

RESOLUTION

WHEREAS, Lubbock Power & Light is the municipally owned electric utility of the City of Lubbock ("LP&L");

WHEREAS, the LP&L Electric Rate/Tariff Schedule provides for a net metering rate for customers that have installed distributed generation on the customer side of the LP&L meter;

WHEREAS, application of such rates require that the customers execute an interconnection agreement with LP&L;

WHEREAS, pursuant to Resolution No. EUB 2015-R0054, dated October 20, 2015, the Electric Utility Board approved a form Interconnection Agreement (the "IA") and authorized the Director of Electric Utilities to execute the various IAs, for and on behalf of LP&L;

WHEREAS, pursuant to Resolution No. EUB 2018-R0072, dated August 21, 2018, the EUB approved an amendment to the form IA;

WHEREAS, pursuant to Resolution No. EUB 2021-R0055, dated August, 17, 2021, the EUB approved a new form Interconnection Agreement, repealed all previous form interconnection agreements, stipulated that any prior form interconnection agreements executed by LP&L customers would remain in effect according to the term and conditions thereunder;

WHEREAS, LP&L staff desires to clarify the rights and obligations of the parties to the IA, as amended, including for residential and commercial customers, and provide for certain requirements relating to reliability, power quality, and/or safety of the LP&L distribution system;

WHEREAS, the Electric Utility Board finds it to be in the interest of LP&L and its ratepayers that it approve the new form IA, to replace the current IA for any IA entered into on or after the effective date of the IA as provided below;
NOW, THEREFORE:

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

THAT the Electric Utility Board of the City of Lubbock hereby approves the attached Interconnection Agreement, with an effective date of January 17, 2022.

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

THAT the Electric Utility Board of the City of Lubbock hereby repeals Lubbock Power & Light's form Interconnection Agreement for all interconnections entered into on or after January 17, 2022, previously adopted by Resolution EUB 2015-R0054, as amended in EUB 2018-R0072, and as adopted in EUB 2021-R0055, and any prior form interconnections for Lubbock Power & Light.

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

THAT the prior Interconnect Agreement forms previously approved by the Electric Utility Board remain valid if entered into prior to January 17, 2022.

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

THAT the Director of Electric Utilities, or his designee, BE and is hereby authorized and directed to execute, for and on behalf of the City of Lubbock, acting by and through Lubbock Power & Light, the various Interconnection Agreements required by LP&L's Electric Rate/Tariff Schedule, in the form as attached hereto and incorporated herein, and any documents related thereto.

Passed by the Electric Utility Board this 15th day of December, 2021.



Dan Odom, Chairman

ATTEST:




Gwen Stafford, Board Secretary

APPROVED AS TO CONTENT:



David McCalla, Director of Electric Utilities

APPROVED AS TO FORM:



Hunter Harrison, LP&L Electric Utilities Attorney

LP&L Interconnection Guidelines
Steps to Interconnect Renewable Generation within the LP&L Certificated Area
(Net Metering)

1. A customer seeking to install renewable generation at his/her residence or business will need to complete the attached Interconnection Agreement for distributed generation facilities ("Interconnection Agreement").
2. After reviewing and signing the Interconnection Agreement, the customer returns the signed Interconnection Agreement to LP&L in person, by mail, or by email at :

In Person:

CoLU Customer Service
1314 Ave K
Lubbock, TX 79401

By Mail:

CoLU Customer Service
Attn: Account Support
P.O. Box 10541
Lubbock, TX 79048-3541

By Email:

customerrelations@lpandl.com

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

If the customer address is inside the city limits:

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

If the customer address is outside the city limits:

- a. Upon completion of the installation of the renewable generation system, the customer shall notify LP&L that installation is complete and submit proof to LP&L that such installation was verified and validated by a licensed electrician. LP&L will then contact the customer within 7 to 14 business days to schedule an appointment to install the appropriate meter and establish the Net Metering Rate on the customer's account.
 - b. After the meter has been installed, the account will be enrolled in the Renewable Energy Program.
4. Pursuant to LP&L's Electric Rate/Tariff Schedule, residential customers receiving service are limited to distributed generation less than 10 kW. Commercial customers who receive service for commercial purposes are limited to distributed generation producing less than 200 kW, unless certain engineering studies have been performed and paid for.

