



## **Filing Receipt**

**Filing Date - 2024-09-23 06:04:52 PM**

**Control Number - 56822**

**Item Number - 179**



**George Hoyt**  
Assistant General Counsel  
Legal Services – Regulatory  
Entergy Services, LLC  
512-487-3945 | ghoyt90@entergy.com  
919 Congress Ave., Suite 701, Austin, TX 78701

September 23, 2024

Central Records  
Public Utility Commission of Texas  
1701 N. Congress Avenue, 7<sup>th</sup> Floor  
Austin, Texas 78711-3326

**Re:** Docket No. 56822 – *Investigation of Emergency Preparedness and Response by Utilities in Houston and Surrounding Communities*

Dear Central Records:

Entergy Texas, Inc. (“ETI”) previously filed responses to Public Utility Commission of Texas Staff’s (“Staff”) First Requests for Information (“RFI”) in this project, which included certain information designated as Highly Sensitive Protected Materials. Upon further review, ETI has confirmed that some information initially designated as Highly Sensitive Protected Materials can be produced publicly. Accordingly, ETI now files public versions of certain attachments to ETI’s responses to Staff RFI Nos. 1-66, 1-72, 1-76, and 1-86.

Please do not hesitate to reach out with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'G. Hoyt', written over a horizontal line.

George Hoyt

\*Non-Reject define as treatment was added and does not need to be restored or replaced.

\*Reject define as pole that either requires a C-Truss or needs replacement

Circuit Name	Count of Pole Failures	Date Last Inspected	Inspection Status	
			Non-Reject*	Reject*
104SL	1	2011	739	13
17LOB	1	2013	898	23
180AM	1	2020	1086	60
317TA	1	2021	1153	111
334NC	1	2013	2398	15
432KT	1	2013	1909	42
453KT	2	2007	762	61
461SI	1	2014	460	8
462SI	3	2014	937	12
471NS	5	2014	1841	49
476MD	1	2014	1134	48
477MD	5	2002	-	-
511CN	1	2007	537	20
521BW	1	2013	688	21
53BAT	4	2003	-	-
724DY	1	2002	-	-
743DA	1	2003	-	-
761SA	5	2012	1113	21
920DO	2	2022	5628	297
982GR	4	2015	2329	43
88WED	1	2016	906	82
176PR	1	2014	191	1
35HDN	1	2010	1665	42
682VI	1	2018	2045	70
352ON	1	2022	732	55
362BD	1	2022	1155	115
681VI	1	2023	1020	128
18LOB	3	2014	594	8
479MD	1	2014	1252	54
233ST	2	2020	1852	173

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\*Reject define as pole that either requires a C-Truss or needs replacement

Circuit Name	Count of Pole Failures	Date Last Inspected	Inspection Status	
			Non-Reject	Reject
308SP	5	2024	1254	37
310SP	7	2024	3554	37
311SP	11	2024	431	8
403CV	20	2024	1735	216
404CV	3	2024	2087	162
405CV	4	2024	1459	43
406CV	11	2024	3477	180
425CV	79	2024	4638	352
54FTW	1	2023	157	23
103CD	1	2023	143	2
157HA	1	2023	219	7
22HKS	1	2023	330	122
324CO	1	2023	1134	105
332AD	1	2023	760	59
375MR	1	2023	1012	115
566CR	13	2023	3183	112
567CR	17	2023	2361	163
570CR	4	2023	2410	83
61GRO	1	2023	956	148
62GRO	5	2023	903	131
66MAN	2	2023	1056	113
67MAN	2	2023	778	57
762AL	3	2023	514	13
765AL	1	2023	150	17
770AL	4	2023	906	32
771AL	7	2023	784	40
81LAV	4	2023	866	178
112WS	2	2022	373	110
159CH	1	2022	1064	89
160CH	1	2022	1427	63
166CH	2	2022	842	31
185PS	2	2022	1962	149
325CO	2	2022	1123	95
352ON	1	2022	732	55
363BD	1	2022	2387	69
40LNB	3	2022	1183	91
41LNB	1	2022	920	162
42LNB	1	2022	274	24
68PTA	3	2022	1623	180
90MPL	1	2022	354	115
920DO	6	2022	5628	297
92CHI	2	2022	2061	116
93CHI	2	2022	2158	217
193NE	1	2021	1706	205
211BA	1	2021	1726	167
213BA	10	2021	4645	576
22YAN	1	2021	1320	259
251KP	6	2021	3574	256
257GV	2	2021	436	36
316TA	8	2021	772	52
317TA	4	2021	1153	111
360HT	3	2021	399	9
362HT	3	2021	1911	85
363HT	10	2021	2062	137
364HT	8	2021	2556	159
365HT	5	2021	439	27

