



**Lubbock Power & Light**  
*The power is yours.*

# **Electric Rate/Tariff Schedule**

**Amended February 1, 2023**

## Lubbock Power & Light Electric Rate/Tariff Schedule

### Service Schedules

<b>Type of Service</b>	<b>Rate Class</b>
<b>General Terms and Conditions</b>	
<b>Residential Standard Service</b>	<b>Rate 1</b>
<b>Residential Electric Space Heating Service</b>	<b>Rate 3</b>
<b>Residential Net Metering Service</b>	<b>Rate 5</b>
<b>Small General Service</b>	<b>Rate 10</b>
<b>Small General Service Net Metering</b>	<b>Rate 11</b>
<b>Large School Service</b>	<b>Rate 15</b>
<b>Secondary General Service and Secondary General Service Net Metering</b>	<b>Rate 16</b>
<b>Primary General Service</b>	<b>Rate 16P</b>
<b>Transmission General Service</b>	<b>Rate 16T</b>
<b>State University General Service</b>	<b>Rate 16U</b>
<b>Large Municipal Service</b>	<b>Rate 17</b>
<b>Street Lighting Service</b>	<b>Rate 18</b>
<b>General Religious Service</b>	<b>Rate 19</b>
<b>Small Municipal &amp; School Service</b>	<b>Rate 21</b>
<b>Optional Time-of-Use Service Rider</b>	
<b>Guard Light Service</b>	
<b>Flood Light Service</b>	
<b>Miscellaneous Service Charges</b>	
<b>Power Cost Recovery Factor</b>	



## **GENERAL TERMS AND CONDITIONS**

### **I. STATEMENT OF PURPOSE**

In order that all Customers (as defined below) may receive uniform, efficient, and adequate Service, electric Service will be supplied to and accepted by all Customers receiving Service from the City of Lubbock's municipally owned electric utility, Lubbock Power & Light (sometimes referred to herein as "LP&L"), in accordance with these General Terms and Conditions, including the Rate Schedule. For purposes of this Tariff, "Customer" shall mean any individual, person, firm, corporation or other legal entity receiving Service from LP&L. All references herein to either the City of Lubbock or LP&L shall be inclusive of the other.

### **II. DEFINITIONS**

The following terms, when used in these General Terms and Conditions, Rate Schedules and Service agreements, shall have the meanings given below, unless otherwise indicated. These definitions do not modify more technical definitions for terms provided in other LP&L policies and/or standards pertaining to Service(s).

AMI – means Advanced Metering Infrastructure. AMI is the system that collects and communicates energy usage between an advanced utility Meter and LP&L.

Applicant – shall mean any individual, person, firm, corporation, or other legal entity, who is in the process of applying for Service from LP&L, but for whom Service has not yet been approved.

Critical Care Residential Customer – means a "critical care residential customer" as defined in Section 17.002(3-a), Texas Utilities Code, as a residential customer who has a person permanently residing in the customer's home who has been diagnosed by a physician as being dependent upon an electric-powered medical device to sustain life.

Critical Load Industrial Customer – means a "critical load industrial customer" as defined in Section 17.002(3-b), Texas Utilities Code, as an industrial customer for whom an interruption or suspension of electric service will create a dangerous or life-threatening condition on the customer's premises.

Customer – has the meaning assigned to it in Article I of these General Terms and Conditions.

Customer's Installation – means, 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.

Distributed Generation – means electrical generation and storage systems with 10 kW or less of capacity for residential Customers or 200kW or less or has been approved by an LP&L engineering study for commercial Customers, installed at or near Customer’s Premises. Examples of Distributed Generation include, but are not limited to, solar photovoltaic or wind technology.

ERCOT – means the Electric Reliability Council of Texas, Inc.

Facilities – means all buildings, structures, Meters, and equipment of LP&L, including all tangible and intangible property, without limitation, owned, operated, leased, licensed, used, controlled, or supplied for, by, or in connection with LP&L operations and provision of Service.

General Terms and Conditions – means the written statement of terms and conditions by which Service is offered, connected, provided, refused, disconnected, interrupted, suspended, reconnected, and the respective rights, obligations, exemptions, and liabilities of Customers and LP&L.

Interconnection Agreement – shall mean the Interconnection Agreement approved by the Electric Utility Board on December 15, 2021, EUB Resolution No. EUB 2021-R0092, as it may be amended from time to time, or the Interconnection Agreement applicable at the time Customer signed if Customer executed same prior to January 17, 2022.

LP&L – means Lubbock Power & Light and the City of Lubbock.

Meter – means the metering device and any auxiliary equipment, whether physical or virtual, as specified, supplied, owned and operated by LP&L that measures the quantity of electric energy and gathers billing data to determine the charges for Service(s) provided by LP&L. A Meter shall not be considered part of Customer’s Installation and Customer shall not be authorized to purchase, install, remove and/or operate a Meter. The term Meter is inclusive of both AMI Meters and Non-Standard Meters.

Miscellaneous Service Charges – means the Rate Schedule, entitled “Miscellaneous Service Charges,” as it may be amended and updated from time to time.

Net Metering Customer – has the meaning assigned to it in Rates 5 and 16, as applicable.

Non-Standard Meter – means any LP&L approved non-AMI meter that measures electric energy.

Point of Delivery – means, in general, the physical point where the electric energy first leaves the Service Installation and enters Customer’s Installation.

PPA – means a power purchase agreement.

Premises – means a tract of land, real estate or related commonly used tracts, including buildings or locations where Customer is eligible to receive Service.

Rate or Rate Schedule – means the written statement of terms, including Customer classification, which reflects the compensation, tariff, charge or fee that is directly or indirectly demanded, charged, or collected by LP&L for Service(s), and includes but is not limited to all rates.

Service – means electric Service in the broadest and most inclusive sense, and includes any and all acts done, rendered, or performed and any and all things furnished, used or supplied, including Facilities by LP&L.

Service Installation – means the Facilities that are located on Customer's Premises that are installed to provide Service to Customer.

Service Territory – means the certificated service area to which LP&L provides Service as approved by the Public Utility Commission of Texas.

SPP – means the Southwest Power Pool, Inc.

Tariff – means these General Terms and Conditions and the Rate Schedules incorporated herein.

### III. PROVISION OF SERVICE

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 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 Customer's Installations.

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, Attention: City of Lubbock Utilities Customer Service, 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. Back-billing shall not exceed a period of six months, if it is found that a higher rate or charge should have

been applied to Customer, and Customer has no fault in the incorrect Rate or charge. For instances of overbilling, the Customer's bill shall be corrected for the entire period of the overbilling.

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

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 OCCASSIONAL 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.
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 ERCOT or SPP.

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.

4. **Disclaimer of Warranties.** **LP&L AND THE CITY 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. **Discontinuance, Suspension and Refusal of Service.** In addition to and in conjunction with any other federal, state or local law regarding discontinuance, suspension or refusal of utility service, LP&L may discontinue, suspend or refuse to supply Service to any Customer for the following reasons:
  - a. **Disconnection with notice.** LP&L may disconnect Service after proper notice for any of the following reasons:
    - (i) failure to pay a bill for Service or failure to comply with the terms of any agreed payment plan;
    - (ii) failure to pay a deposit as required by these General Terms and Conditions;
    - (iii) for any other reason whereby LP&L is legally entitled to disconnect Service with notice; or
    - (iv) for failure to comply with these General Terms and Conditions.
  
  - b. **Disconnection without notice.** LP&L may disconnect Service without prior notice for any of the following reasons:
    - (i) where a known dangerous condition exists for as long as the condition exists;
    - (ii) where Service is connected without authority by a person who has not made application for Service;
    - (iii) where Service was reconnected without authority after termination for nonpayment;
    - (iv) failure to comply with the terms of any agreed payment plan where such plan provides for disconnection without further notice;
    - (v) where there has been tampering with or extension of LP&L's equipment, Facilities, or evidence of theft of Service;
    - (vi) for any other reason whereby LP&L is legally entitled to disconnect Service without notice; or
    - (v) any other unauthorized use, including the sale or resale of Service.
  
  - c. **Refusal of Service.** LP&L may refuse to serve an Applicant for any of the following reasons:
    - (i) Applicant's installation or equipment, including but not limited to the Meter base, is known to be hazardous or of such a character that safe or satisfactory Service cannot be given;

- (ii) Applicant owes a debt to LP&L for Service;
- (iii) Applicant applies for Service at a location where another Customer received, or continues to receive, Service and the Service bill is unpaid at that location, if the change in identity is made in an attempt to assist the other Customer avoid or evade payment. An Applicant may request the Director of Electric Utilities, by providing notice as specified below, to review a decision to not provide Service due to a staff determination of an intent to deceive. Notice shall be provided in writing to the Director of Electric Utilities, at 1314 Avenue K, Lubbock, Texas 79401, not later than seven (7) calendar days after the Applicant is informed of the reason for refusal to connect;
- (iv) The Applicant fails to make a deposit if required do so under these General Terms and Conditions or Rate Schedule.
- (v) The Applicant does not provide true and accurate information to LP&L in its application for Service, or is not authorized to make an application for Service for the Premises;
- (vi) Evidence of unauthorized re-metering, sub-metering, or resale of Service; or
- (vii) A violation of these General Terms & Conditions, Rate Schedule, or Customer's Service agreement, as applicable.

d. Connection, Disconnection, and Reconnection.

