\$ 171,791,548	\$ 250,002,015
(Over)/under collection	-	653,453	(15,488,467)	(31,572,835)
TCOS Revenue	3,990,062	3,662,970	34,929,298	32,362,305
ERCOT Hold Harmless	(1,822,883)	(1,822,921)	(16,406,016)	(16,406,291)
Provision for bad debts	(450,489)	(425,211)	(1,190,850)	(1,212,197)
Total Operating Revenues	16,529,483	31,768,746	173,635,514	233,172,997
<u>OPERATING EXPENSES</u>				
Personal services	2,077,399	3,063,930	20,387,976	19,007,559
Supplies	112,203	124,775	1,223,309	1,335,327
Maintenance	330,540	426,650	2,803,920	3,193,015
Purchase of fuel and power	3,552,176	19,935,590	97,659,468	147,629,856
Other services and charges	1,579,469	1,653,492	11,644,220	12,557,309
Depreciation and amortization	1,995,583	1,778,751	17,506,488	16,110,338
Total Operating Expenses	9,647,371	26,983,190	151,225,381	199,833,403
Operating income	6,882,112	4,785,556	22,410,133	33,339,594
<u>NON-OPERATING REVENUES (EXPENSES)</u>				
Interest income	560,389	594,543	6,070,183	4,955,902
Disposition of assets	20,034	21,750	72,452	47,353
Miscellaneous	(1,298,083)	(1,615,656)	(9,365,688)	(11,990,084)
IRS Build America Bond Subsidy	-	-	-	-
Interest expense on leases	-	-	-	-
Interest expense on bonds	(1,590,078)	(1,575,755)	(16,089,798)	(14,188,055)
Total Non-Operating Revenues (Expenses)	(2,307,738)	(2,575,117)	(19,312,851)	(21,174,884)
Income(Expenses) before contributions and transfers	4,574,374	2,210,438	3,097,282	12,164,710
Capital contributions	-	-	-	-
Transfers (In)	71,233	132,648	641,095	1,193,830
Transfers (Out)	(253,837)	(302,802)	(2,284,537)	(2,725,220)
Transfers, net	(182,605)	(170,154)	(1,643,442)	(1,531,390)
Change in Net Position	\$ 4,391,769	\$ 2,040,284	\$ 1,453,840	\$ 10,633,321
				\$ 10,633,322
Net Position - beginning			\$ 213,870,033	\$ 263,795,618
Net position, ending			<u>\$ 215,323,873</u>	<u>\$ 274,428,939</u>

Lubbock Power and Light
Monthly Management Report
Statement of Cash Flows
June 30, 2024

	June 2024	June 2024 FYTD
<u>CASH FLOWS FROM OPERATING ACTIVITIES</u>		
Receipts from customers	\$ 12,354,493	\$ 203,554,299
Payments to suppliers	(6,330,263)	(199,667,161)
Payments to employees	(2,077,399)	(20,387,976)
Other receipts (payments)	(1,298,083)	(9,365,688)
Net cash provided (used) by operating activities	<u>2,648,748</u>	<u>(25,866,526)</u>
<u>CASH FLOWS FROM NONCAPITAL AND RELATED FINANCING ACTIVITIES</u>		
Transfers in from other funds	71,233	641,095
Transfers out to other funds	(253,837)	(2,284,537)
Net cash provided (used) by noncapital and related financing activities	<u>(182,605)</u>	<u>(1,643,442)</u>
<u>CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES</u>		
Purchases of capital assets	(2,629,901)	(31,869,343)
Sale of capital assets	43,380	(285,501)
Principal paid on bonds	-	(20,860,000)
Issuance of bonds	-	69,517,706
Bond issuance costs	-	-
Interest paid on bonds and capital leases	-	(20,637,706)
Capital grants and contributions	-	-
Rebatable Arbitrage	-	-
Net cash provided (used) for capital and related financing activities	<u>(2,586,521)</u>	<u>(4,134,844)</u>
<u>CASH FLOWS FROM INVESTING ACTIVITIES</u>		
Sale (Purchase) of investments	3,059,746	17,370,678
Interest earnings on cash and investments	560,389	6,641,939
Net cash provided (used) by investing activities	<u>3,620,135</u>	<u>24,012,617</u>
Net increase (decrease) in cash and cash equivalents	3,499,758	(7,632,196)
Cash and cash equivalents - beginning of period	104,354,306	115,486,259
Cash and cash equivalents - end of period	<u>107,854,063</u>	<u>107,854,063</u>
<u>Reconciliation of operating income (loss) to net cash provided (used) by operating activities:</u>		
Operating income (loss)	6,882,112	22,410,133
Adjustments to reconcile operating income (loss) to net cash provided (used) by operating activities:		
Depreciation and amortization	1,995,583	17,506,488
Other income (expense)	(1,298,083)	(9,365,688)
Change in current assets and liabilities:		
Accounts receivable	(4,174,990)	13,714,488
Deferred Expenses - PPRF	-	-
Inventory	(126,878)	(374,940)
Accounts payable	(499,731)	(82,068,075)
Deferred Revenues - PPRF	-	16,204,297
Hold Harmless Payment	-	-
Accrued liabilities	(2,094)	(1,812,088)
Customer deposits	(127,171)	(2,081,141)
Compensated absences and retirement benefits	-	-
Net cash provided (used) by operating activities	<u>2,648,749</u>	<u>(25,866,526)</u>

Lubbock Power and Light
Monthly Management Report
Budget Comparison - Unaudited
as of June 30, 2024

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	FYTD June 2024	Annual Budget	Variance	% of Budget Realized
<u>FUNDING SOURCES</u>				
Interest earnings	\$ 4,525,446	\$ 1,190,766	\$ 3,334,680	380.04%
Rentals and recoveries	29,958	164,734	(134,776)	18.19%
Sale of equipment/recycle scrap	74,802	164,979	(90,177)	45.34%
Metered Revenues				
Uncollectable Metered Revenues	(1,190,849)	(387,011)	(803,838)	307.70%
Base Rates	28,869,257	31,036,684	(2,167,427)	93.02%
Distribution System Revenue		73,138,857	(73,138,857)	0.00%
Purchased Power (excl. over/under recovery)	79,778,878	101,048,114	(21,269,236)	78.95%
Franchise Fee Equivalent	8,206,601	12,577,006	(4,370,405)	65.25%
Transmission Cost of Service (TCOS)	34,929,298	44,400,000	(9,470,702)	78.67%
ERCOT Hold Harmless Payment	(16,406,016)	(22,000,000)	5,593,984	74.57%
Fees and charges	2,582,206	1,273,739	1,308,467	202.73%
Outside work orders	443,146	1,446,710	(1,003,564)	30.63%
Tampering fees	32,480	45,228	(12,748)	71.81%
Miscellaneous	119,116	-	119,116	0.00%
Capitalized Asset Restricted Funds	-	-	-	0.00%
Transfer from Other Funds	641,095	1,534,767	(893,672)	41.77%
TOTAL FUNDING SOURCES	\$ 142,635,418	\$ 245,634,573	\$ (102,999,155)	58.07%
<u>COST CENTER EXPENSES</u>				
Administration				
7111 - Administration	\$ 2,763,311	\$ 3,437,165	\$ (673,854)	80.40%
7112 - Regulatory Compliance	642,233	852,930	(210,697)	75.30%
7113 - Legal	957,247	1,795,786	(838,539)	53.31%
7211 - Conservation & Education	520,480	506,433	14,047	102.77%
Purchased Power				
7315 - Purchased Power	97,657,974	125,375,830	(27,717,856)	77.89%
Production				
7311 - Operations	380,894	515,291	(134,397)	73.92%
7316 - Cooke Station	653,326	1,170,092	(516,766)	55.84%
7317 - Brandon Station	135,587	356,972	(221,385)	37.98%
7318 - Massengale Station	2,002,109	2,454,100	(451,991)	81.58%
Distribution				
7411 - Supervision & Engineering	653,838	580,747	73,091	112.59%
7412 - Underground Lines	2,682,338	3,615,536	(933,198)	74.19%
7413 - Overhead Lines	3,824,165	4,045,437	(221,272)	94.53%
7414 - Load Dispatching	1,353,093	1,982,296	(629,203)	68.26%
7415 - Customer Service	3,593,804	4,701,214	(1,107,410)	76.44%
7416 - GIS	770,833	1,018,186	(247,353)	75.71%
7417 - Substations	1,963,448	2,538,870	(575,422)	77.34%
7418 - Engineering & Construction Mgmt	452,263	712,815	(260,552)	63.45%
7419 - Meter Shop	949,853	923,724	26,129	102.83%
7421 - Street Lights	1,812,500	2,029,157	(216,657)	89.32%
Transmission				
7611 - Supervision & Engineering	1,138,595	1,450,005	(311,410)	78.52%
7613 - Overhead Lines	1,117,612	1,557,089	(439,477)	71.78%
7614 - Load Dispatching	1,187,780	1,432,786	(245,006)	82.90%
7617 - Substations	615,454	940,366	(324,912)	65.45%
Customer Service				
7423 - Field Services	-	-	-	0.00%
7511 - Performance Improvement	57,465	511,378	(453,913)	11.24%
7512 - Customer Information Systems	5,134,239	6,796,144	(1,661,905)	75.55%
7513 - Market Operations Group	399,912	1,581,243	(1,181,331)	25.29%
7514 - Customer Service	2,722,207	4,230,961	(1,508,754)	64.34%
7515 - Collections	1,445,956	2,437,712	(991,756)	59.32%
Reimbursement - City utilities & credit cards	(4,344,458)	(5,567,725)	1,223,267	78.03%
TOTAL COST CENTER EXPENSES	\$ 133,244,053	\$ 173,982,540	\$ (40,738,487)	76.58%
<u>FUND LEVEL EXPENSES</u>				
Debt service	\$ 21,733,250	\$ 36,800,935	\$ (15,067,685)	59.06%
Capitalized Interest	-	-	-	0.00%
Note Program fees	-	-	-	0.00%
Transmission System Inventory	-	-	-	0.00%
Transfers:				
Indirect cost allocation	1,429,355	1,905,807	(476,452)	75.00%
Payment in lieu of property tax	1,423,235	2,528,643	(1,105,408)	56.28%
Payment in lieu of franchise fee	8,058,111	12,643,213	(4,585,102)	63.73%
Cash funded electric capital	18,762,390	25,016,520	(6,254,130)	75.00%
Transfer to Debt Service for General Fund	855,182	1,140,242	(285,060)	75.00%
Miscellaneous Expense	77,912	83,494	(5,582)	93.31%
TOTAL FUND LEVEL EXPENSES	\$ 52,339,434	\$ 80,118,854	\$ (27,779,420)	65.33%
<u>TOTAL BUDGET</u>				
	\$ 185,583,488	\$ 254,101,394	\$ (68,517,906)	73.04%
Budget surplus/(deficit)	\$ (42,948,069)	\$ (8,466,821)	\$ (34,481,248)	

PRODUCTION

**LP&L Funds
Finance Department
Budget Comparison
As of June 30, 2024**

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Description	October-23	November-23	December-23	January-24	February-24	March-24	April-24	May-24	June-24	FYTD 23-24	Adopted Budget	Funds Remaining	% of Budget Spent	% Remaining
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 37,925	\$ 41,552	\$ 54,752	\$ 38,533	\$ 38,227	\$ 38,227	\$ 38,306	\$ 54,891	\$ 38,481	\$ 380,894	\$ 515,291	\$ 134,397	73.92	26.08
PURCHASED POWER														
COMPENSATION	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-
BENEFITS	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SUPPLIES	12,043,143	16,078,102	15,240,308	21,946,252	14,469,619	7,622,982	2,805,005	3,900,715	3,551,849	97,657,974	125,375,830	27,717,856	77.89	22.11
MAINTENANCE	-	-	-	-	-	-	-	-	-	-	-	-	-	-
PROF. SERVICES/TRAINING	-	-	-	-	-	-	-	-	-	-	-	-	-	-
OTHER CHARGES	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SCHEDULED CHARGES	-	-	-	-	-	-	-	-	-	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 12,043,143	\$ 16,078,102	\$ 15,240,308	\$ 21,946,252	\$ 14,469,619	\$ 7,622,982	\$ 2,805,005	\$ 3,900,715	\$ 3,551,849	\$ 97,657,974	\$ 125,375,830	\$ 27,717,856	77.89	22.11
PRODUCTION COOKE STATION														
COMPENSATION	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	162	\$ 67	\$ -	\$ 228	\$ 110,398	\$ 110,170	0.21	99.79
BENEFITS	-	-	-	-	-	-	69	28	-	97	42,926	42,829	0.23	99.77
SUPPLIES	451	825	476	202	378	818	349	408	736	4,643	189,445	184,802	2.45	97.55
Fuel	-	-	-	-	-	-	-	-	-	-	-	-	-	-
MAINTENANCE	437	437	437	7,099	437	582	437	471	460	10,798	25,246	14,448	42.77	57.23
PROF. SERVICES/TRAINING	167	252	167	252	167	167	378	-	-	1,548	4,500	2,952	34.39	65.61
OTHER CHARGES	-	-	-	-	-	-	-	-	-	-	500	500	-	100.00
SCHEDULED CHARGES	70,960	73,401	73,655	73,569	73,415	72,459	66,162	66,229	66,162	636,012	797,077	161,065	79.79	20.21
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 72,015	\$ 74,915	\$ 74,735	\$ 81,122	\$ 74,396	\$ 74,026	\$ 67,556	\$ 67,204	\$ 67,358	\$ 653,326	\$ 1,170,092	\$ 516,765	55.84	44.16
PRODUCTION BRANDON STATION														
COMPENSATION	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 110,098	\$ 110,098	-	-
BENEFITS	-	-	-	-	-	-	-	-	-	-	42,851	42,851	-	-
SUPPLIES	279	52	50	49	45	196	125	104	102	1,003	4,450	3,447	22.54	77.46
Fuel	-	-	-	-	-	-	-	-	-	-	-	-	-	-
MAINTENANCE	450	450	450	450	450	450	450	450	450	4,046	8,494	4,448	47.63	52.37
PROF. SERVICES/TRAINING	8	252	167	274	167	167	385	500	515	2,433	3,000	567	81.11	18.89
OTHER CHARGES	-	-	-	-	-	15	-	-	-	15	500	485	3.00	97.00
SCHEDULED CHARGES	14,223	14,223	14,223	14,304	14,223	14,223	14,223	14,223	14,223	128,090	187,579	59,489	68.29	31.71
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 14,959	\$ 14,977	\$ 14,890	\$ 15,076	\$ 14,884	\$ 15,051	\$ 15,183	\$ 15,277	\$ 15,290	\$ 135,587	\$ 356,972	\$ 221,385	37.98	62.02
PRODUCTION MASSENGALE STATION														
COMPENSATION	\$ 87,848	\$ 101,998	\$ 247,154	\$ 78,051	\$ 78,182	\$ 77,699	\$ 99,796	\$ 94,025	\$ 63,206	\$ 927,959	\$ 1,008,886	\$ 80,927	91.98	8.02
BENEFITS	32,728	39,370	77,789	31,122	31,130	31,037	36,278	37,368	25,251	342,075	400,013	57,938	85.52	14.48
SUPPLIES	10,294	6,675	2,084	3,408	2,026	2,604	2,585	1,075	2,722	33,472	163,775	130,303	20.44	79.56
Fuel	-	-	-	-	-	-	-	-	-	-	-	-	-	-
MAINTENANCE	1,358	3,435	2,282	2,402	2,085	2,858	2,061	2,306	2,588	21,375	71,221	49,846	30.01	69.99
PROF. SERVICES/TRAINING	13,707	4,983	1,490	29,127	4,985	3,249	1,768	6,808	926	67,044	-	(67,044)	-	-
OTHER CHARGES	597	99	-	376	351	131	4	4	-	1,564	4,300	2,736	36.38	63.62
SCHEDULED CHARGES	72,281	66,658	67,271	66,383	65,677	65,725	65,191	65,102	74,332	608,620	805,905	197,285	75.52	24.48
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 218,813	\$ 223,218	\$ 398,070	\$ 210,869	\$ 184,438	\$ 183,302	\$ 207,684	\$ 206,689	\$ 169,027	\$ 2,002,109	\$ 2,454,100	\$ 451,993	81.58	18.42

**LP&L Funds
Finance Department
Budget Comparison
As of June 30, 2024**

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Description	October-23	November-23	December-23	January-24	February-24	March-24	April-24	May-24	June-24	FYTD 23-24	Adopted Budget	Funds Remaining	% of Budget Spent	% Remaining
<u>DISTRIBUTION</u>														
DISTRIBUTION SUPERVISION & ENGINEERING														
COMPENSATION	\$ 26,821	\$ 36,521	\$ 53,181	\$ 36,057	\$ 34,378	\$ 37,196	\$ 36,932	\$ 54,827	\$ 37,630	\$ 353,543	\$ 246,517	\$ (107,026)	143.42	(43.42)
BENEFITS	9,315	13,695	21,050	14,492	13,809	14,874	14,690	21,982	14,864	138,770	111,214	(27,556)	124.78	(24.78)
SUPPLIES	854	736	1,667	624	501	757	1,202	1,127	808	8,275	16,901	8,626	48.96	51.04
MAINTENANCE	592	2,386	617	744	1,767	459	436	531	1,258	8,789	7,898	(891)	111.29	(11.29)
PROF. SERVICES/TRAINING	2,571	1,552	315	146	261	1,532	2,193	7,668	12,958	29,197	45,585	16,388	64.05	35.95
OTHER CHARGES	340	-	2,384	521	583	683	589	439	886	6,425	7,545	1,120	85.15	14.85
SCHEDULED CHARGES	12,259	11,850	12,049	12,235	12,049	12,049	12,248	12,049	12,049	108,838	145,087	36,249	75.02	24.98
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 52,753	\$ 66,739	\$ 91,263	\$ 64,819	\$ 63,348	\$ 67,551	\$ 68,290	\$ 98,623	\$ 80,453	\$ 653,838	\$ 580,747	\$ (73,091)	112.59	(12.59)
DISTRIBUTION UNDERGROUND LINES														
COMPENSATION	\$ 92,853	\$ 127,325	\$ 256,339	\$ 118,555	\$ 103,822	\$ 73,872	\$ 81,601	\$ 112,216	\$ 77,872	\$ 1,044,456	\$ 1,525,692	\$ 481,236	68.46	31.54
BENEFITS	36,706	51,913	100,331	49,434	41,527	32,775	35,151	47,737	33,360	428,934	630,365	201,431	68.05	31.95
SUPPLIES	66,882	35,026	18,824	27,425	26,505	35,538	32,216	24,697	25,723	292,835	376,521	83,686	77.77	22.23
MAINTENANCE	69,207	100,482	58,010	49,059	47,187	70,850	81,474	101,577	66,118	643,965	676,349	32,384	95.21	4.79
PROF. SERVICES/TRAINING	17,385	5,767	7,715	8,554	2,872	19,260	7,148	9,892	3,273	81,867	92,571	10,704	88.44	11.56
OTHER CHARGES	192	755	724	482	1,270	121	461	363	581	4,947	8,500	3,553	58.21	41.79
SCHEDULED CHARGES	16,159	21,744	23,132	29,073	23,504	21,808	15,613	15,225	19,077	185,334	305,538	120,204	60.66	39.34
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 299,384	\$ 343,012	\$ 465,074	\$ 282,582	\$ 246,687	\$ 254,224	\$ 253,665	\$ 311,708	\$ 226,004	\$ 2,682,338	\$ 3,615,536	\$ 933,199	74.19	25.81
DISTRIBUTION OVERHEAD LINES														
COMPENSATION	\$ 130,260	\$ 143,673	\$ 326,851	\$ 146,347	\$ 144,748	\$ 141,336	\$ 179,160	\$ 264,309	\$ 190,158	\$ 1,666,843	\$ 1,455,495	\$ (211,348)	114.52	(14.52)
BENEFITS	48,552	54,880	119,390	60,370	58,685	58,115	69,591	101,570	74,552	645,705	588,816	(56,889)	109.66	(9.66)
SUPPLIES	36,735	101,594	27,821	27,585	26,806	106,235	30,274	28,525	30,225	415,801	425,923	10,122	97.62	2.38
MAINTENANCE	78,462	101,867	67,308	80,864	90,345	103,833	64,091	134,445	88,391	809,604	1,173,521	363,917	68.99	31.01
PROF. SERVICES/TRAINING	6,317	19,471	17,611	12,309	24,429	18,520	16,917	22,750	20,406	158,729	174,946	16,217	90.73	9.27
OTHER CHARGES	44	2,835	767	209	215	63	138	82	397	4,749	6,000	1,251	79.15	20.85
SCHEDULED CHARGES	14,199	13,158	13,571	13,497	13,598	13,599	13,967	13,579	13,565	122,734	220,736	98,003	55.60	44.40
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 314,570	\$ 437,478	\$ 573,319	\$ 341,181	\$ 358,826	\$ 441,700	\$ 374,138	\$ 565,259	\$ 417,695	\$ 3,824,165	\$ 4,045,437	\$ 221,272	94.53	5.47
DISTRIBUTION LOAD DISPATCHING														
COMPENSATION	\$ 61,659	\$ 74,545	\$ 116,113	\$ 74,898	\$ 75,767	\$ 76,299	\$ 83,766	\$ 106,669	\$ 67,447	\$ 737,162	\$ 1,196,911	\$ 459,749	61.59	38.41
BENEFITS	22,147	27,658	42,901	28,894	29,128	29,282	31,215	41,236	26,513	278,973	464,411	185,438	60.07	39.93
SUPPLIES	2,214	945	2,541	644	794	(2,011)	283	1,590	1,207	8,206	11,503	3,297	71.34	28.66
MAINTENANCE	1,017	2,034	1,123	4,819	1,959	4,973	6,556	1,571	975	25,027	17,699	(7,328)	141.40	(41.40)
PROF. SERVICES/TRAINING	9,856	73,492	(10,355)	6,836	3,150	36,292	36,636	3,727	34,623	194,257	159,500	(34,757)	121.79	(21.79)
OTHER CHARGES	867	1,867	1,267	5,527	975	870	939	1,272	1,144	14,728	10,650	(4,078)	138.29	(38.29)
SCHEDULED CHARGES	10,537	9,838	10,160	10,630	10,185	10,172	13,594	8,757	10,868	94,740	121,623	26,883	77.90	22.10
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 108,297	\$ 190,379	\$ 163,749	\$ 132,247	\$ 121,958	\$ 155,876	\$ 172,988	\$ 164,821	\$ 142,777	\$ 1,353,093	\$ 1,982,296	\$ 629,204	68.26	31.74
DISTRIBUTION CUSTOMER SERVICE														
COMPENSATION	\$ 118,989	\$ 138,491	\$ 248,819	\$ 150,737	\$ 122,458	\$ 116,239	\$ 120,522	\$ 226,326	\$ 180,465	\$ 1,423,047	\$ 1,748,742	\$ 325,695	81.38	18.62
BENEFITS	42,528	51,228	86,687	54,905	47,084	44,923	44,976	80,028	63,755	516,113	683,972	167,859	75.46	24.54
SUPPLIES	24,528	16,440	19,620	15,078	18,418	19,320	15,158	15,259	14,919	158,740	239,023	80,283	66.41	33.59
MAINTENANCE	35,067	19,151	29,154	14,893	22,729	24,391	20,897	67,831	32,409	266,522	294,372	27,850	90.54	9.46
PROF. SERVICES/TRAINING	2,369	1,783	2,074	1,836	1,561	1,285	5,481	3,287	544	20,220	27,622	7,402	73.20	26.80
OTHER CHARGES	96,556	122,980	106,617	115,680	102,104	100,941	112,731	133,792	116,821	1,008,222	1,404,100	395,878	71.81	28.19
SCHEDULED CHARGES	22,984	22,242	23,589	24,360	23,945	23,816	20,417	19,743	19,844	200,940	303,383	102,443	66.23	33.77
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 343,022	\$ 372,316	\$ 516,560	\$ 377,489	\$ 338,299	\$ 330,915	\$ 340,181	\$ 546,266	\$ 428,758	\$ 3,593,804	\$ 4,701,214	\$ 1,107,410	76.44	23.56