37TYR	1	2021	618	53
45PTN	2	2021	46	5
545PL	11	2021	938	17
546PL	4	2021	166	2
598TA	25	2021	1649	23
599TA	5	2021	923	74
119RB	3	2021	1269	45
195CR	1	2020	272	19
162VD	1	2020	1916	156
163VD	4	2020	1950	154
231ST	2	2020	1048	120
232ST	3	2020	2823	313
233ST	1	2020	1852	173
268RV	2	2020	3162	431
342JT	6	2020	1278	27
343JT	32	2020	2524	204
345JT	35	2020	3885	319
351PW	2	2020	626	5
48TCO	1	2020	674	34
537LA	3	2020	2354	230
540LA	3	2020	1564	64
544JT	2	2020	3943	114
269RV	2	2019	5923	619
380MC	1	2019	3840	343
782PW	4	2019	348	23
806PD	5	2019	4336	571
31BRC	1	2018	607	132
682Vi	2	2018	2045	70
743OK	12	2018	529	9
130CE	1	2016	771	122
307SP	35	2016	2040	251
512CN	1	2016	797	92
88WED	1	2016	906	82
238CR	3	2015	1465	29
336NC	3	2015	1408	4
572CN	5	2015	636	3
592WR	2	2015	6464	116
600HU	1	2015	3927	53
982GR	1	2015	2329	43
250BY	1	2014	1004	22
121EL	1	2014	1047	16
21NOE	2	2014	1337	38
241WS	3	2014	1628	39
471NS	1	2014	1841	49
479MD	1	2014	1252	54
580LM	1	2014	783	4
239CR	2	2013	625	7
334NC	6	2013	2398	15
338NC	3	2013	106	
441LU	3	2013	3494	75
515CN	1	2013	836	10
520BW	1	2013	2373	31
521BW	1	2013	688	21
522BW	1	2013	67	
574CN	2	2013	720	7
581LM	1	2013	509	4
611HU	1	2013	1943	22
628TE	4	2013	991	15
632WT	4	2013	654	10
634WT	1	2013	1484	11
670GE	10	2013	756	12

682GR	3	2013	510	5
131VI	1	2012	1567	38
740OK	10	2012	1480	17
741OK	1	2012	268	13
744DA	1	2012	1476	31
92STG	1	2012		1
104SL	1	2011	739	13
111MC	3	2011	563	8
112MC	5	2011	797	57
337NC	5	2011	626	13
457FL	1	2011	718	10
582LM	1	2011	413	21
583LM	1	2011	1235	18
607HU	3	2011	1789	31
905NA	6	2011	1044	28
304NC	18	2010	1516	37
321AP	7	2010	760	30
333NC	7	2010	5513	58
35HDN	3	2010	1665	42
505CN	1	2010	640	15
507CN	1	2010	1504	43
513CN	1	2010	1558	18
514CN	1	2010	1772	30
519DO	3	2010	2801	9
570DC	3	2010	3010	73
577CN	2	2010	378	7
593WD	1	2010	796	13
711MG	4	2010	1814	40
73RAY	3	2010	1364	51
74RAY	4	2010	2497	41
883GR	2	2010	2388	53
904NA	2	2010	1177	19
744OK	5	2008	675	75
506WR	4	2007	3720	76
568DC	1	2007	1021	27
594WD	1	2007	1413	39
726DY	9	2007	2248	270
511CN	4	2007	537	20
100BL	1	-	-	-
105SL	2	2003	-	-
106HM	1	2000	-	-
120EL	1	1999	-	-
122EL	2	1999	-	-
123EL	1	1999	-	-
132CE	1	2000	-	-
204TB	3	-	-	-
206TB	2	-	-	-
207TB	1	-	-	-
226HI	1	-	-	-
227HI	4	-	-	-
30BRC	3	2014	-	-
320AP	17	2003	-	-
32BRC	1	2014	-	-
335NC	29	2003	-	-
33BRC	1	2014	-	-
346JT	3	-	-	-
350PW	16	-	-	-
426CV	42	2004	-	-
436TI	2	-	-	-
437TI	2	-	-	-
528CM	1	-	-	-