- (i) Only LP&L employees, its agents, or other lawful officials who are authorized by LP&L have the authority to connect, disconnect, or reconnect Service either remotely or on the Premises. Service connection, disconnection or reconnection performed by any other person will be considered as an unauthorized act and appropriate action may be taken consistent with any legal remedies available to LP&L, including but not limited to, criminal prosecution.
- (ii) Customer is responsible for any fees and/or miscellaneous charges associated with any connection, disconnection and/or reconnection activities. Upon Customer's correction of the reasons for disconnection, LP&L shall reconnect the Service subject to Customer's payment of standard reconnect fees assessed in accordance with the Miscellaneous Service Charges, if any.

6. Customer Liabilities. Customer is responsible and liable for Customer's Installation, or other buildings, or facilities at and past the Customer's side of the Point of Delivery of Service including but not limited to:

- a. Excessive consumption caused by Customer's Installation;
- b. Damage caused by an open valve or circuit after Service initiation;
- c. A violation of the General Terms & Conditions, including Meter tampering, theft of Service, unlawful use of Service, or damage to the Facilities;



- d. Any loss or damage to LP&L, the Facilities, or third party facilities required to provide Service caused by or arising out of Customer's overloading or due to carelessness, neglect, or misuse by Customer or other person(s); or
- e. Any loss or damage to LP&L, the Facilities, or third party facilities caused by electrical backfeed or other negligent or intentional misuse of Distributed Generation connected to the Facilities, regardless of whether such equipment is approved through an Interconnection Agreement with LP&L, as applicable.

The cost of any damage or loss to LP&L or any third parties, due to the reasons stated above shall be the responsibility of the Customer.

7. Deposits. LP&L may require a deposit for Service, in accordance with the following terms and conditions:

- a. LP&L may require a deposit from the Applicant in an amount equal to ONE-SIXTH (1/6) of the reasonable and good-faith estimate of annual billings of the Premises or ONE HUNDRED THIRTY FIVE AND NO/100 DOLLARS (\$135.00), as determined by written policy of the Director of Electric Utilities, except as provided herein.
- b. A residential Applicant may be exempt from the deposit requirement if any of the following conditions are met by the Applicant:
  - (i) The Applicant produces, to the satisfaction of LP&L, proof that during the two years prior to applying for Service from LP&L, the Applicant was a customer of a utility providing electric service or was a customer of one or more of the City of Lubbock utility services for at least twelve (12) consecutive months; and
    - 1) While a customer, the Applicant was not delinquent in paying for any utility service on more than one occasion; and while a customer, the Applicant never had any of the utility services subject to interruption for nonpayment; or
    - 2) the Applicant demonstrates adequate and available credit, to the satisfaction of LP&L, by producing evidence of creditworthiness in the Applicant's name from a utility providing electric service of whom the primary Applicant was a customer; or
    - 3) the Applicant is at least sixty-five (65) years of age and has no outstanding account balance with a utility for utility service including City of Lubbock utility services that accrued within the last two years.
  - (ii) the Applicant has been determined to be a victim of family violence as defined in the Texas Family Code §71.004, by a family violence center as defined in Texas Human Resources Code § 51.002, by treating medical personnel, by law enforcement personnel, by the Office of a Texas District Attorney or County Attorney, by the Office of the Attorney General, or by a grantee of the Texas Equal

Access to Justice Foundation. This determination shall be evidenced by submission of a certification letter developed by the Texas Council on Family Violence. The certification letter may be submitted directly to LP&L.

- c. A residential Customer who is exempted from the deposit requirement under Section 7(b) may have the exemption withdrawn and a deposit applied to the account if the Customer is no longer able to demonstrate creditworthiness. Events that are considered in this determination include but are not limited to:
  - (i) the Customer's account for Services becomes delinquent;
  - (ii) the Customer's Services are interrupted due to non-payment;
  - (iii) payment for Services has been returned to LP&L / City of Lubbock Utilities as a dishonored payment;
  - (iv) tampering with LP&L's Facilities, or theft of Service, has been found; or
  - (v) the Customer fails to comply with the terms of any agreed payment plan.
- d. Residential Deposit Refund: Customers from whom a deposit has been collected shall be eligible for a refund of said deposit after the Customer has paid bills for Service for twelve (12) consecutive residential billings and during this twelve (12) month period, demonstrated creditworthiness as defined in Section 7(b).
- e. An Applicant for non-residential Service shall be exempt from the deposit requirement if any of the following conditions are met by the Applicant:
  - (i) Proof that during the two years prior to applying for Service from LP&L, the Applicant was a customer of a utility providing electric service or was a customer of one or more of the City of Lubbock utility services for at least twelve (12) consecutive months; and is not currently delinquent in payment of any such utility service account;
  - (ii) While a customer of a utility providing electric service or a customer of one or more of the City of Lubbock utility services, the Applicant was not delinquent in paying for any service on more than one occasion;
  - (iii) While a customer of a utility providing electric service or a customer of one or more of the City of Lubbock utility services, the Applicant never had any of the services subject to interruption for nonpayment.
  - (iv) The Applicant demonstrates adequate and available credit, to the satisfaction of LP&L, by producing evidence of creditworthiness in the Applicant's name from a utility providing electric service of whom the primary Applicant was a customer. Additional forms of creditworthiness include Surety Bonds and Letter of Guarantee.

Both of these mechanisms must guarantee payment to the utility in the event the Applicant defaults.

- f. A non-residential Customer who is exempted from the deposit requirement under Section 7(e) may have the exemption withdrawn and a deposit applied to the account if the Customer is no longer able to demonstrate creditworthiness. Events that are considered in this determination include but are not limited to:
    - (i) the Customer's account for Services become delinquent;
    - (ii) the Customer's Services are interrupted due to non-payment;
    - (iii) payment for Services has been returned to LP&L / City of Lubbock Utilities as a dishonored payment;
    - (iv) tampering with LP&L's Facilities, or theft of Service, has been found; or
    - (v) the Customer fails to comply with the terms of any agreed payment plan.
  - g. A non-residential Deposit Refund: Customers from whom a deposit has been collected shall be eligible for a refund of said deposit after the Customer has paid bills for Service for twenty-four (24) consecutive non-residential billings and during this twenty-four (24) month period, demonstrated creditworthiness as defined in Section 7(e).
  - h. Refunds to eligible Customers shall be made promptly either in the form of a check payable to the Customer or as a credit to the Customer's bill, as determined at the sole discretion of LP&L. A Customer who received a refund of their deposit may have the deposit requirement reapplied if the Customer no longer demonstrates creditworthiness and defined in Section 7(b) and (e).
  - i. LP&L shall keep the following records for all deposits collected by LP&L pursuant to this Section:
    - (i) the name and address of each depositor;
    - (ii) the amount and date of the deposit; and
    - (iii) each transaction concerning the deposit.
  - j. Any deposit not previously refunded to Customer or credited to Customer's account as provided herein shall be credited to Customer's final bill for Service. Upon LP&L's entry into retail competition or when a Customer otherwise closes an account, if the deposit exceeds the final electric charges such that Customer has a credit balance, LP&L will mail a check to the Customer's address on file for the amount of the credit balance.
8. Right of Way. By accepting Service under this Tariff, Customer provides, at no expense to LP&L, valid easements and rights-of-way, as required by LP&L, for installation of an electric distribution system, or other Facilities, to provide Service to Customer on the Premises. Subject to and in conjunction with all other applicable federal, state and local laws and regulations, LP&L shall have the right to clear its distribution system and Service Installation, of any interfering tree, shrub, or other

obstruction and shall have the right to determine and maintain the amount of clearance it deems necessary in accordance with good utility practices and applicable law. Customer shall maintain all required clearances around Service Installation, Meters, and metering equipment satisfactory to LP&L. Customer shall not obstruct LP&L access to or around the Facilities, Service Installation, or equipment. If such obstruction(s) must be removed in order to provide, maintain, or operate Service, LP&L may charge Customer the actual costs associated with such actions at its sole discretion.