**LP&L Funds
Finance Department
Budget Comparison
As of June 30, 2024**

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Description	October-23	November-23	December-23	January-24	February-24	March-24	April-24	May-24	June-24	FYTD 23-24	Adopted Budget	Funds Remaining	% of Budget Spent	% Remaining
LP&L GIS														
COMPENSATION	\$ 35,801	\$ 42,881	\$ 66,688	\$ 44,158	\$ 45,293	\$ 44,863	\$ 45,965	\$ 68,778	\$ 45,391	\$ 439,817	\$ 535,034	\$ 95,217	82.20	17.80
BENEFITS	13,524	16,892	26,853	18,713	19,193	19,358	19,610	29,235	18,672	182,050	225,765	43,715	80.64	19.36
SUPPLIES	817	511	351	793	668	908	688	627	588	5,950	12,785	6,835	46.54	53.46
MAINTENANCE	387	90	1,215	1,403	8,735	5,497	2,087	258	458	20,130	2,000	(18,130)	1,006.49	(906.49)
PROF. SERVICES/TRAINING	2,829	(98)	331	1,199	766	584	1,051	6,192	79,836	92,690	206,679	113,989	44.85	55.15
OTHER CHARGES	124	391	666	178	209	180	209	253	403	2,613	1,200	(1,413)	217.73	(117.73)
SCHEDULED CHARGES	3,265	2,750	2,962	3,551	2,962	2,962	3,204	2,962	2,962	27,582	34,723	7,141	79.43	20.57
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 56,746	\$ 63,416	\$ 99,065	\$ 69,996	\$ 77,826	\$ 74,353	\$ 72,813	\$ 108,306	\$ 148,311	\$ 770,833	\$ 1,018,186	\$ 247,353	75.71	24.29
DISTRIBUTION SUBSTATION														
COMPENSATION	\$ 38,101	\$ 41,038	\$ 76,965	\$ 57,876	\$ 55,580	\$ 50,080	\$ 36,271	\$ 71,564	\$ 50,973	\$ 478,448	\$ 575,804	\$ 97,356	83.09	16.91
BENEFITS	14,447	16,602	28,790	22,914	21,935	20,226	14,532	28,729	19,762	187,936	234,814	46,878	80.04	19.96
SUPPLIES	14,950	25,355	4,008	7,249	7,300	5,597	11,563	4,911	10,252	91,184	99,488	8,304	91.65	8.35
MAINTENANCE	10,670	4,312	10,304	8,228	3,313	4,766	10,410	7,540	9,297	68,839	90,572	21,733	76.01	23.99
PROF. SERVICES/TRAINING	3,332	1,277	2,057	19,671	4,936	9,005	8,253	7,100	1,617	57,248	104,836	47,589	54.61	45.39
OTHER CHARGES	304	2,876	174	23,403	410	3,390	128	198	303	31,185	35,936	4,751	86.78	13.22
SCHEDULED CHARGES	115,328	115,174	115,262	115,349	115,153	115,608	115,548	115,271	116,244	1,038,938	1,382,420	343,482	75.15	24.85
CAPITAL OUTLAY	-	-	-	-	-	9,670	-	-	-	9,670	15,000	5,330	64.47	35.53
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 197,132	\$ 206,635	\$ 237,560	\$ 254,690	\$ 208,626	\$ 218,340	\$ 196,705	\$ 235,313	\$ 208,447	\$ 1,963,448	\$ 2,538,870	\$ 575,422	77.34	22.66
DISTRIBUTION CONSTRUCTION & ENGINEERING														
COMPENSATION	\$ 6,473	\$ 10,355	\$ 26,854	\$ 11,972	\$ 10,329	\$ 11,089	\$ 11,959	\$ 21,851	\$ 6,956	\$ 117,838	\$ 249,488	\$ 131,650	47.23	52.77
BENEFITS	2,494	4,334	10,939	4,506	4,901	5,180	5,574	9,511	2,962	50,400	108,922	58,522	46.27	53.73
SUPPLIES	14,559	11,874	11,892	13,191	14,910	11,803	14,679	12,126	12,005	117,038	22,265	(94,773)	525.66	(425.66)
MAINTENANCE	600	210	323	2,109	532	166	339	1,816	9,322	15,419	10,000	(5,419)	154.19	(54.19)
PROF. SERVICES/TRAINING	-	1,338	8,995	9,272	1,825	1,625	-	32,854	14,249	70,159	80,022	9,863	87.67	12.33
OTHER CHARGES	-	-	16	49	6	27	736	376	178	1,389	6,000	4,611	23.15	76.85
SCHEDULED CHARGES	9,092	8,609	8,891	8,650	8,899	8,891	9,172	8,891	8,926	80,021	236,118	156,097	33.89	66.11
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 33,218	\$ 36,720	\$ 67,909	\$ 49,748	\$ 41,403	\$ 38,782	\$ 42,460	\$ 87,425	\$ 54,598	\$ 452,263	\$ 712,815	\$ 260,552	63.45	36.55
DISTRIBUTION METER SHOP														
COMPENSATION	\$ 44,615	\$ 54,711	\$ 126,555	\$ 46,739	\$ 46,628	\$ 48,630	\$ 48,594	\$ 74,464	\$ 48,695	\$ 539,631	\$ 495,409	\$ (44,222)	108.93	(8.93)
BENEFITS	17,270	22,838	45,811	19,229	19,201	19,713	19,704	30,215	19,729	213,710	205,929	(7,781)	103.78	(3.78)
SUPPLIES	4,172	4,641	2,364	2,986	13,320	2,219	7,585	1,767	5,321	44,373	43,708	(665)	101.52	(1.52)
MAINTENANCE	1,205	3,705	926	2,319	949	4,766	4,304	5,284	9,945	33,402	29,295	(4,107)	114.02	(14.02)
PROF. SERVICES/TRAINING	2,091	822	688	1,073	24,109	455	6,441	1,647	-	37,326	59,296	21,970	62.95	37.05
OTHER CHARGES	6	-	102	27	78	52	62	160	160	647	5,256	4,609	12.31	87.69
SCHEDULED CHARGES	22,567	6,174	5,988	6,252	6,051	6,581	7,092	6,327	5,968	72,999	73,806	807	98.91	1.09
CAPITAL OUTLAY	-	-	-	-	-	-	-	7,725	39	7,764	11,025	3,261	70.42	29.58
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 91,926	\$ 92,892	\$ 182,433	\$ 78,623	\$ 110,336	\$ 82,416	\$ 93,781	\$ 127,589	\$ 89,857	\$ 949,853	\$ 923,724	\$ (26,129)	102.83	(2.83)

**LP&L Funds
Finance Department
Budget Comparison
As of June 30, 2024**

Description	October-23	November-23	December-23	January-24	February-24	March-24	April-24	May-24	June-24	FYTD 23-24	Adopted Budget	Funds Remaining	% of Budget Spent	% Remaining
DISTRIBUTION STREET LIGHTS														
COMPENSATION	\$ 51,405	\$ 61,965	\$ 103,441	\$ 62,326	\$ 64,295	\$ 61,170	\$ 64,350	\$ 127,764	\$ 58,058	\$ 654,772	\$ 800,697	\$ 145,925	81.78	18.22
BENEFITS	21,126	26,574	42,859	27,413	27,918	26,076	26,801	47,080	24,250	270,097	353,739	83,642	76.35	23.65
SUPPLIES	12,091	14,280	7,867	13,840	10,535	13,054	20,023	11,571	14,003	117,265	114,900	(2,365)	102.06	(2.06)
MAINTENANCE	88,440	85,019	64,206	81,459	81,453	73,014	83,866	70,592	83,412	711,460	625,060	(86,400)	113.82	(13.82)
PROF. SERVICES/TRAINING	1,575	1,094	914	1,522	(195)	787	559	2,282	350	8,888	13,809	4,921	64.37	35.63
OTHER CHARGES	-	-	15	-	6	26	28	42	76	193	-	(193)	-	-
SCHEDULED CHARGES	5,736	5,253	5,495	5,600	5,495	5,495	5,736	5,520	5,495	49,824	120,952	71,128	41.19	58.81
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 180,372	\$ 194,185	\$ 224,796	\$ 192,160	\$ 189,508	\$ 179,623	\$ 201,362	\$ 264,851	\$ 185,643	\$ 1,812,500	\$ 2,029,157	\$ 216,657	89.32	10.68
TRANSMISSION														
TRANSMISSION SUPERVISION & ENGINEERING														
COMPENSATION	\$ 36,243	\$ 48,838	\$ 85,879	\$ 51,015	\$ 48,148	\$ 51,143	\$ 51,273	\$ 71,443	\$ 49,009	\$ 492,991	\$ 571,978	\$ 78,987	86.19	13.81
BENEFITS	12,642	18,150	31,348	19,146	18,350	18,619	19,003	26,950	18,993	183,201	221,106	37,905	82.86	17.14
SUPPLIES	4,409	4,126	4,607	3,932	3,672	3,824	4,158	3,870	3,809	36,407	12,000	(24,407)	303.39	(203.39)
MAINTENANCE	1,508	430	838	309	202	189	201	158	69	3,904	3,500	(404)	111.55	(11.55)
PROF. SERVICES/TRAINING	61,250	4,521	116,894	4,237	66,136	13,440	1,196	48,655	22,360	338,690	500,239	161,549	67.71	32.29
OTHER CHARGES	263	351	541	351	357	377	3,919	2,077	8,663	545	(8,118)	1,589.48	(1,489.48)	
SCHEDULED CHARGES	8,301	8,301	8,301	8,301	8,301	8,301	8,301	8,328	8,301	74,739	140,637	65,898	53.14	46.86
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 124,615	\$ 84,716	\$ 248,407	\$ 87,292	\$ 145,167	\$ 95,894	\$ 88,052	\$ 161,481	\$ 102,968	\$ 1,138,595	\$ 1,450,005	\$ 311,410	78.52	21.48
TRANSMISSION OVERHEAD LINES														
COMPENSATION	\$ 49,388	\$ 48,628	\$ 89,564	\$ 57,806	\$ 58,631	\$ 86,810	\$ 53,196	\$ 67,966	\$ 44,779	\$ 556,767	\$ 741,002	\$ 184,235	75.14	24.86
BENEFITS	18,962	19,220	33,899	23,440	23,691	30,775	21,053	27,422	18,267	216,731	304,588	87,857	71.16	28.84
SUPPLIES	6,984	4,615	2,291	5,335	33,855	6,090	3,205	10,866	1,205	74,446	118,050	43,604	63.06	36.94
MAINTENANCE	1,864	16,587	9,804	5,840	3,966	4,860	3,719	2,674	8,836	58,150	97,485	39,335	59.65	40.35
PROF. SERVICES/TRAINING	9,266	151,478	1,914	1,253	745	3,282	205	3,337	86	171,565	192,041	20,476	89.34	10.66
OTHER CHARGES	-	-	15	27	6	27	28	42	104	249	50,000	49,751	0.50	99.50
SCHEDULED CHARGES	4,531	4,290	4,411	4,290	4,419	4,411	4,531	4,411	4,411	39,705	53,923	14,218	73.63	26.37
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 90,996	\$ 244,818	\$ 141,897	\$ 97,991	\$ 125,313	\$ 136,256	\$ 85,937	\$ 116,717	\$ 77,688	\$ 1,117,612	\$ 1,557,089	\$ 439,477	71.78	28.22
TRANSMISSION LOAD DISPATCHING														
COMPENSATION	\$ 48,862	\$ 64,060	\$ 102,152	\$ 65,701	\$ 66,439	\$ 66,509	\$ 72,803	\$ 89,290	\$ 57,454	\$ 633,269	\$ 815,472	\$ 182,203	77.66	22.34
BENEFITS	17,040	22,542	36,024	24,133	24,330	24,356	25,940	32,847	21,040	228,252	308,576	80,324	73.97	26.03
SUPPLIES	16	214	2,291	-	162	(1,544)	-	377	496	2,013	7,500	5,487	26.83	73.17
MAINTENANCE	(124)	-	-	3,685	523	2,777	6,141	100	-	13,101	5,000	(8,101)	262.03	(162.03)
PROF. SERVICES/TRAINING	22,984	11,019	76,487	9,215	7,159	56,154	39,198	1,300	37,005	260,519	272,500	11,981	95.60	4.40
OTHER CHARGES	794	1,054	1,010	673	673	673	1,391	1,010	913	8,191	10,650	2,459	76.91	23.09
SCHEDULED CHARGES	1,670	1,489	3,928	6,110	6,873	828	9,634	828	11,074	42,434	13,088	(29,346)	324.22	(224.22)
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 91,241	\$ 100,378	\$ 221,891	\$ 109,517	\$ 106,158	\$ 149,754	\$ 155,107	\$ 125,751	\$ 127,982	\$ 1,187,780	\$ 1,432,786	\$ 245,006	82.90	17.10
TRANSMISSION SUBSTATION														
COMPENSATION	\$ 27,239	\$ 35,092	\$ 46,773	\$ 38,292	\$ 40,047	\$ 42,482	\$ 28,883	\$ 68,550	\$ 53,292	\$ 380,650	\$ 546,021	\$ 165,371	69.71	30.29
BENEFITS	10,381	13,624	17,738	15,140	15,544	16,959	11,339	27,246	20,421	148,393	223,995	75,602	66.25	33.75
SUPPLIES	276	11,255	1,801	1,405	86	1	1	3,261	6,822	24,908	28,000	3,092	88.96	11.04
MAINTENANCE	1,571	2,633	-	456	-	1,233	-	3,132	5,073	14,099	50,500	36,401	27.92	72.08
PROF. SERVICES/TRAINING	395	-	-	15,786	-	3,517	580	124	442	20,844	59,339	38,495	35.13	64.87
OTHER CHARGES	31	40	49	23,247	26	3,032	32	57	46	26,561	32,500	5,939	81.73	18.27
SCHEDULED CHARGES	-	-	-	-	-	-	-	-	-	-	11	11	-	100.00
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 39,893	\$ 62,643	\$ 66,361	\$ 94,326	\$ 55,703	\$ 67,224	\$ 40,836	\$ 102,371	\$ 86,097	\$ 615,454	\$ 940,366	\$ 324,912	65.45	34.55

**LP&L Funds
Finance Department
Budget Comparison
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Description	October-23	November-23	December-23	January-24	February-24	March-24	April-24	May-24	June-24	FYTD 23-24	Adopted Budget	Funds Remaining	% of Budget Spent	% Remaining
<u>CUSTOMER SERVICE</u>														
FIELD SERVICES														
COMPENSATION	\$ 8,738	\$ 2,222	\$ (10,960)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-
BENEFITS	4,530	1,589	(6,120)	-	-	-	-	-	-	0	-	-	-	-
SUPPLIES	4,543	-	(4,543)	-	-	-	-	-	-	-	-	-	-	-
MAINTENANCE	1,334	531	(1,864)	-	-	-	-	-	-	-	-	-	-	-
PROF. SERVICES/TRAINING	-	73	(73)	-	-	-	-	-	-	-	-	-	-	-
OTHER CHARGES	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SCHEDULED CHARGES	830	-	(830)	-	-	-	-	-	-	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 19,975	\$ 4,415	\$ (24,390)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0	\$ -	\$ -	-	100.00
PERFORMANCE IMPROVEMENT														
COMPENSATION	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,247	\$ 17,346	\$ 15,367	\$ 39,961	\$ 348,818	\$ 308,857	11.46	88.54
BENEFITS	-	-	-	-	-	-	1,853	6,506	5,987	14,346	142,760	128,414	10.05	89.95
SUPPLIES	-	-	-	200	1,043	-	5	259	1,482	2,989	1,000	(1,989)	298.86	(198.86)
MAINTENANCE	-	-	-	-	-	-	-	-	-	-	-	-	-	-
PROF. SERVICES/TRAINING	-	-	-	-	-	51	-	46	73	170	18,800	18,630	0.90	99.10
OTHER CHARGES	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SCHEDULED CHARGES	-	-	-	-	-	-	-	-	-	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ -	\$ -	\$ -	\$ 200	\$ 1,043	\$ 51	\$ 9,104	\$ 24,158	\$ 22,909	\$ 57,465	\$ 511,378	\$ 453,913	11	88.76
CUSTOMER INFORMATION SYSTEMS														
COMPENSATION	\$ 41,003	\$ 49,265	\$ 77,099	\$ 51,218	\$ 49,664	\$ 78,235	\$ 59,897	\$ 93,096	\$ 61,119	\$ 560,597	\$ 775,281	\$ 214,684	72.31	27.69
BENEFITS	18,449	22,840	35,496	24,388	23,346	31,733	26,823	42,941	28,646	254,662	360,528	105,866	70.64	29.36
SUPPLIES	520	560	2,447	2,625	846	868	(3,051)	550	765	6,131	5,666	(465)	108.20	(8.20)
MAINTENANCE	1,711	1,711	1,725	1,711	1,711	1,711	3,153	1,711	1,711	16,856	19,643	2,787	85.81	14.19
PROF. SERVICES/TRAINING	236,959	204,669	528,319	292,774	390,010	668,193	160,653	183,411	787,647	3,452,636	4,536,812	1,084,176	76.10	23.90
OTHER CHARGES	-	-	-	378	31	40	166	106	-	721	7,271	6,550	9.92	90.08
SCHEDULED CHARGES	99,954	99,740	101,476	99,971	99,893	100,615	41,058	99,778	100,152	842,637	1,090,943	248,306	77.24	22.76
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 398,596	\$ 378,785	\$ 746,561	\$ 473,066	\$ 565,501	\$ 881,396	\$ 288,699	\$ 421,594	\$ 980,041	\$ 5,134,239	\$ 6,796,144	\$ 1,661,905	75.55	24.45
MARKET OPERATIONS GROUP														
COMPENSATION	\$ 7,942	\$ 13,469	\$ 24,171	\$ 27,177	\$ 26,598	\$ 22,213	\$ 25,171	\$ 54,606	\$ 32,117	\$ 233,465	\$ 372,363	\$ 138,898	62.70	37.30
BENEFITS	4,404	7,807	13,996	13,755	13,320	11,908	13,709	26,382	16,511	121,792	203,113	81,321	60	40.04
SUPPLIES	584	69	256	898	333	106	121	304	114	2,786	2,500	(286)	111	(11.44)
MAINTENANCE	-	-	-	-	-	-	-	-	-	-	-	-	-	-
PROF. SERVICES/TRAINING	3,581	1,054	1,225	3,352	19,435	2,999	2,981	4,530	1,989	41,144	998,968	957,824	4	95.88
OTHER CHARGES	-	-	-	-	-	36	-	46	-	82	1,000	918	8	91.83
SCHEDULED CHARGES	-	-	-	-	-	-	322	161	161	643	3,300	2,657	19	80.50
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 16,510	\$ 22,399	\$ 39,648	\$ 45,181	\$ 59,686	\$ 37,261	\$ 42,304	\$ 86,030	\$ 50,892	\$ 399,912	\$ 1,581,243	\$ 1,181,332	25.29	74.71

**LP&L Funds
Finance Department
Budget Comparison
As of June 30, 2024**

Description	October-23	November-23	December-23	January-24	February-24	March-24	April-24	May-24	June-24	FYTD 23-24	Adopted Budget	Funds Remaining	% of Budget Spent	% Remaining
CUSTOMER SERVICE														
COMPENSATION	126,048	161,483	221,413	171,316	153,308	151,312	151,301	219,304	150,844	\$ 1,506,329	\$ 2,351,843	\$ 845,514	64.05	35.95
BENEFITS	64,614	81,483	120,809	85,510	80,884	80,691	78,763	111,633	75,034	779,421	1,286,087	506,666	60.60	39.40
SUPPLIES	568	788	1,248	1,289	685	978	1,888	856	920	9,220	18,803	9,583	49.03	50.97
MAINTENANCE	-	1,449	2,173	470	780	-	-	9,147	-	14,019	-	(14,019)	-	-
PROF. SERVICES/TRAINING	3,592	2,486	2,444	696	1,209	6,289	(565)	3,132	229	19,513	40,976	21,463	47.62	52.38
OTHER CHARGES	-	4,505	-	-	-	-	-	49,901	(54,407)	-	7,898	7,898	-	100.00
SCHEDULED CHARGES	43,492	43,642	43,774	43,998	43,753	43,722	43,849	43,722	43,753	393,706	525,354	131,648	74.94	25.06
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 238,314	\$ 295,837	\$ 391,861	\$ 303,279	\$ 280,619	\$ 282,992	\$ 275,236	\$ 437,696	\$ 216,373	\$ 2,722,207	\$ 4,230,961	\$ 1,508,754	64.34	35.66
COLLECTIONS														
COMPENSATION	62,085	79,916	160,441	73,195	75,418	77,322	75,860	112,489	79,538	\$ 796,263	\$ 1,360,246	\$ 563,983	58.54	41.46
BENEFITS	30,479	40,910	75,589	38,952	39,438	40,318	40,335	59,518	42,291	407,830	762,869	355,039	53.46	46.54
SUPPLIES	1,031	373	5,041	561	496	1,518	5,831	1,181	790	16,822	34,284	17,462	49.07	50.93
MAINTENANCE	63	-	2,001	221	337	161	43	184	161	3,171	6,392	3,221	49.60	50.40
PROF. SERVICES/TRAINING	11,839	16,381	8,984	14,753	21,973	23,313	11,535	3,132	14,122	126,033	135,150	9,117	93.25	6.75
OTHER CHARGES	-	-	-	-	-	-	-	-	-	-	2,000	2,000	-	100.00
SCHEDULED CHARGES	10,433	10,134	11,759	10,510	10,889	10,791	11,103	9,943	10,273	95,836	136,772	40,936	70.07	29.93
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	-	-
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 115,931	\$ 147,714	\$ 263,816	\$ 138,192	\$ 148,551	\$ 153,423	\$ 144,706	\$ 186,447	\$ 147,176	\$ 1,445,956	\$ 2,437,712	\$ 991,757	59.32	40.68
LP&L FUND OPERATING EXPENSES														
COMPENSATION	1,273,922	1,544,999	2,755,433.27	1,568,410.54	1,518,845.42	1,541,889.35	1,572,029.61	2,379,504.36	1,617,545.25	\$ 15,772,579	\$ 20,956,100	5,183,522	75.26	24.74
BENEFITS	502,135	627,675	1,072,333	655,338.11	634,927.49	640,526.89	642,279.00	971,001.78	660,713.89	6,406,929	9,049,546	2,642,618	70.80	29.20
SUPPLIES	12,255,722	16,322,015	15,363,896	22,078,595.14	14,601,700.87	7,834,907.77	2,958,020.06	4,029,501.62	3,692,624.07	99,136,983	127,360,559	28,223,576	77.84	22.16
MAINTENANCE	296,896	366,455	251,726	272,902	271,262	308,875	291,784	413,481	330,540	2,803,920	3,257,434	453,514	86.08	13.92
Fuel	-	-	-	-	-	-	-	-	-	-	-	-	-	100.00
PROF. SERVICES/TRAINING	652,808	653,060	897,594	669,816	932,667	1,108,698	426,119	588,883	1,166,717	7,096,361	10,111,083	3,014,722	70.18	29.82
OTHER CHARGES	101,050	140,192	116,102	172,292	111,734	111,967	122,724	202,376	70,540	1,148,977	1,626,551	477,574	70.64	29.36
SCHEDULED CHARGES	599,593	576,408	588,473	600,865	588,834	581,240	523,322	559,582	587,014	5,205,331	7,162,968	1,957,637	72.67	27.33
CAPITAL OUTLAY	-	-	-	-	-	9,670	-	7,725	39	17,433	26,025	8,592	66.99	33.01
REIMBURSEMENTS	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 15,682,123	\$ 20,230,804	\$ 21,045,556	\$ 26,018,219	\$ 18,659,970	\$ 12,137,773	\$ 6,536,278	\$ 9,152,055	\$ 8,125,733	\$ 137,588,511	\$ 179,550,265	\$ 41,961,754	76.63	23.37

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Project	Appropriation To Date	TOTAL EXPENDITURES & COMMITMENTS				
		Expenditures	Commitments	Funds Remaining	% Funds Remaining	% of Budget Spent
8625 Field Asset Inventory & Data Verification	\$ 2,350,862	\$ 721,195	\$ 19	\$ 1,629,647	69.32	30.68
8626 Distribution Planning	680,000	313,373	37,941	328,687	48.34	51.66
8688 Smart Meter Texas Integration	1,574,520	-	103,920	1,470,600	93.40	6.60
92331 Fiberoptic Communications	2,965,000	921,724	113,509	1,929,766	65.08	34.92
92484 Substation Upgrades	5,200,000	3,304,807	946,194	948,999	18.25	81.75
92537 GIS Software Upgrades and Interfaces	2,435,000	1,621,864	284,400	528,736	21.71	78.29
92605 Operations System Upgrades	1,765,000	1,498,579	214,566	51,855	2.94	97.06
92608 Red Raider Substation Distribution Feeders	4,740,000	4,474,031	-	265,969	5.61	94.39
92634 LP&L - GIS Office Renovations	1,115,000	864,447	-	250,553	22.47	77.53
92680 Substation Capacity Upgrade - Northeast	9,505,000	6,900,173	1,817,638	787,189	8.28	91.72
92681 ERCOT Conversion Work	297,639	-	-	297,639	100.00	-
92683 FY 2020-24 Service Distribution Meters	1,543,500	1,064,604	-	478,896	31.03	68.97
92684 FY 2020-24 Distribution Transformers	16,375,000	9,980,431	2,881,827	3,512,742	21.45	78.55
92685 FY 2020-24 Distribution System Upgrade	12,050,000	9,721,137	-	2,328,863	19.33	80.67
92686 FY 2020-24 Overhead Lines	9,220,500	9,181,100	3,816	35,584	0.39	99.61
92687 FY 2020-24 Street Lights	4,282,100	3,768,402	-	513,698	12.00	88.00
92688 FY 2020-24 Underground Distribution	12,117,000	12,097,409	11,595	7,996	0.07	99.93
92689 ERCOT Transmission/Distribution Service Provider System	23,881,137	20,577,427	3,075,139	228,572	0.96	99.04
92693 Distribution System Upgrade-Improvements-Expansion	18,554,565	16,114,110	854,484	1,585,971	8.55	91.45
92695 Downtown Facility Upgrades	3,235,000	3,014,989	95,359	124,652	3.85	96.15
92727 Substation Capacity Upgrade - Co-op	7,070,000	6,787,824	104,748	177,428	2.51	97.49
92728 Substation Capacity Upgrade - Thompson	4,740,000	3,792,425	64,053	883,522	18.64	81.36
92729 Substation Capacity Upgrade - Vicksburg	12,417,891	11,878,708	7,117	532,066	4.28	95.72
92730 Cooke Facility Remodel	205,000	60,000	-	145,000	70.73	29.27
92731 Yellowhouse Substation Capacity upgrade	4,307,891	4,149,975	12,275	145,641	3.38	96.62
92732 McDonald Substation Capacity upgrade	6,207,890	3,169,707	61,478	2,976,705	47.95	52.05
92733 DNV-GL Cascade Upgrades	250,000	176,228	73,000	772	0.31	99.69
92734 Additional COLU Phone Lines	370,246	286,997	4,500	78,749	21.27	78.73
92735 FY 2021-22 Vehicles and Equipment	2,625,000	2,426,073	57,240	141,687	5.40	94.60
92788 4kV Distribution Conversion	3,279,273	252,142	586,880	2,440,251	74.41	25.59
92789 NERC Security for Substation	100,000	22	-	99,978	99.98	0.02
92790 Security Upgrade for Hill Building	110,000	-	17,417	92,583	84.17	15.83
92791 UCSC Expansion	138,000	54,407	-	83,593	60.57	39.43
92792 FY 2022-23 Vehicles & Equipment	3,715,000	2,880,620	710,089	124,291	3.35	96.65
92829 Work Order System	2,000,000	-	-	2,000,000	100.00	-
92834 Substation Capacity Upgrade - Erksine	4,770,000	-	-	4,770,000	100.00	-
92836 Overhead/Underground Training Facility	110,000	-	-	110,000	100.00	-
92840 Spare Autotransformer	500,000	-	-	500,000	100.00	-
92841 FY 2023-24 Vehicles & Equipment	2,560,000	933,379	1,524,767	101,855	3.98	96.02
	\$ 189,363,014	\$ 142,988,310	\$ 13,663,970	\$ 32,710,734	17.27	82.73