Interconnection Agreement for Distributed Generation Facilities

This Interconnection Agreement ("**Interconnection Agreement**"), is made and entered into this ____ day of _____, 20____, by and between _____ ("**DG Owner**"), with an address of _____ and the City of Lubbock, acting by and through LUBBOCK POWER & LIGHT ("**LP&L**"),

RECITALS

WHEREAS, the DG Owner has requested to interconnect its distributed generation facilities ("**DG Facility**") to LP&L's electrical service grid ("**LP&L's Energy System**"), located on the premises of DG Owner within LP&L's certificated service territory at the following address:

 ("**DG Site**");

WHEREAS, if the DG Owner is a residential customer of LP&L, the DG Facility may only interconnect to LP&L's Energy System if the DG Facility is capable of only producing less than 10kW power output on the DG Owner side of the Lubbock Power & Light meter in accordance with LP&L's Electric Rate/Tariff Schedule;

WHEREAS, if the DG Owner is a commercial customer of LP&L, the DG Facility may only interconnect to LP&L's Energy System if the DG Facility is capable of only producing less than 200kW power output on the DG Owner side of the Lubbock Power & Light meter in accordance with LP&L's Electric Rate/Tariff Schedule;

WHEREAS, commercial customers of LP&L seeking to interconnect DG Facilities exceeding the above described power limitation may only interconnect to LP&L's Energy System if an engineering study is performed and paid for, if payment is required;

WHEREAS, the gross power rating for the DG Facility is _____;

WHEREAS, DG Owner desires to interconnect its DG Facility to LP&L's Energy System, and LP&L desires to offer such interconnection subject to the terms and conditions herein, and those terms and conditions included in LP&L's Electric Rate/Tariff Schedule, as it may be amended from time to time; and

WHEREAS, the purpose of this Interconnection Agreement is ensure that the installation of DG Facility preserves the reliability, power quality, and safety of the distribution system;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, the Parties hereto covenant and agree as follows:

AGREEMENT

1. Scope of Terms

- 1.1. This Interconnection Agreement sets forth the terms under which the DG Owner and LP&L agree that eligible DG Facilities may be interconnected to LP&L's Energy System, and DG Owner further agrees to be bound by LP&L's Electric Rate/Tariff Schedule and applicable rate schedules therein, as they may be amended from time to time, and incorporated by reference herein.
- 1.2. DG Owner shall design and install the DG Facility, as necessary for the interconnection of the DG

Facility to LP&L's Energy System at the Point of Interconnection. The "**Point of Interconnection**" means the point where the DG Facility is electrically connected, either directly to LP&L's Energy System or directly to the load-side (metered) of DG Owner-owned equipment, for the applicable DG Facility. DG Owner will own, operate, maintain and be responsible for the DG Facility, and for the costs of any other protective facilities which, in LP&L's commercially reasonable opinion, are required or prudent in order to protect LP&L's Energy System from disruption or damage caused by the DG Facility. The Interconnection Facilities shall measure both the energy produced by the DG Facility and any energy provided by LP&L for DG Owner's use at the DG Site. "**Interconnection Facilities**" means all facilities owned and required by LP&L as a result of interconnection to the DG to allow the safe, reliable interconnection and operation of the DG Facilities. LP&L will design the Interconnection Facilities such that the Interconnection Facilities are sufficient to enable DG Owner to supply electric energy across the Point of Interconnection and Point of Delivery to LP&L's Energy System. The "**Point of Delivery**" is defined as the point where the electric energy first leaves the conductors or devices owned by LP&L, and enters the service-entrance, other conductors, or devices owned by the DG Owner. DG Owner agrees to promptly provide information and engineering drawings requested by LP&L to assist in the design and installation of the Interconnection Facilities. Any electrical energy to be supplied by LP&L shall be delivered to DG Owner at the Point of Delivery.

