

1789 US HWY 77
LOTT, TX 76656
(254) 583-4510

Rosebud-Lott ISD
80% or Better, Failure Is Not An Option!



January 29, 2015

To Mr. Price:

On the morning of January 27, we had a loss of power at the Field House, Bus Shop, Water Plant and the Wastewater Plant. After attempting localized service, we called in an electrician. The break in 3 phase power was originally detected at a splice behind the bus shop. An excavator was called in and a 4 foot hole was dug to expose the buried wiring. The repair was scheduled for the next morning. When the electrician arrived it was determined that there was no loss of power at this junction and a more power full trace mechanism was needed. The equipment arrived around 3:30p on the 28th. We traced and dug until dark. This morning after much ground work, hole digging and retracing, a consult meeting was held with the electrician and Oncor Electric's local engineer. We determined that a new 3 phase meter and line were needed above ground. This would be the quickest and most cost effective way to restore power to the affected areas.

After I spoke with you to let you know, I immediately called in a "Move-In" order with Direct Energy and a new service ESI with Oncor. Oncor submitted the enclosed quote to provide a pole with 3 transformers. Upon approval it could be 2-3 days for installation. Direct Energy is contacting corporate and setting up the "Move-In" order. Daniel Baird Electric will be submitting a quote for the wiring installation and connection to the junction box behind the bus shop. They already have 2 days invested in the job.

Everyone understands the urgency of the repair. The priority is to get the wastewater plant operational. We have secured a 3 phase generator and will begin operation as soon as possible. The bus shop has had limited power and we have been fortunate to continue full operation. Drinking water is on direct feed with no adverse effects. The fieldhouse has had limited power.

Sincerely,

Mike Rasmussen
Director of Operations
254-583-7967 x.117



AMENDMENT TO COMMERCIAL ELECTRICITY SERVICE AGREEMENT

THIS AMENDMENT TO COMMERCIAL ELECTRICITY SERVICE AGREEMENT (this "Amendment"), is entered into between Direct Energy LLP ("Direct Energy"), and Rosebud-Lott ISD ("Customer"). Direct Energy and Customer are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

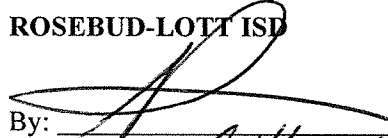
WHEREAS, the Parties entered into that certain Commercial Electricity Service Agreement dated February 24, 2012 (the "Agreement"), which provides for an ability of the Parties to add ESI IDs to the list contained in Attachment B of the Agreement, subject to certain limitations described in the Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth in the Agreement and herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- (1) Subject to the Customer's execution of the attached Offer Sheet and the execution of this Amendment by both Parties, the ESI IDs described in the attached Offer Sheet are hereby added to the list of ESI IDs described in Attachment B of the Agreement (as amended to date), to be effective for the meter read dates referenced in the attached Offer Sheet.
- (2) Except as specifically amended herein, the Agreement shall continue in full force and effect and in accordance with its original terms.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the dates set forth below.

ROSEBUD-LOTT ISD

By: 
 Printed Name: Anthony Price
 Title: Superintendent
 Date: 2/2/15

DIRECT ENERGY

By: _____
 Printed Name: _____
 Title: _____
 Date: _____

DE Proprietary

DE Proprietary

Notice: Customer's execution and submission of this Attachment B to Direct Energy shall constitute and offer by Customer to Direct Energy to purchase electricity on the terms set forth in the Agreement. The Agreement (including this Offer Sheet) shall become effective only upon (i) such execution by Buyer of the Attachment B and the Agreement; and (ii) the earlier of execution of the Agreement by Direct Energy or written confirmation by Direct Energy of its acceptance of the Agreement to Customer

ATTACHMENT B AMENDED OFFER SHEET

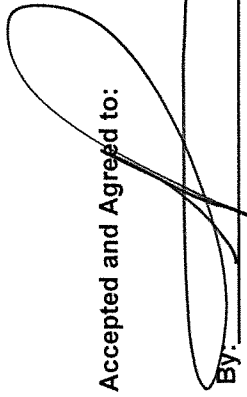
Dated February 2, 2015 between
DIRECT ENERGY, LP

And
Rosebud-Lott ISD

from the meter read(s) February 2015 to the meter read(s) May 2016
ERCOT_CI_FPR_25MAC_TX_TASB

Location	Host Utility	Account Number	Utility Rate Class	Price (cents/kWh)	Historical Annual Usage
1789 Us Highway 77 Garg	Oncor SES	1017699000006173	DR	5.435	569,600

Accepted and Agreed to:

By: 

Date: 2/3/15

DE Contract ID # _____

**Tariff for Retail Delivery Service
Oncor Electric Delivery Company LLC**

6.3 Agreements and Forms

Applicable: Entire Certified Service Area

Effective Date: September 21, 2009

Page 1 of 2

6.3.5 Discretionary Service Agreement

WR #: 3270925

Transaction ID: _____

This Discretionary Service Agreement ("Agreement") is made and entered into this 30 day of Jan, 2015 by Oncor Electric Delivery Company LLC ("Oncor Electric Delivery Company" or "Company"), a Delaware limited liability company and distribution utility, and Rosebud Lott ISD ("Customer"), a _____, each hereinafter sometimes referred to individually as "Party" or both referred to collectively as the "Parties". In consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. **Discretionary Services to be Provided** – Company agrees to provide, and Customer agrees to pay for, the following discretionary services in accordance with this Agreement.