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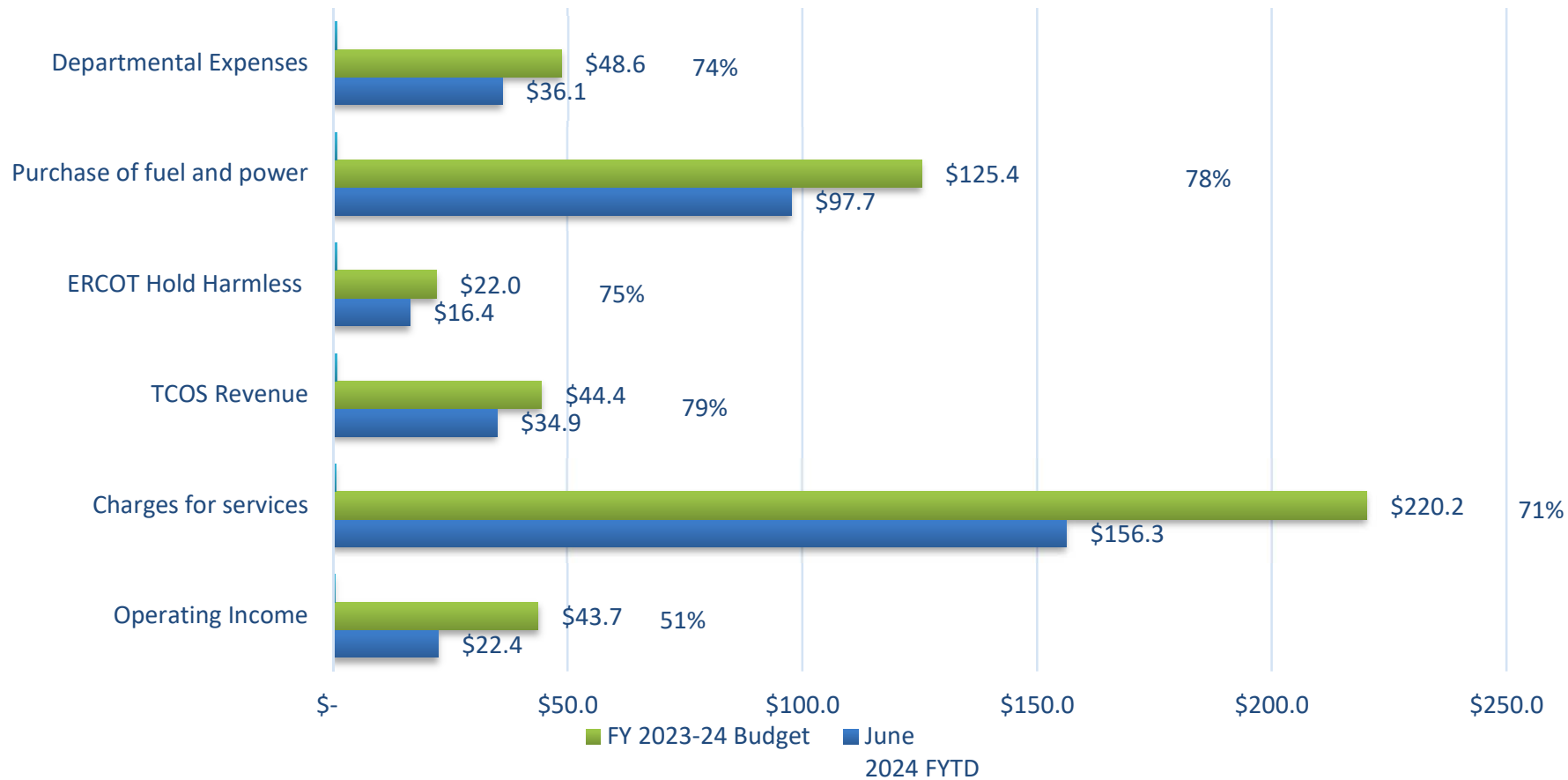
Project	BOND DETAIL				
	Bond Funds	Bond Expenditures	Bond Commitments	Funds Remaining	% Funds Remaining
8625 Field Asset Inventory & Data Verification	\$ 2,350,862	\$ 721,195	\$ 19	\$ 1,629,647	69.32
8626 Distribution Planning	-	-	-	-	-
8688 Smart Meter Texas Integration	-	-	-	-	-
92331 Fiber optic Communications	2,600,000	921,724	113,509	1,564,766	60.18
92484 Substation Upgrades	4,350,000	3,304,807	946,194	98,999	2.28
92537 GIS Software Upgrades and Interfaces	1,215,000	1,215,000	-	-	-
92605 Operations System Upgrades	-	-	-	-	-
92608 Red Raider Substation Distribution Feeders	4,740,000	4,474,031	-	265,969	5.61
92634 LP&L - GIS Office Renovations	1,115,000	864,447	-	250,553	22.47
92680 Substation Capacity Upgrade - Northeast	9,505,000	6,900,173	1,817,638	787,189	8.28
92681 ERCOT Conversion Work	297,639	-	-	297,639	100.00
92683 FY 2020-24 Service Distribution Meters	-	-	-	-	-
92684 FY 2020-24 Distribution Transformers	3,500,000	3,500,000	-	-	-
92685 FY 2020-24 Distribution System Upgrade	-	-	-	-	-
92686 FY 2020-24 Overhead Lines	-	-	-	-	-
92687 FY 2020-24 Street Lights	-	-	-	-	-
92688 FY 2020-24 Underground Distribution	-	-	-	-	-
92689 ERCOT Transmission/Distribution Service Provider System	16,816,137	16,816,137	-	-	-
92693 Distribution System Upgrade-Improvements-Expansion	18,554,565	16,114,110	854,484	1,585,971	8.55
92695 Downtown Facility Upgrades	2,375,000	2,375,000	-	-	-
92727 Substation Capacity Upgrade - Co-op	7,070,000	6,787,824	104,748	177,428	2.51
92728 Substation Capacity Upgrade - Thompson	4,740,000	3,792,425	64,053	883,522	18.64
92729 Substation Capacity Upgrade - Vicksburg	12,417,891	11,878,708	7,117	532,066	4.28
92730 Cooke Facility Remodel	-	-	-	-	-
92731 Yellowhouse Substation Capacity upgrade	4,307,891	4,149,975	12,275	145,641	3.38
92732 McDonald Substation Capacity upgrade	6,207,890	3,169,707	61,478	2,976,705	47.95
92733 DNV-GL Cascade Upgrades	-	-	-	-	-
92734 Additional COLU Phone Lines	-	-	-	-	-
92735 FY 2021-22 Vehicles and Equipment	-	-	-	-	-
92788 4kV Distribution Conversion	1,654,273	252,142	586,880	815,251	49.28
92789 NERC Security for Substation	-	-	-	-	-
92790 Security Upgrade for Hill Building	-	-	-	-	-
92791 UCSC Expansion	-	-	-	-	-
92792 FY 2022-23 Vehicles & Equipment	-	-	-	-	-
92829 Work Order System	-	-	-	-	-
92834 Substation Capacity Upgrade - Erksine	-	-	-	-	-
92836 Overhead/Underground Training Facility	-	-	-	-	-
92840 Spare Autotransformer	-	-	-	-	-
92841 FY 2023-24 Vehicles & Equipment	-	-	-	-	-
	\$ 103,817,148	\$ 87,237,407	\$ 4,568,395	\$ 12,011,347	11.57

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Project	CASH DETAIL				
	Cash Funds	Cash Expenditures	Cash Commitments	Funds Remaining	% Funds Remaining
8625 Field Asset Inventory & Data Verification	\$ -	\$ -	\$ -	\$ -	-
8626 Distribution Planning	680,000	313,373	37,941	328,687	48.34
8688 Smart Meter Texas Integration	1,574,520	-	103,920	1,470,600	93.40
92331 Fiberoptic Communications	365,000	-	-	365,000	100.00
92484 Substation Upgrades	850,000	-	-	850,000	100.00
92537 GIS Software Upgrades and Interfaces	1,220,000	406,864	284,400	528,736	43.34
92605 Operations System Upgrades	1,765,000	1,498,579	214,566	51,855	2.94
92608 Red Raider Substation Distribution Feeders	-	-	-	-	-
92634 LP&L - GIS Office Renovations	-	-	-	-	-
92680 Substation Capacity Upgrade - Northeast	-	-	-	-	-
92681 ERCOT Conversion Work	-	-	-	-	-
92683 FY 2020-24 Service Distribution Meters	1,543,500	1,064,604	-	478,896	31.03
92684 FY 2020-24 Distribution Transformers	12,875,000	6,480,431	2,881,827	3,512,742	27.28
92685 FY 2020-24 Distribution System Upgrade	12,050,000	9,721,137	-	2,328,863	19.33
92686 FY 2020-24 Overhead Lines	9,220,500	9,181,100	3,816	35,584	0.39
92687 FY 2020-24 Street Lights	4,282,100	3,768,402	-	513,698	12.00
92688 FY 2020-24 Underground Distribution	12,117,000	12,097,409	11,595	7,996	0.07
92689 ERCOT Transmission/Distribution Service Provider System	7,065,000	3,761,290	3,075,139	228,572	3.24
92693 Distribution System Upgrade-Improvements-Expansion	-	-	-	-	-
92695 Downtown Facility Upgrades	860,000	639,989	95,359	124,652	14.49
92727 Substation Capacity Upgrade - Co-op	-	-	-	-	-
92728 Substation Capacity Upgrade - Thompson	-	-	-	-	-
92729 Substation Capacity Upgrade - Vicksburg	-	-	-	-	-
92730 Cooke Facility Remodel	205,000	60,000	-	145,000	70.73
92731 Yellowhouse Substation Capacity upgrade	-	-	-	-	-
92732 McDonald Substation Capacity upgrade	-	-	-	-	-
92733 DNV-GL Cascade Upgrades	250,000	176,228	73,000	772	0.31
92734 Additional COLU Phone Lines	370,246	286,997	4,500	78,749	21.27
92735 FY 2021-22 Vehicles and Equipment	2,625,000	2,426,073	57,240	141,687	5.40
92788 4kV Distribution Conversion	1,625,000	-	-	1,625,000	100.00
92789 NERC Security for Substation	100,000	22	-	99,978	99.98
92790 Security Upgrade for Hill Building	110,000	-	17,417	92,583	84.17
92791 UCSC Expansion	138,000	54,407	-	83,593	60.57
92792 FY 2022-23 Vehicles & Equipment	3,715,000	2,880,620	710,089	124,291	3.35
92829 Work Order System	2,000,000	-	-	2,000,000	100.00
92834 Substation Capacity Upgrade - Erksine	4,770,000	-	-	4,770,000	100.00
92836 Overhead/Underground Training Facility	110,000	-	-	110,000	100.00
92840 Spare Autotransformer	500,000	-	-	500,000	100.00
92841 FY 2023-24 Vehicles & Equipment	2,560,000	933,379	1,524,767	101,855	3.98
	\$ 85,545,866	\$ 55,750,903	\$ 9,095,575	\$ 20,699,388	24.20

Budget vs Actuals (in millions)



7141-23-ELD LP&L Supplier Agreement for Electric Utility Equipment
2024- July Orders

Order Number	Supplier Name	Order Date	Amount To Receive	Line Description	Cost Center
21113796	KBS Electrical Distributors, Inc.	7/2/2024	\$24,444.00	45'CL 2 WOOD POLE-CREOSOTE TREATED	Warehouse
21113797	Techline Inc.	7/2/2024	\$9,360.00	POLE STABILIZER	Warehouse
21113835	KBS Electrical Distributors, Inc.	7/23/2024	\$6,270.00	19 STR 2 4/0 PHASE COND &1 2/0 NEUT COND 600V	Warehouse
21113835	KBS Electrical Distributors, Inc.	7/23/2024	\$7,500.00	1/0 TRIPLEX 2C 1/0 7 STR&1C 1/0 ACSR WIRE	Warehouse
21113835	KBS Electrical Distributors, Inc.	7/23/2024	\$9,520.00	N. UNIVERSITY DECORATIVE BASE	Warehouse
21113835	KBS Electrical Distributors, Inc.	7/23/2024	\$59,670.00	120-277 VOLT LED LUMINAIRE	Warehouse
21113835	KBS Electrical Distributors, Inc.	7/23/2024	\$4,970.00	FUSE LINE, 100 AMP, TYPE "T" KEARNEY 51100U/S&C 279100	Warehouse
21113835	KBS Electrical Distributors, Inc.	7/23/2024	\$13,888.00	LARGE-BREAKAWAY BASE	Warehouse
21113836	Anixter Inc	7/23/2024	\$4,150.00	N LINE FUSE HOLDER TRON-HEB-AA SMALL STEEL CABINET W/SLEEVE WITH	Warehouse
21113836	Anixter Inc	7/23/2024	\$13,293.00	FIBERGLASS BASE	Warehouse
21113837	Techline Inc.	7/23/2024	\$49,730.00	10' AIR SWITCH	Warehouse
21113837	Techline Inc.	7/23/2024	\$4,120.00	SMALL J BOX- 12"X16"X21"	Warehouse
21113837	Techline Inc.	7/23/2024	\$7,550.00	18 KV RISER ARRESTER	Warehouse
21113837	Techline Inc.	7/23/2024	\$44,600.00	480 VOLT LED LUMINAIRE	Warehouse
21113862	KBS Electrical Distributors, Inc.	7/26/2024	\$2,190.00	#4 QUAD IN 500' COIL 3C7STR-&C1 #4ACSR	Warehouse
21113862	KBS Electrical Distributors, Inc.	7/26/2024	\$5,400.00	25KV 4/0 ELBOW	Warehouse
21113862	KBS Electrical Distributors, Inc.	7/26/2024	\$9,780.00	LOOP LIGHT ARM-10 FT	Warehouse
21113863	Anixter Inc	7/26/2024	\$3,528.00	4/0 25KV OUTDOOR POTHEAD	Warehouse
21113863	Anixter Inc	7/26/2024	\$35,480.00	LARGE ENCLOSURE--PRIMARY	Warehouse
21113863	Anixter Inc	7/26/2024	\$119,800.00	4/0 AWG 25KV FULL CON. NEUTRAL	Warehouse
21113863	Anixter Inc	7/26/2024	\$4,680.00	28KV POLYMER DEAD END INSULATOR SINGLE PHASE SWITCH COMPLETE	Warehouse
21404164	KBS Electrical Distributors, Inc.	7/29/2024	\$7,176.00	DISCONNECT	92484
Extended Cost to Receive			\$447,099.00		



**Lubbock Power & Light
Electric Utility Board**

Agenda Item Summary

Meeting Date: August 20, 2024

Summary:

Discuss and take action to amend the Fiscal Year 2024-25 System Delivery Rate/Tariff Schedule and make appropriate recommendations to the City Council of the City of Lubbock pursuant to §2.03.415(a) of the Code of Ordinances, City of Lubbock, Texas.

Background/Fiscal Impact:

The Electric Utility Board (EUB) is tasked with approving and recommending the System Delivery Rate Schedule/Discretionary Fees to the City Council for their consideration. Further, the board may, as required from time to time, submit to the City Council for its approval amendments to the budget and/or system delivery rate schedule. The System Delivery Rate Schedule/Discretionary Fees serves as the funding mechanism for Lubbock Power & Light (LP&L) in FY 2024-25 with an effective date of November 1, 2024.

Recommendation:

Staff recommends EUB approval of the System Delivery Rate Schedule/Discretionary Fees with an effective date of November 1, 2024.

RESOLUTION

WHEREAS, Lubbock Power & Light is the municipally-owned public power utility of the City of Lubbock;

WHEREAS, pursuant to Chapter 1, Article XII, Section 1 of the City of Lubbock Charter, the City Council of the City of Lubbock has exclusive jurisdiction to approve all system delivery and discretionary rates of Lubbock Power & Light;

WHEREAS, the Electric Utility Board is charged with approving and submitting a system delivery rate schedule ("Rate Schedule") for Lubbock Power & Light to the City Council pursuant to §2.03.415(a) of the Code of Ordinances of the City of Lubbock by filing same with the City Secretary;

WHEREAS, the Electric Utility Board, pursuant to Tex. Util. Code § 40.055(a), may, as required from time to time, set all terms of access, conditions, and rates applicable to the distribution service provided by Lubbock Power & Light;

WHEREAS, Chapter I, Article XII, Section 1, of the City of Lubbock Charter and §2.03.415(a) of the Code of Ordinances of the City of Lubbock require that the Delivery Service Tariff incorporating the Rate Schedule of Lubbock Power & Light be approved by the City Council prior to its adoption: NOW, THEREFORE:

BE IT RESOLVED BY THE ELECTRIC UTILITY BOARD OF THE CITY OF LUBBOCK:

THAT the Electric Utility Board of the City of Lubbock, as required by §2.03.415(a) of the Code of Ordinances of the City of Lubbock, hereby approves and submits the attached Delivery Service Tariff incorporating the Rate Schedule to the City Council and recommends that such Delivery Service Tariff, as attached hereto, be adopted effective as of November 1, 2024.

BE IT FURTHER RESOLVED BY THE ELECTRIC UTILITY BOARD OF THE CITY OF LUBBOCK:

THAT this resolution and the attached Delivery Service Tariff be filed with the City Secretary as required by §2.03.415(a) of the Code of Ordinances of the City of Lubbock, and as may be required by Chapter 102 of the Texas Local Government Code, and shall be deemed filed with the City Secretary when this resolution and the attached Delivery Service Tariff are delivered to the City Secretary.

.

Passed by the Electric Utility Board the 20th day of August, 2024.

Gwen Stafford, Chair

ATTEST:

Eddie Schulz, Board Secretary

APPROVED AS TO CONTENT:

Joel Ivy, Chief Administrative Officer

APPROVED AS TO FORM:

Keli Swan, LP&L General Counsel

The Delivery Rate Schedules have not been finalized at the time of posting and are subject to change.

The Delivery Rates presented and approved at the EUB meeting shall supersede the corresponding rates in the Delivery Service Tariff.

TARIFF FOR COMPETITIVE RETAILER ACCESS

City of Lubbock, by and through Lubbock Power & Light (LP&L)

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CHAPTER 1: DEFINITIONS

The following definitions apply to the Access Tariff of City of Lubbock, by and through Lubbock Power & Light (LP&L) and to any Access Agreements made under the Access Tariff, unless specifically defined otherwise therein.

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

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

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

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

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

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

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

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

BUSINESS DAY. Any day on which LP&L's corporate offices are open for business in accordance with Section 3.18, HOURS OF OPERATION.

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

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

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

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

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

CONSTRUCTION SERVICE CHARGE. Charges imposed to recover costs associated with Construction Services.

DELIVERY. The movement of Electric Power and Energy through LP&L's electric lines and other equipment,

including transformers, from the Point of Supply to the Point of Delivery.

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

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

DELIVERY SYSTEM. LP&L's electric lines, meters and other equipment, including transformers used in the Delivery of Electric Power and Energy.

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

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

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

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

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

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

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

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

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

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

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

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

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

KILOVOLT AMPERES or kVA. 1000 volt-amperes.

KILOWATT-HOUR or kWh. 1000 watt-hours.

METER. A device, or devices, together with any required auxiliary equipment, for measuring the amount of Electric

Power and Energy delivered.

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

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

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

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

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

NON-BUSINESS DAY. Any day that LP&L's business offices are not open for business, in accordance with Chapter 5.

POINT OF DELIVERY. As determined by LP&L, the point where the Electric Power and Energy leaves LP&L's Delivery System and is delivered to a customer.

POINT OF SUPPLY. The point where the Electric Power and Energy enters LP&L's Delivery System.

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

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

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

PURA. Public Utility Regulatory Act, Texas Utilities Code, Title II.

RATE SCHEDULE. A statement of the method of determining charges for Delivery Service, including the conditions under which such charges and method apply, as outlined in Chapter 5. As used in this Tariff, the term Rate Schedule includes all applicable riders.

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

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 LP&L.

RETAIL CUSTOMER'S ELECTRICAL INSTALLATION. All conductors, equipment, or apparatus of any kind

on Retail Customer's side of the Point of Delivery, except LP&L's Metering Equipment, used by or on behalf of Retail Customer in taking and consuming Electric Power and Energy delivered by LP&L.

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

SCHEDULED METER READING DATE. Date LP&L is scheduled to read the Meter according to the Meter Reading Schedule.

SERVICE CALL. The dispatch of an LP&L 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.

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

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

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

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

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

UNMETERED SERVICE. Delivery Service to Premises without a Meter.

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

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

2 CHAPTER 2: DESCRIPTIONS OF LP&L'S CERTIFICATED SERVICE AREA

2.1 CITY OF LUBBOCK, BY AND THROUGH LUBBOCK POWER & LIGHT

The City of Lubbock, Texas (City) is a political subdivision and municipal corporation of the State, duly organized and existing under the laws of the State, including the City's Home Rule Charter. The City was incorporated in 1909 and first adopted its Home Rule Charter in 1917. The City operates under a Council/Manager form of government with a City Council comprised of the Mayor and six Council members. The City provides a full range of services including electric service. The City's municipally owned electric utility system, known as Lubbock Power & Light (LP&L), was established in 1916, and is at present the largest municipal electric system in the West Texas region and the third largest municipal system in the State of Texas. LP&L, South Plains Electric Cooperative, and Southwestern Public Service Company (SPS) provide electric service in the City of Lubbock.

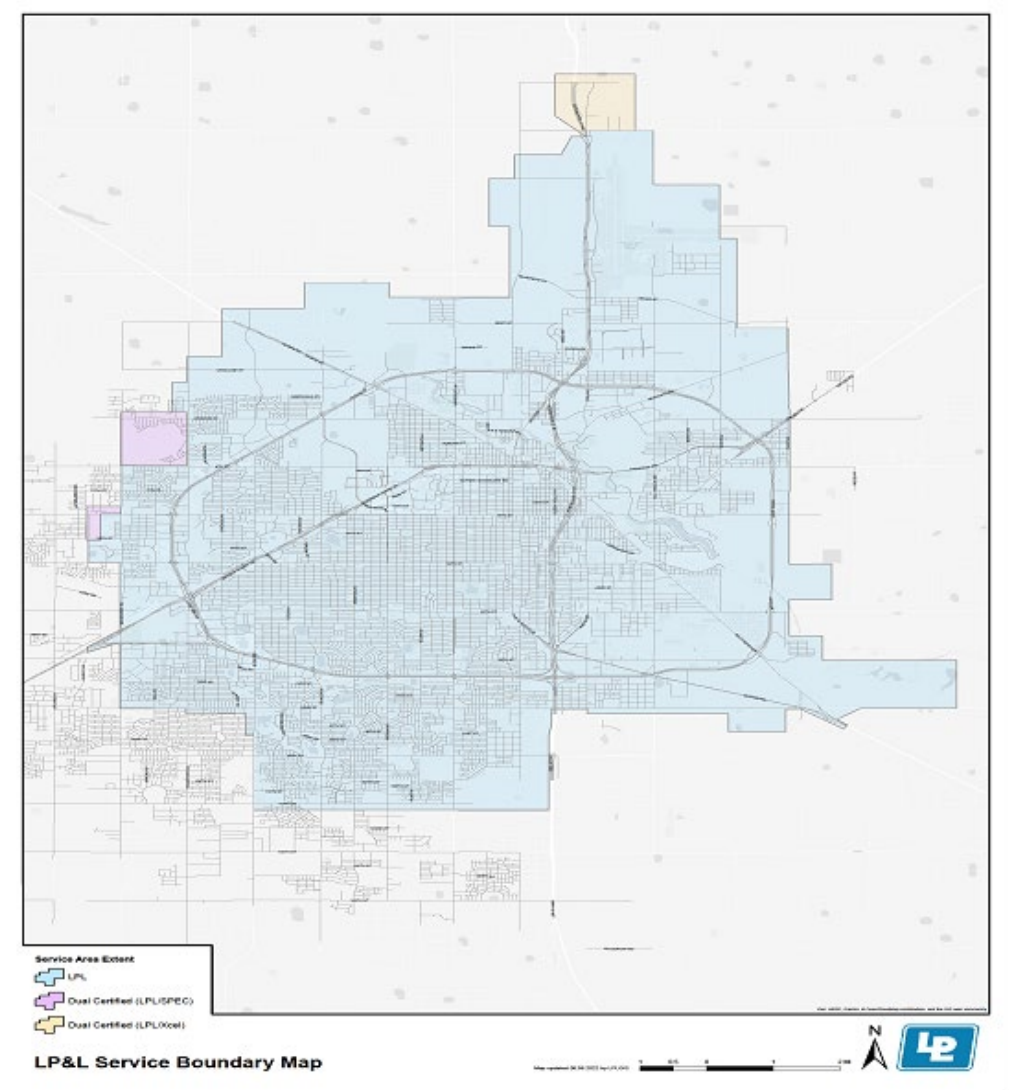
On November 2, 2004, Lubbock voters elected to amend the City Charter to provide for an Electric Utility Board (EUB), which governs, manages, and operates LP&L today. The City Council retains authority for appointment of board members, approval of the operating and capital budget, approval of rates for electric service, eminent domain, and approval of debt financing.

On February 22, 2022, Lubbock's City Council, with the Electric Utility Board's recommendation, approved an irrevocable resolution opting into competition for retail electric service in Lubbock Power & Light's certificated area, as provided by Texas Utilities Code Chapter 40.

LP&L owns, maintains and operates; (1) 345, 115 and 69 kilovolt (kV) transmission lines and substations, (2) 4, 15 and 23 kilovolt (kV) distribution lines and substations, and (3) over 107,000 electric meters. The Public Utility Commission Texas (PUCT) first issued LP&L a Certificate of Convenience and Necessity in Docket Number 42 in 1976.

LP&L operates as the City of Lubbock, acting by and through Lubbock Power & Light (LP&L) with the PUCT as LUBBOCK POWER & LIGHT SYSTEM and with the Electric Reliability Council of Texas as the City of Lubbock, by and through Lubbock Power & Light as a Transmission and Distribution Service Provider (TDSP).

2.2 MAP OF SERVICE AREA



3 CHAPTER 3: GENERAL TERMS AND CONDITIONS OF ACCESS

3.1 APPLICABILITY

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

3.2 GENERAL

Utility will construct, own, operate, and maintain its Delivery System in accordance with Good Utility Practice for the Delivery of Electric Power and Energy to Retail Customers that are located within LP&L's service territory and served by Competitive Retailers. LP&L has no ownership interest in any Electric Power and Energy it delivers to Retail Customers that purchase electric energy from third-party Competitive Retailers. LP&L will provide to all Competitive Retailers access to the Delivery System pursuant to this Tariff (and LP&L's Delivery Service Tariff, if applicable), which Tariff(s) establishes the rates, terms and conditions and policies for such Access and Delivery Service. LP&L must provide access to the Delivery System on a nondiscriminatory basis to all Competitive Retailers and must provide Delivery Service on a nondiscriminatory basis to all Retail Customers and Competitive Retailers. This Tariff is intended to provide uniform Delivery Service to all Competitive Retailers within LP&L's service area.

LP&L will use reasonable diligence to comply with the operational and transactional requirements and timelines as specified in this Tariff and to comply with the requirements set forth by Applicable Legal Authorities to effectuate the requirements of this tariff.

3.3 CHARGES ASSOCIATED WITH DELIVERY SERVICE

All charges associated with a Delivery Service provided by LP&L must be authorized by the municipal governing body, or a body vested with the power to manage and operate a municipally owned utility, or the board of directors of an electric cooperative, and are included as Tariff charges in Section 5.3, RATE SCHEDULES.

3.4 AVAILABILITY OF TARIFF

Copies of this Access Tariff are available in standard electronic format on the website of the Commission and on the website of LP&L. LP&L must post on its website a copy of its Delivery Service Tariff.

3.5 CHANGES TO ACCESS TARIFF

This Access Tariff may be revised, amended, supplemented, or otherwise changed from time to time in accordance with the laws of the State of Texas and the rules and regulations of the PUC, and such changes, when effective, will have the same force and effect as the present Access Tariff. LP&L retains the right to file a petition for rulemaking, requesting a change in Chapters 1, 3, and 4 of its Access Tariff and will comply with all laws and rules concerning the provision of notice concerning any such application. LP&L must file accurate and current rates for Access in Chapter 5. If an Access rate is altered, LP&L is responsible for providing the current rate information in a timely manner. Any agreement made pursuant to this Access Tariff will be deemed to be modified to conform to any changes in this Access Tariff as of the date of the effectiveness of such change. No agent, officer, director, employee, or representative of LP&L has authority to modify the provisions of this Access Tariff or to bind LP&L by any promise or representation contrary to the terms of this Access Tariff except as expressly permitted by the PUC. For changes in Chapters 2 and 5, LP&L's governing body or a body vested with the power to manage and operate the utility must authorize the change. In the event that LP&L determines it necessary to change its application of an existing Tariff provision under Chapter 5 of this Tariff, LP&L must notify the

designated contact of all Competitive Retailers certified to serve customers in its service territory at least 45 Business Days in advance of any proposed change in application of an existing Tariff provision taking effect.

