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.

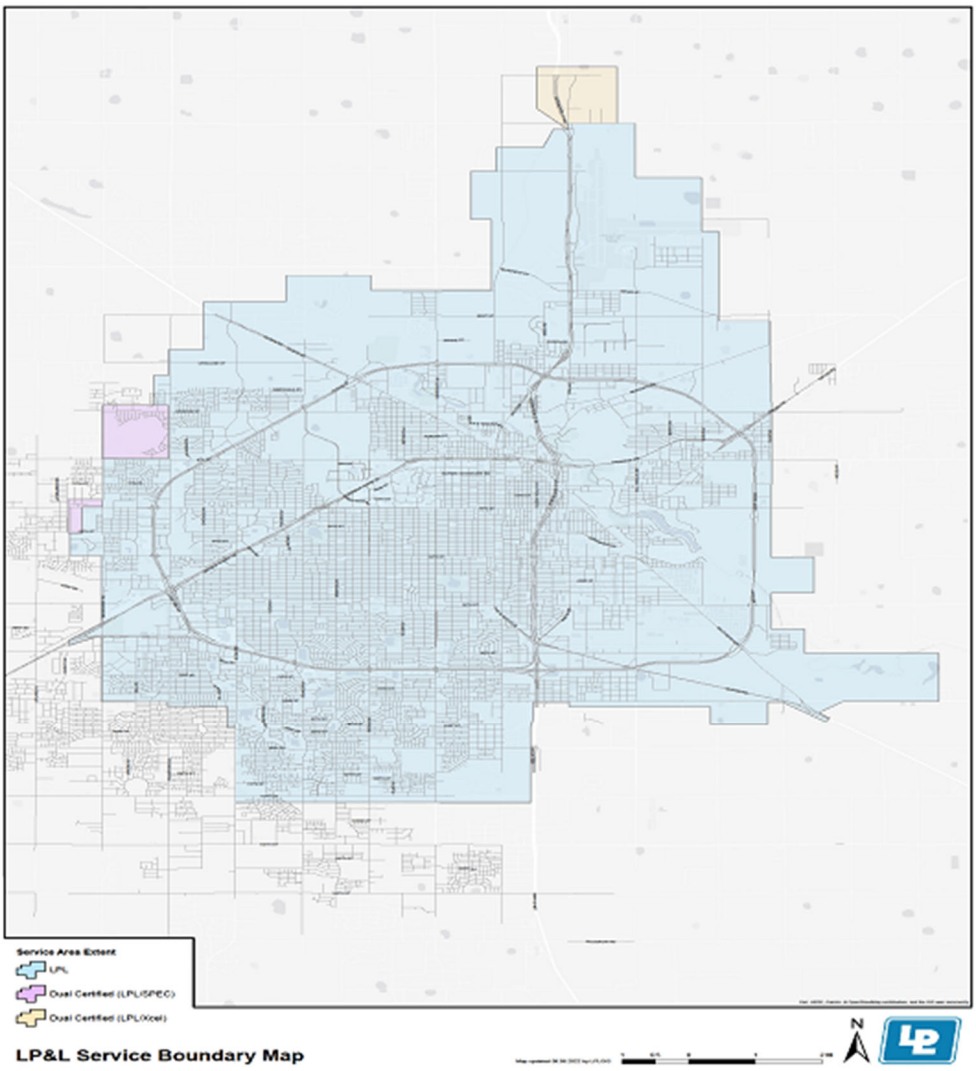
On November 2, 2004, Lubbock voters elected to amend the City Charter to provide for an Electric Utility Board (EUB), which governs, manages, and operates LP&L today. The City Council retains authority for appointment of board members, approval of the operating and capital budget, approval of rates for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

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 trued-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:

(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.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.

Single Phase	*Three Phase*
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 billed by LP&L on or after November 1, 2025, 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 Charge:	$0.05628	per kWh
Transition Charge:	$0.00167	per kWh
Franchise Fee:	$0.00517	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:	$0.05378	per kWh
Transition Charge:	$0.00167	per kWh
Franchise Fee:	$0.00517	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:	$0.00947	Per kWh
Delivery System Demand Charge:	$11.32	per kW
Transition Charge:	$0.00167	per kWh
Franchise Fee:	$0.00517	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:	$.00722	Per kWh
Delivery System Demand Charge:	$9.28	per kW
Transition Charge:	$0.00167	per kWh
Franchise Fee	$0.00517	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:	$0.00116	Per kWh
Delivery System Demand Charge:	$7.77	per kW
Transition Charge:	$0.00167	per kWh
Franchise Fee:	$0.00517	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:	$0.00089	per kWh
Delivery System Demand Charge:	$6.26	per kW
Transition Charge:	$0.00167	per kWh
Franchise Fee:	$0.00517	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:	$0.11026	per kWh
Transition Charge:	$0. 00167	per kWh
Formula: Bulb Watts÷1000 x bulb quantity x11.8 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)	**Move-In (Existing Service)** 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. 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. 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. 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. Standard (All Meters) Priority (Standard Meters) Priority (Non-standard Meters)	 $0.00 $0.00 $75.00
(2)	**Move-In (New Service)** 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. 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. 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 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. Standard (All Meters) Priority (Standard Meters) Priority (Non-standard Meters)	 $0.00 $0.00 $75.00