Re serving bus barn at 1789 hwy 77

2. **Nature of Service and Company's Retail Delivery Service Tariff** – Any discretionary services covered by this Agreement will be provided by Company, and accepted by Customer, in accordance with applicable Public Utility Commission of Texas ("PUCT") Substantive Rules and Company's Tariff for Retail Delivery Service (including the Service Regulations contained therein), as it may from time to time be fixed and approved by the PUCT ("Company's Retail Delivery Tariff"). During the term of this Agreement, Company is entitled to discontinue service, interrupt service, or refuse service initiation requests under this Agreement in accordance with applicable PUCT Substantive Rules and Company's Retail Delivery Tariff. Company's Retail Delivery Tariff is part of this Agreement to the same extent as if fully set out herein. Unless otherwise expressly stated in this Agreement, the terms used herein have the meanings ascribed thereto in Company's Retail Delivery Tariff.

3. **Discretionary Service Charges** – Charges for any discretionary services covered by this Agreement are determined in accordance with Company's Retail Delivery Tariff. Company and Customer agree to comply with PUCT or court orders concerning discretionary service charges.

4. **Term and Termination** – This Agreement becomes effective upon acceptance by Customer and continues in effect until until completion of project. Termination of this Agreement does not relieve Company or Customer of any obligation accrued or accruing prior to termination.

5. **No Other Obligations** – This Agreement does not obligate Company to provide, or entitle Customer to receive, any service not expressly provided for herein. Customer is responsible for making the arrangements necessary for it to receive any further services that it may desire from Company or any third party.

6. **Governing Law and Regulatory Authority** – This Agreement was executed in the State of Texas and must in all respects be governed by, interpreted, construed, and enforced in accordance with the laws thereof. This Agreement is subject to all valid, applicable federal, state, and local laws, ordinances, and rules and regulations of duly constituted regulatory authorities having jurisdiction.

7. **Amendment** – This Agreement may be amended only upon mutual agreement of the Parties, which amendment will not be effective until reduced to writing and executed by the Parties. But changes to applicable PUCT Substantive Rules and Company's Retail Delivery Tariff are applicable to this Agreement upon their effective date and do not require an amendment of this Agreement.

8. **Entirety of Agreement and Prior Agreements Superseded** – This Agreement, including all attached Exhibits, which are expressly made a part hereof for all purposes, constitutes the entire agreement and understanding between the Parties with regard to the service(s) expressly provided for in this Agreement. The Parties are not bound by or liable for any statement, representation, promise, inducement, understanding, or undertaking of any kind or nature (whether written or oral) with regard to the subject matter hereof not set forth or provided for herein. This Agreement replaces all prior agreements and undertakings, oral or written, between the Parties with regard to the subject matter hereof, including without limitation any prior agreements, and all such agreements and undertakings are agreed by the Parties to no longer be of any force or effect. It is expressly acknowledged that the Parties may have other agreements covering other services not expressly provided for herein, which agreements are unaffected by this Agreement.

9. **Notices** -- Notices given under this Agreement are deemed to have been duly delivered if hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, to:

- (a) If to Company:
oncor
attn mlke darst
3620 franklin ave waco tx 76710-7328
254-750-5283



**Tariff for Retail Delivery Service
Oncor Electric Delivery Company LLC**

6.3 Agreements and Forms
Applicable: Entire Certified Service Area
Effective Date: September 21, 2009

(b) If to Customer:
Rosebud Lott ISD

The above-listed names, titles, and addresses of either Party may be changed by written notification to the other.

10. **Invoicing and Payment** – Invoices for any discretionary services covered by this Agreement will be mailed by Company to the following address (or such other address directed in writing by Customer), unless Customer is capable of receiving electronic invoicing from Company, in which case Company is entitled to transmit electronic invoices to Customer.

Rosebud Lott ISD
\$9265.11 due at time of agreement execution price good
for 30 days

If Company transmits electronic invoices to Customer, Customer must make payment to Company by electronic funds transfer. Electronic invoicing and payment by electronic funds transfer will be conducted in accordance with Company's standard procedures. Company must receive payment by the due date specified on the invoice. If payment is not received by the Company by the due date shown on the invoice, a late fee will be calculated and added to the unpaid balance until the entire invoice is paid. The late fee will be 5% of the unpaid balance per invoice period.