3.6 NON-DISCRIMINATION

LP&L will discharge its responsibilities under this Access Tariff in a non-discriminatory manner not favoring or burdening any particular Competitive Retailer. LP&L will not discriminate against non-affiliated Competitive Retailers or their Retail Customers in the provision of Delivery Services that affect Competitive Retailer's Access to LP&L's Delivery System or Retail Customers. LP&L must process requests for Delivery Services in a non-discriminatory manner without regard to the affiliation of a Competitive Retailer or its Retail Customers, and consistent with Applicable Legal Authorities.

3.7 FORM AND TIMING OF NOTICE

A notice, demand or request required or authorized under this Access Tariff to be given by any party to any other party must be in writing or conveyed electronically, as specified in the section of this Access Tariff requiring such notice. Electronic notice must be given in accordance with the appropriate TX SET protocol, if a TX SET transaction exists. If a TX SET transaction does not exist, electronic notice must be provided to the authorized representative for the Competitive Retailer in accordance with Section 3.9. Written notice must either be personally delivered, transmitted by telecopy or facsimile equipment (with receipt confirmed), sent by overnight courier or mailed, by certified mail, return receipt requested, postage pre-paid, to the other party. Any such notice, demand or request so delivered or mailed will be deemed to be given when so delivered or three days after mailed, unless the party asserting that such notice was provided is unable to show evidence of its delivery.

3.8 DESIGNATION OF LP&L CONTACT PERSONS FOR MATTERS RELATING TO ACCESS

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

3.9 INVOICING TO STATE AGENCIES

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

3.10 GOVERNING LAWS AND REGULATIONS

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

3.11 GOOD FAITH OBLIGATION

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

3.12 COOPERATION IN EMERGENCIES

LP&L and Competitive Retailer must cooperate with each other, the Independent Organization and any other affected entities in the event of an emergency condition affecting the delivery of Electric Power and Energy or the safety and security of persons and property.

3.13 HEADINGS

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

3.14 TAX EXEMPT STATUS

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

3.15 SUCCESSORS AND ASSIGNS

This Tariff will inure to the benefit of, and be binding upon, LP&L, Competitive Retailer, and Retail Customer and their respective successors and permitted assigns.

3.16 EXERCISE OF RIGHT TO CONSENT

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

3.17 WAIVERS

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

3.18 HOURS OF OPERATION

LP&L hours of Operation and Holidays are contained in Chapter 5.

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

4.1 GENERAL RULES AND REGULATIONS

4.1.A APPLICABILITY OF CHAPTER

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

4.1.B REQUIRED NOTICE

Notice to Competitive Retailer and LP&L provided under Section 3.7, FORM AND TIMING OF NOTICE, must be provided to the addresses specified in the Access Agreement.

4.2 LIMITS ON LIABILITY

4.2.A LIABILITY BETWEEN LP&L AND COMPETITIVE RETAILERS

This Access Tariff is not intended to limit the liability of LP&L or Competitive Retailer for damages except as expressly provided in this Access Tariff.

LP&L WILL MAKE REASONABLE PROVISIONS TO SUPPLY STEADY AND CONTINUOUS ACCESS AND DELIVERY SERVICE TO COMPETITIVE RETAILER AND RETAIL CUSTOMERS, RESPECTIVELY, BUT DOES NOT GUARANTEE ACCESS OR DELIVERY SERVICE AGAINST FLUCTUATIONS OR INTERRUPTIONS (WHETHER AS A RESULT OF NEGLIGENCE OR OTHERWISE). LP&L WILL NOT BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT OR CONSEQUENTIAL, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF REVENUE, OR LOSS OF PRODUCTION CAPACITY, OCCASIONED BY FLUCTUATIONS OR INTERRUPTIONS UNLESS IT BE SHOWN THAT LP&L HAS NOT MADE REASONABLE PROVISION TO SUPPLY STEADY AND CONTINUOUS ACCESS AND DELIVERY SERVICE, CONSISTENT WITH THE RETAIL CUSTOMER'S CLASS OF SERVICE, AND IN THE EVENT OF A FAILURE TO MAKE SUCH REASONABLE PROVISIONS, WHETHER AS A RESULT OF NEGLIGENCE OR OTHERWISE, LP&L'S LIABILITY WILL BE LIMITED TO THE COST OF NECESSARY REPAIRS OF PHYSICAL DAMAGE PROXIMATELY CAUSED BY THE SERVICE FAILURE TO THOSE ELECTRICAL DELIVERY FACILITIES OF RETAIL CUSTOMER WHICH WERE THEN EQUIPPED WITH THE PROTECTIVE SAFEGUARDS RECOMMENDED OR REQUIRED BY THE THEN CURRENT EDITION OF THE NATIONAL ELECTRICAL CODE. LP&L WILL MAKE REASONABLE PROVISIONS TO PROVIDE CONSTRUCTION SERVICE, BUT DOES NOT GUARANTEE THE TIMELINESS OF INITIATING OR COMPLETING SUCH CONSTRUCTION SERVICE NOR THE SUITABILITY OF SUCH FACILITIES FOR RETAIL CUSTOMER'S SPECIFIC USES. LP&L WILL NOT BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT OR CONSEQUENTIAL, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF REVENUE, OR LOSS OF PRODUCTION CAPACITY, OCCASIONED BY THE FAILURE TO PROVIDE TIMELY OR SUITABLE CONSTRUCTION SERVICE. THE TERM "CONSTRUCTION SERVICE" AS USED IN THIS PARAGRAPH INCLUDES ANY AND ALL SERVICES THAT (A) ARE PROVIDED, (B) FAIL TO BE PROVIDED, OR (C) FAIL TO BE TIMELY PROVIDED BY LP&L, FROM THE TIME RETAIL CUSTOMER FIRST CONTACTS LP&L WITH RESPECT TO THE PROVISION OF ANY TYPE OF CONSTRUCTION OR DELIVERY SERVICE.

However, if damages result from failure to provide timely or suitable Construction Service or fluctuations or interruptions in Access or Delivery Service that are caused by LP&L's or Competitive Retailer's gross negligence, or intentional misconduct, this Access Tariff will not preclude recovery of appropriate damages when legally due. Nothing herein will prevent LP&L from being liable if found to be grossly negligent or to have committed intentional misconduct with respect to its exercise of its authority in this Tariff.

4.2.B LIMITATION OF DUTY AND LIABILITY OF COMPETITIVE RETAILER

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

4.2.C DUTY TO AVOID OR MITIGATE DAMAGES

LP&L and Competitive Retailer will use reasonable efforts to avoid or mitigate its damages or losses suffered as a result of the other's culpable behavior, under Section 4.2.A, LIABILITY BETWEEN LP&L AND COMPETITIVE RETAILERS.

4.2.D FORCE MAJEURE

NEITHER LP&L NOR COMPETITIVE RETAILER WILL BE LIABLE IN DAMAGES FOR ANY ACT OR EVENT THAT IS BEYOND SUCH PARTY'S CONTROL AND WHICH COULD NOT BE REASONABLY ANTICIPATED AND PREVENTED THROUGH THE USE OF REASONABLE MEASURES, INCLUDING, BUT NOT LIMITED TO, AN ACT OF GOD, EXTREME WEATHER, ERCOT GRID INTERRUPTIONS, ACT OF THE PUBLIC ENEMY, WAR, INSURRECTION, RIOT, FIRE, EXPLOSION, LABOR DISTURBANCE OR STRIKE, WILDLIFE, UNAVOIDABLE ACCIDENT, EQUIPMENT OR MATERIAL SHORTAGE, PANDEMIC OR EPIDEMIC, BREAKDOWN OR ACCIDENT TO MACHINERY OR EQUIPMENT, OR GOOD FAITH COMPLIANCE WITH A THEN VALID CURTAILMENT, ORDER, REGULATION OR RESTRICTION IMPOSED BY GOVERNMENTAL, MILITARY, OR LAWFULLY ESTABLISHED CIVILIAN AUTHORITIES, INCLUDING ANY ORDER OR DIRECTIVE OF THE INDEPENDENT ORGANIZATION.

4.2.E EMERGENCIES AND NECESSARY INTERRUPTIONS

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

LP&L may curtail, reduce voltage, or interrupt Delivery Service in the event of an emergency arising anywhere on the Delivery System on the interconnected systems of which it is a part, when the emergency poses a threat to the integrity of its system or the systems to which it is directly or indirectly connected, if in its sole judgment, such action may prevent or alleviate the emergency condition. LP&L may interrupt service, when necessary, for inspection, test, repair, or when such interruption will lessen or remove possible danger to life or property, or will aid in the restoration of Delivery Service.

LP&L must provide advance notice to Competitive Retailer of such actions, if reasonably possible. Such notice may be provided by electronic notice to all certificated Competitive Retailers operating within LP&L's service territory with specific identification of location, time, and expected duration of the outage. If reasonably possible, LP&L must provide notice to Competitive Retailer no later than one hour after the initiation of the curtailment, interruption, or voltage reduction that occurs due to the emergency if the emergency occurs during LP&L's normal hours of operation as defined in Section 3.18. If the emergency

occurs outside LP&L's normal hours of operation, LP&L must provide notice as soon as reasonably possible under the circumstances to Competitive Retailer after the initiation of the curtailment, interruption, or voltage reduction that occurs due to the emergency. Advance notice must also be provided, if reasonably possible, to those Retail Customers for whom suspension of service could create a dangerous or life-threatening condition.

4.2.F LIMITATION OF WARRANTIES BY LP&L

LP&L MAKES NO WARRANTIES WITH REGARD TO THE PROVISION OF ACCESS, CONSTRUCTION SERVICE OR DELIVERY SERVICE AND DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4.2.G DUTY TO REVIEW

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

4.3 ACCESS

4.3.A ELIGIBILITY

A Competitive Retailer is eligible for Access when:

- (1) The Competitive Retailer and LP&L have received written notice from the Independent Organization certifying the Competitive Retailer's successful completion of market testing, including receipt of the digital certificate pursuant to Applicable Legal Authorities. Market testing will be conducted in accordance with a test plan as specified by Applicable Legal Authorities. LP&L and Competitive Retailer will use best efforts to timely complete market testing;
- (2) Competitive Retailer and LP&L execute an Access Agreement, or if, LP&L has failed to execute the Access Agreement upon presentment by Competitive Retailer who has signed such Access Agreement, Competitive Retailer will be deemed eligible for Access during an interim period by filing the unexecuted Access Agreement with the Commission so that it may investigate into the reasons for such non-execution by LP&L; and
- (3) The Competitive Retailer, is registered with the municipality in whose area the REP intends to provide service, if applicable, and is not in material default with the registration requirements.

4.3.B INITIATION OF ACCESS (DELIVERY SYSTEM SERVICE CONNECTION)

For the purposes of this section, "initiation of Access" refers to the actions taken by LP&L to allow the Competitive Retailer to deliver Electric Power to LP&L's Delivery System at the Point of Supply or serve the Retail Customer. LP&L may choose whether, for purposes of Discretionary Services and Construction Services, it will communicate through the applicable Competitive Retailer, through the Retail Customer, or both. LP&L must publish on its website the process for Competitive Retailer or Retail Customer to initiate Construction Services or Discretionary Services.

4.3.B.1 INITIATION OF ACCESS WHERE CONSTRUCTION SERVICES ARE NOT REQUIRED

- (1) The Retail Customer's electrical installation is known to be hazardous or is of such character that Delivery Service cannot be provided consistent with Good Utility Practice, or interferes with the service of other Retail Customers, or unless a known or dangerous condition exists for as long as it exists;

- (2) The Competitive Retailer is in default under this tariff; or
- (3) The Retail Customer is in default under LP&L's Delivery Service Tariff.

4.3.B.2 INITIATION OF ACCESS WHERE CONSTRUCTION SERVICES ARE REQUIRED

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

4.3.C REQUESTS FOR DISCRETIONARY SERVICES INCLUDING CONSTRUCTION SERVICES

By mutual agreement of LP&L and Competitive Retailer (and noted in Appendix A), a Competitive Retailer may request Discretionary Services from LP&L on behalf of the Retail Customer, or the Retail Customer may contact LP&L directly to obtain the service. If a Competitive Retailer requests Discretionary Services on behalf of the Retail Customer, such requests for Discretionary Services must include the following information:

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

LP&L may contact the Retail Customer for verification of the request. Provision of the Discretionary Services requested will be in accordance with LP&L's Delivery Service Tariff.

To the extent LP&L chooses to communicate with the Competitive Retailer for Construction Services or Discretionary Services, LP&L will acknowledge receipt of Competitive Retailer's electronic service request and will notify the Competitive Retailer upon completion of the Discretionary Service Request. Such notification must include the date when the service was completed in the field. LP&L may also notify the Competitive Retailer and the Retail Customer of the estimated completion date of the discretionary services request.

4.3.D CHANGING OF DESIGNATED COMPETITIVE RETAILER

LP&L must change a Retail Customer's designated Competitive Retailer upon receiving proper notification from the Registration Agent, in accordance with LP&L's customer protection rules and the protocols developed by the Independent Organization, unless the new Competitive Retailer is in default under this Access Tariff. Competitive Retailer may request a Meter Reading for the purpose of a self-selected switch subject to charges and timeframes specified in Chapter 5. LP&L will honor the requested switch date contained in the TX SET transaction in accordance with Applicable Legal Authorities to the extent that LP&L has received the request within the timeframes established in Applicable Legal Authorities. LP&L will

release proprietary customer information to the designated Competitive Retailer in a manner prescribed by the Applicable Legal Authorities.

4.3.E SWITCHING FEE

LP&L will not charge Competitive Retailer for a change of designation of a Retail Customer's Competitive Retailer.

4.3.F IDENTIFICATION OF THE PREMISES AND SELECTION OF RATE SCHEDULES

The establishment, assignment, and maintenance of ESI IDs will be as determined by Applicable Legal Authorities. In addition, LP&L will:

- (1) Assign a unique ESI ID for each Point of Delivery, or in the case of non-Metered load, a unique ESI ID to each Premises, in accordance with Applicable Legal Authorities;
- (2) Establish separate and distinct ESI IDs for temporary and permanent service. The temporary ESI ID will be retired after all market transactions associated with the temporary ESI ID have been completed. If the temporary Meter has been used for the same Premises for which the permanent Meter will be used, the same ESI ID may be used for temporary and permanent service;
- (3) Identify, assign, and maintain ESI IDs with the appropriate load profile, Meter Reading cycle, and other information necessary for accurate settlement of the wholesale market, unless such functions are undertaken by the Independent Organization;
- (4) Notify the Competitive Retailer and Independent Organization, using the appropriate TX SET transaction, of revisions in the assignment of a Rate Schedule; and
- (5) Maintain accurate United States Postal Service compliant services addresses, when available, to comply with Applicable Legal Authorities. When there are two or more ESI IDs for the same service address, the service address will include information to distinguish between the Points of Delivery at the service address.

The Rate Schedules included in this Tariff state the conditions under which LP&L's Delivery Services are available and the applicable rates for each Delivery Service. For service to a new Retail Customer at an existing Premises, LP&L will bill actual Demand of the existing Retail Customer, subject to provisions in LP&L's Delivery Service Tariff, Chapter 5 herein, and Applicable Legal Authorities.

4.3.G PROVISION OF DATA BY COMPETITIVE RETAILER TO LP&L

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

4.3.H SUSPENSION OF ACCESS

4.3.H.1 SUSPENSIONS WITHOUT PRIOR NOTICE FOR EMERGENCIES OR NECESSARY INTERRUPTIONS

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

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

Competitive Retailer must convey any notice received by Retail Customer to LP&L that suspension or interruption of service of Retail Customer will create a dangerous or life-threatening condition on Retail Customer's Premises.

LP&L may also suspend Access without prior notice when such suspension is authorized by Applicable Legal Authorities.

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

4.3.H.2 NOTICED SUSPENSION NOT RELATED TO EMERGENCIES OR NECESSARY INTERRUPTIONS

If LP&L suspends Access in connection with suspending Delivery Service other than as provided for an emergency under Section 4.3.H.1, SUSPENSIONS WITHOUT PRIOR NOTICE FOR EMERGENCIES OR NECESSARY INTERRUPTIONS, LP&L must provide electronic notice of the suspension of Access, specifically identifying the location, time, cause, and expected duration of the suspension.

LP&L must perform all suspensions or disconnects in accordance with its Delivery Service Tariff.

LP&L may suspend Access in connection with suspending Delivery Service in accordance with LP&L's Delivery Service Tariff:

- (1) In the event of unauthorized use, unauthorized connection or reconnection, or diversion of service or Tampering with LP&L's Meter or equipment or bypassing same;
- (2) In the event of Retail Customer's violation of the provisions of LP&L's Delivery Service Tariff in a manner which interferes with the Delivery Service of others or the operation of nonstandard equipment, or as otherwise specified by written agreement, and a reasonable opportunity has been provided to remedy the situation;
- (3) Upon Retail Customer's failure to comply with the terms of any written agreement made between LP&L and Retail Customer, upon default of Retail Customer under such an agreement, or upon failure to pay any charges billed by LP&L directly to Retail Customer after a reasonable opportunity has been provided to remedy the failure;
- (4) For Retail Customer's failure to provide LP&L with reasonable access to LP&L's facilities located on Retail Customer's Premises after a reasonable notice has been provided of the need for access to the facilities; or
- (5) Upon LP&L's receipt of a notice requiring such action, in the form and from the party specified by Applicable Legal Authorities. LP&L will not be responsible for monitoring or reviewing the appropriateness of any such notice.

LP&L must provide electronic notice of the suspension of Access, specifically identifying the time, cause, and expected duration of the suspension.

4.3.I RESTORATION OF ACCESS

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

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

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

In the event Competitive Retailer no longer desires to provide Electric Power and Energy Access to a Retail Customer at the Retail Customer's Premises, Competitive Retailer must notify the Registration agent of the date the Competitive Retailer desires LP&L to discontinue Access to a particular Point of Delivery. Competitive Retailer may request disconnection for non-payment by Retail Customer as authorized by the commission's Customer Protection Rules except when the Competitive Retailer is the affiliate of LP&L, in which case LP&L's customer protection rules apply. LP&L must disconnect and reconnect Retail Customer's Premises upon receipt of request for disconnection or reconnection by a Competitive Retailer authorized to do so.

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

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

4.3.K EXTREME WEATHER

When LP&L discontinues performing disconnections for non-payment due to an extreme weather emergency, LP&L must provide notice to Competitive Retailers as soon as reasonably possible in accordance with Section 3.7, FORM AND TIMING OF NOTICE.

4.3.L CRITICAL CARE AND CRITICAL LOAD CUSTOMERS

LP&L and Competitive Retailer will, by mutual consent, establish procedures to enable LP&L and Competitive Retailer to comply with all requirements established in Applicable Legal Authorities related to critical care and critical load customer designations.

4.4 BILLING AND REMITTANCE

In accordance with Applicable Legal Authorities, Retail Customer or LP&L may have the option for the Retail Customer to (1) receive a single bill that contains both the Delivery Service charges and the Electric Power and Energy charges; or (2) receive two bills, one for Delivery Service charges and one for Electric Power and Energy charges. In the event that the entity provided with this option fails to select either separate billing or consolidated billing, a consolidated bill will be provided.

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

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

4.4.A CONSOLIDATED BILLING BY LP&L

When a Retail Customer receives a consolidated bill from LP&L, LP&L may assess a fee to Competitive Retailer for billing services, which will cover the preparation and delivery of reports specified in this chapter.

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

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

4.4.A.1 BILLING BY LP&L TO RETAIL CUSTOMERS FOR DELIVERY SERVICES

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

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

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

4.4.A.3 PRE-BILL STATEMENT CORRECTIONS

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

4.4.A.4 BILLING CYCLE

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

4.4.A.5 REMITTANCE FOR UTILITY CONSOLIDATED BILLING

4.4.A.5.1 Upon receipt of payment from Retail Customer for Electric Power and Energy

service billed by LP&L on behalf of Competitive Retailer, LP&L will remit payment to Competitive Retailer within five Business Days of the due date of the Retail Customer's bill, or if customer has paid after the due date, five days after LP&L has received payment. LP&L may remit payment by electronic funds transfer (EFT), utilizing the Electronic Data Interchange (EDI) Standard to a bank designated by the Competitive Retailer. LP&L may also pay by wire transfer (WT) or check. Payment will be considered received on the date Competitive Retailer's bank receives the EFT or WT or three days from the date the check is properly addressed and placed in the US mail. No extension of time will be given if LP&L has contracted its billing or collections functions to a third party.

- 4.4.A.5.2** On the same day LP&L remits payment, LP&L must provide a collection report to Competitive Retailer that includes information about amounts billed and received for Electric Power and Energy for each Retail Customer for which payment is remitted, listed by ESI ID.

4.4.A.6 NON-PAYMENT OR PARTIAL PAYMENT BY RETAIL CUSTOMER

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

4.4.A.7 RETAIL CUSTOMER BILLING INQUIRIES

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

4.4.B SEPARATE BILLS

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

4.4.C CONSOLIDATED BILLING BY COMPETITIVE RETAILER

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

4.4.C.1 CALCULATION AND TRANSMITTAL OF DELIVERY SERVICE INVOICES BY LP&L

Not later than three Business Days after the scheduled date of a Meter Read for a Point of Delivery, LP&L must transmit an electronic invoice for LP&L's total Delivery System charges based on its Delivery Service Tariff associated with the Point of Delivery supplied with Electric Power and Energy by the Competitive Retailer. LP&L will separately identify the Delivery System charges and billing determinants on the electronic invoice, to the extent that the transaction allows them to be reported, for each Point of Delivery served by a Competitive Retailer. LP&L must provide information on any Billing Determinants not provided on the electronic transaction to Competitive Retailer upon request, within two Business Days from the receipt of the request, and applicable fees may apply. The start and end dates for the billing period contained on the invoice will match the start and end dates of the Meter Reading for the Premises.

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

Electronic invoices must be transmitted using the appropriate SET transaction and be consistent with the terms and conditions of this Access Tariff. The Competitive Retailer must acknowledge the receipt of the invoice and indicate whether the transaction conformed with ANSI X12 using the appropriate TX SET transaction within 24 hours of the first Business Day following receipt of the invoice. If LP&L receives a negative acknowledgement indicating the transaction failed ANSI X12 validation, LP&L must correct any LP&L errors that lead to a rejection and re-issue the transaction within two Business Days of receipt of the negative acknowledgement. Following a positive acknowledgement indicating the transaction passed ANSI X12 validation, the Competitive Retailer will have five Business Days to send a rejection response in accordance with the TX SET Implementation Guides and Commission Rules.

However, if the Competitive Retailer receives an invoice relating to an ESI ID for which the Competitive Retailer has sent an enrollment or move-in request but has not received a response transaction from ERCOT, then the Competitive Retailer must allow four Business Days to receive the response. If the Competitive Retailer has still not received the response transaction, the Competitive Retailer will not reject the invoice, but will utilize an approved market process to resolve the issue.

Additionally, a Competitive Retailer will not reject an invoice, claiming it is not a Valid Invoice, outside the timelines specified in this subsection, or without supplying appropriate rejection reasons in accordance with TX SET Implementation Guides and Commission Rules. A Competitive Retailer may dispute a Valid Invoice under Section 4.4.D.7, INVOICE DISPUTES, but not reject it. Construction Service charges must be invoiced to the entity requesting such service. If Competitive

Retailer has requested such a service, LP&L must include the Construction Service Charge associated with that service as a separately identified item on the invoice provided under Section 4.4.C.1, CALCULATION AND TRANSMITTAL OF DELIVERY SERVICE INVOICES BY LP&L.

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

4.4.C.2 INVOICE CORRECTIONS

Invoices will be subject to adjustment for errors, including, but not limited to arithmetic errors, computational errors, Meter inaccuracies and Meter Reading errors. LP&L will cancel and re-bill the original invoice that was incorrect and apply any payments made to the re-billed invoice. If it is determined that LP&L over-billed for Delivery charges, LP&L will make adjustment(s) associated with the Point of Delivery for the entire period of over-billing. If it is determined that LP&L under-billed for Delivery charges, LP&L may not issue an invoice for under-billings for adjustments more than 150 days after the date the original invoice was issued or should have been issued.

All invoices with estimations must be true-up within 150 days of the estimation. If LP&L does not true-up an under-billing within 150 days, LP&L may not bill for the difference it has under-billed.

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

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

4.4.C.3 BILLING CYCLE

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

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

4.4.D REMITTANCE OF INVOICED CHARGES

Payments for all charges except Discretionary Service Charges invoiced to Competitive Retailer will be due 35 calendar days following LP&L transmittal of a valid invoice. The preceding 35 calendar day payment provision will not apply to invoices that have been rejected using Applicable Legal Authorities.

Disputed invoiced amounts will be governed by Section 4.4.D.3, INVOICE DISPUTES. Payments are due without regard to whether or when the Competitive Retailer receives payment from its Retail Customer(s). However, the income derived from Delivery Service charges is deemed to have come from the Retail Customer, not the Competitive Retailer.

LP&L must specify the due date on the invoice, and the due date must be the 35th calendar day after the transmittal date of the valid invoice, unless the 35th day falls on a weekend or Banking Holiday, in which case the due date will be the following Business Day. Electronic invoices transmitted after 3:00 P.M. will be considered transmitted on the following Business Day.

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

4.4.D.1 DELINQUENT PAYMENTS

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

4.4.D.2 PARTIAL PAYMENTS

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

4.4.D.3 INVOICE DISPUTES

Competitive Retailer will pay all undisputed portions of an invoice within the remittance timeframes of Section 4.4.D, REMITTANCE OF INVOICED CHARGES, unless otherwise agreed to by LP&L and Competitive Retailer. Competitive Retailer may refuse to pay the disputed amount. If a Competitive Retailer disputes all or a portion of an invoice, the Competitive Retailer must provide written notice to LP&L of the dispute and must include in the notice, at a minimum, an explanation of the disputed portion of the invoice, the basis of the dispute, and a proposed resolution. Upon notice of a disputed invoice, LP&L will investigate and report the results of the investigation within ten Business Days. Invoice disputes will be addressed promptly, and in the event the dispute is not resolved, the parties must resort to the dispute resolution procedures set forth in Section 4.9, DISPUTE RESOLUTION PROCEDURES. If LP&L does not receive notification of a dispute within 11 months from the due date of the invoice in question, said invoice will be deemed conclusive and binding.

Upon resolution of the dispute, the appropriate adjustments will be reflected on the first subsequent invoice after resolution. If the Competitive Retailer has remitted amounts found to be improperly invoiced, LP&L will pay interest on such amounts from the due date on the invoice at the interest rate set in accordance with Tex. Gov't Code Chapter 2251, or other Applicable Legal Authority. If the dispute is resolved in favor of the LP&L, LP&L will not hold Competitive Retailer in default for non-payment of the original invoice based on the original due date. The invoice will be due within one Business Day of resolution of the dispute.

LP&L may dispute the reason for which a Competitive Retailer rejects an invoice. LP&L must provide written notice of the dispute to the Competitive Retailer's designated contact and must include in the notice, at a minimum, an explanation of the disputed rejection, the basis of the dispute and a proposed resolution.