9. Meters and Metering.

- a. LP&L owns, furnishes, installs, programs, calibrates, tests and maintains all Meters (but not Meter bases) and all associated Facilities, used for retail billing and settlement purposes in the Service Territory.
- b. In case of unauthorized re-metering, sale or resale of Service, extension, Service connection or reconnection, other disposition of Service, Meter tampering, other alteration, or theft, LP&L may, without prior notice to any party, immediately discontinue Service until and unless all unauthorized activity ceases and full payment is made by Customer to LP&L for all applicable replacement and/or Service charges in accordance with the applicable sections of this Tariff. Full payment may include monthly billings from the applicable Rate Schedules, including without limitation Miscellaneous Service Charges, estimated or actual past electrical usage, and charges for LP&L's expenses incurred in correcting Customer's unauthorized activities.
- c. LP&L shall install or utilize an AMI Meter at Customer's Premises unless Customer requests a Non-Standard Meter, and such request is accepted, and Customer complies with the terms of provisions of such Non-Standard Meter, including the payment of any applicable fees or Rates.

10. Access to Premises. LP&L or its authorized agents shall have safe access at all reasonable hours to the Premises to construct, operate, improve, reconstruct, replace, repair, inspect, patrol, maintain, add, or remove Facilities, Service Installation, Meters, including Meter reading, and all other purposes incident to supplying of Service. In the event such safe access is obstructed or otherwise made unavailable, LP&L may take any actions authorized by law, this Tariff, or otherwise to gain access to the Premises.

11. Voltage Tolerances. LP&L may measure and record voltage levels at Customer's billing Meter. Voltages outside of the Acceptable Range, as defined below, will be corrected as soon as possible by LP&L. For purposes of the Tariff, voltages within the Acceptable Range shall be deemed consistent with proper electric utility Service and good utility practice.

Nominal Voltage (Volts)	Acceptable Range (Volts)
120	110-127
208	191-220
240	220-254
277	254-293
480	440-508

12. Agreed Payment Arrangement. LP&L may allow a Customer to pay an outstanding bill in installments, and if Customer pays according to the agreed upon arrangement, the Customer will avoid disconnection for non-payment. In such event, the Customer may establish a payment arrangement by contacting LP&L in person, by telephone or by any other electronic communication approved by LP&L. Any such agreed payment arrangement shall be subject to all the following terms and conditions.
- a. The agreed payment arrangement must be in writing.
  - b. The Director of Electric Utilities may include terms and conditions consistent with the Tariff and applicable federal, state, and local law and regulations.
  - c. In the event of a conflict between a written agreed payment arrangement and the Tariff, unless otherwise provided by in agreed payment arrangement, the terms and conditions of the Tariff shall control.
  - d. Failure to pay according to the payment arrangement may result in disconnection of Service to Customer.
  - e. No agreed payment arrangements can extend beyond September 30, 2023.
13. Right to Amend. The Tariff may be amended or modified by LP&L through a written instrument duly executed by the City Council of the City of Lubbock, and as provided herein by delegation of the City Council of the City of Lubbock, without further notice provided to Customer, except as otherwise required by law.
14. Critical Care Residential Customers and Critical Load Industrial Customers.
- a. Procedure for Qualification. LP&L will designate Critical Care Residential Customers and Critical Load Industrial Customers in accordance with Texas Utilities Code Section 17.005(f), and follow any

procedures as may be required by Texas Utilities Code Section 17.005(f), and the rules promulgated thereunder.

- b. Designation as a Critical Care Residential Customer or Critical Load Industrial Customer under this Section does not relieve Customer of the obligation to pay LP&L for Service(s) rendered, does not prevent disconnection for nonpayment or other reasons provided in this Tariff, and does not prohibit LP&L from utilizing any approved collection methods for recovering the obligation. An enrolled Critical Care Residential Customer or Critical Load Industrial Customer may also request information from LP&L regarding eligibility requirements for deferred payment arrangements and/or payment assistance programs.
  - c. No Guarantee of Service. Designation as a Critical Care Residential Customer or Critical Load Industrial Customer does not guarantee uninterrupted Service. Specifically, Service may be interrupted as provided herein.
15. Severability. If any portion of this Tariff is held unenforceable by a court of competent jurisdiction, the remainder of the Tariff shall not be affected and shall remain fully in force and enforceable. To the extent permitted by applicable laws, the Customer hereby waives any provision of applicable law that renders any provision hereof prohibited or unenforceable in any respect. Furthermore, in lieu of each such illegal, invalid, or unenforceable provision, there shall be provisions added automatically as part of this Tariff to replace such illegal, invalid, or unenforceable provision with a legal, valid, and enforceable provision, the economic effect of which comes as close as possible to that of the illegal, invalid, or unenforceable provision.
  16. Meter Aggregation. LP&L will bill each Meter as a single Meter. Customers with multiple Meters that are rendered to a contiguous area, or that are metered across a dedicated street or alley will be billed on a per Meter basis with no aggregation of those Meters for billing purposes. Subject to mutual agreement by Customer and LP&L, multiple Meters may be electronically or digitally totalized.
  17. Interconnection. No Customer may interconnect any Distributed Generation to the system of LP&L, unless and until an Interconnection Agreement is entered into by Customer and LP&L. A Customer interconnecting Distributed Generation to the system of LP&L agrees to abide by the Interconnection Guidelines or Interconnection Agreement, as applicable, the PUC rules, and ERCOT Protocols regarding same.

18. Applicable Law. **The laws of the State of Texas shall govern the validity, performance and enforcement of this Tariff and the venue for any legal proceedings shall lie solely in courts of competent jurisdiction located in Lubbock County, Texas.**
  
19. Transition to Customer Choice. LP&L expects to transition to Customer retail choice in the Fall of 2023. To meet the necessary timelines for this transition, certain Terms and Conditions and Rate Schedules may need to be revised in an expedited fashion. The City Council of the City of Lubbock hereby delegates authority to the Electric Utility Board to modify or supplement these General Terms and Conditions and Rate Schedules contained herein, effective as of February 1, 2023. Upon such approval by the Electric Utility Board, any such modifications or additions shall be posted on LP&L's website with this Tariff. Any such modifications or additions will be effective as of the date they are approved by the Electric Utility Board. This delegation extends only to terms, conditions, and business processes, and does not extend to changing the amounts of any rates contained herein, unless otherwise provided in this Tariff.



## RESIDENTIAL STANDARD SERVICE

### Rate 1

<b>APPLICABLE:</b>	To residential Customers for Service used for domestic purposes in private residences and separately metered individual apartments when all Service is supplied at the Point of Delivery and measured through one Meter, where Customer's Installation has adequate capacity and suitable voltage are adjacent to the Premises. Single-phase motors not to exceed 10 horsepower, individual capacity, may be served under this rate.
<b>TERRITORY:</b>	LP&L Service Territory
<b>RATE:</b>	Service Availability Charge:               \$8.07 per month per Meter  Energy Charge:                                 \$0.03381 per kWh
<b>PRORATING:</b>	LP&L may prorate monthly fees according to policies and procedures adopted by the Director of Electric Utilities.
<b>POWER COST RECOVERY FACTOR:</b>	The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current LP&L "Power Cost Recovery Factor".
<b>FRANCHISE FEE EQUIVALENT:</b>	The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.
<b>TAX:</b>	Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.
<b>BUDGET BILLING:</b>	Budget billing is a program that allows a Customer to pay a specified amount each month instead of paying the actual billed amount. No new Customers will be enrolled in budget billing beginning October 1, 2022. Beginning February 1, 2023, the Director of Electric Utilities may phase out or end budget billing on the schedule that the Director of Electric Utilities deems appropriate for Customers enrolled in budget billing prior to October 1, 2022.



**TERMS OF PAYMENT:** Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21<sup>st</sup> day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

**CHARACTER OF SERVICE:** AC. 60 hertz. Single-phase 120/240 volts. Three-phase 240 volts where available on secondary.

**TERMS & CONDITIONS:** Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.

**EFFECTIVE DATE:** For all Meters read by LP&L on or after February 1, 2023



**RESIDENTIAL  
ELECTRIC SPACE HEATING SERVICE**

**Rate 3**

<b>APPLICABLE:</b>	To residential Customers for Service with predominant electric space heating used for domestic purposes in private residences and separately metered individual apartments 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 are adjacent to the Premises to be served. Single-phase motors not to exceed 10 horsepower, individual capacity, may be served under this rate. Electric space heating includes permanently installed whole house space heating equipment in regular use, including heat pumps and electric resistance heating and excluding bathroom heaters.				
<b>TERRITORY:</b>	LP&L Service Territory				
<b>RATE:</b>	<table> <tr> <td>Service Availability Charge:</td> <td>\$8.07 per month per Meter</td> </tr> <tr> <td>Energy Charge:</td> <td>\$0.02921 per kWh</td> </tr> </table>	Service Availability Charge:	\$8.07 per month per Meter	Energy Charge:	\$0.02921 per kWh
Service Availability Charge:	\$8.07 per month per Meter				
Energy Charge:	\$0.02921 per kWh				
<b>PRORATING:</b>	LP&L may prorate monthly fees according to policies and procedures adopted by the Director of Electric Utilities.				
<b>POWER COST RECOVERY FACTOR:</b>	The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt-hour as provided in the current LP&L "Power Cost Recovery Factor".				
<b>FRANCHISE FEE EQUIVALENT:</b>	The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.				
<b>TAX:</b>	Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Service rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.				