2. General Responsibilities of the Parties

- 2.1. The DG Facility shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing and certification laboratory, and has been tested and listed by the laboratory for continuous interactive operation with an electric distribution system in compliance with the applicable codes and standards of the Institute of Electrical and Electronics Engineers ("IEEE") 1547, IEEE 1547.1, and Underwriters Laboratories ("UL") 1741, and the National Electrical Code, 2020 edition, as these may be amended from time to time.
- 2.2. Within the city limits of the City of Lubbock, DG Owner shall obtain a City of Lubbock building inspection permit to ensure proper electrical wiring for the safety of the system. Outside the city limits of the City of Lubbock, DG Owner shall submit proof to LP&L that such installation was verified and validated by a licensed electrician. For both DG owners inside and outside the city limits of the City of Lubbock, DG Owners must ensure that the installation of DG Facilities comply with the 2020 Edition of the National Electrical Code to ensure the safety of LP&L's distribution system.
- 2.3. The DG Facility shall include a utility-interactive inverter, or other device certified pursuant to Section 2.1 above, that performs the function of automatically isolating the DG Owner-owned generation equipment from the electric grid in the event the electric grid loses power.
- 2.4. The DG Owner shall be responsible for protecting its DG Facility equipment, inverters, protective devices, and other system components from damage from the normal and abnormal conditions and operations that occur on the LP&L Electric System in delivering and restoring power; and shall be responsible for ensuring that the DG Facility equipment is inspected, maintained, and tested in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely.

3. Charges for Interconnection Facilities and Electric Service

- 3.1. The DG Owner shall not be required to pay any application fee. However, following the execution of this Interconnection Agreement, LP&L shall invoice DG Owner for the estimated cost, if any, for the work required to interconnect the DG Facility to LP&L's Energy System in accordance with LP&L's

Electric Rate/Tariff Schedule and the Miscellaneous Service Charges outlined therein, as they may be amended from time to time (“**Interconnection Cost**”). To preserve the reliability, power quality, and safety of LP&L’s Energy System, LP&L may condition interconnection upon the review and approval of the Facilities by its engineering personnel or a qualified engineer, and such review may require an engineering study. LP&L reserves the right to charge DG Owner for actual costs incurred by such review and approval, including personnel time, and require that payment be made in accordance with this section before approval for interconnection.

- 3.2. Rates charged for DG owners consumption of electric service from LP&L will be in accordance with LP&L’s Electric Rate/Tariff Schedule and the applicable rate schedule, as it may be amended from time to time, and the terms and conditions included therein.

4. Inspection and On-going Compliance

- 4.1. LP&L may conduct DG Site or DG Facility inspections at any reasonable time so long as LP&L provides DG Owner with reasonable inspection notice in writing, e-mail, or by phone. Upon such notice, or at any time without notice in the event of an emergency or hazardous condition, LP&L shall have access to the DG Owner’s premises or the DG Site for the purpose of accessing the manual disconnect switch (if installed), performing an inspection or disconnection, or, if necessary in LP&L’s opinion, to meet LP&L’s legal obligation to provide service to its Customers or other DG Owners.

5. Manual Disconnect Switch

- 5.1. In the event LP&L elects to install a manual disconnect switch, it shall be installed at LP&L’s expense. The LP&L installed manual disconnect switch shall be the visible load break type to provide a separation point between the AC power output of the DG Facility and any DG Owner wiring connected to LP&L’s system. The manual disconnect switch shall be mounted separate from, but adjacent to, the LP&L meter socket. The DG Owner shall ensure that such manual disconnect switch shall remain readily accessible to LP&L and be capable of being locked in the open position with a single LP&L utility padlock.

6. Operation of Interconnection

- 6.1. DG Owner shall maintain and operate the DG Facility in strict accordance with the LP&L Electric Rate/Tariff Schedule, as it may be amended from time to time, and this Interconnection Agreement. LP&L may interrupt service to the DG Owner as provided for in LP&L’s Electric Rate/Tariff Schedule.

Specifically, LP&L shall use reasonable diligence to provide continuous electric service but LP&L does not guarantee against irregularities, interruptions, or fluctuating wave form or frequency, it being understood that occasional irregularities, interruptions, and fluctuations may occur. LP&L shall not be liable for damages or injury, including but not limited to consequential or economic loss damages, occasioned by interruption, failure to commence delivery voltage, wave form or frequency fluctuation caused by an act of God or the public enemy, a breakdown of plant, lines or equipment, accidents, fire, explosion, strikes, riots, war, pandemics, delay in receiving shipments of required materials, order of any court or judge granted in any 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.