Upon notice of a dispute, the responding party will investigate and respond in writing to the disputing party within ten Business Days of transmittal of the notice. Such response must include a proposed resolution. Within 20 Business Days of the response, either party may initiate the dispute resolution procedures set forth in Section 4.9, DISPUTE RESOLUTION PROCEDURES. If LP&L does not receive notification of a dispute within 11 months from the due date of the invoice in question, said invoice will be deemed conclusive and binding. Upon resolution of the dispute, the appropriate adjustments will be reflected on the first subsequent invoice after resolution. If the Competitive Retailer has remitted amounts found to be improperly invoiced, LP&L will pay interest on such amounts from the date payment was received by LP&L until the date of refund of such amounts at the interest rate set in accordance with Texas Gov't Code Chapter 2251, or other Applicable Legal Authority. If the Competitive Retailer has been found to have withheld amounts properly invoiced, Competitive Retailer will pay interest on the disputed amount from the due date on the invoice at the interest rate set in accordance with Texas Gov't Code Chapter 2251, or other Applicable Legal Authority. If the dispute is resolved in favor of the LP&L, LP&L will not hold Competitive Retailer in default for non-payment of the original invoice based on the original due date. The invoice will be due within three Business Days of resolution of the dispute. A Competitive Retailer must not dispute a methodology used to estimate a Meter Reading if the estimation methodology has been approved by the governing body.

4.4.D.4 RETAIL CUSTOMER BILLING INQUIRIES

When Competitive Retailer receives an inquiry from a Retail Customer concerning the Retail Customer's consolidated bill in connection with an inquiry relating to charges for Delivery Service, the Competitive Retailer may respond to the inquiry, forward the call to LP&L, if that option is

available, or direct the Retail Customer to contact the persons designated by the LP&L to handle billing inquiries.

4.4.D.5 SUCCESSOR COMPETITIVE RETAILER

A Competitive Retailer will not be obligated to pay the delinquent balance of another Competitive Retailer as a condition of providing service to Retail Customers. The prior Competitive Retailer, however, will in no case be relieved of any previously invoiced unpaid charges including but not limited to late fees incurred in the use of LP&L's Delivery System.

4.5 SECURITY DEPOSITS AND CREDITWORTHINESS

4.5.A DEPOSIT REQUIREMENTS FOR CONSOLIDATED BILLING BY LP&L

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

4.5.B DEPOSIT REQUIREMENTS FOR CONSOLIDATED BILLING BY COMPETITIVE RETAILER

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

4.5.C SIZE OF DEPOSIT

For LP&L, deposits must be equal to one-sixth of the estimated annual amount to be received from Retail Customers by LP&L for Electric Power and Energy supplied by Competitive Retailer.

For Competitive Retailer, deposits must be equal to one-sixth of the estimated annual amount of Delivery Service charges to be billed under this Tariff by Competitive Retailer, on behalf of LP&L.

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

4.5.D FORM OF DEPOSIT

Deposits under this section must be in the form of cash held by a third-party escrow, surety bond, letter of credit, affiliate guaranty, or any combination thereof, at the billing party's option. The non-billing party will be the beneficiary of any affiliate guaranty, surety bond or letter of credit. Providers of affiliate guaranty, surety bonds or letters of credit must have and maintain long-term unsecured credit ratings of not less than "BBB-" or "Baa3" (or equivalent) from Standard and Poor's or Moody's Investor Service, respectively. Other forms of security may be mutually agreed to by LP&L and Competitive Retailer provided that terms are offered on a non-discriminatory basis. Within ten Business Days of the quarterly review in Section 4.5.C, SIZE OF DEPOSIT, the billing party will remit additional cash in escrow or replacement affiliate guaranty, surety bonds or letters of credit, as applicable, in the amount determined pursuant to the review.

4.5.E INTEREST

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

4.5.F HISTORICAL DEPOSIT INFORMATION

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

4.5.G REFUND OF DEPOSIT

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

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

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

4.6 DELINQUENCY, DEFAULT AND REMEDIES ON DEFAULT

4.6.A LP&L DELINQUENCY AND DEFAULT

LP&L will be considered to be delinquent if LP&L:

- (1) Fails to remit payment for Electric Power and Energy received from Retail Customers to the Competitive Retailer under Sections 4.4.A.5, REMITTANCE, and 4.4.A.6, NON-PAYMENT OR PARTIAL PAYMENT BY RETAIL CUSTOMER;
- (2) Fails to satisfy any material obligation under this tariff, including fulfilling the security requirements set forth in Section 4.5, SECURITY DEPOSITS AND CREDITWORTHINESS; or
- (3) Fails to provide Meter Reading data to Competitive Retailer in accordance with Section 4.8.A, DATA FROM METER READING.

4.6.B DEFAULT AND REMEDIES ON DEFAULT OF LP&L

4.6.B.1 DEFAULT OF LP&L RELATED TO FAILURE TO REMIT PAYMENTS DUE UNDER THIS TARIFF OR MAINTAIN REQUIRED SECURITY

Upon LP&L's delinquency related to failure to remit Electric Power and Energy payments, in accordance with Sections 4.4.A.5 REMITTANCE, and 4.4.A.6, NON-PAYMENT OR PARTIAL PAYMENT BY RETAIL CUSTOMER, Competitive Retailer must provide notice of delinquency to LP&L of same. LP&L will have ten Business Days to cure the delinquency. Upon LP&L's failure to cure the delinquency, LP&L will be in default, and Competitive Retailer may pursue any or all of the following remedies:

- (1) Apply delinquent balances to LP&L's third-party escrow deposit, if any, and any accrued interest to delinquent balances, or seek recourse against any letter of credit or surety bond

for the amount of delinquent charges due to Competitive Retailer, including any penalties or interest;

- (2) Avail itself of any legal remedies that may be appropriate to recover unpaid amounts and associated penalties or interest; or
- (3) Implement other mutually suitable and agreeable arrangements with LP&L, provided that such arrangements are available to all Competitive Retailers on a non-discriminatory basis.

4.6.B.2 DEFAULT OF LP&L RELATED TO FAILURE TO PROVIDE METER READING DATA

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

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

4.6.C DEFAULT OF LP&L RELATED TO FAILURE TO PROVIDE METER READING DATA

4.6.C.1 COMPETITIVE RETAILER DELINQUENCY

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

- (1) Fails to remit to LP&L any payments due under this Access Tariff;
- (2) Provides consolidated billing and fails to remit payment to LP&L within the ten-calendar day grace period allowed under Section 4.4.D.5, DELINQUENT PAYMENTS;
- (3) Fails to satisfy any material obligation under this Access Tariff including, but not limited to failure to, fulfill the security requirements set forth in Section 4.5, SECURITY DEPOSITS AND CREDITWORTHINESS;
- (4) Fails to comply with the requirements of the applicable municipal certification; or
- (5) Is no longer certified as a Retail Electric Provider.

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

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

- (1) Apply to delinquent balances to Competitive Retailer's deposit, if any, and any accrued interest, or seek recourse against any letter of credit or surety bond for the amount of delinquent charges due to LP&L, including any penalties or interest;
- (2) Avail itself of any legal remedies that may be appropriate to recover unpaid amounts and associated fees, including any penalties or interest;
- (3) Implement other mutually suitable and agreeable arrangements with Competitive Retailer, provided that such arrangements are available to all Competitive Retailers on a non-discriminatory basis;
- (4) Notify the Commission that the Competitive Retailer is in default and request suspension or revocation of the Competitive Retailer's certificate; or
- (5) Require the Competitive Retailer to do one of the following:

- (A) Transfer the billing and collection responsibility for all Delivery charges to LP&L, if LP&L consents;
- (B) Immediately arrange for all future remittances from Retail Customers to be paid into a lock-box controlled by LP&L or the financial mechanism/account designated by LP&L. Amounts collected must first be applied to amounts due LP&L, including any late fees and penalties with remaining amounts released to Competitive Retailer. Competitive Retailer will bear all costs of such mechanism; or
- (C) Immediately arrange for the Competitive Retailer's customers to be served by another qualified Competitive Retailer or the Provider of Last Resort.

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

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

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

- (1) Implement mutually suitable and agreeable arrangements with Competitive Retailer provided that such arrangements are available to all Competitive Retailers on a non-discriminatory basis; or
- (2) Notify the Commission that the Competitive Retailer is in default and that certification should be suspended or canceled.

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

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

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

4.6.C.5 CURE OF DEFAULT

Upon payment of all past due amounts and associated penalties and late fees, establishment of any

security required under Section 4.5, SECURITY DEPOSITS AND CREDITWORTHINESS, and cure of any failure to abide by the provisions of this Tariff, Competitive Retailer will no longer be considered in default and will not be required to comply with the provisions in Section 4.6, DELINQUENCY, DEFAULT AND REMEDIES ON DEFAULT.

4.7 MEASUREMENT AND METERING OF SERVICE

4.7.A MEASUREMENT

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

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

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

4.7.B METER READING

LP&L is responsible for reading LP&L's Meter on a monthly basis in accordance with the published Meter Reading Schedule. LP&L must make a reasonable effort to complete an Actual Meter Reading. LP&L must obtain an Actual Meter Reading within two Business Days of the date published in the Meter Reading Schedule, except as otherwise provided herein, and will submit the Data from the Meter Reading to the Registration Agent within three Business Days of the Scheduled Meter Reading Date. If an actual Meter Reading is not obtained, LP&L will estimate the Meter Reading for invoicing purposes in accordance with the applicable protocols of an Independent Organization, this chapter, the Rates in Chapter 5 and Applicable Legal Authorities. Unless otherwise provided in this section or in the Rate Schedule, a Meter Reading must not be estimated more than three times consecutively. LP&L will establish validation procedures that prohibit zero usage and extreme value Meter Readings unless good reason exists for the readings. LP&L must ensure that invoices and Meter Reading transactions with zero usage or usage with extreme and unlikely values are not issued to Competitive Retailer or Retail Customer unless LP&L has good reason to believe that the value is correct.

In any month where the Meter Reading fails the validation process, LP&L must perform a second Meter Reading, subject to applicable costs, if any, from Chapter 5.

4.7.B.1 DENIAL OF ACCESS BY RETAIL CUSTOMER

If in any month Retail Customer prohibits LP&L access to read the Meter (due to Premises being locked, presence of a threatening animal, physical threats to LP&L, or other similar reason), LP&L must attempt communication with the customer, either through direct conversation, phone call, or by providing the Retail Customer a door hanger requesting access the following month, and informing the Retail Customer of the consequences for continuing to fail to provide access. If LP&L does not choose the door hanger option or there is no door on which to leave a door hanger, LP&L may leave the door hanger at a point of ingress. If no point of ingress is available, LP&L may choose not to leave the door hanger and must notify Competitive Retailer of the inability to leave the door hanger.

LP&L must inform Competitive Retailer that LP&L was unable to gain access and the reason that LP&L was unable to gain access, providing enough detail that Competitive Retailer can explain to the Retail Customer and inform Competitive Retailer of the number of consecutive months LP&L has been denied access by the Retail Customer. If the Competitive Retailer is notified that a Retail Customer denied LP&L access to read the Meter, Competitive Retailer must contact the Retail

Customer to request access for LP&L the following month and inform the Retail Customer of the consequences for continuing to fail to provide access. Competitive Retailer contact may be either by mail, telephone or door-to-door contact.

After three consecutive months of denial of access by the Retail Customer to LP&L to read the Meter, the Retail Customer has the following options: a) Disconnection of service; b) Relocation of the Meter to make Meter accessible at the Retail Customer's expense or c) If available in LP&L's Service Area, installation of a remotely read Meter, at the Retail Customer's expense and billed directly by LP&L to Competitive Retailer. If Retail Customer does not choose an option, the LP&L will choose the option on behalf of the Retail Customer. [LP&L may continue to perform Estimated Meter Reading for an additional 60 days in order to implement one of the options.

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

LP&L must not perform Estimated Meter Reading for more than three consecutive Scheduled Meter Reading Dates for Retail Customer's Premises when Retail Customer has not denied access. LP&L's failure to complete an Actual Meter Reading for reasons other than the Retail Customer's failure to provide access will not be considered a break in a series of consecutive months of denial of access under Section 4.7.B.1, DENIAL OF ACCESS BY RETAIL CUSTOMER, but will not be considered a month in which the Retail Customer has denied access. Estimated Meter Reading performed by LP&L for the purpose of a mass transition of Retail Customers when Actual Meter Reading is infeasible or Applicable Legal Authorities dictate an Estimated Meter Reading will not be considered a break in a series of consecutive months of Estimated Meter Reading, and will not be considered a month in a series of consecutive Estimated Meter Reading performed by LP&L.

4.7.B.3 METER DATA

LP&L must provide Meter Data, other than Interval Data, consistent with its Meter Reading Schedule. In addition, when available, LP&L must provide Competitive Retailer access to, and provide to Registration Agent, complete Interval Data for the prior calendar day for each Meter in accordance with Applicable Legal Authorities. The inclusion of missing Interval Data does not meet the requirement of complete Interval Data.

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

4.7.C REPORTING MEASUREMENT DATA

LP&L must report measurement data for a Point of Delivery as required by this Chapter, Applicable Legal Authorities, and in accordance with the LP&L's Tariffs.

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

LP&L will test its Meters in accordance with the schedule and standards of the American National Standards Institute, Incorporated ("ANSI"). Upon notice of a request by a Competitive Retailer, LP&L will perform additional tests of the accuracy of LP&L's Meter no later than ten Business Days after the request is received, provided the Meter is a self-contained single phase, kWh Meter and subject to obtaining access and completing any necessary coordination with the Retail Customer or a third party. In the event the Meter is other than a self-contained, single phase kWh Meter, Company will perform the additional tests no later than 30 calendar days after the request is received. The additional tests preferably will be performed on the Retail Customer's Premises, but may, at LP&L's discretion, be performed at LP&L test laboratory. Charges for meter accuracy testing requested by Competitive Retailer will be invoiced to the Competitive Retailer in accordance with the rates contained in Chapter 5. Following the completion of any additional test, LP&L will promptly advise the Competitive Retailer requesting the test of the date of removal of the Meter, the date of the test, the result of the test, and who performed the test.

4.7.E INVOICE ADJUSTMENT DUE TO METER INACCURACY

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

4.8 DATA EXCHANGE

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

4.8.A DATA FROM METER READING

LP&L must make available to Retail Customer's Competitive Retailer all data recorded in Retail Customer's meter(s) that are owned by LP&L.

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

Metering data, except as specified in Section 4.8.A.3, METER READINGS FOR THE PURPOSE OF A SELF-SELECTED SWITCH OR TO VERIFY ACCURACY OF METER READING, will be sent to the Competitive Retailer in complete billing periods.

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

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

Unless provided by the Independent Organization, LP&L must provide access to Retail Customer's historical usage and interval data (if available) to Retail Customer and with the Retail Customer's permission, current and/or prospective Competitive Retailers within three Business Days of the receipt of the request. LP&L must maintain at least 12 months of usage and demand data for each customer with a volumetric or demand meter, , and 12 months interval data for any customer for whom LP&L records interval data. If not provided by the Independent Organization, LP&L may provide access to this data for customers served with a meter that records interval data through a web-portal, or other means such that the data is accessible in real time. LP&L must ensure confidentiality of customer load data through the assignment of unique customer passwords or personal identification numbers (PINs) released only to the metered Retail Customer.

4.8.A.1 DATA RELATED TO INTERVAL METERS

Data from interval meters will be sent as kWh during each interval. The kWh will be reported for each interval. Each recording interval must be labeled according to Applicable Legal Authorities.

4.8.A.2 DATA REPORTED BY VOLUMETRIC (kWh) METERS

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

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

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

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

A Meter Reading to verify the accuracy of an original Meter Reading will be performed and the new reading must be transmitted to Competitive Retailer within five Business Days of LP&L's receipt of the request. If, based upon the Meter re-read, it is determined that the original monthly Meter Reading was in error, the Meter Reading and billing determinants for that billing period must be corrected in accordance with Section 4.4.C.3, INVOICE CORRECTIONS, and no Discretionary Service Charge will be applied by LP&L. If the Meter re-read determines that the original monthly Meter Reading was correct, a charge may be assessed for the re-read in accordance with Chapter 5.

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

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

4.8.A.4 ESTIMATED USAGE

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

Unless an Applicable Legal Authority has prescribed an estimation methodology, LP&L will perform an Estimated Meter Reading consistent with the following: Reasonable efforts must ensure that estimated usage does not equal zero for a known active Meter, or equal or exceed double the usage from the previous month’s Actual Meter Reading unless LP&L has good reason to believe that this value is a reasonable estimate and can provide its reason upon request to Competitive Retailer.

When an Actual Meter Reading is taken after two or more consecutive months of estimation, LP&L will allocate any over or under-estimated usage over the entire estimation period. The allocation will be based on the average daily consumption for the Retail Customer for the period between Actual Meter Readings. LP&L must consistently use reasonable methodologies to develop Estimated Billing Determinants. When LP&L must estimate Interval Data, it will estimate the interval usage based on a methodology that reasonably accounts for the Retail Customer’s consumption and consumption patterns. If requested, LP&L must provide the estimation methodology used.

A meter Reading for a meter that collects interval data will not be considered an Estimated Meter Reading if an Actual Meter Reading was completed and LP&L had to estimate a limited number of intervals of data to fill in gaps in the data collected.

4.8.A.5 METER/BILLING DETERMINANT CHANGES

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

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

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

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

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

4.8.B DATA FOR UNMETERED LOADS

For unmetered service, the following standards apply:

- (1) One usage value will be posted for an account, which may encompass multiple Points of Delivery;
- (2) If a change in an account’s inventory of Points of Delivery is discovered for a past billing period, the entire amount of usage for the account should be reported as an adjustment; and

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

4.8.C ADJUSTMENTS TO PREVIOUSLY TRANSMITTED DATA

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

The following standards apply to such previously transmitted data:

- (1) When corrections are made to previously sent TX SET data, the original TX SET must be first canceled. Replacement TX SET data (labeled as replacement data) must then be transmitted within one Business Day of the cancelled TX SET data;
- (2) When corrections are made to previously sent TX SET data, the complete set of TX SET data pertaining to a Meter and billing cycle will be provided in the replacement transaction. When sending or correcting TX SET data, each billing cycle for the affected Meter will be in a distinct TX SET dataset. Only the TX SET data for the affected billing cycle and Meter will be transmitted;
- (3) In the case of “crossed Meters,” in which Meter numbers have been incorrectly reported for sets of usage data, the original SET will be canceled, and a new TX SET will be transmitted that correctly reports the TX SET data, ESI ID, and other associated TX SET data;
- (4) LP&L will make corrected TX SET data available to the original recipients in a timely manner no matter when the correction is made;
- (5) LP&L must provide a reason for an adjustment to Competitive Retailer when the adjustment is made in the TX SET data;
- (6) All transactions containing corrections to a previously submitted TX SET transaction must be sent in accordance with TX SET standards as set forth in TX SET Implementation Guidelines and Commission rules; and
- (7) For any replacement interval data that become available to LP&L due to corrected or revised actual or estimated intervals, LP&L must timely replace the original Meter Data in the impacted intervals with such replacement data.

4.8.D DATA EXCHANGE PROTOCOLS

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

- (1) A uniform Premises identifier number, ESI ID, will be utilized by LP&L;
- (2) The ESI ID number will be used in all data exchanges specific to related Premises data transactions;
- (3) ESI ID is a unique, permanent, and non-intelligent number, used to facilitate communications in an unbundled electric market. The format will be as determined by the protocols adopted by the Independent Organization; and
- (4) An ESI ID will be assigned by LP&L for each Point of Delivery in accordance with protocols adopted by the Independent Organization.

4.9 DISPUTE RESOLUTION PROCEDURES

For complaints by Competitive Retailers or LP&L regarding Access, the parties may contact each other during normal business hours.

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

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

4.9.A COMPLAINT PROCEDURES

For complaints by Competitive Retailers or LP&L regarding Access, the parties may contact each other during normal business hours.

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

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- (3) The receiving party must investigate the complaint and provide a response as soon as possible but not later than ten Business Days following receipt of the complaint;
- (4) In the event that the designated representatives are unable to resolve the dispute within 30 calendar days, such dispute, by mutual agreement, may be referred to mediation or be submitted to binding arbitration and resolved in accordance with the current Commercial Arbitration Rules of the American Arbitration Association; and
- (5) In the event that binding arbitration is not chosen and resolution is not obtained within 30 calendar days after the initial complaint (or another mutually agreed upon timeline), the Competitive Retailer or LP&L may file a complaint at any time thereafter with the Commission.

4.9.B COMPLAINT WITH REGULATORY AUTHORITY

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

4.9.C SERVICE INQUIRIES OR ACCESS STATUS

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

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

Competitive Retailer seeking information about the above items may contact LP&L as appropriate during normal business hours.

4.10 OUTAGE AND SERVICE REQUEST REPORTING

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

Competitive Retailer will be responsible for informing its Retail Customers how to report interruptions, irregularities, outages, and how to report service requests. Competitive Retailer must meet this obligation by directing Retail Customers to call LP&L directly to make such reports. Competitive Retailer must provide Retail Customers, in accordance with the applicable customer protection rules, with the LP&L supplied toll free telephone number and indicate that Retail Customer should call this number.

Alternatively, and only with the agreement of both LP&L and Competitive Retailer, Competitive Retailer may meet this obligation as follows:

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

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

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

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

If alternative option (2) or (3) is used, Competitive Retailer must make arrangements with LP&L to pre-authorize any service requests for which the LP&L will invoice the Competitive Retailer before such requests are performed. A Competitive Retailer who does not make other arrangements will be deemed to have pre-authorized all service requests from retail customers. LP&L must not act in a discriminatory manner in making such arrangements with Competitive Retailers.

In all events, LP&L must, as soon as reasonably practicable, provide information to Competitive Retailer regarding reported customer interruptions, irregularities, outages and service repair requests.

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

LP&L must notify Competitive Retailers of any change in an LP&L supplied telephone number 60 days in advance of such change.

4.10.B RESPONSE TO REPORTS OF INTERRUPTIONS AND REPAIR REQUESTS

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

5 CHAPTER 5: LP&L GENERAL TERMS AND CONDITIONS AND RATES

5.1 GENERAL

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

5.2 LP&L - SPECIFIC TERMS AND CONDITIONS

5.2.A DEFINITIONS

The following terms, when used in this Delivery Service Tariff, have the following definitions.

ADVANCED METERING SYSTEM (AMS) OPERATIONAL DAY. Monday through Friday 7:00 am – 7:00 pm and 7:00 am to 12:00 pm on Saturdays, excluding holidays as identified in this Delivery Service Tariff.

CONNECTED LOAD. The combined electrical requirement (i.e., the sum of the capacities and/or ratings) of all motors and other electric power consuming devices installed on the Customer's Premises.

CONTRIBUTION IN AID OF CONSTRUCTION (CIAC). Payment by Customer to LP&L for facilities extensions, upgrades, or expansions in excess of allowable expenditures, or for nonstandard service facilities, removals or relocations. The payment shall also include an amount to recover franchise fees, where applicable.

CUSTOMER. The end use Customer for which LP&L provides or will provide electrical delivery service (but does not provide retail energy). Also see Retail Customer as defined in Chapter 1.

CUSTOMER'S INSTALLATION. In general, all wiring, pipes, valves, devices, apparatus, and appliances of any kind or nature on Customer's side of the Point of Delivery, except for Facilities.

DELIVERY CHARGES. City of Lubbock authorized rates and charges for the use of LP&L's Delivery System. Delivery Charges are comprised of Delivery System Charges and Discretionary Charges.

DEMAND INTERVAL. The specified interval of time on which a demand measurement is based. The LP&L demand interval is 15 minutes.

DWELLING UNIT. An individually metered private residence or individually metered apartment containing kitchen and bathroom facilities.

INDIVIDUAL PRIVATE DWELLING. A fixed, permanent residential structure. This term includes a mobile home. This term does not include self-propelled and non-self-propelled recreational vehicles that have no foundation other than wheels, jacks, or skirtings.

METER SOCKET. A receptacle of weatherproof construction used for mounting a socket-type meter.

MULTI-FAMILY DWELLING. A building or buildings containing three or more dwelling units all of which are used primarily for non-transient use, with rent (when applicable) paid at intervals of one week or longer. Multi-Family Dwelling includes residential condominiums, whether rented or owner occupied.

NCP. The Non Coincident Peak kW applicable under the Monthly Rate section shall be the kW supplied during the 15-minute period of maximum demand during the billing month.

NETWORK SERVICE. A unique type of electrical service derived through one or more connections to an electrical bus or grid established by paralleling two or more primary and or secondary network circuits, providing an additional level of reliability due to the redundant nature of the service. Electrical power networks must be designed and configured for that purpose and must be operated and maintained utilizing special methods. LP&L determines where Network Service will be provided at its sole discretion, and Network Service is only available in limited areas.

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

POWER. The rate at which electric energy is provided for doing work. The electrical unit of power is the watt, or kilowatt.

RACEWAY. Tubular or rectangular channel or conduit for containing electrical conductors, which may be exposed, buried beneath the surface of the earth, or encased in a building or structure.

SERVICE DROP. Overhead conductors that extend from LP&L's overhead Delivery System to the Point of Delivery where connection is made to Customer's electrical installation.

SERVICE ENTRANCE CONDUCTORS. Conductors provided by Customer extending from Customer's electrical equipment to the Point of Delivery where connection is made.

SERVICE ENTRANCE ENCLOSURE. A connection enclosure used for the purpose of connecting the Service Lateral to Customer's electrical installation.

SERVICE LATERAL. Conductors, usually underground but sometimes in raceway above ground, that extend from LP&L's Delivery System to the Point of Delivery or from Customer's electrical installation to the Point of Delivery.

STANDARD METER. A Meter that the LP&L has deployed with capabilities including automated or remote Meter Reading, two-way communications, remote disconnection and reconnection capability, and the capability to provide Interval Data.

SUITABLE SPACE. The required amount of cleared space and access, after vegetation and other obstructions have been removed, in order to install, operate, and maintain LP&L facilities.

TEMPORARY DELIVERY SERVICE. Delivery Service provided to Customer for a single, continuous period of time which is less than twelve consecutive months, except that Delivery Service in connection with the delivery of construction power, even though provided for a continuous period of time in excess of twelve months, is also considered to be Temporary Delivery Service.

WATT. The rate at which electric power is provided to do work. One watt is the power represented by current having a component of one ampere in phase with and under a pressure of one volt.

WATT-HOUR. A unit of work or energy equivalent to the power of one watt operating for one hour.

STANDARD VOLTAGES. LP&L provides Delivery Service at LP&L's standard voltages and not all standard voltages are available at every location. If Customer requests a voltage that is non-standard or not available for a specific load or location, such voltage may be provided by LP&L at the expense of the requesting party.

<i>Single Phase</i>	<i>Three Phase</i>
120	120/208
120/240	120/240 (overhead only)
240	240 (overhead only)
240/480	240/480 (overhead only)
	277/480
480	480
	2400/4160
	4160
	7200/12470
	12470
	13200/22860
	22860
	69000
	115000
	345000

Customer should obtain from LP&L the phase and voltage of the service available before committing to the purchase of motors or other equipment.