Charge No.	Name and Description	Amount
Disconnection Charges (All Meter Types)		
(3)	**Move-Out** This service discontinues Delivery to Customer's Point of Delivery. 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. 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. 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.	$0.00 Charge included in the Move-In charge.
(4)	**Clearance Request** 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. 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. 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. 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. 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. Three Business Days' Notice Less Than Three Business Days' Notice	 $0.00 $150.00

Charge No.	Name and Description	Amount
Disconnection/Reconnection for Non-Payment Charges (Standard Meter)		
(5)	**<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. 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. LP&L shall not charge Competitive Retailer for performance of the service if LP&L initiates disconnection for non-payment.	
	Disconnection at Meter 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. 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. 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.	$30.00

Charge No.	Name and Description	Amount
(5) (cont'd)	**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. 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. 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.	$30.00
(6)	**Reconnection After Disconnection for Non-Payment of Charges (DNP)** 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. 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. 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. **Reconnection at Meter** LP&L shall complete performance of the service within two hours of LP&L's receipt of order. Reconnection at Premium Location (e.g., pole, weatherhead, secondary box, etc.) 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. 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. 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. 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.	

Charge No.	Name and Description	Amount
(6) (cont'd)	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.	
	i. Standard Reconnect	$30.00
	ii. Same Day Reconnect	$69.70
	iii. Weekend	$86.45
	iv. Holiday	$111.25
Meter Testing Charge (All Meters)		
(7)	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. LP&L-Owned Meter	
	a. First Meter test in last four years	$0.00
	b. Meter found outside relevant accuracy standards	$0.00
	c. All other	$50.00
(8)	**Meter Reading for the Purpose of a Standard Switch** 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. 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. 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. LP&L may use an Estimated Meter Reading to complete performance of the service if conditions preclude execution of an Actual Meter Reading.	$0.00

Charge No.	Name and Description	Amount
(9)	**Meter Reading for the Purpose of a Self-Selected Switch** 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. 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. 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. 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. 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. LP&L may use an Estimated Meter Reading to complete performance of the service if conditions preclude execution of an Actual Meter Reading.	$0.00
(10)	**Meter Reading for the Purpose of a Mass Transition** This service provides a Meter Reading for each affected 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.	$0.00
Non-Standard Meter Installation Charge		
(11)	**Non-Standard Metering Service One-Time Fee** Applicable to a Customer receiving Standard Metering Service who chooses to begin receiving Non-Standard Metering Service.	$0.00
Service Call Charge (All Meter Types)		
(12)	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. 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.	

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)	**Miscellaneous Charges** 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.	As Calculated
Temporary Service		
(19)	**Temporary Service** 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.	$240.60
Disconnection / Reconnection for Non-Payment of Charges (Non-Standard Meter)		
(20)	**Disconnection for Non-Payment (DNP)** 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. 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. 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. 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.	

Charge No.	Name and Description	Amount
	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. LP&L shall not charge Competitive Retailer for performance of the service if LP&L initiates disconnection for non-payment. **Disconnection at Meter** Disconnection at Premium Location (e.g., pole, weatherhead, secondary box)	$30.00
(21)	**Reconnection After Disconnection for Non-Payment of Charges (DNP)** 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. 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. 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. 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. 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. 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 reconnection being performed on a day that is not a Business Day, the appropriate Weekend or Holiday charge shall apply. 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.	$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:	**By Mail:**	**By Email:**
CoLU Customer Service 1314 Ave K Lubbock, TX 79401	CoLU Customer Service Attn: Account Support P.O. Box 10541 Lubbock, TX 79048-3541	customerrelations@lpandl.com

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 <u>inside</u> the city limits:

a. 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.

b. 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.

c. 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 <u>outside</u> the city limits:

a. 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 STANDARD ALLOWANCE

Customer will pay a CIAC amount to LP&L as determined per project. Calculation will be based on projected load demand and estimated 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:	