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

DG Owner shall install, operate and maintain all apparatus and necessary protective devices on the DG Owner's side of the Point of Delivery that are reasonably necessary, or reasonably required by LP&L to comply with good operating practices and applicable law, Public Utility Commission rules, Southwest Power Pool Requirements, and the Electric Reliability Council of Texas Nodal Protocols.

LP&L and DG Owner shall each be responsible for the safe installation, maintenance, repair and condition of their respective lines and appurtenances on the Party's respective side of the Point of Interconnection. For the protection of LP&L's distribution system, the connections between LP&L's distribution service wires and DG Owner's service entrance conductors cannot be energized, unless and until LP&L has provided authorization and approval for such energization, including review and approval by an engineer (and payment for such activities) as required under this Interconnection Agreement, if applicable.

7. Construction, Operation, and Maintenance of DG Facility

- 7.1. DG Owner shall be responsible for the design, installation, operation, and maintenance of the DG Facility and shall obtain and maintain any required governmental authorizations and/or permits. DG Owner shall conduct operations of its DG Facility in compliance with all aspects of such authorizations or permits and shall construct the DG Facility in accordance with specifications equal to or greater than those provided by the National Electrical Safety Code, approved by the American National Standards Institute, the National Electrical Code, 2020 edition, and other applicable standards in effect at the time of construction. DG Owner shall perform maintenance of the DG Facility in accordance with the applicable manufacturer's recommended maintenance schedule and shall provide LP&L with a copy upon request. DG Owner has provided LP&L with a phone number for contact during "normal" business hours and for emergency events.

8. Disconnection / Reconnection

- 8.1. LP&L may open the manual disconnect switch, if available, or disconnect the DG Owner's meter, pursuant to the conditions set forth in Section 8.2 below, isolating the DG Facility, without prior notice to the DG Owner. To the extent reasonable or practicable, however, prior notice shall be given. If prior notice is not given, LP&L shall, at the time of disconnection, leave a door hanger notifying the DG Owner that its DG Facility has been disconnected, including an explanation of the condition necessitating such action. LP&L will reconnect the DG Facility as soon as practicable after the condition(s) necessitating disconnection has been remedied.
- 8.2. LP&L has the right to disconnect the DG Facility at any time. This may result, among other potential reasons, for the following reasons:
- a) Emergencies, repairs, or maintenance requirements on LP&L's Energy System;
 - b) Hazardous conditions existing or other deleterious effects on LP&L's Energy System due to the

operation of the DG Facility as determined by LP&L;

c) Adverse electrical effects, disruption, deterioration, or damage to the electrical equipment of LP&L's Customers or other DG Owners caused by the DG Facility as determined by LP&L;

d) If the DG Facility is connected without authority or without an executed Interconnection Agreement with LP&L;

e) If there is tampering with or extension of LP&L's Electric System, equipment, facilities, or evidence of theft of service;

f) Where LP&L determines that DG Owner has failed to comply with the Interconnection Agreement; or

g) For any other reasons whereby LP&L is legally entitled to disconnect with or without notice for the safety, power quality, or reliability of LP&L's distribution system in LP&L's sole judgment, including without limitation unapproved modification of DG Facilities interconnected with LP&L's Energy System. LP&L may assess the actual costs of disconnection of such unapproved modifications and require payment from the DG Owner in full before approving any future Interconnection Agreements with DG Owner.

Should LP&L schedule planned maintenance and repairs on LP&L Energy's System requiring disconnection or other service interruption, LP&L will use reasonable efforts to provide DG Owner with seven (7) calendar days advance notice of such disconnection. Such notice is not required or feasible in emergency circumstances.

9. Modifications/Additions to DG Owner-Owned DG Facility

9.1 If the DG Facility is subsequently modified in order to increase its gross power rating or increase its voltage, the DG Owner must notify LP&L by submitting a new Interconnection Agreement specifying the modification at least thirty (30) calendar days prior to making the modification. Approval of any Interconnection Agreement required as a result of modification under this section may be conditioned upon review and approval of the Facilities as provided under Section 3.1.

9.2 If the DG Owner adds another DG Owner-owned renewable generator system that i) utilizes the same utility inter-active inverter, or other device certified pursuant to Section 2.1 above, for both systems; or ii) utilizes a separate utility inter-active inverter, or other device certified pursuant to 2.1 above, for each system the DG Owner shall provide thirty (30) calendar days' notice prior to installation.