549JT	13	-	-	-
627TE	1	2003	-	-
650VT	2	-	-	-
652VT	2	-	-	-
655VT	2	-	-	-
657VT	3	-	-	-
723DY	2	2002	-	-
724DY	2	2002	-	-
733SN	3	-	-	-
737CY	1	-	-	-
743DA	2	2003	-	-
745OK	4	2012	-	-
750FO	2	-	-	-
753FO	5	-	-	-
754FO	3	-	-	-
759FO	5	-	-	-
75RAY	2	-	-	-
781EG	6	2004	-	-

Attachments TP-56822-00PUS001-X072 & TP-56822-00PUS001-X076 have been provided in native format.





**EDISON ELECTRIC  
INSTITUTE**

**RESTORE**

**SUGGESTED GOVERNING PRINCIPLES COVERING  
EMERGENCY ASSISTANCE ARRANGEMENTS  
BETWEEN EDISON ELECTRIC INSTITUTE MEMBER COMPANIES**

Electric companies have occasion to call upon other companies for emergency assistance in the form of personnel or equipment to aid in maintaining or restoring electric utility service when such service has been disrupted by acts of the elements, equipment malfunctions, accidents, sabotage or any other occurrences where the parties deem emergency assistance to be necessary or advisable. While it is acknowledged that a company is not under any obligation to furnish such emergency assistance, experience indicates that companies are willing to furnish such assistance when personnel or equipment are available.

In the absence of a continuing formal contract between a company requesting emergency assistance ("Requesting Company") and a company willing to furnish such assistance ("Responding Company"), the following principles are suggested as the basis for a contract governing emergency assistance to be established at the time such assistance is requested:

1. The emergency assistance period shall commence when personnel and/or equipment expenses are initially incurred by the Responding Company in response to the Requesting Company's needs. (This would include any request for the Responding Company to prepare its employees and/or equipment for transport to the Requesting Company's location but to await further instructions before departing). The emergency assistance period shall terminate when such employees and/or equipment have returned to the Responding Company, and shall include any mandated DOT rest time resulting from the assistance provided and reasonable time required to prepare the equipment for return to normal activities (e.g. cleaning off trucks, restocking minor materials, etc.).
2. To the extent possible, the companies should reach a mutual understanding and agreement in advance on the anticipated length – in general – of the emergency assistance period. For extended assistance periods, the companies should agree on the process for replacing or providing extra rest for the Responding Company's employees. It is understood and agreed that if, in the Responding Company's judgment such action becomes necessary the decision to terminate the assistance and recall employees, contractors, and equipment lies solely with the Responding Company. The Requesting Company will take the necessary action to return such employees, contractors, and equipment promptly.
3. Employees of Responding Company shall at all times during the emergency assistance period continue to be employees of Responding Company and shall not be deemed employees of Requesting Company for any purpose. Responding Company shall be an independent Contractor of Requesting Company and wages, hours and other terms and conditions of employment of Responding Company shall remain applicable to its employees during the emergency assistance period.
4. Responding Company shall make available at least one supervisor in addition to crew foremen. All instructions for work to be done by Responding Company's crews shall be given by Requesting Company to Responding Company's supervisor(s); or, when



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Responding Company's crews are to work in widely separate areas, to such of Responding Company's foremen as may be designated for the purpose by Responding Company's supervisor(s).