SECONDARY VOLTAGE. Any one of the LP&L's standard service voltages at which Customer takes Delivery of Electric Power and Energy after two or more LP&L transformations (other than by use of autotransformers) from a transmission voltage.

PRIMARY VOLTAGE. Any one of the LP&L's standard service voltages at which Customer takes Delivery of Electric Power and Energy after one LP&L transformation (other than by use of autotransformers) from a transmission voltage.

TRANSMISSION VOLTAGE. Any one of the LP&L's standard voltages in excess of 60,000 volts at which Customer takes Delivery of Electric Power and Energy.

5.2.B ADDITIONAL DELIVERY SERVICE INFORMATION

Method of Providing Delivery Service

Multi-Family Dwellings

LP&L provides Delivery Service through an individual Meter to each Dwelling Unit or through one Meter at each Point of Delivery for any number of Dwelling Units in the same Multi-Family Dwelling. Where Delivery Service is provided using individual metering for each Dwelling Unit, Property Owner shall provide and identify Meter Sockets in a manner and at locations suitable to LP&L.

Non-Residential Multi-Tenant Buildings

LP&L provides Delivery Service through an individual Meter to each individual tenant space or through one Meter at each Point of Delivery for any number of individual tenant spaces in the same multi-tenant building. Property Owner shall provide a means, acceptable to LP&L, to electrically disconnect each individual tenant space and provide and identify Meter Sockets in a manner and at locations suitable to LP&L.

Mixed Use Facilities

For a location that contains Multi-Family Dwellings and non-residential tenants, LP&L provides Delivery Service to each Multi-Family Dwelling pursuant to paragraph above titled **Multi-Family Dwellings** and provides Delivery Service to non-residential tenants pursuant to paragraph above titled **Non-Residential**

Mobile Homes

LP&L provides Delivery Service through an individual Meter for individual mobile homes. For a mobile home park, Customer shall group and identify Meter Sockets for individual mobile homes in a manner and at locations suitable to LP&L.

Delivery Service Provided Through Facilities Owned by Others

LP&L has the option to provide Delivery Service to a new Customer through Delivery System facilities owned by an existing Customer, with the consent of the existing Customer. In such cases, the metered electrical usage registered on the existing Meter is reduced by an appropriate amount to recognize the metered electrical usage of the new Customer. Under this method of service, the new Customer, the existing Customer and LP&L shall enter into an agreement at the discretion of the Director of Electric Utilities, setting forth the responsibilities of each party.

5.2.C HOURS OF OPERATION

LP&L's normal hours of operation are 8:00 AM – 5:00 PM CPT on Monday – Friday, excluding holidays. LP&L recognizes the following holidays: New Year's Day, Martin Luther King Jr. Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after Thanksgiving, Christmas Eve, and Christmas Day. LP&L's Hours of Operation as identified herein are its Business Days.

LP&L may establish additional holiday observances by posting the additional holiday observance on LP&L's website no later than October 31 of the preceding calendar year. LP&L may expand its normal hours of operation at its discretion. Notwithstanding its designated hours of operation, LP&L shall ensure that personnel and other resources are available to process and complete service orders in compliance with Applicable Legal Authorities. LP&L shall also ensure that personnel and other resources are reasonably available to respond to emergencies at all times.

5.3 RATE SCHEDULES

5.3.A APPLICABILITY

This Delivery Service Tariff applies to Customers within LP&L's certificated service area who have entered the competitive retail market and procure electricity through a Competitive Retailer.

5.3.B DUAL BILLING

LP&L will bill Customers through applicable Competitive Retailers. LP&L will not bill Customers directly for Electric Power and Energy.

5.3.C TERMS OF SERVICE

5.3.C.1 Customer's Installation.

Customer assumes all responsibility on Customer's side of the Point of Delivery and at the Point of Delivery, including without limitation, at its own expense, for installing and maintaining such protective devices as are recommended or required by the then current edition of the National Electrical Code or as may be necessary to protect Customer's Installation, equipment or operations during abnormal, irregular, or interrupted Service conditions or the failure of all or a part of Service provided by LP&L. Such protective devices include, but are not limited to, equipment necessary to limit voltage fluctuations, transients, or harmonics such that neither LP&L nor LP&L's other Customers are adversely affected. All wiring and other electrical equipment furnished by the Customer, including Customer's Installation, will be installed, operated, and maintained by the

Customer at all times in conformity with good electrical practice, applicable law and regulation, and with the requirements of the constituted authorities and this Delivery Service Tariff. LP&L is not obligated to serve any equipment or any premises that has a detrimental effect on LP&L Facilities, the equipment or the equipment of Customers, or other Customers' Installations. Customer will use reasonable care not to damage metering equipment and related appurtenances. Further, Customer cannot alter billing or settlement data from the metering equipment and/or related appurtenances.

Adjustments and Complaints: Any adjustments claimed by a Customer related to (i) the application of inaccurate rates or fees; (ii) inaccurate meter readings, (iii) meters or charges not corresponding to the Customer's Premises; or (iv) charges otherwise in excess of correct charges, must be presented by Customer to LP&L, via the complaint process outlined below, or by Competitive Retailer to LP&L, via approved market processes, within six (6) months of the claimed Rate, fee or meter inaccuracy to be duly considered by LP&L. The requirement of timely presentation, as set forth above, shall not apply in instances wherein a Customer is billed for Service that is not received by Customer due to mistake of LP&L or where charges are found to be higher than authorized by this Tariff. Pursuant to section 4.4.C.3, LP&L may not issue an invoice for under-billings for adjustments more than 150 days after the date the original invoice was issued or should have been issued. For instances of overbilling, the Customer's bill shall be corrected for the entire period of the overbilling.

COMPLAINTS Retail Customer may submit written complaints about adjustments or Delivery Service to Lubbock Power and Light and may call Lubbock Power and Light to lodge complaints orally. Written complaints may be submitted to Lubbock Power and Light, Chief Customer Officer, P O Box 10541, Lubbock TX 79408 and oral complaints may be placed by calling 806-775-2509. Complaints regarding Energy Service will be directed to the Retail Customer's Retailer. Lubbock Power and Light will work with Retailers as needed to help resolve Customer Complaints in a timely manner.

Nothing contained in this Delivery Service Tariff shall be construed to require a person or entity located within the Service Territory to accept Service from LP&L.

5.3.C.2 Continuous Service

LP&L SHALL USE REASONABLE DILIGENCE TO PROVIDE CONTINUOUS SERVICE BUT LP&L DOES NOT GUARANTEE AGAINST IRREGULARITIES, INTERRUPTIONS, OR FLUCTUATING WAVE FORM OR FREQUENCY, IT BEING UNDERSTOOD THAT OCCASIONAL IRREGULARITIES, INTERRUPTIONS, AND FLUCTUATIONS MAY OCCUR. LP&L SHALL NOT BE LIABLE FOR DAMAGES OR INJURY, INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL OR ECONOMIC LOSS DAMAGES, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF PRODUCTION CAPACITY, OR DIRECT OR INDIRECT DAMAGES OF ANY KIND FOR INJURIES TO PERSONS OR PROPERTY, OCCASIONED BY INTERRUPTION, FAILURE TO COMMENCE DELIVERY VOLTAGE, WAVE FORM OR FREQUENCY FLUCTUATIONS CAUSED BY AN ACT OF GOD OR THE PUBLIC ENEMY, A BREAKDOWN OF PLANTS, LINES OR EQUIPMENT, ACCIDENTS, FIRE, EXPLOSIONS, STRIKES, RIOTS, WAR, PANDEMICS, DELAY IN RECEIVING SHIPMENTS OR REQUIRED MATERIALS, ORDER OF ANY COURT OR JUDGE GRANTED IN BONA FIDE ADVERSE LEGAL PROCEEDINGS OR ACTION OR ANY ORDER BY ANY COMMISSION OR TRIBUNAL HAVING JURISDICTION; OR, WITHOUT LIMITATION BY THE PRECEDING ENUMERATION, ANY OTHER ACT OR THING DUE TO CAUSES BEYOND LP&L'S CONTROL, OR DUE TO THE NEGLIGENCE OF LP&L, ITS EMPLOYEES, OR CONTRACTORS, EXCEPT TO THE EXTENT THAT THE DAMAGES ARE OCCASIONED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LP&L.

5.3.C.3 Intentional Interruption of Service

Notwithstanding anything provided herein, LP&L may, without notice and without liability to the Customer, interrupt Service to the Customer when, in LP&L's sole judgment, the interruption of Service:

- a. will prevent or alleviate an emergency threatening to disrupt the operation of LP&L's system, Facilities, or the applicable electrical grid;
- b. will lessen or remove possible danger to life or property;
- c. will aid in the restoration of Service;
- d. is required to make necessary repairs to or changes in the Facilities; or
- e. in the event of a national or local disaster, to protect public safety, or if required by any governmental or regulatory body with jurisdiction over LP&L, or if required by the applicable regional transmission operator, including the Electric Reliability Council of Texas ("ERCOT").

LP&L may, in the event of a national emergency or local disaster resulting in disruption of normal Service, in the public interest, interrupt Service to the Customer to provide necessary Service to civil defense or other emergency service agencies on a temporary basis until normal Service to the agencies can be restored.

5.3.C.4 Disclaimer of Warranties.

LP&L AND THE CITY OF LUBBOCK MAKE NO WARRANTIES WHATSOEVER WITH REGARD TO THE PROVISION OF ANY SERVICE AND DISCLAIM ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF SERVICE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

5.3.D TERMS OF PAYMENT

For Billing and Remittance to Competitive Retailers for Delivery Charges, refer to Section 4.4.D of this document.

5.3.E TERMS AND CONDITIONS

Service supplied under this Tariff is subject to the terms and conditions set forth in this Delivery Service Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock. Customers and Competitive Retailers are further subject to LP&L's Customer Protection Rules, as approved by the Electric Utility Board of the City of Lubbock.

5.3.F TERRITORY

LP&L Service Territory, as provided in Chapter 2 of the Tariff for Competitive Retail Access

5.3.G EFFECTIVE DATE

For all Meters read by LP&L on or after October 1, 2023, and for which this Delivery Service Tariff is applicable, as provided herein.

5.3.H RESIDENTIAL DELIVERY SYSTEM SERVICE

APPLICABLE

This schedule is applicable to Delivery Service for residential purposes (which may include a small amount of non-residential usage incidental to residential usage) of a permanent nature to Individual Private Dwellings (including their appurtenant structures) and to individually metered apartments when such Delivery Service is to one Point of Delivery and measured through one Meter and is not for shared or resale purposes. Residential Service is limited to one Individual Private Dwelling per platted parcel of land or postal delivery address.

If a premise is primarily used for non-residential purposes, Delivery Service will be provided under the LP&L’s appropriate Secondary Service or Primary Service rate schedule.

This schedule is not available for non-residential service, including but not limited to water wells, electric gates, barns, garages, boat docks, or recreational vehicle parks, or for structures on the platted parcel of land requiring a separate Meter.

RATE

Delivery System Availability Charge:	N/A	
Delivery System Charge:	\$0.05780	per kWh
Transition Charge:	\$0.00662	per kWh

CHARACTER OF SERVICE

AC. 60 hertz. Single-phase 120/240 volts. Three-phase 240 volts where available on secondary.

5.3.I SECONDARY SERVICE LESS THAN OR EQUAL TO 10 kW DELIVERY SYSTEM SERVICE

APPLICABLE

This schedule is available to Customers requesting Delivery Service for non-Residential Purposes at Secondary Distribution Voltage levels with a peak demand less than or equal to 10 kW when such Delivery Service is to one Point of Delivery and measured through one Meter and is not for shared or resale purposes.

LP&L will evaluate Customers' demand once per year in October. If a Customer's demand exceeds 10kW at any time during that year, the Premises will be assigned to the Secondary Service Greater than 10kW until the next evaluation.

RATE

Delivery System Charge:	\$0.05525	per kWh
Transition Charge:	\$0.00662	per kWh

CHARACTER OF SERVICE

AC. 60 hertz. Single-phase 120/240 volts. Three-phase 240 volts where available on secondary.
SECONDARY SERVICE GREATER THAN 10 kW
DELIVERY SYSTEM SERVICE

5.3.J SECONDARY SERVICE GREATER THAN 10 kW DELIVERY SYSTEM SERVICE

APPLICABLE

This schedule is available to Customers requesting Delivery Service for non-Residential Purposes at Secondary Distribution Voltage levels with a peak demand greater than 10 kW (with or without Distributed Generation) when such Delivery Service is to one Point of Delivery and measured through one Meter; except that, at LP&L's option, locations where the Customer's Electrical Installation or Premises has multiple connections to LP&L's Delivery System, due to LP&L facility limitations or design criteria, may be considered one Point of Delivery for billing purposes.

RATE

Delivery System Charge:	\$0.01012	Per meter, per month
Delivery System Demand Charge:	\$11.61	per kWh
Transition Charge:	\$0.00662	per kWh
Demand charges for off-cycle Switches will be adjusted as necessary.		

DEMAND

LP&L will furnish at its expense the necessary metering equipment to measure Customer's kW demand for the greatest use during the month

POWER FACTOR

Applicable to Customers on this Rate Schedule with a peak demand of 200 kW or greater. At all times, Customer's Installation will maintain, at the Point of Delivery, a power factor of not less than 85% lagging. Where Customer fails to maintain a power factor of at least 85% lagging at the Point of Delivery, Customer shall install suitable capacitors or other equipment necessary to raise the overall power factor at the point of delivery to a satisfactory value. Where such power factor correction equipment is used, Customer shall install a relay, switch or other regulating equipment for purposes of disconnecting or controlling the power factor correction equipment in order to prevent excessive voltage conditions on LP&L's system.

If a Customer continually fails to maintain, at the Point of Delivery, a power factor of at least 85%, LP&L may install the necessary equipment to maintain a minimum power factor of 85% and bill for the equipment and installation.

CHARACTER OF SERVICE

AC. 60 hertz. Single-phase or three-phase, at one available standard voltage.

5.3.K PRIMARY DELIVERY SYSTEM SERVICE

APPLICABLE

This schedule is available to Customers requesting Delivery Service for non-Residential Purposes at Primary Distribution Voltage levels when such Delivery Service is to one Point of Delivery and measured through one Meter, where Customer's Installation has adequate capacity and suitable voltage is available adjacent to the Premises.

RATE

Delivery System Charge:	\$0.00850	Per meter, per month
Delivery System Demand Charge:	\$9.52	per kWh
Transition Charge:	\$0.00662	per kWh
Demand charges for off-cycle Switches will be adjusted as necessary.		

DEMAND

LP&L will furnish, at its expense, the necessary metering equipment to measure the Customer's kW demand for the greatest use during the month.

POWER FACTOR

Applicable to Customers on this Rate Schedule with a peak demand of 200 kW or greater. At all times, Customer's Installation will maintain, at the Point of Delivery, a power factor of not less than 85% lagging. Where Customer fails to maintain a power factor of at least 85% lagging at the Point of Delivery, Customer shall install suitable capacitors or other equipment necessary to raise the overall power factor at the point of delivery to a satisfactory value. Where such power factor correction equipment is used, Customer shall install a relay, switch or other regulating equipment for purposes of disconnecting or controlling the power factor correction equipment in order to prevent excessive voltage conditions on LP&L's system.

If a Customer continually fails to maintain, at the Point of Delivery, a power factor of at least 85%, LP&L may install the necessary equipment to maintain a minimum power factor of 85% and bill the Customer for the equipment and installation.

CHARACTER OF SERVICE

AC. 60 hertz. Single-phase or three-phase at LP&L's available primary voltage.

5.3.L PRIMARY SUBSTATION DELIVERY SERVICE

APPLICABLE

This schedule is available to Customers requesting Primary Substation Delivery Service for non-Residential Purposes at Primary Distribution Voltage levels when such Delivery Service is to one Point of Delivery and measured through one Meter, where Customer's Installation has adequate capacity and suitable voltage is available adjacent to the Premises.

RATE

Delivery System Charge:	\$0.00560	Per meter, per month
Delivery System Demand Charge:	\$7.77	per kWh
Transition Charge:	\$0.00662	per kWh
Demand charges for off-cycle Switches will be adjusted as necessary.		

DEMAND

LP&L will furnish at its expense the necessary metering equipment to measure the Customer's kW demand of greatest use during the month.

LOSS ADJUSTMENT

When metering is installed on the secondary (Customer's) side of any voltage transformation made at less than available primary voltage at the Point of Service, the Meter readings for billing purposes may be increased to include all transformation losses

POWER FACTOR

Applicable to Customers on this Rate Schedule with a peak demand of 200 kW or greater. At all times, Customer's Installation will maintain, at the Point of Delivery, a power factor of not less than 85% lagging. Where Customer fails to maintain a power factor of at least 85% lagging at the Point of Delivery, Customer shall install suitable capacitors or other equipment necessary to raise the overall power factor at the point of delivery to a satisfactory value. Where such power factor correction equipment is used, Customer shall install a relay, switch or other regulating equipment for purposes of disconnecting or controlling the power factor correction equipment in order to prevent excessive voltage conditions on LP&L's system.

If a Customer continually fails to maintain, at the Point of Delivery, a power factor of at least 85%, LP&L may install the necessary equipment to maintain a minimum power factor of 85% and bill the Customer for the equipment and installation.

CHARACTER OF SERVICE

AC. 60 hertz. Single-phase or three-phase at LP&L's available primary voltage.

5.3.M TRANSMISSION DELIVERY SYSTEM SERVICE

APPLICABLE

This schedule is available to Customers requesting Delivery Service for non-Residential Purposes at Transmission Voltage of 69kV or above for commercial purposes when all Service is supplied at one Point of Delivery and measured through one Meter, where Customer's Installation has adequate capacity and suitable voltage is available adjacent to the Premises.

RATE

Delivery System Charge:	\$0.00534	per kWh
Delivery System Demand Charge:	\$6.26	per kWh
Transition Charge:	\$0.00662	per kWh
Demand charges for off-cycle Switches will be adjusted as necessary.		

DEMAND

LP&L will furnish at its expense the necessary metering equipment to measure the Customer's kW demand of greatest use during the month.

LOSS ADJUSTMENT

When metering is installed at any voltage less than the transmission voltage available at the Point of Service, the Meter readings for billing purposes may be increased to include losses.

POWER FACTOR

Applicable to Customers on this Rate Schedule with a peak demand of 200 kW or greater. At all times, Customer's Installation will maintain, at the Point of Delivery, a power factor of not less than 85% lagging. Where Customer fails to maintain a power factor of at least 85% lagging at the Point of Delivery, Customer shall install suitable capacitors or other equipment necessary to raise the overall power factor at the point of delivery to a satisfactory value. Where such power factor correction equipment is used, Customer shall install a relay, switch or other regulating equipment for purposes of disconnecting or controlling the power factor correction equipment in order to prevent excessive voltage conditions on LP&L's system.

If a Customer continually fails to maintain, at the Point of Delivery, a power factor of at least 85%, LP&L may install the necessary equipment to maintain a minimum power factor of 85% and bill the Customer for the equipment and installation.

CHARACTER OF SERVICE

AC. 60 hertz. Three-phase at LP&L's available transmission voltage of approximately 69 kV or above.

5.3.N STREET LIGHTING DELIVERY SERVICE**APPLICABLE**

To municipal and State of Texas facilities for street lighting service where facilities of adequate capacity and suitable voltage are adjacent to the Point of Service.

RATE

Delivery System Charge:	\$0.26824	per kWh
Transition Charge:	\$0.00662	per kWh
Formula: Bulb Watts÷1000 x bulb quantity x 11.8 hours per night x days of service = TOTAL KWH x Rate		

PRORATING

LP&L may prorate monthly fees according to policies and procedures adopted by the Director of Electric Utilities.

CHARACTER OF SERVICE

AC. 60 hertz. Single-phase at available standard voltage at the Point of Delivery.

CONDITIONS OF SERVICE

LP&L will operate and maintain the street lighting system.

Light	Wattage		
Fluorescent	100W-F		
Light Emitting Diode	030W-LED 040W-LED 045W-LED 048W-LED 050W-LED 053W-LED 057W-LED 065W-LED 070W-LED 100W-LED	110W-LED 120W-LED 140W-LED 147W-LED 150W-LED 154W-LED 160W-LED 174W-LED 175W-LED 177W-LED	185W-LED 210W-LED 219W-LED 230W-LED 240W-LED 250W-LED 274W-LED 278W-LED 400W-LED
Metal Halide	150W-MH 400W-MH		
Mercury Vapor	400W-MV		
Sodium	50W-LPS		

5.3.O DISCRETIONARY SERVICE CHARGES

This section of this Tariff lists the Discretionary Service Charges for all Premises with any Meter.

Competitive Retailer shall submit an order on behalf of Customer to perform the Discretionary Service, unless this Tariff permits Customer to directly request LP&L to perform the Discretionary Service or allows LP&L to initiate performance of the Discretionary Service. Competitive Retailer shall include the appropriate TX SET transaction in an order submitted to LP&L requesting performance of the Discretionary Service.

LP&L shall complete performance of the Discretionary Service according to the applicable timeline in this Section. If LP&L is unable to complete performance of the Discretionary Service in compliance with the applicable timeline for any reason, including, but not limited to, an inability to successfully communicate with the Meter, it shall complete performance of the service in a timely manner. The term “timely” requires LP&L to complete performance of the service on the same day specified in the applicable timeline if weather, time of day, location of Premises, and other relevant factors permit. Otherwise, LP&L shall prioritize the completion of the service on the next AMS Operational Day.

LP&L shall bill the appropriate Discretionary Service Charge to Competitive Retailer upon completion of the service, unless LP&L initiates performance of the Discretionary Service and bills the Customer directly. LP&L shall not apply any additional charges for its performance of the Discretionary Service, such as processing fees and copying fees. Charges designated “As Calculated” in this Section apply to Discretionary Services for which the costs of performing such services vary, depending upon the circumstances of the service order and the requirements necessary to complete service performance. LP&L shall use the appropriate TX SET transaction for the Discretionary Service in an invoice submitted to Competitive Retailer.

5.3.P UNIFORM DISCRETIONARY SERVICE CHARGES

Charge No.	Name and Description	Amount
Connection Charges		
(1)	<p>Move-In (Existing Service)</p> <p>This service initiates Delivery to Customer's Point of Delivery. It is available only at Premises with an existing Standard Meter. It is not available if inspections, permits, or construction is required and not completed.</p> <p>LP&L shall complete performance of the service on the requested date, provided: (1) LP&L receives the order by 7:00 PM CPT on the requested date; and (2) the requested date is an AMS Operational Day.</p> <p>LP&L may treat an order received after 7:00 PM CPT on an AMS Operational Day, or on a day that is not an AMS Operational Day, as received by 7:00 PM CPT on the next AMS Operational Day.</p> <p>If the requested date is not an AMS Operational Day, LP&L shall complete performance of the service by the first AMS Operational Day following the requested date.</p>	
	Standard (All Meters)	\$0.00
	Priority (Standard Meters)	\$0.00
	Priority (Non-standard Meters)	\$75.00
(2)	<p>Move-In (New Service)</p> <p>This service initiates Delivery to Customer's Point of Delivery upon the installation of a new Standard Meter or a new or existing Non-Standard Meter at the Premises. It is not available if inspections, permits, or construction (other than installation of the Meter) is required and not completed.</p> <p>LP&L shall complete performance of the service on the requested date, provided: (1) the requested date is a Business Day; (2) LP&L receives the order by 5:00 PM CPT on a Business Day; and (3) the order is received at least two Business Days prior to the requested date.</p> <p>LP&L may treat an order received after 5:00 PM CPT on a Business Day, or on a day that is not a Business Day, as received by 5:00 PM CPT on the next Business Day.</p> <p>If the order is received by the LP&L less than two Business Days prior to the requested date, LP&L 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, LP&L shall complete performance of the service by the first Business Day following the requested date.</p>	
	Standard (All Meters)	\$0.00
	Priority (Standard Meters)	\$0.00
	Priority (Non-standard Meters)	\$75.00

Charge No.	Name and Description	Amount
Disconnection Charges (All Meter Types)		
(3)	<p>Move-Out</p> <p>This service discontinues Delivery to Customer's Point of Delivery.</p> <p>LP&L shall complete performance of the service on the requested date, provided: (1) LP&L receives the order by 7:00 PM CPT on the requested date; and (2) the requested date is an AMS Operational Day.</p> <p>LP&L may treat an order received after 7:00 PM CPT on an AMS Operational Day, or on a day that is not an AMS Operational Day, as received by 7:00 PM CPT on the next AMS Operational Day.</p> <p>If the requested date is not an AMS Operational Day, LP&L shall complete performance of the service by the first AMS Operational Day following the requested date.</p>	<p>\$0.00</p> <p>Charge included in the Move-In charge.</p>
(4)	<p><u>Clearance Request</u></p> <p>This service de-energizes/re-energizes LP&L electrical facilities on Customer's Premises before/after Customer or Customer's contractor engages in activity near LP&L's electrical facilities, or on or near Customer's electrical facilities.</p> <p>Customer may directly submit an order to LP&L to obtain this clearance as authorized pursuant to Section 4.10, OUTAGE AND SERVICE REQUEST REPORTING.</p> <p>LP&L shall complete performance of the service on the requested clearance date, provided: (1) LP&L receives the order by 5:00 PM CPT on a Business Day; and (2) the order is received at least three Business Days prior to the requested clearance date.</p> <p>LP&L may treat an order received after 5:00 PM CPT on a Business Day, or on a day that is not a Business Day, as received by 5:00 PM CPT on the next Business Day.</p> <p>LP&L shall accommodate an order requesting clearance based on a mutual agreement with the requesting party (Residential or Non-Residential) to perform the service at charges calculated by LP&L if: (1) the requested clearance date is not a Business Day; (2) the LP&L receives the order less than three Business Days prior to the requested clearance date; or (3) the activities necessary for clearance cannot be safely performed on the requested clearance date.</p> <p>Three Business Days' Notice</p> <p>Less Than Three Business Days' Notice</p>	<p>\$0.00</p> <p>\$150.00</p>