10. Indemnity

10.1. DG OWNER SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND LP&L FROM AND AGAINST ANY AND ALL JUDGMENTS, LOSSES, DAMAGES, CLAIMS RELATING TO INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO PROPERTY, (INCLUDING THE DG FACILITY), FINES AND PENALTIES, COSTS AND EXPENSES ARISING OUT OF OR RESULTING FROM THE DESIGN, CONSTRUCTION, OR OPERATION OF THE DG FACILITY EVEN WHEN CAUSED IN WHOLE OR IN PART BY THE

NEGLIGENT ACT OR OMISSIONS, IF ANY, BY LP&L. THIS SECTION DOES NOT APPLY WHERE SUCH LOSS IS DUE TO INTENTIONAL MISCONDUCT OF LP&L, OR THE GROSSLY NEGLIGENT ACTS OR OMISSIONS OF LP&L.

11. Limitation of Liability

- 11.1. LP&L'S LIABILITY UNDER THIS INTERCONNECTION AGREEMENT FOR ANY LOSS, COST, CLAIM, INJURY, LIABILITY, OR EXPENSE, INCLUDING REASONABLE ATTORNEY'S FEES, RELATING TO OR ARISING FROM ANY ACT OR OMISSION IN ITS PERFORMANCE OF THIS INTERCONNECTION AGREEMENT FOR WHICH THERE IS LIABILITY HEREUNDER, SHALL BE LIMITED TO THE AMOUNT OF DIRECT DAMAGE ACTUALLY INCURRED. IN NO EVENT SHALL LP&L BE LIABLE TO DG OWNER FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, EXCEPT AS AUTHORIZED BY THIS INTERCONNECTION AGREEMENT. THE LIMITATIONS OF LIABILITY PROVIDED IN THIS SECTION DO NOT APPLY IN ACTIONABLE CASES OF GROSS NEGLIGENCE OR INTENTIONAL WRONGDOING ON THE PART OF LP&L, IF ANY.

12. Renewable Energy Certificates

- 12.1. The DG Owner shall retain any renewable energy certificates associated with the electricity produced by the DG Facility; any additional meters necessary for measuring the total renewable electricity generated for the purposes of receiving renewable energy certificates shall be installed at the DG Owner's expense.

13. Lease Agreements

- 13.1. The DG Owner shall provide LP&L a copy of the lease agreement, as applicable, for any and all leased interconnection equipment or DG Facility, or part thereof.
- 13.2. The DG Owner shall not enter into any lease agreement that results in the retail purchase of electricity, or the retail sale of electricity from the DG Facility.

14. Term and Termination

- 14.1. This Interconnection Agreement shall commence when signed by both LP&L and DG Owner, and shall continue in effect until terminated by either Party with sixty (60) days prior written notice to the other Party. Upon termination of this Interconnection Agreement, LP&L shall open and padlock the manual disconnect switch, if applicable, and remove the net metering and associated LP&L equipment.
- 14.2. The Parties shall disconnect the DG Facility from the Point of Interconnection upon the effective date of any termination of this Interconnection Agreement. The DG Owner shall notify LP&L in writing within ten (10) calendar days that the disconnect procedure has been completed.

15. Easements

- 15.1. By entering into this Interconnection Agreement, DG Owner provides, at no expense to Lubbock Power & Light, valid easements and rights-of-way, as required by Lubbock Power & Light, for the construction, operation, maintenance and/or relocation of LP&L's electric facilities and the Interconnection Facilities. LP&L may locate its equipment or facilities reasonably within such easement or right-of-way in the location of its choosing, after obtaining the prior written consent for such location from DG Owner, which may not be unreasonably withheld, conditioned, or delayed. DG Owner agrees that LP&L's representatives, employees and assignee are hereby granted rights of ingress and egress to the DG Site at all reasonable times for the purpose of inspection of equipment and facilities providing service to the DG Site and/or DG Facilities, and to determine compliance with the Interconnect Agreement. Subject to and in conjunction with all other applicable federal, state and local laws and regulations, Lubbock Power & Light shall have the right to clear its Interconnection Facilities and service connection 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.