5. Unless otherwise agreed by the companies, Requesting Company shall be responsible for supplying and/or coordinating support functions such as lodging, meals, materials, etc. As an exception to this, the Responding Company shall normally be responsible for arranging lodging and meals en route to the Receiving Company and for the return trip home. The cost for these in transit expenses will be covered by the requesting company.
6. Responding Company's safety rules shall apply to all work done by their employees. Unless mutually agreed otherwise, the Requesting Company's switching and tagging rules should be followed to ensure consistent and safe operation. Any questions or concerns arising about any safety rules and/or procedures should be brought to the proper level of management for prompt resolution between management of the Requesting and Responding Companies.
7. All time sheets and work records pertaining to Responding Company's employees furnishing emergency assistance shall be kept by Responding Company.
8. Requesting Company shall indicate to Responding Company the type and size of trucks and other equipment desired as well as the number of job function of employees requested but the extent to which Responding Company makes available such equipment and employees shall be at Responding Company's sole discretion.
9. Requesting Company shall reimburse Responding Company for all costs and expenses incurred by Responding Company as a result of furnishing emergency assistance. Responding Company shall furnish documentation of expenses to Requesting Company. Such costs and expenses shall include, but not be limited to, the following:
  - a. Employees' wages and salaries for paid time spent in Requesting Company's service area and paid time during travel to and from such service area, plus Responding Company's standard payable additives to cover all employee benefits and allowances for vacation, sick leave and holiday pay and social and retirement benefits, all payroll taxes, workmen's compensation, employer's liability insurance and other contingencies and benefits imposed by applicable law or regulation.
  - b. Employee travel and living expenses (meals, lodging and reasonable incidentals).
  - c. Replacement cost of materials and supplies expended or furnished.
  - d. Repair or replacement cost of equipment damaged or lost.
  - e. Charges, at rates internally used by Responding Company, for the use of transportation equipment and other equipment requested.



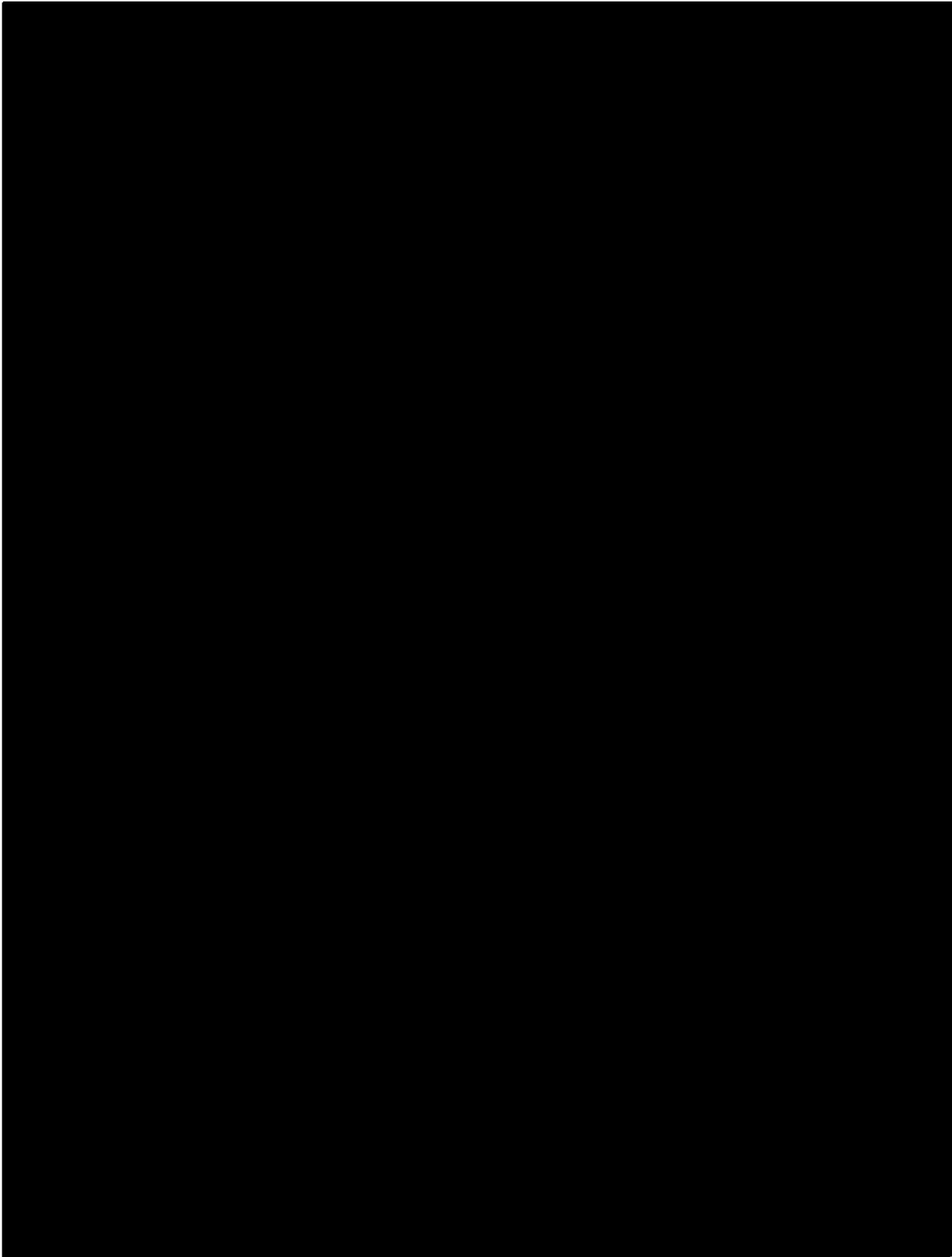
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INSTITUTE**