Charge No.	Name and Description	Amount
Disconnection/Reconnection for Non-Payment Charges (Standard Meter)		
(5)	<p><u>Disconnection for Non-Payment (DNP)</u> This service discontinues Delivery to Customer's Point of Delivery due to Customer's non-payment of charges billed by Competitive Retailer or LP&L. LP&L may also discontinue Delivery to Customer's Point of Delivery due to Customer's failure to fulfill obligations to LP&L pursuant to a contract, this Tariff, or other Applicable Legal Authorities.</p> <p>Unless a dangerous condition exists or the customer requests disconnection, LP&L shall not discontinue Delivery to Customer's Point of Delivery due to non-payment: (1) before the requested date; (2) on a holiday or weekend, or the day immediately preceding a holiday or weekend, unless LP&L personnel are available to reconnect service on those days; or (3) if provisions in other Applicable Legal Authorities prohibit such disconnection. LP&L also shall not discontinue Delivery to a Customer's Point of Delivery between the hours of 5:00 PM and 7:00 AM CPT due to non-payment, unless a coordinated disconnection allowing the disconnection of service between these hours is arranged. When appropriate, the coordinated disconnection of service may occur between 5:00 PM and 7:00 AM CPT.</p> <p>LP&L shall not charge Competitive Retailer for performance of the service if LP&L initiates disconnection for non-payment.</p> <p><u>Disconnection at Meter</u> Subject to the restrictions in this Tariff, Competitive Retailer may submit an order requesting LP&L to disconnect service to a Customer's Point of Delivery due to non-payment on either: (1) the date the order is received; or (2) a specified future date.</p> <p>LP&L shall complete performance of a same-day service order within two hours of LP&L's receipt of the order, provided LP&L receives the order by 3:00 PM CPT on a Business Day. If LP&L receives an order for same-day service after 3:00 PM CPT on a Business Day, or on a day that is not a Business Day, it shall complete performance of the service by 9:00 AM CPT on the next Business Day.</p> <p>LP&L shall complete performance of a future-dated service disconnection order by 9:00 AM CPT on the requested date, provided: (1) LP&L receives the order by 11:59:59 PM CPT on the day preceding the requested date; and (2) the requested date is a Business Day. If LP&L receives an order for future-dated service in which the requested date is not a Business Day, LP&L shall complete performance of the service by 9:00 AM CPT on the first Business Day following the requested date.</p>	\$30.00

Charge No.	Name and Description	Amount
(5) (cont'd)	<p>Disconnection at Premium Location (e.g., pole, weatherhead, secondary box) LP&L shall complete performance of the order within three Business Days of the requested date, provided: (1) the requested date is a Business Day; (2) LP&L receives the order by 5:00 PM CPT on a Business Day; and (3) the order is received at least two Business Days before the requested date.</p> <p>If the requested date is not a Business Day, LP&L shall treat the next Business Day as the requested date.</p> <p>LP&L may treat an order received after 5:00 PM CPT on a Business Day, or on a day that is not a Business Day, as received by 5:00 PM CPT on the next Business Day. If the order is received by LP&L less than two Business Days prior to the requested date, LP&L shall complete performance of the service within four Business Days after the date the order is received.</p>	\$30.00
(6)	<p><u>Reconnection After Disconnection for Non-Payment of Charges (DNP)</u> This service restarts Delivery to Customer's Point of Delivery after discontinuance due to Customer's non-payment of charges billed by Competitive Retailer or LP&L.</p> <p>For Premises where Competitive Retailer provides prepaid service to Customer, LP&L shall complete performance of the service within two hours of LP&L's receipt of order.</p> <p>LP&L shall not charge Competitive Retailer for performance of the service if LP&L restarts Delivery after LP&L-initiated disconnection for non-payment.</p> <p><u>Reconnection at Meter</u></p> <p>LP&L shall complete performance of the service within two hours of LP&L's receipt of order.</p> <p>Reconnection at Premium Location (e.g., pole, weatherhead, secondary box, etc.)</p> <p>LP&L shall complete performance of standard reconnection service on the date LP&L receives the order, provided LP&L receives the order by 2:00 PM CPT on a Business Day.</p> <p>If the order is received after 2:00 PM CPT on a Business Day, LP&L shall complete performance of the standard service on the same date if possible, but no later than the close of LP&L's next Field Operational Day.</p> <p>LP&L shall treat an order for standard reconnection service received after 7:00 PM CPT, or on a day that is not a Business Day, as received at 8:00 AM CPT on the next Business Day.</p> <p>LP&L shall complete performance of same-day reconnection service on date LP&L receives the order, provided LP&L receives the order by 5:00 PM CPT on a Business Day. If the order is received by LP&L after 5:00 PM CPT on a Business Day, or on a day that is not a Business Day, LP&L shall complete performance of the service no later than the close of LP&L's next Field Operational Day.</p>	

Charge No.	Name and Description	Amount
(6) (cont'd)	<p>Absent exigent circumstances, including but not limited to damage to Customer's Installation, LP&L shall use all reasonable efforts to reconnect service within 48 hours after receipt of an order for reconnection service. However, if this requirement results in the reconnection being performed on a day that is not a Business Day, the appropriate Weekend or Holiday charge shall apply.</p> <ul style="list-style-type: none"> i. Standard Reconnect ii. Same Day Reconnect iii. Weekend iv. Holiday 	<p>\$30.00</p> <p>\$69.70</p> <p>\$86.45</p> <p>\$111.25</p>
Meter Testing Charge (All Meters)		
(7)	<p>This charge is for service to test Customer's Meter in accordance with Section 4.7.D, METER TESTING. Customer may directly submit an order to LP&L to perform this service as authorized pursuant to Section 4.10, OUTAGE AND SERVICE REQUEST AND REPORTING.</p> <p>LP&L-Owned Meter</p> <ul style="list-style-type: none"> a. First Meter test in last four years b. Meter found outside relevant accuracy standards c. All other 	<p>\$0.00</p> <p>\$0.00</p> <p>\$50.00</p>
(8)	<p>Meter Reading for the Purpose of a Standard Switch</p> <p>This service reads Customer's Meter for the purpose of switching Customer's Premise to a different Competitive Retailer when Retail Customer has not requested a self-selected switch. The service is performed in accordance with Section 4.3.D, CHANGING OF DESIGNATED COMPETITIVE RETAILER.</p> <p>LP&L shall complete performance of the service using an Actual Meter Reading to allow completion of the switch on the First Available Switch Date (FASD) received from the Registration Agent, provided: (1) LP&L receives the order by 7:00 PM CPT on an AMS Operational Day; and (2) the FASD is an AMS Operational Day. The FASD is day zero unless otherwise specified by the Registration Agent.</p> <p>LP&L may treat an order received after 7:00 PM CPT on an AMS Operational Day, or on a day that is not an AMS Operational Day, as received on the next AMS Operational Day.</p> <p>LP&L may use an Estimated Meter Reading to complete performance of the service if conditions preclude execution of an Actual Meter Reading.</p>	\$0.00

Charge No.	Name and Description	Amount
(9)	<p>Meter Reading for the Purpose of a Self-Selected Switch</p> <p>This service reads Customer's Meter on a date other than the Scheduled Meter Reading Date for the purpose of switching Retail Customer's Premise to a different Competitive Retailer on a date certain.</p> <p>The service is performed in accordance with Section 4.3.D, CHANGING OF DESIGNATED COMPETITIVE RETAILER. A charge applies only when LP&L uses an Actual Meter Reading to perform the service.</p> <p>LP&L shall complete performance of the service on the requested date provided: (1) LP&L receives the order by 7:00 PM CPT on the requested date; and (2) the requested date is an AMS Operational Day.</p> <p>LP&L may treat an order received after 7:00 PM CPT on an AMS Operational Day, or on a day that is not an AMS Operational Day, as received on the next AMS Operational Day.</p> <p>If the requested date is not an AMS Operational Day, LP&L shall complete performance of the service by the first AMS Operational Day following the requested date.</p> <p>LP&L may use an Estimated Meter Reading to complete performance of the service if conditions preclude execution of an Actual Meter Reading.</p>	\$0.00
(10)	<p>Meter Reading for the Purpose of a Mass Transition</p> <p>This service provides a Meter Reading for each affected Customer for the purpose of a mass transition of the Customers to the applicable Provider(s) of Last Resort (POLR) or Voluntary Retail Electric Providers (who have volunteered to provide POLR service) (as applicable). LP&L shall charge the exiting Competitive Retailer for performance of the service.</p>	\$0.00
Non-Standard Meter Installation Charge		
(11)	<p>Non-Standard Metering Service One-Time Fee</p> <p>Applicable to a Customer receiving Standard Metering Service who chooses to begin receiving Non-Standard Metering Service.</p>	\$0.00
Service Call Charge (All Meter Types)		
(12)	<p>This charge is for service that dispatches LP&L personnel to Customer's Premises to investigate an outage or other service-related problem. Customer may directly submit an order to LP&L to perform this service as authorized pursuant to Section 4.10, OUTAGE AND SERVICE REQUEST REPORTING.</p> <p>A charge for performance of this service applies only if LP&L completes its investigation and determines the outage or other service-related problem is not caused by LP&L's equipment.</p>	

Charge No.	Name and Description	Amount
	Business Day (8:00 AM - 5:00 PM, Monday – Friday, CPT)	\$50.00
	Business Day (Other Hours)	\$75.00
	Weekend	\$75.00
	Holiday	\$75.00
Tampering and Related Charges (All Meter Types)		
(13)	Tampering (minimum charge) This service investigates and corrects the unauthorized use of Delivery System or other Tampering with LP&L's Meter or Metering Equipment, or the theft of electric service by any person at the Customer's Premises. Tampering charges may include, but are not limited to, Delivery Charges, the cost of testing the Meter, the cost of replacing and repairing a Meter and associated equipment (including the Meter seal), the cost of installing protective facilities or relocating the Meter, and all other costs associated with the investigation and correction of the unauthorized use.	\$200.00 Additional Costs As Calculated
(14)	Broken Outer Meter Seal This service replaces a broken outer Meter seal.	\$0.00
Denial of Access Charges (All Meters)		
(15)	Inaccessible Meter This charge applies when LP&L personnel are unable to gain access to the Meter of a Critical Load Public Safety Customer or Critical Load Industrial Customer as a result of continued denial of access to the Meter.	\$0.00
(16)	Denial of Access to LP&L's Delivery System This charge applies when Customer fails to provide access to Customer's Premises and includes all costs incurred by LP&L to obtain such access.	As Calculated
Non-Standard Metering Service Recurring Fee		
(17)	Non-Standard Metering Service Recurring Monthly Fee Applicable to a Customer receiving Non-Standard Metering Service.	\$24.56

Charge No.	Name and Description	Amount
Miscellaneous Charges		
(18)	<p>Miscellaneous Charges</p> <p>This charge may be made for miscellaneous and non-routine services performed at the request of Customer but not covered specifically by any Rate or fee. The charges will be the reasonable costs incurred for performing such services including but not limited to labor, materials, transportation, miscellaneous expenses and all applicable overheads for the Service provided. This also includes the reasonable costs incurred for performing the necessary removal of any obstruction interfering with the provision of service to the Customer.</p>	As Calculated
Temporary Service		
(19)	<p>Temporary Service</p> <p>Applicable to a request to energize a Customer's temporary service connection to the Delivery System during normal business hours. Such requests must be received by LP&L at least two Business Days prior to the Competitive Retailer's requested date and shall be completed no later than the requested date.</p>	\$240.60
Disconnection / Reconnection for Non-Payment of Charges (Non-Standard Meter)		
(20)	<p>Disconnection for Non-Payment (DNP)</p> <p>This service discontinues Delivery to Customer's Point of Delivery due to Customer's non-payment of charges billed by Competitive Retailer or LP&L. LP&L may also discontinue Delivery to Customer's Point of Delivery due to Customer's failure to fulfill obligations to LP&L pursuant to a contract, this Tariff, or other Applicable Legal Authorities.</p> <p>Unless a dangerous condition exists, or the Customer requests disconnection, LP&L shall not discontinue Delivery to a Customer's Point of Delivery due to non-payment: (1) before the requested date; (2) on a holiday or weekend, or the day immediately preceding a holiday or weekend, unless LP&L personnel are available to reconnect service on those days; or (3) if provisions in other Applicable Legal Authorities prohibit such disconnection. LP&L also shall not discontinue Delivery to Customer's Point of Delivery between the hours of 5:00 PM CPT and 7:00 AM CPT due to non-payment, unless a coordinated disconnection allowing the disconnection of service between these hours is arranged. When appropriate, the coordinated disconnection of service may occur between 5:00 PM and 7:00 AM CPT.</p> <p>LP&L shall complete performance of the service within three Business Days of the requested date, provided: (1) the requested date is a Business Day, (2) LP&L receives the order by 5:00 PM CPT on a Business Day, and (3) the order is received at least two Business Days prior to the requested date.</p> <p>If the requested date is not a Business Day, LP&L shall treat the next Business Day as the requested date. LP&L may treat an order received after 5:00 PM CPT on a Business Day, or on a day that is not a Business Day, as received by 5:00 PM CPT on the next Business Day.</p>	

Charge No.	Name and Description	Amount
	<p>If the order is received by LP&L less than two Business Days prior to the requested date, LP&L shall complete performance of the service within four Business Days after the date the order is received.</p> <p>LP&L shall not charge Competitive Retailer for performance of the service if LP&L initiates disconnection for non-payment.</p> <p>Disconnection at Meter</p> <p>Disconnection at Premium Location (e.g., pole, weatherhead, secondary box)</p>	\$30.00
(21)	<p>Reconnection After Disconnection for Non-Payment of Charges (DNP)</p> <p>This service restarts Delivery at Customer's Point of Delivery after discontinuance due to Customer's non-payment of charges billed by Competitive Retailer or LP&L.</p> <p>LP&L shall complete performance of standard reconnection service on the date LP&L receives the order, provided LP&L receives the order by 2:00 PM CPT on a Business Day.</p> <p>If LP&L receives the order after 2:00 PM CPT on a Business Day, LP&L shall complete performance of the standard reconnection service on the date of receipt if possible, but no later than the close of LP&L's next Field Operational Day.</p> <p>LP&L shall complete performance of same-day reconnection service on the date LP&L receives the order, provided LP&L receives the order by 5:00 PM CPT on a Business Day. If the order is received by LP&L after 5:00 PM CPT on a Business Day, or on a day that is not a Business Day, LP&L shall complete performance of the service no later than the close of LP&L's next Field Operational Day.</p> <p>LP&L shall treat an order for reconnection service received after 7:00 PM CPT, or received on a Non-Business Day, as received at 8:00 AM CPT on the next Business Day.</p> <p>Absent exigent circumstances, including but not limited to damage to Customer's Installation, LP&L shall use all reasonable efforts to reconnect service within 48 hours after receipt of an order for reconnection service.</p> <p>However, if this requirement results in reconnection being performed on a day that is not a Business Day, the appropriate Weekend or Holiday charge shall apply.</p> <p>LP&L shall not charge Competitive Retailer for performance of the service if LP&L restarts Delivery reconnection after LP&L-initiated disconnection for non-payment.</p>	\$30.00

Charge No.	Name and Description	Amount
(22)	Reconnection at Meter	
	i. Standard Reconnect	\$30.00
	ii. Same Day Reconnect	\$69.70
	iii. Weekend	\$86.45
	iv. Holiday	\$111.25
	Reconnection at Premium Location (e.g., pole, weatherhead, secondary box)	
	i. Standard Reconnect	\$30.00
	ii. Same Day Reconnect	\$69.70
	iii. Weekend	\$131.80
	iv. Holiday	\$162.40

5.4 DISTRIBUTED GENERATION INTERCONNECTION POLICIES

5.4.A LP&L INTERCONNECTION GUIDELINES

Steps to Interconnect Renewable Generation within the LP&L Certificated Area

5.4.A.1

A Customer seeking to install renewable generation at their residence or business will need to complete the Interconnection Agreement for distributed generation facilities (“Interconnection Agreement”), available on LP&L’s website.

5.4.A.2

After reviewing and signing the Interconnection Agreement, the customer returns the signed Interconnection Agreement to LP&L in person, by mail, or by email at:

In Person: CoLU Customer Service 1314 Ave K Lubbock, TX 79401	By Mail: CoLU Customer Service Attn: Account Support P.O. Box 10541 Lubbock, TX 79048-3541	By Email: customerrelations@lpandl.com
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5.4.A.3

After LP&L has approved and executed the Interconnection Agreement, an Authorization Letter will be sent to notify the customer that the Interconnection Agreement has been approved and authorizing the customer to proceed as follows:

If the customer address is inside the city limits:

- The customer (or customer’s selected electrician) is required to obtain a building inspection permit prior to the installation of the distributed generation system. The building inspection permit may be obtained from the City of Lubbock Building Inspection Department at 1314 Avenue K or by calling (806) 775-2087. The customer (or customer’s selected electrician) will be required to provide a copy of the LP&L Authorization Letter to the Building Inspection Department.
- Upon completion of the installation of the distributed generation, the customer (or customer’s selected electrician) will request a final inspection from the City of Lubbock Building Inspection Department at 1314 Avenue K or by calling (806) 775-2087.
- Upon final inspection, LP&L will contact the customer within 7 to 14 business days to schedule an appointment to install the appropriate meter and establish the Distributed Generation Delivery System Service Rate on the customer’s account.

If the customer address is outside the city limits:

- Upon completion of the installation of the renewable generation system, the customer shall notify LP&L that installation is complete and submit proof to LP&L that such installation was verified and validated by a licensed electrician. LP&L will then contact the customer within 7 to 14 business days to schedule an appointment to install the appropriate meter and establish the Distributed Generation Delivery System Service Rate on the customer’s account.

After LP&L has approved and executed the Interconnection Agreement, an Authorization Letter will be sent to notify the customer that the Interconnection Agreement has been approved and authorizing the customer to proceed. LP&L may charge Customer for costs associated with interconnection requests.

5.5 CONSTRUCTION SERVICE CHARGES

5.5.A AVAILABILITY

Applicable to all Competitive Retailers and Customers requesting construction services by LP&L.

The service charges listed below are in addition to any other charges made under LP&L's Delivery Service Tariff and will be applied for the appropriate condition described. Other services not covered by these standard conditions will be charged on the basis of an estimate for the job or LP&L's cost plus appropriate adders.

5.5.B DISCRETIONARY CHARGES FOR CONSTRUCTION SERVICE INCLUDE:

SER057	Delivery System Facilities Relocation/Removal Charge Applicable to requests for relocation or removal of LP&L facilities at the request of and for the benefit of the requestor.	As Calculated
SER040	Delivery System Facilities Installation Charge Applicable to requests made for new electric service or upgrade in electric service for requests involving the installation, construction, or extension of Delivery System facilities. This includes all conductor, conduit, transformers, and any associated equipment.	As Calculated
ODL003	Street Lighting Facilities Installation Charge Applicable to requests made for installation of residential street lights within Lubbock city limits pursuant to applicable City Ordinances. Inspection of Customer provided non-stock street lights	\$4,000 per light \$100 per light
SER0547	Additional Service Design Charge Applicable to requests to prepare iterative designs to provide service to a specific location where such iterations are at the request of the Customer for the Customer's sole benefit.	As Calculated
SER0458	Temporary Facilities Charge Applicable to requests made in conjunction with short-term construction projects. Install and remove single phase overhead service wires and transformer (up to 50kVA) on existing pole. All other temporary facilities installation and removal that require mobilization of line crews.	\$1,000.00 As Calculated

5.5.C GENERAL: DELIVERY SYSTEM FACILITIES

LP&L is responsible for the construction, extension, upgrade, or alteration of Delivery System facilities necessary to connect Customer's Point of Delivery to LP&L's Delivery System. LP&L makes extension of Delivery System facilities to Customer's electrical installation so as to minimize the cost of such extension. Extension is normally made at no cost to Customer except in those instances where the cost of the requested

extension of LP&L's facilities is in excess of the standard allowances stated herein, or where the requested facilities are greater than the required facilities needed to serve the Customer's load as determined by LP&L, or where the installation of non-standard facilities is requested. In these instances, a contribution in aid of construction ("CIAC") is required from Customer for all extensions where the estimated cost of the extension is in excess of the standard allowances, the Customer has requested additional facilities above those required to provide service as determined by LP&L, or the Customer has requested installation of non-standard facilities. The cost of all facilities, equipment, and services that LP&L is to provide under this Delivery Service Tariff will constitute the components of the Delivery System facilities necessary to provide Delivery Service to Customer. These costs will be compared to the standard allowance to determine the amount of CIAC that will be recovered from the Customer, if any. At LP&L's discretion, CIAC provided by the customer could be considered for a refund in the form of a billing credit over a specified timeframe. Such consideration is usually intended for large construction projects and would be subject to load and demand thresholds within a specified timeframe.

5.5.D STANDARD DELIVERY SYSTEM FACILITIES

Except in those areas where Network Service is the existing or planned service in use, LP&L's standard Delivery System facilities consist of the overhead Delivery System facilities necessary to transport Electric Power and Energy from a single, single-phase or three- phase source to Customer at one Point of Delivery, with one standard LP&L Meter, at one of LP&L's available standard voltages. In those areas where Network Service is the existing or planned service in use, LP&L's standard Delivery System facilities consist of the facilities necessary to provide Network Service.

5.5.E NON-STANDARD FACILITIES

Except in those areas where Network Service is the existing or planned service in use, non-standard facilities include but are not limited to a two-way feed, automatic and manual transfer switches, service through more than one point of delivery, redundant facilities, facilities in excess of those normally required for service, poles other than wooden poles, or facilities necessary to provide service at a non-standard voltage. Non-standard facilities also include underground facilities except in those locations where LP&L determines, for engineering or economic reasons, that underground facilities shall constitute standard facilities.

In those areas where Network Service is the existing or planned service in use, Network Service is the only Delivery Service available.

If Customer desires Delivery Service utilizing non-standard facilities, as described above, and not covered elsewhere in these Service Regulations, then LP&L may construct such facilities. If an entity requests LP&L to install non-standard facilities, then the projected additional cost of such non-standard facilities shall be paid by the requesting entity to LP&L prior to installation of such facilities. LP&L may, at its option, allow for the payment of the additional costs over a period of time.

LP&L shall replace underground facilities with similar underground facilities except for subsurface transformers, which shall be replaced by surface pad-mounted transformers unless LP&L determines, based on engineering or economic reasons, that a replacement subsurface transformer is more appropriate.

A Facility Service Agreement or Delivery Service Agreement may be required for the installation of Non-Standard Facilities, to be negotiated between the Customer and LP&L. The Director of Electric Utilities has delegated authority herein to negotiate and enter into such Facility Service Agreement or Delivery Service Agreement as he or she determines is in the best interest of LP&L's ratepayers.

5.5.F CUSTOMER'S ELECTRICAL INSTALLATION

Customer's Electrical Installation must comply with the requirements set forth in this Delivery Service Tariff and all applicable LP&L installation standards, which are available upon request.

5.5.G SPACE REQUIREMENTS

Customer shall grant to or secure for LP&L, at Customer's expense, any rights-of-way or easements on property owned or controlled by Customer that are necessary for LP&L to install Delivery System facilities for the purpose of delivering Electric Power and Energy to the Customer. Such easement will be in a form acceptable to LP&L.

With respect to distribution facilities, Customer shall provide any necessary rights-of-way on property not owned or controlled by Customer. If Customer is unable to secure for LP&L any necessary rights-of-way or easements on property not owned or controlled by Customer, Customer shall be responsible for the actual costs incurred by LP&L in obtaining and clearing such rights-of-way or easements.

Customer shall also provide, without cost to LP&L, Suitable Space for the installation of Delivery System facilities necessary to transport Electric Power and Energy to the Customer and for installation of metering facilities. In those areas where Network Service is the existing or planned service in use, then Customer shall provide, without cost to LP&L, the space required for the installation of the facilities required for double contingency underground service.

5.5.H OVERHEAD DELIVERY SERVICE

5.5.H.1 Standard Service Drop

Except in those areas where Network Service is the existing or planned service in use, LP&L shall provide, install, and maintain Service Drop to the Point of Delivery approved by LP&L. Customer shall provide and install a point of attachment (such as a bracket, eye bolt, house knob, metal clevis, etc.) with adequate support that is acceptable to LP&L and meets all applicable codes.

5.5.H.2 Service Entrance Conductor

Customer's Service Entrance Conductors are terminated on the outside of the service head and will not be less than 24 inches or the minimum length required by City ordinance, whichever is greater. The connections between the Customer's Service Entrance Conductors and the LP&L's Service Drop conductors are made by LP&L.

5.5.H.3 Connections at Point of Delivery

LP&L makes connections of LP&L's conductors to Customer's conductors at the Point of Delivery.

5.5.I UNDERGROUND DELIVERY SERVICE

Underground service is provided to Customer under the following conditions:

5.5.I.1 Location and routing of LP&L's Delivery System is determined by LP&L.

5.5.I.2 Prior to beginning of construction, Customer provides easements at no cost to LP&L for the underground conductors, pad mount transformers and associated equipment. Typically, these are granted by way of plat submittals through the City of Lubbock before a new or re-plat is recorded. Post plat recording, Customer shall execute a written easement agreement with LP&L in a form acceptable to LP&L. The Director of Electric Utilities has the delegated authority to accept such written easements as provided by Resolution No. 2021-R0051 by the City Council of the City of Lubbock dated February 9, 2021, and such other delegations as may be provided consistent with this provision.

5.5.I.3 LP&L may extend its conductors to Customer's switchgear or service entrance enclosure when LP&L considers such conductors as being outside of building.

5.5.I.4 Before the installation of LP&L's underground Delivery System facilities, Customer completes rough site grading, establishes final grade along the conductor route, and clears area of all obstructions. Any installation of obstructions (such as asphalt or concrete walk, driveway, street, alley, parking facilities, etc.) which interfere with the installation of LP&L facilities will be corrected by and at the expense of Customer. No change is made in the grade along the conductor route or easement without consent of LP&L. Any lowering or raising of electrical conductors or associated equipment required by any change in grade is at the expense of Customer, including necessary grade work.

5.5.I.5 Competitive Retailer or Customer shall pay any amount due under this Rate Schedule, as applicable.

5.5.J DELIVERY SERVICE FROM LP&L'S EXISTING UNDERGROUND DELIVERY SYSTEM

In certain areas of the LP&L's Delivery System where substantial investments have been made in underground service facilities, such as Network Service, and overhead service extensions into these areas are impractical and would nullify the benefits of past investments, LP&L retains the right to limit Delivery Service to Customer from LP&L's existing underground Delivery System.

In certain areas of LP&L's Delivery System, including but not limited to portions of downtown Lubbock, LP&L provides Network Service from its underground service facilities. In those areas where Network Service is provided, the standard service is double contingency underground service.

The phase and voltage of Delivery Service in areas served from LP&L's underground Delivery System may be limited to that which can be provided from existing facilities.

5.5.K SERVICE LATERAL – SECONDARY VOLTAGE

LP&L furnishes, installs and maintains the Service Lateral connecting LP&L's Delivery System to Customer's Point of Delivery for permanent residential single-phase service.

5.5.L TRANSFORMER AND EQUIPMENT

LP&L provides, installs, owns and maintains transformer(s) and equipment for Customers taking service at secondary voltage. Customer provides, without cost to LP&L, space on Customer's Premises suitable to LP&L for the installation, operation, and maintenance of transformers and other equipment required to provide Delivery Service to the Customer. Customer provides adequate and accessible pad space as determined by LP&L to allow transformer equipment maintenance and replacement. Required space for equipment considers any above ground construction or portion of a building which extends over the pad. Passageways adequate to accommodate trucks or other necessary lifting and hauling equipment are provided by Customer to allow replacement of transformers and other devices.