<b>BUDGET BILLING:</b>	Budget billing is a program that allows a Customer to pay a specified amount each month instead of paying the actual billed amount. No new Customers will be enrolled in budget billing beginning October 1, 2022. Beginning February 1, 2023, the Director of Electric Utilities may phase out or end budget billing on the schedule that the Director of Electric Utilities deems appropriate for Customers enrolled in budget billing prior to October 1, 2022.
<b>TERMS OF PAYMENT:</b>	Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21 <sup>st</sup> day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.
<b>CHARACTER OF SERVICE:</b>	AC. 60 hertz. Single-phase 120/240 volts. Three-phase 240 volts where available on secondary.
<b>TERMS &amp; CONDITIONS:</b>	Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.
<b>EFFECTIVE DATE:</b>	For all Meters read by LP&L on or after February 1, 2023.



## RESIDENTIAL NET METERING SERVICE

### Rate 5

**APPLICABLE:**

To residential Customers for Service used for domestic purposes in private residences and separately metered individual apartments 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 are adjacent to the Premises. Single-phase motors not to exceed 10 horsepower, individual capacity, may be served under this rate.

This rate is available to Net Metering Customers only. Net Metering Customers are defined as Customers who have installed residential solar technology capable of producing less than 10kW as distributed generation on the Customer side of the LP&L Meter. As a condition of Service under this Rate Schedule, all Net Metering Customers must sign an Interconnection Agreement. Customers that qualify for this rate will receive credit in kWh generated against kWh consumed in one billing period. kWh credits will only offset up to the amount of kWh consumed in each billing period.

In the event a Net Metering Customer interconnects Distributed Generation to the LP&L system, such Net Metering Customer shall either (i) enter into an Interconnection Agreement, as described and required herein; or (ii) be subject to immediate disconnection from the LP&L system.

**TERRITORY:**

LP&L Service Territory

**RATE:**

Service Availability Charge: \$30.43 per month per Meter

Summer Energy Charge ( $\leq 1,000$ kWh):	\$0.01292 per kWh
Summer Energy Charge ( $> 1,000$ kWh):	\$0.02349 per kWh

Non-Summer Energy Charge ( $\leq 1,000$ kWh):	\$0.00397 per kWh
Non-Summer Energy Charge ( $> 1,000$ kWh):	\$0.01175 per kWh

**PRORATING:**

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

**NON-SUMMER  
MONTHS:**

The billing months of October through May

<b>SUMMER MONTHS:</b>	The billing months of June through September
<b>POWER COST RECOVERY FACTOR:</b>	The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current LP&L “Power Cost Recovery Factor”.
<b>FRANCHISE FEE EQUIVALENT:</b>	The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.
<b>TAX:</b>	Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.
<b>BUDGET BILLING:</b>	Budget billing is a program that allows a Customer to pay a specified amount each month instead of paying the actual billed amount. No new Customers will be enrolled in budget billing beginning October 1, 2022. Beginning February 1, 2023, the Director of Electric Utilities may phase out or end budget billing on the schedule that the Director of Electric Utilities deems appropriate for Customers enrolled in budget billing prior to October 1, 2022.
<b>TERMS OF PAYMENT:</b>	Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.
<b>CHARACTER OF SERVICE:</b>	AC. 60 hertz. Single-phase 120/240 volts. Three-phase 240 volts where available on secondary.
<b>TERMS &amp; CONDITIONS:</b>	Service supplied under this rate is subject to the terms and conditions set forth in LP&L’s General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.
<b>EFFECTIVE DATE:</b>	For all Meters read by LP&L on or after February 1, 2023.



## SMALL GENERAL SERVICE

### Rate 10

<b>APPLICABLE:</b>	To commercial Customers for Service supplied at secondary voltage 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 are adjacent to the Premises, and whose load does not exceed 10 kW of demand in any month. Single-phase motors not to exceed 10 horsepower, individual capacity, may be served under this rate. Youth-oriented (18 years of age and younger) non-profit sports leagues utilizing Service for sports field lighting at municipally owned outdoor facilities may be served under this rate regardless of demand. Meters in which the load exceeds 10 kW of demand in any month will be assigned to Rate 16 (Secondary General Service) and will not be eligible to be reassigned to Rate 10 until there have been 12 consecutive months where loads have not exceeded 10 kW of demand.	
	Not applicable to temporary, breakdown, standby, supplementary, resale or shared Service.	
<b>TERRITORY:</b>	LP&L Service Territory	
<b>RATE:</b>	Service Availability Charge:	\$13.55 per month per Meter
	Energy Charge:	\$0.01987 per kWh
<b>PRORATING:</b>	LP&L may prorate monthly fees according to policies and procedures adopted by the Director of Electric Utilities.	
<b>POWER COST RECOVERY FACTOR:</b>	The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current LP&L "Power Cost Recovery Factor".	
<b>FRANCHISE FEE EQUIVALENT:</b>	The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.	

- TAX:** Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.
- TERMS OF PAYMENT:** Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21<sup>st</sup> day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.
- CHARACTER OF SERVICE:** AC. 60 hertz. Single-phase 120/240 volts. Three-phase 240 volts where available on secondary.
- TERMS & CONDITIONS:** Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Rate Schedule as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.
- EFFECTIVE DATE:** For all Meters read by LP&L on or after February 1, 2023.



## SMALL GENERAL NET METERING SERVICE

### Rate 11

#### APPLICABLE:

To commercial Customers for Service supplied at secondary voltage 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 are adjacent to the Premises, and whose load does not exceed 10 kW of demand in any month. Meters in which the load exceeds 10 kW of demand in any month will be assigned to Rate 16 (Secondary General Service) and will not be eligible to be reassigned to Rate 11 until there have been 12 consecutive months where loads have not exceeded 10 kW of demand. Single-phase motors not to exceed 10 horsepower, individual capacity, may be served under this rate.

This rate is available to Net Metering Customers only. As a condition of Service under this Rate Schedule, all Net Metering Customers on this rate must sign an Interconnection Agreement. Net Metering Customers that qualify for this rate will receive credit in kWh generated against kWh consumed in one billing period. kWh credits will only offset up to the amount of kWh consumed in each billing period.

Not applicable to temporary, breakdown, standby, supplementary, resale or shared Service.

In the event a Net Metering Customer interconnects Distributed Generation to the LP&L system, such Net Metering Customer shall either (i) enter into an Interconnection Agreement, as described and required herein; or (ii) be subject to immediate disconnection from the LP&L system.

#### TERRITORY:

LP&L Service Territory

#### RATE:

Service Availability Charge:	\$28.77 per month
Energy Charge ( $\leq 1,000$ kWh):	\$0.00076 per kWh
Energy Charge ( $> 1,000$ kWh):	\$0.01878 per kWh

#### PRORATING:

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



<b>POWER COST RECOVERY FACTOR:</b>	The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current LP&L “Power Cost Recovery Factor”.
<b>FRANCHISE FEE EQUIVALENT:</b>	The charge of the above rate may be increased (i) for competitive purposes, by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any competing electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.
<b>TAX:</b>	Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Service rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.
<b>TERMS OF PAYMENT:</b>	Payment due on receipt. A late charge of 5% will be added to all bills not paid within 21 days after bill date. If the 21 <sup>st</sup> day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.
<b>CHARACTER OF SERVICE:</b>	AC. 60 hertz. Single-phase 120/240 volts. Three-phase 240 volts where available on secondary.
<b>TERMS &amp; CONDITIONS:</b>	Service supplied under this rate is subject to the terms and conditions set forth in LP&L’s General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock. In the event a Net Metering Customer entitled to Service under Rate 11 is a purchaser under a power purchase agreement (“PPA”) with LP&L, in which the rates for Service and power to such Net Metering Customer are provided therein, such rates payable by Net Metering Customer shall be as provided in the PPA (in lieu of this Tariff), so long as such PPA shall remain valid and subsisting and enforceable against Net Metering Customer. Further, in such instance, in the event of a conflict between this Tariff and the PPA, the terms of the PPA shall control.
<b>EFFECTIVE DATE:</b>	For all Meters read by LP&L on or after February 1, 2023.



## LARGE SCHOOL SERVICE

### Rate 15

#### APPLICABLE:

To all public and private school facilities supplied at secondary voltage for school 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 are adjacent to the Premises and whose load exceeds 10 kW of demand in any month. Meters on this rate with loads that drop to 10 kW of demand or below will be eligible to be reassigned to Rate 21 (Small Municipal and School Service) only after 12 consecutive months where loads have not exceeded 10 kW of demand.