16. Dispute Resolution

- 16.1. The Parties agree to make a good faith effort to resolve any disputes arising between them by nonbinding mediation. The Parties hereby agree that, in the event that any dispute between them has not been resolved by non-binding mediation, a Party reserves all rights and remedies as provided at law and equity, subject to the provisions herein.

17. Notice

- A. Whenever notice is required or permitted under this Interconnection Agreement and no other method of notice is provided, such notice shall be given by (1) actual delivery of the written notice to the other party by hand (in which case such notice shall be effective upon delivery); (2) facsimile (in which case such notice shall be effective upon delivery); or (3) by depositing the written notice in the United States mail, properly addressed to the other party at the address provided in this article, registered or certified mail, return receipt requested, in which case such notice shall be effective on the third business day after such notice is so deposited.

- B. DG Owner's Address. DG Owner's address and numbers for the purposes of notice are:

Telephone: _____

- C. LP&L's Address. LP&L's address and numbers for the purposes of notice are:

Lubbock Power & Light
ATTN: Account Support
1401 Avenue K
Lubbock, Texas 79401
Telephone: (806) 775-2509

D. Change of Address. Either party may change its address or numbers for purposes of notice by giving written notice to the other party as provided herein, referring specifically to this Interconnection Agreement, and setting forth such new address or numbers. The address or numbers shall become effective on the 15th day after such notice is effective.

18. Miscellaneous

18.1. Entire Agreement. This Interconnection Agreement supersedes all previous agreements or representations, either written or oral, heretofore in effect between LP&L and the DG Owner, made in respect to matters herein contained, and when duly executed, this Interconnection Agreement, along with the LP&L Electric Rate/Tariff Schedule, as it may be amended from time to time, constitutes the entire agreement between Parties hereto.

18.2. Assignment

A. The Interconnection Agreement shall not be assignable by DG Owner without thirty (30) calendar days' notice to LP&L and the written consent of LP&L.

B. This Interconnection Agreement is binding on any assignees of DG Owner, and DG Owner or its assignee shall submit a written acceptance of the rights and obligations of this Interconnection Agreement to LP&L before any such assignment occurs.

18.3. Construction and Venue. THIS INTERCONNECTION AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. THIS INTERCONNECTION AGREEMENT IS PERFORMABLE IN LUBBOCK COUNTY, TEXAS. THE PARTIES HERETO HEREBY IRREVOCABLY CONSENT TO THE SOLE AND EXCLUSIVE JURISDICTION AND VENUE OF THE COURTS OF COMPETENT JURISDICTION OF THE STATE OF TEXAS, COUNTY OF LUBBOCK, FOR THE PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS CONTRACT OR THE ACTIONS THAT ARE CONTEMPLATED HEREBY.

18.4. No Third Party Beneficiaries. This Interconnection Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties and any permitted assignees, and the obligations assumed in this agreement are solely for the use and benefit of the DG Owner and LP&L, their successors-in-interest and, where permitted, their assigns.

18.5. No Waiver. The failure by LP&L to insist, on any occasion, upon strict performance of any term found in this Interconnection Agreement will not be considered to waive the obligations, rights, or duties imposed upon the Parties.

18.6. Ownership Representation and Warranty. To the extent Chapter 2274, Texas Government Code applies to this Interconnection Agreement, DG Owner represents and warrants that it is not or does not, and during the term of this Interconnection Agreement will not (1) be owned by or the majority of stock or other ownership interest of DG Owner, will not be held or controlled by (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country, as defined in Section 2274.0101, Texas Government Code; or (ii) a company or entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country as defined in Section 2274.0101, Texas Government Code; (2) be headquartered in China, Iran, North Korea, Russia, or a designated country as defined in Section

2274.0101, Texas Government Code; (3) locate its DG Facilities interconnected to LP&L's Energy System on leased real property owned by persons described by (1) or (2) of this section. DG Owner warrants and represents that LP&L's Interconnection Agreement with DG Owner therefore does not and will not violate Texas Government Code Section 2274.0101, *et seq.*

IN WITNESS WHEREOF, the Parties hereto have caused this Interconnection Agreement to be duly executed on the day and year first above written.

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

(Signature)

Date: _____

(Print or Type Name)

Title: _____

DG OWNER

(Signature)

Date: _____

(Print or Type Name)

Phone Number: _____

Emergency Phone Number: _____