5.5.M VAULT

When a vault for LP&L's transformers, switchgear or other facilities is required on Customer's Premises, and location is acceptable to LP&L, Customer provides and installs the vault, at its cost, in accordance with LP&L specifications. If the vault is located inside or under Customer's building due to lack of any suitable space outside the building, Customer provides the necessary Raceway for LP&L's conductors so that such conductors are considered outside of building. LP&L installs in the vault, transformers and/or other facilities necessary to provide Delivery Service to the Customer. The Customer is responsible for shielding or limiting utilization of adjoining building sections as necessary to limit noise and electromagnetic emissions. The Customer is responsible for the cost of conducting studies and measurements to project or determine levels

of emissions. Customer takes Delivery Service at the secondary terminals of LP&L transformers or other facilities located in the vault as specified by LP&L. Under any other conditions, Customer takes service outside the building.

5.5.N METER

All Meters used to measure the amount of Electric Power and Energy delivered by LP&L for use in the calculation of Delivery System Charges, are installed and maintained by LP&L. Meters shall be located outside the building. If the customer requires a meter location other than outside the building and LP&L approves such location, the customer shall install and own the electric service conductors from a point of delivery outside of the building (either secondary transformer terminals or service enclosure). All Meter transformers and transockets shall be furnished and owned by LP&L for these purposes. Where Customer requests the installation of an LP&L Meter other than LP&L's standard Meter, Customer pays the appropriate installation and monthly maintenance cost in accordance with the applicable rate schedule of this Delivery Service Tariff.

LP&L may, at its option and at its expense, relocate any LP&L-owned or Non LP&L-Owned Meter. In case of a relocation made necessary due to inaccessibility, hazardous location, or dangerous conditions for which Customer is responsible, or in order to prevent a recurrence of unauthorized use of Delivery Service or tampering with equipment, Customer, or Customer's Competitive Retailer may be required to relocate Customer's service facilities and LP&L facilities, including the Metering Equipment, to a location agreeable to LP&L at the Customer's expense.

Under no circumstance is any meter installation to be moved or relocated except as authorized by LP&L.

5.5.O STANDARD FACILITY EXTENSIONS

Extension of standard facilities to permanent Customers within LP&L's certificated area, where the estimated cost to extend facilities does not exceed the standard allowances stated herein, will be provided to Customers at no cost. The cost of the extension is calculated using the route of the new line, as determined by LP&L, from LP&L Delivery System facilities, which includes primary, secondary, and service drop for overhead facilities or Service Lateral for underground facilities, to the Point of Delivery. When two or more applications for Delivery Service from the same extension are received prior to starting construction of the extension, the maximum allowance is the sum of each individual applicant's standard allowance. Customer makes a one-time non-refundable CIAC for the cost of providing an extension in excess of the stated allowances.

LP&L makes extension of electric service to Customer's electrical installation so as to minimize the cost of such extension. Extension is normally made at no cost to Customer except in those instances where the requested extension of LP&L's facilities is not economically justified or Customer requests facilities in excess of those required to provide service as determined by the LP&L. In those areas where Network Service is the existing or planned service in use, the extension of Network Service is made to Customer if Customer complies with the requirements for receiving Network Service described in this Delivery Service Tariff.

5.5.P OVERHEAD EXTENSIONS

LP&L makes extension of overhead electric service to permanent Customers if electric service desired by Customer is of the type and character of electric service which LP&L provides. The extension includes primary, secondary, and service drop to the point of delivery. The standard allowance for extension of service is determined using the estimated revenue from the new load over three years. When two or more applications for electric service from the same extension are received prior to starting construction of the line extension, the maximum allowance for the overhead extension includes the sum of the estimated revenue over three years from the new loads in those applications. The allowance will be applied to each customer based on percentage of total new load in the submitted applications. Customer makes a one-time non-refundable

CIAC for the cost of providing an extension in excess of standard allowance based upon an estimated cost of extension for the type of facility installed.

5.5.Q UNDERGROUND EXTENSIONS

Except in those areas where Network Service is the existing or planned service in use, LP&L makes extension of underground electric service to permanent Customers if electric service desired by Customer is of the type and character of electric service which LP&L provides. The extension includes primary and secondary facilities to the point of delivery. The standard allowance for extension of service is determined using the estimated revenue from the new load over three years. When two or more applications for electric service from the same extension are received prior to starting construction of the line extension, the allowance for the extension includes the sum of the estimated revenue over three years from the new loads in those applications. The allowance will be applied to each customer based on percentage of total new load in the submitted applications. Customer makes a onetime non-refundable CIAC for the cost of providing an extension in excess of standard allowance based upon an estimated cost of extension for the type of facility installed.

5.5.R STANDARD FACILITY EXTENSION: EXTENSIONS CALCULATION OF CIAC FOR UNDERGROUND STANDARD FACILITY EXTENSIONS BEYOND STANDARD ALLOWANCE

Customer will pay a CIAC amount to LP&L as determined by this Delivery Service Tariff, Discretionary Charge for Construction Service.

5.5.S CALCULATION OF CIAC FOR OVERHEAD STANDARD FACILITY EXTENSIONS BEYOND 300' ALLOWANCE

Customer will pay a CIAC amount to LP&L as determined per project. Calculation will be based on projected load demand and actual cost of extending overhead facilities for electric service.

5.5.T CUSTOMER REQUESTED FACILITY UPGRADES

In the case of upgrades to Delivery System facilities necessitated by Customer adding load in excess of existing Delivery System facility capacity, only the cost of the facility upgrades that are attributable to the Customer's request will be included in calculating a CIAC.

5.5.U UNUSED STANDARD ALLOWANCE

Under no circumstance shall any unused standard allowance be paid or credited to the Customer or used to reduce the cost for installation of non-standard Delivery System facilities or non-standard street lighting facilities.

5.5.V NON-STANDARD FACILITY DELIVERY SYSTEM EXTENSIONS

If Customer desires Delivery System service that involves non-standard facilities as described in this Delivery Service Tariff, Customer must pay LP&L prior to LP&L's construction of non-standard facilities the total estimated cost of all non-standard facilities less the cost of standard facilities to meet Customer's request.

LP&L may terminate the provision of any Delivery Service utilizing non-standard facilities at the end of the term of the applicable Facility Extension Agreement or Discretionary Service Agreement, or in the absence of a Facility Extension Agreement or Discretionary Service Agreement, on reasonable notice to Customer and the Customer's Competitive Retailer.

5.5.W TEMPORARY DELIVERY SYSTEM FACILITIES

Customer must pay LP&L prior to LP&L's constructing temporary Delivery System facilities an amount equal to the estimated cost of installing and removing the facilities, plus the estimated costs of materials to be used which are unsalvageable after removal of the installation, as set forth in Section 5.5.B of this Delivery Service Tariff.

5.5.X REMOVAL AND RELOCATION OF LP&L'S FACILITIES

LP&L may remove or relocate LP&L facilities upon request. The requesting entity pays the total cost of removing or relocating such facilities, unless LP&L deems such removal or relocation will benefit LP&L in terms of added revenue, improved system reliability or public safety.

5.5.Y BILLING AND REMITTANCE

Billing and Remittance for Construction Services will occur directly by and between LP&L and the Customer. Payment for Construction Service must be paid in full prior to any commencement of construction.

APPENDIX A

AGREEMENT BETWEEN LP&L AND COMPETITIVE RETAILER REGARDING TERMS AND CONDITIONS OF ACCESS BY THE COMPETITIVE RETAILER TO THE DELIVERY SYSTEM OF LP&L TO PROVIDE ELECTRIC POWER AND ENERGY TO COMPETITIVE RETAILER’S RETAIL CUSTOMERS (ACCESS AGREEMENT).

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

I. Notices, bills, or payments required in LP&L’s Access Tariff will be delivered to the following addresses:

FOR LP&L

Legal Name:	
Mailing Address:	
Phone Number:	
Email Address	
Payment address: (electronic and postal)	

LP&L may change such contact information on written notice to Competitive Retailer.

FOR COMPETITIVE RETAILER

Legal Name:	
Mailing Address:	
Phone Number:	
Fax Number:	
Email Address	
Billing address: (electronic and postal)	
PUC Certificate Number:	

Competitive Retailer may change contact information on written notice to LP&L.

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

Email Address: _____

II. DESIGNATION OF ENTITY PERFORMING BILLING

IF A SINGLE CONSOLIDATED BILL WILL BE PROVIDED, IT WILL BE PROVIDED BY:

_____ UTILITY or

_____ UTILITY REPRESENTATIVE or

_____ COMPETITIVE RETAILER AS UTILITY REPRESENTATIVE

IF A SINGLE CONSOLIDATED BILL WILL NOT BE PROVIDED, CHARGES FOR TRANSMISSION AND DISTRIBUTION CHARGES WILL BE BILLED BY:

_____ UTILITY or

_____ UTILITY REPRESENTATIVE or

_____ COMPETITIVE RETAILER AS UTILITY REPRESENTATIVE

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

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

806-775-2509

Alternatively, and only with the mutual consent of Competitive Retailer and LP&L, one of the following options can be selected. *If one of these options is selected, please place a check on the line beside the option selected. *These options and attendant duties are discussed in pro-forma access tariff section 4.10.A.*

_____ Competitive Retailer will direct Retail Customers to call Competitive Retailer to report outages, interruptions, and irregularities and will then electronically forward such information to LP&L.

_____ Competitive Retailer will direct Retail Customers to call Competitive Retailer to report outages, interruptions, and irregularities and will then forward such calls to LP&L at the following toll-free number:

806-775-2509

_____ Competitive Retailer will direct Retail Customers to call LP&L directly to report outages, interruptions, and irregularities at the following toll-free number:

806-775-2509

IV. DESIGNATION OF CONTACT FOR MAKING SERVICE REQUESTS

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

806-775-2509

Alternatively, and only with mutual consent, one of the following options can be selected. *If one of these options is selected, please place a check on the line beside the option selected. ***These options and attendant duties are discussed in pro-forma access tariff section 4.10.A.***

_____ Competitive Retailer will direct Retail Customers to call Competitive Retailer to report outages, interruptions, and irregularities and will then forward such calls to LP&L at the following toll-free number:

806-775-2509

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

806-775-2509

V. DESIGNATION OF CONTACT FOR BILLING INQUIRIES

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

806-775-2509

VI. REPRESENTATIONS

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

1. Competitive Retailer is authorized to sell Electric Power and Energy to Retail Customers in the State of Texas.
2. Competitive Retailer has completed all flight testing, both with the applicable financial institutions and with the Electric Reliability Council of Texas (ERCOT).
3. Competitive Retailer agrees, when necessary, to submit EDI bank payments in the form and method prescribed by LP&L.

VII. TERM

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

Termination of this Agreement for any reason will not relieve LP&L or the Competitive Retailer of any obligation accrued or accruing prior to such termination.

This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

VIII. SIGNATURES

LP&L

Print name:	
Legal signature:	
Date:	

COMPETITIVE RETAILER

Print name:	
Legal signature:	
Date:	



Electric Utility Board

Agenda Item Summary

Meeting Date: August 20, 2024

Summary:

Consider a resolution recommending four (4) appointments or reappointments, as applicable, to the Electric Utility Board (“EUB”).

Background/Discussion

The terms of four current EUB members, Gwendolyn Stafford, Dr. Craig D. Rhyne, Dr. Gonzalo Ramirez, and Dan Odom, are set to expire on November 1, 2024.

Pursuant to Section 2.03.415(e) of the Code of Ordinances of the City of Lubbock, the Electric Utility Board is charged with recommending to the City Council board appointments to the EUB. The resolution presented for the Electric Utility Board’s consideration contemplates the recommendation to the City Council of the appointment and/or reappointment of four (4) members to the EUB to address the expiration of terms for these four members. After approximately eight years of distinguished service to the EUB, Mr. Odom is termed out and is not eligible for reappointment. Mr. Odom departs with the gratitude of the City and LP&L for his voluntary service. Ms. Stafford, Dr. Rhyne, and Dr. Ramirez have indicated a willingness to continue their service on the EUB.

Recommendation:

Approve a resolution recommending to the City Council the appointment of an individual, and reappointment of three (3) individuals to the Electric Utility Board.

RESOLUTION

WHEREAS, the Electric Utility Board (the “EUB”) was created by Chapter 1, Article XII, Section 1, of the City Charter of the City of Lubbock (the “City Charter”);

WHEREAS, the City Charter prescribes that the EUB shall be composed of nine (9) members, each to serve terms of two (2) years;

WHEREAS, pursuant to Section 2.03.415(e) of the Code of Ordinances, City of Lubbock, Texas, the EUB is charged with recommending to the City Council of the City Lubbock (“City Council”) individuals for appointment to the EUB;

WHEREAS, the EUB desires to recommend to the City Council that the following named individual(s) be reappointed or appointed, as applicable, to the EUB;

NOW, THEREFORE, BE IT RESOLVED BY THE ELECTRIC UTILITY BOARD OF THE CITY OF LUBBOCK:

THAT the following individuals are each hereby recommended to the City Council to be reappointed to the Electric Utility Board for a two-year term, expiring on November 1, 2026:

1. Gwendolyn Stafford
2. Dr. Craig D. Rhyne
3. Dr. Gonzalo Ramirez

BE IT FURTHER RESOLVED THAT the following individual is hereby recommended to the City Council to be appointed to the Electric Utility Board for a two-year term, expiring on November 1, 2026:

Passed by the Electric Utility Board this 20th day of August, 2024.

Gwen Stafford, Chair

ATTEST:

Eddie Schulz, Board Secretary

APPROVED AS TO CONTENT:

Joel Ivy, Chief Administrative Officer

APPROVED AS TO FORM:

Keli Swan, General Counsel



Lubbock Power & Light

Electric Utility Board

Agenda Item Summary

Meeting Date: August 20, 2024

Summary:

Consider and award ITB #7107-24-ELD, LP&L Transformers.

Background/Discussion:

The purpose of this ITB is to purchase distribution transformers for LP&L that are necessary to support maintenance and the continued growth and development of Lubbock. The transformers will replenish LP&L's distribution transformer yard stock.

The transformer is an electrical device which converts electric energy from one voltage level to another. The transformers are pole and pad mounted units rated in primary and secondary voltages, single or three phase and also in kilo Volt-Amperes (kVA) which is their designed apparent power capacity.

Fiscal Impact:

A total of **\$16,375,000.00** was appropriated and **\$3,509,670.00** is available in account number **92684 (FY 2020-24 Distribution Transformers)** for this purpose.

Recommendation:

Staff recommends award of ITB #7107-24-ELD, LP&L Transformers, and all line items (1-9) to **Anixter Inc. of Lubbock, TX** for **\$893,026.00**, or such alternative action as the Electric Utility Board may deem appropriate.

**Lubbock Power and Light
Capital Project
Project Cost Detail
August 20, 2024**

Capital Project Number:

92684

Capital Project Name:

FY 2020-24 Distribution Transformers

		Budget	
Total Appropriation		\$	16,375,000
Expended	<i>Contract or PO Number</i>		
Anixter		\$	(5,301,681)
Peard - Misc			90,005
Irby			(1,870,316)
Cooper			(158,531)
Border States			(14,645)
TGC - gasket			(4,325)
KBS Electrical			(24,805)
Dykman Electrical			(2,309,308)
Trayer Engineering - switchgear			(312,732)
A-Line TDS			(2,833)
TEC			(74,332)
Expended to Date		\$	(9,983,503)
Encumbered	<i>Contract or PO Number</i>		
Elgin Power Solutions - transformers	21403700	\$	(249,900)
KBS - spades	21403988		(872)
Anixter - transformers	21404131		(202,860)
Dykman - transformers	21404130		(2,428,195)
Encumbered to Date		\$	(2,881,827)
Agenda Items August 20, 2024	<i>Contract or PO Number</i>		
Anixter			(893,026)
Agenda Items for Consideration		\$	(893,026)
Estimated Costs for Remaining Appropriation			
Staff Time		\$	(25,000)
Switchgear			(300,000)
Pole mount & pad mount transformers			(1,718,662)
Contingency			(572,982)
Estimated Costs for Remaining Appropriation		\$	(2,616,644)
Remaining Appropriation		\$	-

RESOLUTION

WHEREAS, Lubbock Power & Light is the municipally-owned public power utility of the City of Lubbock (“Lubbock Power & Light”); NOW, THEREFORE:

BE IT RESOLVED BY THE ELECTRIC UTILITY BOARD OF THE CITY OF LUBBOCK:

THAT the City of Lubbock, acting by and through Lubbock Power & Light, as concerns ITB #7107-24-ELD (the “Bid”), respecting the property described as Lubbock Power & Light Transformers, as more particularly described in the Bid (the “Property”), to Anixter Inc., of Lubbock, Texas.

BE IT FURTHER RESOLVED BY THE ELECTRIC UTILITY BOARD OF THE CITY OF LUBBOCK:

THAT the Lubbock Power & Light Purchasing Manager or his/her designee, BE and is hereby authorized and directed to execute for and on behalf of Lubbock Power & Light any and all purchase orders and related documents regarding the purchase of the Property pursuant to the Bid, as awarded herein.

Passed by the Electric Utility Board this 20th day of August 2024.

Gwen Stafford, Chair

ATTEST:

Eddie Schulz, Board Secretary

APPROVED AS TO CONTENT:

Joel Ivy, Chief Administrative Officer

APPROVED AS TO FORM:

Keli Swan, General Counsel

Prepared by the Purchasing Department for the August 20, 2024 Electric Utility Board Meeting

ITB 7107-24-ELD – LP&L Transformers

Closed: July 17, 2024 @ 2:00 p.m. C.S.T

Item	Qty	U/M	Description/Vendor	Location	Unit Cost	Extended Cost	Delivery Days ARO
1	8	EA	Distribution Transformer, 50 KVA, single phase, 12470GY/7200X 22860GY/13200 – 120/240 Volts, pad mounted type, with Copper-Copper or Copper-Aluminum windings, made in accordance with attached LP&L Specification # DE-0012-112222.				
			KEREC	Seoul, South Korea	\$ 7,285.00	\$ 58,280.00	147 Days
			PulseMAC Solutions, LLC	San Antonio, TX	\$ 7,313.90	\$ 58,511.20	85 Days
			ULS Corporate Inc.	Katy, TX	\$ 7,547.68	\$ 60,381.44	90-110 Days
			Leksin Inc.	Hawaiian Gardens, CA	\$ 8,822.00	\$ 70,576.00	160 Days
			Anixter, Inc.	Lubbock, TX	\$ 9,392.00	\$ 75,136.00	161-175 Days
			KBS Electric	Austin, TX	\$ 12,065.00	\$ 96,520.00	280 Days
			Techline Inc.	Amarillo, TX	\$ 12,879.00	\$ 103,032.00	504 Days
2	20	EA	Distribution Transformer, 75 KVA, single phase, 12470GY/7200 X 22860GY/13200 – 120/240 Volts, pad mounted type, with Copper-Copper or Copper-Aluminum windings, made in accordance with attached LP&L Specification # DE-0012-112222.				
			Anixter, Inc.	Lubbock, TX	\$ 7,753.00	\$ 155,060.00	161-175 Days
			KEREC	Seoul, South Korea	\$ 8,186.00	\$ 163,720.00	147 Days
			PulseMAC Solutions, LLC	San Antonio, TX	\$ 8,334.70	\$ 166,694.00	85 Days
			Leksin Inc.	Hawaiian Gardens, CA	\$ 9,812.00	\$ 196,240.00	160 Days
			ULS Corporate Inc.	Katy, TX	\$ 11,961.70	\$ 239,234.00	90-110 Days
			KBS Electric	Austin, TX	\$ 13,414.00	\$ 268,280.00	280 Days
			Techline Inc.	Amarillo, TX	\$ 16,411.00	\$ 328,220.00	504 Days
3	32	EA	Distribution Transformer, 100 KVA, single phase, 12470GY/7200 X 22860GY/13200 – 120/240 Volts, pad mounted type, with Copper-Copper or Copper-Aluminum windings, made in accordance with attached LP&L Specification # DE-0012-112222.				
			KEREC	Seoul, South Korea	\$ 8,938.00	\$ 286,016.00	147 Days
			PulseMAC Solutions, LLC	San Antonio, TX	\$ 9,117.90	\$ 291,772.80	85 Days
			Anixter, Inc.	Lubbock, TX	\$ 9,449.00	\$ 302,368.00	161-175 Days
			Leksin Inc.	Hawaiian Gardens, CA	\$ 11,099.00	\$ 355,168.00	160 Days
			ULS Corporate Inc.	Katy, TX	\$ 14,319.28	\$ 458,216.96	90-110 Days
			KBS Electric	Austin, TX	\$ 14,678.00	\$ 469,696.00	280 Days
			Techline Inc.	Amarillo, TX	\$ 17,370.00	\$ 555,840.00	504 Days
4	18	EA	Distribution Transformer, 167 KVA, single phase, 12470GY/7200 X 22860GY/13200 – 120/240 Volts, pad mounted type, with Copper-Copper or Copper-Aluminum windings, made in accordance with attached LP&L Specification # DE-0012-112222.				
			KEREC	Seoul, South Korea	\$ 11,170.00	\$ 201,060.00	147 Days
			PulseMAC Solutions, LLC	San Antonio, TX	\$ 11,900.90	\$ 214,216.20	85 Days
			Leksin Inc.	Hawaiian Gardens, CA	\$ 12,848.00	\$ 231,264.00	160 Days
			Anixter, Inc.	Lubbock, TX	\$ 12,937.00	\$ 232,866.00	161-175 Days
			ULS Corporate Inc.	Katy, TX	\$ 18,449.35	\$ 332,088.30	90-110 Days
			KBS Electric	Austin, TX	\$ 22,686.00	\$ 408,348.00	280 Days
			Techline Inc.	Amarillo, TX	\$ 23,983.00	\$ 431,694.00	504 Days

ITB 7107-24-ELD – LP&L Transformers

Closed: July 17, 2024 @ 2:00 p.m. C.S.T

Item	Qty	U/M	Description/Vendor	Location	Unit Cost	Extended Cost	Delivery Days ARO
5	10	EA	Distribution Transformer, 10 KVA, single phase, 12470GY/7200X 22860GY/13200 – 120/240 Volts, pole mounted type, with Copper-Copper or Copper-Aluminum windings, made in accordance with attached LP&L Specification # DE-0012-112222.				
			Anixter, Inc.	Lubbock, TX	\$ 1,595.00	\$ 15,950.00	119-133 Days
			KEREC	Seoul, South Korea	\$ 2,452.00	\$ 24,520.00	98 Days
			PulseMAC Solutions, LLC	San Antonio, TX	\$ 2,797.02	\$ 27,970.20	65 Days
				Hawaiian Gardens,			
			Leksin Inc.	CA	\$ 3,146.00	\$ 31,460.00	160 Days
			ULS Corporate Inc.	Katy, TX	\$ 3,477.84	\$ 34,778.40	90-110 Days
			Techline Inc.	Amarillo, TX	\$ 3,936.00	\$ 39,360.00	420 Days
			KBS Electric	Austin, TX	\$ -	\$ -	
6	12	EA	Distribution Transformer, 15 KVA, single phase, 12470GY/7200 X 22860GY/13200 – 120/240 Volts, pole mounted type, with Copper-Copper or Copper-Aluminum windings, made in accordance with attached LP&L Specification # DE-0012-112222.				
			Anixter, Inc.	Lubbock, TX	\$ 1,829.00	\$ 21,948.00	119-133 Days
			KEREC	Seoul, South Korea	\$ 2,652.00	\$ 31,824.00	98 Days
			PulseMAC Solutions, LLC	San Antonio, TX	\$ 3,004.89	\$ 36,058.68	65 Days
				Hawaiian Gardens,			
			Leksin Inc.	CA	\$ 3,388.00	\$ 40,656.00	160 Days
			ULS Corporate Inc.	Katy, TX	\$ 3,822.01	\$ 45,864.12	90-110 Days
			Techline Inc.	Amarillo, TX	\$ 4,612.00	\$ 55,344.00	420 Days
			KBS Electric	Austin, TX	\$ -	\$ -	
7	7	EA	Distribution Transformer, 15 KVA, single phase, 12470GY/7200 X 22860GY/13200 – 240/480 Volts, pole mounted type, with Copper-Copper or Copper-Aluminum windings, made in accordance with attached LP&L Specification # DE-0012-112222.				
			Anixter, Inc.	Lubbock, TX	\$ 1,699.00	\$ 11,893.00	119-133 Days
			KEREC	Seoul, South Korea	\$ 2,652.00	\$ 18,564.00	98 Days
			PulseMAC Solutions, LLC	San Antonio, TX	\$ 3,004.89	\$ 21,034.23	65 Days
				Hawaiian Gardens,			
			Leksin Inc.	CA	\$ 3,377.00	\$ 23,639.00	160 Days
			ULS Corporate Inc.	Katy, TX	\$ 3,873.64	\$ 27,115.48	90-110 Days
			Techline Inc.	Amarillo, TX	\$ 5,157.00	\$ 36,099.00	420 Days
			KBS Electric	Austin, TX	\$ -	\$ -	
8	15	EA	Distribution Transformer, 25 KVA, single phase, 12470GY/7200 X 22860GY/13200 – 120/240 Volts, pole mounted type, with Copper-Copper or Copper-Aluminum windings, made in accordance with attached LP&L Specification # DE-0012-112222.				
			Anixter, Inc.	Lubbock, TX	\$ 2,055.00	\$ 30,825.00	119-133 Days
			KEREC	Seoul, South Korea	\$ 2,925.00	\$ 43,875.00	98 Days
			KBS Electric	Austin, TX	\$ 3,241.00	\$ 48,615.00	280 Days
			PulseMAC Solutions, LLC	San Antonio, TX	\$ 3,317.31	\$ 49,759.65	65 Days
				Hawaiian Gardens,			
			Leksin Inc.	CA	\$ 3,806.00	\$ 57,090.00	160 Days
			ULS Corporate Inc.	Katy, TX	\$ 4,596.40	\$ 68,946.00	90-110 Days
			Techline Inc.	Amarillo, TX	\$ 5,908.00	\$ 88,620.00	420 Days

ITB 7107-24-ELD – LP&L Transformers
Closed: July 17, 2024 @ 2:00 p.m. C.S.T

Item	Qty	U/M	Description/Vendor	Location	Unit Cost	Extended Cost	Delivery Days	ARO
9	20	EA	Distribution Transformer, 37.5 KVA, single phase, 12470GY/7200 X 22860GY/13200 – 120/240 Volts, pole mounted type, with Copper-Copper or Copper-Aluminum windings, made in accordance with attached LP&L Specification # DE-0012-112222.					
			Anixter, Inc.	Lubbock, TX	\$ 2,349.00	\$ 46,980.00	119-133 Days	
			KEREC	Seoul, South Korea	\$ 3,314.00	\$ 66,280.00	98 Days	
			KBS Electric	Austin, TX	\$ 3,779.00	\$ 75,580.00	280 Days	
			PulseMAC Solutions, LLC	San Antonio, TX	\$ 3,920.01	\$ 78,400.20	65 Days	
				Hawaiian Gardens, CA				
			Leksin Inc.	CA	\$ 4,202.00	\$ 84,040.00	160 Days	
			ULS Corporate Inc.	Katy, TX	\$ 5,284.74	\$ 105,694.80	90-110 Days	
			Techline Inc.	Amarillo, TX	\$ 6,692.00	\$ 133,840.00	420 Days	
			Disqualified					
			Switchgear US LLC					
			Recommended Award					
			Anixter	Lubbock, TX	\$ 893,026.00			

TAB SHEET