Not applicable to temporary, breakdown, standby, supplementary, resale or shared Service, or to Service for which a specific Rate Schedule is provided.

#### TERRITORY:

LP&L Service Territory

#### RATE:

Service Availability Charge: \$39.74 per month per Meter

Energy Charge: \$0.00049 per kWh

Demand Charge: \$5.77410 per kW

#### PRORATING:

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

#### DEMAND:

LP&L will furnish at its expense the necessary metering equipment to measure the Customer's kW demand for the 15 or 30-minute period (as applicable per LP&L's metering technology selected) of greatest use during the month. In the absence of a demand Meter, the Customer's demand will be billed using the monthly kilowatt-hours and an average load factor of 41.30 percent. In no month, shall the billing demand be greater than the kW value determined by dividing the kWh sales for the billing period by 21 hours.

#### POWER COST RECOVERY FACTOR:

The charge per kilowatt and kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt and kilowatt hour as provided in the current LP&L "Power Cost Recovery Factor".

<b>FRANCHISE FEE EQUIVALENT:</b>	The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.
<b>TAX:</b>	Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.
<b>POWER FACTOR:</b>	<p>Applicable to Customers on this Rate Schedule with a peak demand of 200 kW or greater. At all times, Customer will maintain at the Point of Delivery, a power factor of not less than 85% lagging.</p> <p>Where Customer's Installation fails to maintain a power factor of at least 85% lagging at LP&amp;L's 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&amp;L's system.</p>
<b>TERMS OF PAYMENT:</b>	Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21 <sup>st</sup> day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.
<b>CHARACTER OF SERVICE:</b>	AC. 60 hertz. Single-phase or three-phase, at one available standard voltage.
<b>TERMS &amp; CONDITIONS:</b>	Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.
<b>EFFECTIVE DATE:</b>	For all Meters read by LP&L on or after February 1, 2023.



**SECONDARY GENERAL SERVICE AND  
SECONDARY GENERAL SERVICE NET METERING**

**Rate 16**

**APPLICABLE:**

To all commercial and industrial Customers for Service supplied at secondary voltage 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 are adjacent to the Premises and whose load exceeds 10 kW of demand in any month. Meters on this rate with loads that drop to 10 kW of demand or below will be eligible to be reassigned to Rate 10 (Small General Service) only after 12 consecutive months where loads have not exceeded 10 kW of demand.

This rate is also available for Net Metering Customers. As a condition of Service under this Rate Schedule, all Net Metering Customers with installed non-residential solar or wind technology capable of producing less than 200kW as Distributed Generation must sign an Interconnection Agreement. Net Metering Customers that qualify for this rate will receive credit in kWh generated against kWh consumed in one billing period. kWh credits will only offset up to the amount of kWh consumed in each billing period. Demand will be billed as maximum demand greater than zero.

Not applicable to temporary, breakdown, standby, supplementary, resale or shared Service.

In the event a Net Metering Customer interconnects Distributed Generation to the LP&L system, such Net Metering Customer shall either (i) enter into an Interconnection Agreement, as described and required herein; or (ii) be subject to immediate disconnection from the LP&L system.

**TERRITORY:**

LP&L Service Territory

**RATE:**

Service Availability Charge:	\$28.56 per month per Meter
Energy Charge:	\$0.00080 per kWh
Summer Demand Charge:	\$8.00922 per kW
Non-Summer Demand Charge:	\$4.28400 per kW

<b>PRORATING:</b>	LP&L may prorate monthly fees according to policies and procedures adopted by the Director of Electric Utilities.
<b>NON-SUMMER MONTHS:</b>	The billing months of October through May
<b>SUMMER MONTHS:</b>	The billing months of June through September
<b>DEMAND:</b>	LP&L will furnish at its expense the necessary metering equipment to measure Customer's kW demand for the 15 or 30-minute period (as applicable per LP&L's metering technology selected) of greatest use during the month. In the absence of a demand meter, the Customer's demand will be billed using the monthly kilowatt-hours and an average load factor of 57.01 percent. In no month, shall the billing demand be greater than the kW value determined by dividing the kWh sales for the billing period by 21 hours. There will be no demand cap for Net Metering Customers.
<b>POWER COST RECOVERY FACTOR:</b>	The charge per kilowatt and kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt and kilowatt hour as provided in the current LP&L "Power Cost Recovery Factor".
<b>FRANCHISE FEE EQUIVALENT:</b>	The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.
<b>TAX:</b>	Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.
<b>POWER FACTOR:</b>	Applicable to Customers on this Rate Schedule with a peak demand of 200 kW or greater. At all times, Customer will maintain at LP&L's Point of Delivery, a power factor of not less than 85% lagging. Where Customer's Installation fails to maintain a power factor of at least 85% lagging at LP&L's 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.

---

<b>TERMS OF PAYMENT:</b>	Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21 <sup>st</sup> day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.
<b>CHARACTER OF SERVICE:</b>	AC. 60 hertz. Single-phase or three-phase, at one available standard voltage.
<b>TERMS &amp; CONDITIONS:</b>	Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock. In the event a Customer entitled to Service under Rate 16 is a purchaser under a power purchase agreement ("PPA") with LP&L, in which the rates for Service to such Customer are provided therein, such rates payable by Customer shall be as provided in the PPA (in lieu of this Tariff), so long as such PPA shall remain valid and subsisting and enforceable against Customer. Further, in such instance, in the event of a conflict between this Tariff and the PPA, the terms of the PPA shall control.
<b>EFFECTIVE DATE:</b>	For all Meters read by LP&L on or after February 1, 2023.



## PRIMARY GENERAL SERVICE

### Rate 16P

<b>APPLICABLE:</b>	To all commercial and industrial Customers for Service supplied at primary voltage 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 are adjacent to the Premises.	
	Not applicable to temporary, breakdown, standby, supplementary, resale or shared Service.	
<b>TERRITORY:</b>	LP&L Service Territory	
<b>RATE:</b>	Service Availability Charge:	\$310.44 per month per Meter
	Energy Charge:	\$0.00057 per kWh
	Demand Charge:	\$5.15323 per kW
<b>PRORATING:</b>	LP&L may prorate monthly fees according to policies and procedures adopted by the Director of Electric Utilities.	
<b>DEMAND:</b>	LP&L will furnish at its expense the necessary metering equipment to measure the Customer's kW demand for the 15 or 30-minute period (as applicable per LP&L's metering technology selected) of greatest use during the month. In the absence of a demand meter, the Customer's demand will be billed using the monthly kilowatt-hours and an average load factor of 69.71 percent. In no month, shall the billing demand be greater than the kW value determined by dividing the kWh sales for the billing period by 21 hours.	
<b>LOSS ADJUSTMENT:</b>	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 shall be increased to include all transformation losses.	
<b>POWER COST RECOVERY FACTOR:</b>	The charge per kilowatt and kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt and kilowatt hour as provided in the current LP&L "Power Cost Recovery Factor".	

<b>FRANCHISE FEE EQUIVALENT:</b>	The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.
<b>TAX:</b>	Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.
<b>POWER FACTOR:</b>	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.
<b>TERMS OF PAYMENT:</b>	Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21 <sup>st</sup> day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.
<b>CHARACTER OF SERVICE:</b>	AC. 60 hertz. Single-phase or three-phase at LP&L's available primary voltage.
<b>TERMS &amp; CONDITIONS:</b>	Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock. In the event a Customer entitled to Service under Rate 16P is a purchaser under a power purchase agreement ("PPA") with LP&L, in which the rates for Service to such Customer are provided therein, such rates payable by Customer shall be as provided in the PPA (in lieu of this Tariff), so long as such PPA shall remain valid and subsisting and enforceable against Customer. Further, in such instance, in the event of a conflict between this Tariff and the PPA, the terms of the PPA shall control.
<b>EFFECTIVE DATE:</b>	For all Meters read by LP&L on or after February 1, 2023.





## TRANSMISSION GENERAL SERVICE

### Rate 16T

<b>APPLICABLE:</b>	To all commercial and industrial Customers for electric Service supplied 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 are adjacent to the Premises.	
	Not applicable to temporary, breakdown, standby, supplementary, resale or shared Service.	
<b>TERRITORY:</b>	LP&L Service Territory	
<b>RATE:</b>	Service Availability Charge:	\$310.44 per month per Meter
	Energy Charge:	\$0.00055 per kWh
	Demand Charge:	\$2.73 per kW
<b>PRORATING:</b>	LP&L may prorate monthly fees according to policies and procedures adopted by the Director of Electric Utilities.	
<b>DEMAND:</b>	LP&L will furnish at its expense the necessary metering equipment to measure the Customer's kW demand for the 15 or 30-minute period (as applicable per LP&L's metering technology selected) of greatest use during the month.	
<b>LOSS ADJUSTMENT:</b>	When metering is installed at voltage less than 69kV or on Customer's side at lower voltage of any voltage transformation made at less than available transmission voltage at the Point of Service, the Meter readings for billing purposes shall be increased to include all transformation losses.	
<b>POWER COST RECOVERY FACTOR:</b>	The charge per kilowatt and kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt and kilowatt hour as provided in the current LP&L "Power Cost Recovery Factor".	