11. **No Waiver** – The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered to waive the obligations, rights, or duties imposed upon the Parties.

12. **Taxes** – All present or future federal, state, municipal, or other lawful taxes (other than federal income taxes) applicable by reason of any service performed by Company, or any compensation paid to Company, hereunder must be paid by Customer.

13. **Headings** – The descriptive headings of the various articles and sections of this Agreement have been inserted for convenience of reference only and are to be afforded no significance in the interpretation or construction of this Agreement.

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

15. **Other Terms and Conditions** –
(i) Customer has disclosed to Company all underground facilities owned by Customer or any other party that is not a public utility or governmental entity, that are located within real property owned by Customer. In the event that Customer has failed to do so, or in the event of the existence of such facilities of which Customer has no knowledge, Company, its agents and contractors, shall have no liability, of any nature whatsoever, to Customer, or Customer's agents or assignees, for any actual or consequential damages resulting from damage to such undisclosed or unknown facilities.
(ii)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their respective duly authorized representatives.

Oncor Electric Delivery Company LLC

Rosebud Lott ISD
Customer / Company Name

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date



Michael Rasmussen

From: Daniel Baird Electric <donotreply@intuit.com>
Sent: Friday, January 30, 2015 10:58 AM
To: Michael Rasmussen
Cc: danielbairdelectric@gmail.com
Subject: Estimate from Daniel Baird Electric
Attachments: Estimate_1090_from_Daniel_Baird_Electric.pdf

Dear Rosebud Lott,

Please review the estimate below. Feel free to contact us if you have any questions.
We look forward to working with you.

Thanks for your business!
Daniel Baird Electric

----- Estimate -----

Daniel Baird Electric

5609 plantation
waco, TX 76708
(254)424-7225
danielbairdelectric@gmail.com

Estimate No.: 1090
Date: 01/30/2015
Exp. Date: 02/28/2015
\$6,500.00

Address:

Rosebud Lott
High School waste/ water plant

<u>Activity</u>	<u>Amount</u>
Build 3 phase service on side of bus barn	
Feed out of new 3 phase 200Amp disconnect across bus barn to existing disconnect	
Material and Labor and 1 day 2 men of locating wire included in this price	
Total	6,500.00

Total: \$6,500.00



RENTAL QUOTE

BRANCH L34
5210 SO GENERAL BRUCE
TEMPLE TX 76502
254-778-4449
254-778-9244 FAX

125930882

Job Site
ROSEBUD-LOTT HIGH SCHOOL
1789 HW 77
x:X@X
LOTT TX 76656
Office: 254-583-4510 Cell: 254-583-7967

Customer # : 1287881
Quote Date : 01/30/15
Estimated Out : 01/30/15 12:00 PM
Estimated In : 02/06/15 12:00 PM
UR Job Loc : 1789 HW 77, LOTT
UR Job # : 1
Customer Job ID: 1
P.O. # : TBD
Ordered By : MIKE RASMUSSEN
Written By : RANDALL GARZA
Salesperson : ROBERT BABCOCK JR

ROSEBUD LOTT ISD
P O BOX 638
ROSEBUD TX 76570

**This is not an invoice
Please do not pay from this document**

RENTAL ITEMS:								
Qty	Equipment	Description	Minimum	Day	Week	4 Week	Estimated Amt.	
1	2403131	GENERATOR 19-29 KVA	267.00	267.00	700.00	1775.00	700.00	
							Rental Subtotal:	700.00
SALES/MISCELLANEOUS ITEMS:								
Qty	Item		Price		Unit of Measure		Extended Amt.	
1	TX UNIT PROPERTY TAX	[DRSURT/MCI]	1.534		EACH		1.53	
1	ENVIRONMENTAL CHARGE	[ENV/MCI]	9.100		EACH		9.10	
							Sales/Misc Subtotal:	10.63
							Agreement Subtotal:	710.63
							Rental Protection:	98.00
							Tax:	66.59
							Estimated Total:	875.22

COMMENTS/NOTES:

Mike Rasmussen 254-583-7969 Ext. 117

COPY

Note: This proposal may be withdrawn if not accepted within 30 days.

THIS IS NOT A RENTAL AGREEMENT. THE RENTAL OF EQUIPMENT AND ANY OTHER ITEMS LISTED ABOVE IS SUBJECT TO AVAILABILITY AND ACCEPTANCE OF THE TERMS AND CONDITIONS OF UNITED'S RENTAL AGREEMENT, WHICH MUST BE SIGNED PRIOR TO OR UPON DELIVERY OF THE EQUIPMENT AND OTHER ITEMS.