<b>FRANCHISE FEE EQUIVALENT:</b>	The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.
<b>TAX:</b>	Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.
<b>POWER FACTOR:</b>	<p>Applicable to Customers on this Rate Schedule with a peak demand of 200 kW or greater. At all times, Customer will maintain at the Point of Delivery, a power factor of not less than 90% lagging.</p> <p>In the event a low voltage condition due to lagging power factor exists in a degree sufficient to impair LP&amp;L's Service, Customer shall install suitable capacitors or other equipment necessary to raise the over-all 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&amp;L's system.</p>
<b>TERMS OF PAYMENT:</b>	Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21 <sup>st</sup> day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.
<b>CHARACTER OF SERVICE:</b>	AC. 60 hertz. Three-phase at LP&L's available transmission voltage of approximately 69 kV or above.
<b>TERMS &amp; CONDITIONS:</b>	Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.
<b>EFFECTIVE DATE:</b>	For all Meters read by LP&L on or after February 1, 2023.



## STATE UNIVERSITY GENERAL SERVICE

### Rate 16U

**APPLICABLE:** To all State of Texas universities using more than 100,000,000 kWh per year where Customer's Installation has adequate capacity and suitable voltage are adjacent to the Premises.

Not applicable to temporary, breakdown, standby, supplementary, resale or shared Service.

**TERRITORY:** LP&L Service Territory

**RATE:**

Service Availability Charge:	\$0.00 per month per Meter
Demand Charge:	\$0.00
Energy Charge:	\$0.012150 per kWh

**WHOLESALE POWER CHARGE:** The charge per kilowatt-hour of the above rate shall be increased by an amount equal to LP&L's total cost of Wholesale Power for the month immediately preceding the current billing month for the Customer as delivered to all LP&L Customers including assumed system losses of 2%. The Wholesale Power Charge shall be calculated monthly by dividing (i) the amount of the Total Bill for Wholesale Power for the month immediately preceding the current billing month for the Customer including any prior month adjustments by (ii) the kWh delivered to all LP&L Customers in the month immediately preceding the current billing month for the Customer. The kWh delivered to all LP&L Customers shall be calculated by reducing by 2% the kWh delivered to LP&L's delivery points by SPS and ERCOT systems. This reduction is an adjustment to account for line losses occurring between LP&L's point(s) of interconnection with the SPS and ERCOT systems and the delivery points of the Customer.

---

<b>TERMS OF PAYMENT:</b>	Payment due 30 days after bill date or as otherwise required by state law. If the 30 <sup>th</sup> day falls on a weekend or an official City of Lubbock recognized holiday, the due date will be extended until the next business day. A late charge of 1% or as authorized by state law, whichever is greater, may be added to all bills not paid by the due date.
<b>CHARACTER OF SERVICE:</b>	AC. 60 hertz. Single-phase or three-phase at LP&L's available secondary voltage.
<b>TERMS &amp; CONDITIONS:</b>	Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock, as it may be amended from time to time. In the event a Customer entitled to Service under Rate 16U is a purchaser under a power purchase agreement ("PPA") with LP&L, in which the rates for Service to such Customer are provided therein, such rates payable by Customer shall be as provided in the PPA (in lieu of this Tariff), so long as such PPA shall remain valid and subsisting and enforceable against Customer. Further, in such instance, in the event of a conflict between this Tariff and the PPA, the terms of the PPA shall control. In events where a Customer purchases under a PPA and the PPA shall expire or terminate during the effective period of this Tariff, Customer shall revert to the applicable rate for each Meter as determined by usage characteristics.
<b>EFFECTIVE DATE:</b>	For all Meters read by LP&L on or after February 1, 2023.



## LARGE MUNICIPAL SERVICE

### Rate 17

<b>APPLICABLE:</b>	To all municipal facilities supplied at secondary voltage for municipal 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 are adjacent to the Premises and whose load exceeds 10 kW of demand in any month. Meters on this rate with loads that drop to 10 kW of demand or below will be eligible to be reassigned to Rate 21 (Small Municipal and School Service) only after 12 consecutive months where loads have not exceeded 10 kW of demand.	
	Not applicable to temporary, breakdown, standby, supplementary, resale or shared Service, or to Service for which a specific Rate Schedule is provided.	
<b>TERRITORY:</b>	LP&L Service Territory	
<b>RATE:</b>	Service Availability Charge:	\$49.67 per month per Meter
	Energy Charge:	\$0.00066 per kWh
	Demand Charge:	\$5.24014 per kW
<b>PRORATING:</b>	LP&L may prorate monthly fees according to policies and procedures adopted by the Director of Electric Utilities.	
<b>DEMAND:</b>	LP&L will furnish at its expense the necessary metering equipment to measure the Customer's kW demand for the 15 or 30-minute period (as applicable per LP&L's metering technology selected) of greatest use during the month. In the absence of a demand meter, Customer's demand will be billed using the monthly kilowatt-hours and an average load factor of 41.30 percent. In no month, shall the billing demand be greater than the kW value determined by dividing the kWh sales for the billing period by 21 hours.	
<b>POWER COST RECOVERY FACTOR:</b>	The charge per kilowatt and kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt and kilowatt hour as provided in the current LP&L "Power Cost Recovery Factor".	

<b>FRANCHISE FEE EQUIVALENT:</b>	The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.
<b>TAX:</b>	Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.
<b>POWER FACTOR:</b>	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 LP&L's 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.
<b>TERMS OF PAYMENT:</b>	Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21 <sup>st</sup> day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.
<b>CHARACTER OF SERVICE:</b>	AC. 60 hertz. Single-phase or three-phase, at one available standard voltage.
<b>TERMS &amp; CONDITIONS:</b>	Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.
<b>EFFECTIVE DATE:</b>	For all Meters read by LP&L on or after February 1, 2023.



## STREET LIGHTING SERVICE

### Rate 18

<b>APPLICABLE:</b>	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.				
<b>TERRITORY:</b>	LP&L Service Territory				
<b>RATE:</b>	<table> <tr> <td>Service Availability Charge:</td> <td>\$0.00 per month per Meter</td> </tr> <tr> <td>Energy Charge:</td> <td>\$0.04781 per kWh</td> </tr> </table>	Service Availability Charge:	\$0.00 per month per Meter	Energy Charge:	\$0.04781 per kWh
Service Availability Charge:	\$0.00 per month per Meter				
Energy Charge:	\$0.04781 per kWh				
<b>DETERMINATION OF ENERGY USE:</b>	Energy use will be determined by applying the total rated wattage of each fixture, including the ballast, to the number of hours of operation in each month. Street light burning time will be from one-half after sunset to one-half hour before sunrise using National Weather Service official sunrise & sunset times for Lubbock, Texas.				
<b>POWER COST RECOVERY FACTOR:</b>	The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current LP&L "Power Cost Recovery Factor".				
<b>FRANCHISE FEE EQUIVALENT:</b>	The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.				
<b>TAX:</b>	Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.				
<b>TERMS OF PAYMENT:</b>	Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21 <sup>st</sup> day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.				
<b>CHARACTER OF SERVICE:</b>	AC. 60 hertz. Single-phase at available standard voltage at the Point of Delivery.				

**CONDITIONS OF SERVICE:**

Customer will install, own, operate and maintain the street lighting system.

**TERMS & CONDITIONS:**

Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.

**EFFECTIVE DATE:**

February 1, 2023.





## GENERAL RELIGIOUS SERVICE

### Rate 19

<b>APPLICABLE:</b>	To Service provided exclusively to the primary structure used for worship services of any church or religious association. This rate is not available for any other structure owned and operated by a church or religious association that is not primarily used for worship services. This rate is not applicable to temporary breakdown, standby, supplementary, or to Service for which a specific Rate Schedule is provided.
<b>TERRITORY:</b>	LP&L Service Territory
<b>RATE:</b>	Service Availability Charge: \$16.77 per month per Meter Energy Charge: \$0.01847 per kWh
<b>PRORATING:</b>	LP&L may prorate monthly fees according to policies and procedures adopted by the Director of Electric Utilities.
<b>POWER COST RECOVERY FACTOR:</b>	The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current LP&L "Power Cost Recovery Factor".
<b>FRANCHISE FEE EQUIVALENT:</b>	The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.
<b>TAX:</b>	Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.
<b>TERMS OF PAYMENT:</b>	Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21 <sup>st</sup> day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.
<b>CHARACTER OF SERVICE:</b>	AC. 60 hertz. Single-phase or three-phase, at one available standard voltage.

**TERMS &  
CONDITIONS:**

Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.

**EFFECTIVE DATE:**

For all Meters read by LP&L on or after February 1, 2023.



## SMALL MUNICIPAL & SCHOOL SERVICE

### Rate 21

<b>APPLICABLE:</b>	To municipal facilities and public and private schools for Service supplied at secondary voltage for municipal and school 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 are adjacent to the Premises, and whose load does not exceed 10 kW of demand in any month. Single-phase motors not to exceed 10 horsepower, individual capacity, may be served under this rate. Meters in which the load exceeds 10 kW of demand in any month will be assigned to either Rate 15 (Large School Service) or Rate 17 (Large Municipal Service) as applicable and will not be eligible to be reassigned to Rate 21 until there have been 12 consecutive months where loads have not exceeded 10 kW of demand.	
<b>TERRITORY:</b>	LP&L Service Territory	
<b>RATE:</b>	Service Availability Charge:	\$12.98 per month per Meter
	Energy Charge:	\$0.01639 per kWh
<b>PRORATING:</b>	LP&L may prorate monthly fees according to policies and procedures adopted by the Director of Electric Utilities.	
<b>POWER COST RECOVERY FACTOR:</b>	The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current LP&L "Power Cost Recovery Factor".	
<b>FRANCHISE FEE EQUIVALENT:</b>	The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.	
<b>TAX:</b>	Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.	

**TERMS OF PAYMENT:** Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21<sup>st</sup> day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

**CHARACTER OF SERVICE:** AC. 60 hertz. Single-phase or three-phase, at one available standard voltage.

**TERMS & CONDITIONS:** Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.

**EFFECTIVE DATE:** For all Meters read by LP&L on or after February 1, 2023.



## OPTIONAL TIME-OF-USE SERVICE RIDER - EXPERIMENTAL

### Applicable to Rates 15, 16, 16P and 17

- APPLICABLE:** Available to Customers whose Service is provided under rates 15, 16, 16P, and 17 and that can establish a lower demand between 1:00 p.m. and 7:00 p.m. weekdays during summer billing months. LP&L reserves the right to limit the availability or to discontinue this option, if in LP&L's judgment, system load or cost characteristics no longer warrant such option. This rider is not available to Customers who have installed Distributed Generation at and after Customer's side of the Point of Delivery.
- TERRITORY:** LP&L Service Territory
- NON-SUMMER MONTHS:** For the billing months of October through May, the demand charge and the demand component of the Power Cost Recovery Factor (PCRF-D) shall be based on Customer's kW demand for the 15 or 30-minute period (as applicable per LP&L's metering technology selected) of greatest use during the month.
- SUMMER MONTHS:** For the billing months of June through September, the demand charge shall be based on Customer's kW demand for the 15 or 30-minute period (as applicable per LP&L's metering technology selected) of greatest use during the month. The demand component of the Power Cost Recovery Factor (PCRF-D) shall be based on Customer's kW demand for the 15 or 30-minute period (as applicable per LP&L's metering technology selected) of greatest use during the on-peak demand period for the month.
- DEMAND:** LP&L will furnish at its expense the necessary metering equipment to measure the Customer's kW demand for the 15 or 30-minute period (as applicable per LP&L's metering technology selected) of greatest use during the month. There will be no demand cap for Customers electing this rider.

**ON-PEAK / OFF-PEAK  
DEMAND HOURS**

LP&L shall consider the on-peak/off-peak billing periods as follows:

Summer Months: On-Peak – Monday through Friday, 1:00 p.m. to 7:00 p.m., excluding official City of Lubbock recognized holidays  
Off-Peak – All other hours.

Non-Summer Months: On-Peak – All hours.

**EFFECTIVE DATE:**

For all Meters read by LP&L on or after February 1, 2023.



## GUARD LIGHT SERVICE

**No new lights will be installed by LP&L. As a result, this rate is closed to new Customers. Due to the transition to customer retail choice, this rate will end for current Customers beginning in February 2023, according to written policy established by the Director of Electric Utilities.**

**APPLICABLE:** For night outdoor guard lighting service where facilities of adequate capacity and suitable voltage are adjacent to the Point of Delivery. **This rate is closed to new Customers and no new lights will be installed for existing Customers.**

Mercury vapor lamps are no longer being manufactured or imported. Once the inventory of mercury vapor lamps is depleted, Customers will be given the option of having the guard light removed or replaced with another type of light which may have a different rate.

**TERRITORY:** LP&L Service Territory

**RATE:** Each 150 Watt 15,000 lumen (nominal – actual rating may vary) high-pressure sodium fixture installed on an overhead bracket on a wood pole: \$15.15 per month

Each 100 Watt 9,500 lumen (nominal – actual rating may vary) high-pressure sodium fixture installed on an overhead bracket on a wood pole: \$10.29 per month

Each 150 Watt 7,000 lumen (nominal – actual rating may vary) mercury vapor fixture installed on an overhead bracket on a wood pole: \$15.59 per month

Additional secondary line: For each additional 150 foot span of secondary line required beyond the first 150 feet: \$3.30 per month.

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

**DETERMINATION OF ENERGY USE:** 15,000 lumen HPS fixture uses 56 kWh per month.  
9,500 lumen HPS fixture uses 38 kWh per month.  
7,000 lumen MV fixture uses 67 kWh per month.

**POWER COST RECOVERY FACTOR:** The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current LP&L “Power Cost Recovery Factor”.

<b>FRANCHISE FEE EQUIVALENT:</b>	The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.
<b>TAX:</b>	Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.
<b>TERMS OF PAYMENT:</b>	Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21 <sup>st</sup> day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.
<b>CHARACTER OF SERVICE:</b>	AC. 60 hertz. Single-phase at available standard voltage at the Point of Delivery.
<b>CONDITIONS OF SERVICE:</b>	LP&L will own, operate, and maintain on the Premises the existing lights. Lights are photo-electrically controlled and mounted on a metal bracket on LP&L's service poles, a separate 30 foot wood pole, or on any suitable mounting device belonging to Customer. Upon the conclusion of this rate, beginning in February 2023, Customer may have the opportunity to purchase existing equipment on the Premises from Lubbock Power & Light, upon terms and conditions satisfactory to Lubbock Power & Light Director of Electric Utilities and General Counsel, at a value no less than twenty-five dollars per pole. The Director of Electric Utilities is hereby delegated authority to sell the identified equipment as provided herein.
<b>TERMS &amp; CONDITIONS:</b>	Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.
<b>EFFECTIVE DATE:</b>	February 1, 2023





## FLOOD LIGHT SERVICE

**No new lights will be installed by LP&L. As a result, this rate is closed to new Customers. Due to the transition to customer retail choice, this rate will end for current Customers beginning in February 2023, according to written policy established by the Director of Electric Utilities.**

**APPLICABLE:** For night outdoor flood light service where Customer's Installation has adequate capacity and suitable voltage are adjacent to the Premises. **This rate is closed to new Customers and no new lights will be installed for existing Customers.**

**TERRITORY:** LP&L Service Territory

**RATE:** The charge per month shall be the sum of Rate sections A+B+C+D:

**RATE A:** Charge per light for the first light on each 30 foot wood pole with overhead Service:  
**First Light Charge**

<u>Lamp Wattage</u>	<u>Metal Halide</u>	<u>High Pressure Sodium</u>
150	N/A	\$22.35
175	\$22.48	N/A
250	\$24.11	\$24.21
400	\$25.08	\$25.62
1,000	\$38.38	\$38.82

**RATE B:** Additional charge per month for each additional light per pole:  
**Additional Light Charge**

<u>Lamp Wattage</u>	<u>Metal Halide</u>	<u>High Pressure Sodium</u>
150	N/A	\$8.65
175	\$8.77	N/A
250	\$10.01	\$10.11
400	\$10.84	\$11.31
1,000	\$22.65	\$23.02

**RATE C:** Additional charge per month per pole:  
**Additional Pole Charge**

Pole Height	Overhead	Underground	Overhead	Underground
	Wood Pole	Wood Pole	Steel Pole	Steel Pole
30'	\$0.00	\$3.75	\$6.27	\$10.05
35'	\$1.86	\$5.61	\$8.13	\$11.90
40'	\$3.95	\$7.74	\$10.24	\$14.02
45'	\$5.60	\$9.39	\$11.89	\$15.67
50'	\$7.40	\$11.19	N/A	N/A

**RATE D:** For each additional 150 foot span of secondary line required beyond  
**Additional Service Span** the first 150 feet: \$2.95 per month.  
**Charge**

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

<b>DETERMINATION OF ENERGY USE:</b>	Lamp	Metal Halide		High Pressure Sodium	
	<u>Wattage</u>	<u>Lumen</u>	<u>kWh</u>	<u>Lumen</u>	<u>kWh</u>
	150	N/A	N/A	16,000	56
	175	14,000	62	N/A	N/A
	250	20,500	97	27,500	97
	400	36,000	136	50,000	159
	1,000	110,000	359	140,000	350

**POWER COST  
RECOVERY FACTOR:** The charge per kilowatt-hour of the above rate shall be increased by  
the applicable recovery factor per kilowatt hour as provided in the  
current LP&L "Power Cost Recovery Factor".

**FRANCHISE FEE  
EQUIVALENT:** The charge of the above rate may be increased (i) by an amount no  
greater than the equivalent franchise fee established by the City  
Council of the City of Lubbock for any other electric utility; or (ii) by  
an amount equal to any franchise fee obligation applicable to LP&L  
as established by the City Council of the City of Lubbock.

**TAX:** Billings under this schedule may be increased by an amount equal to  
the sum of the applicable federal, state and local taxes, fees, or charges  
levied, assessed and/or payable by LP&L for Services, or on the right  
or privilege or rendering the Service, or on any object or event  
incidental to the rendition of the Service.

**TERMS OF PAYMENT:** Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21<sup>st</sup> day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

**CHARACTER OF SERVICE:** AC. 60 hertz. Single-phase. 120 or 240 volts.

**CONDITIONS OF SERVICE:** LP&L will own, operate, and maintain on the Premises the existing overhead flood lights. Lights are photo-electrically controlled and mounted on LP&L poles. Upon the conclusion of this rate, beginning in February 2023, Customer may have the opportunity to purchase existing equipment on the Premises from Lubbock Power & Light, upon terms and conditions acceptable to Lubbock Power & Light Director of Electric Utilities and General Counsel, at a value no less than twenty-five dollars per pole. The Director of Electric Utilities is hereby delegated authority to sell the identified equipment as provided herein.

**TERMS & CONDITIONS:** Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.

**EFFECTIVE DATE:** February 1, 2023



## UTILITY COST RECOVERY FEES FOR NEW CONSTRUCTION

<b>APPLICABLE:</b>	The Service charges listed below are applicable to all Customers served by LP&L within new developments requiring underground line extensions through easements or public rights of way, and are in addition to any other charges made under LP&L's Tariff and Rate Schedules.
<b>TERRITORY:</b>	LP&L Service Territory
<b>RATE: (PER LINEAR FOOT)</b>	<b>Commercial: \$19.29</b> <b>Residential Subdivisions Full w/ Alleys: \$25.92</b> <b>Residential Subdivisions Half w/Alleys: \$19.44</b> <b>Residential Subdivisions Full No Alleys: \$25.92</b> <b>Residential Subdivisions Half No Alleys: \$19.44</b>
<b>TAX:</b>	Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services, or on the right or privilege of rendering the Service, or on any object or event incidental to the rendition of the Service.
<b>TERMS OF PAYMENT:</b>	Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21 <sup>st</sup> day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.
<b>CHARACTER OF SERVICE:</b>	New development, redevelopment or expansion projects requiring LP&L underground line extensions.
<b>CONDITIONS OF SERVICE:</b>	Commercial developments greater than one acre require the developer's contractor to supply ditch, backfill and transformer pad on property to LP&L specifications. Commercial developments of one acre or less must meet LP&L in public right of way or dedicated easement for service connection. For residential subdivisions, "Full" refers to serving lots on both sides of alley or street. "Half" refers to serving lots on one side of alley or street. Refer to City of Lubbock Code of Ordinances, Section 38.09.005 for the fees associated with street light installations for residential subdivisions within city limits. Any required

easements for LP&L to deliver Service on the Premises shall be the developer's responsibility. LP&L is under no obligation to energize Facilities serving the development and/or Premises until such time as the developer has paid all applicable fees, provided necessary easements, and has met LP&L construction specifications.

**TERMS & CONDITIONS:** Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.

**EFFECTIVE DATE:** February 1, 2023

## MISCELLANEOUS SERVICE CHARGES

**APPLICABLE:** The Service charges listed below are applicable to all Customers served by LP&L and are in addition to any other charges made under LP&L's Tariff.

**TERRITORY:** LP&L Service Territory

**RETURNED ITEM CHARGE:** \$30.00

This charge is made when Customer's method of payment has been dishonored and returned to LP&L.

**DISCONNECT/RECONNECT FEE:** \$27.50 when disconnected or reconnected during business hours  
\$43.50 when disconnected or reconnected after business hours  
\$57.50 when disconnected or reconnected at the pole during business hours  
\$75.00 when disconnected or reconnected at the pole after business hours

This charge is made when Customer is disconnected because of a delinquent account or requests reconnection of Service after having been disconnected because of a delinquent account.

**TAMPERED SERVICE CHARGE:** \$200.00 each occurrence plus expense for damages plus recovery of lost sales that are based on historical data or average use for similarly situated Customers.

This charge is applied to any Customer who has tampered with the Meter installed on the Premises, or by any manner or means has prevented the total energy from being registered by the Meter installed for such purposes.

**METER TESTING  
CHARGE:**

Upon the request of a Customer, LP&L will test the accuracy of the Customer's Meter at no charge to the Customer. The test shall be made during LP&L's normal working hours and shall be scheduled to accommodate the Customer or the Customer's authorized representative, if the Customer desires to observe the test. The test should be made on the Premises, but may, at LP&L's discretion, be made at LP&L's test laboratory. If the Meter has been tested by LP&L at the Customer's request, and within a period of four years the Customer requests a new test, LP&L shall conduct the test. However, if the subsequent test finds the Meter to be within ANSI's accuracy standards, LP&L may charge the Customer a \$50.00 fee, which represents the cost of testing.

Following the completion of any requested test, LP&L shall promptly advise the Customer of the date of removal of the Meter, the date of the test, the result of the test, and who made the test.

**MISCELLANEOUS  
CHARGES:**

At cost. 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 charge also includes any obstruction removal in accordance with Article III, Section 8 of the General Terms and Conditions, which would be the reasonable costs incurred for performing the necessary removal of obstructions.

**PULSE METERING  
EQUIPMENT  
INSTALLATION AND  
REPLACEMENT  
CHARGE:**

At cost. These charges may be made when Customer requests access to pulses from the revenue meter. The charges will be the reasonable costs incurred for providing such Service including but not limited to labor, materials, transportation, miscellaneous expenses and all applicable overheads for the Service provided.

**TAX:**

Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.

**ALTERNATIVE  
METER CHARGE:**

Residential Customers who choose Non-Standard Meters are required to pay the incremental costs to provide the non-standard Service, which include costs to manually read Meters and perform other Services through non-standard processes that would otherwise not be required. Installation cost at Premises - to change-out a standard Meter for a Non-Standard Meter - shall be \$127.84 and shall be paid prior to installation plus a monthly charge of \$24.56 charged on the monthly invoice.

**EFFECTIVE DATE:**

February 1, 2023





### **POWER COST RECOVERY FACTOR:**

The Power Cost Recovery Factor (PCRf), provides for the recovery of all power costs incurred by LP&L in serving system demand and energy requirements. The PCRf shall be reviewed and may be adjusted by the Director of Electric Utilities at a minimum of two times per year, once during the non-summer season of October through May and once during the summer season of June through September. The PCRf will have a demand (PCRf-D) and energy (PCRf-E) component or rate. The PCRf rates shall be established with the intention of matching PCRf revenues with actual power costs over the course of a fiscal year, giving consideration to seasonal fluctuations in load and in power prices. The PCRf may be adjusted more frequently if any over or under recovery exceeds the maximum variance as defined below.

For a particular customer class, the PCRf-E shall be adjusted by the following voltage level factors:

Primary Voltage: 1.0409

Secondary Voltage: 1.06340

On a monthly basis, LP&L shall track actual revenues collected from the PCRf and compare these revenues to actual total power costs incurred. The cumulative balance representing the difference between total PCRf revenues collected less total power costs incurred over the period shall be reported to the LP&L Electric Utility Board on a monthly basis.

A PCRf balancing account will be established with a cap equal to five percent of total annual budgeted or forecasted power costs to manage the monthly over/under collection of, or differences in, the monthly PCRf revenues and monthly power costs. If at any time, the reported cumulative balance of the difference between total PCRf revenues collected and power costs is greater than the PCRf balancing account cap, an adjustment may be made to the PCRf rates with the intention of refunding the over recovery amount. In addition, if at any time the reported cumulative balance of the difference between total PCRf revenues collected and power costs is approaching or less than zero, an adjustment may be made to the PCRf rates with the intention of replenishing the PCRf stabilization fund.

All mid-season adjustments to the PCRf shall be approved by the Electric Utility Board.