**RESTORE**

- f. Administrative and general costs, which are properly allocable to the emergency assistance to the extent such costs, are not chargeable pursuant to the foregoing subsections.
10. Requesting Company shall pay all costs and expenses of Responding Company within sixty days after receiving an invoice therefor.
11. Requesting Company shall indemnify, hold harmless and defend the Responding Company from and against any and all liability for loss, damage, cost or expense which Responding Company may incur by reason of bodily injury, including death, to any person or persons or by reason of damage to or destruction of any property, including the loss of use thereof, which result from furnishing emergency assistance and whether or not due in whole or in part to any act, omission, or negligence of Responding Company except to the extent that such death or injury to person, or damage to property, is caused by the willful or wanton misconduct and / or gross negligence of the Responding Company. Where payments are made by the Responding Company under a workmen's compensation or disability benefits law or any similar law for bodily injury or death resulting from furnishing emergency assistance, Requesting Company shall reimburse the Responding Company for such payments, except to the extent that such bodily injury or death is caused by the willful or wanton misconduct and / or gross negligence of the Responding Company..
12. In the event any claim or demand is made or suit or action is filed against Responding Company alleging liability for which Requesting Company shall indemnify and hold harmless Responding Company under paragraph (11) above, Responding Company shall promptly notify Requesting Company thereof, and Requesting Company, at its sole cost and expense, shall settle, compromise or defend the same in such manner as it in its sole discretion deems necessary or prudent. Responding Company shall cooperate with Requesting Company's reasonable efforts to investigate, defend and settle the claim or lawsuit.
13. Non-affected companies should consider the release of contractors during restoration activities. The non-affected company shall supply the requesting companies with contact information of the contractors (this may be simply supplying the contractors name). The contractors will negotiate directly with requesting companies.

Last update September 2005

- Section 11 and 12 updated



**Edison Electric Institute  
Mutual Assistance Agreement**

Edison Electric Institute ("EEI") member companies have established and implemented an effective system whereby member companies may receive and provide assistance in the form of personnel and equipment to aid in restoring and/or maintaining electric utility service when such service has been disrupted by acts of the elements, equipment malfunctions, accidents, sabotage, or any other occurrence for which emergency assistance is deemed to be necessary or advisable ("Emergency Assistance"). This Mutual Assistance Agreement sets forth the terms and conditions to which the undersigned EEI member company ("Participating Company") agrees to be bound on all occasions that it requests and receives ("Requesting Company") or provides ("Responding Company") Emergency Assistance from or to another Participating Company who has also signed the EEI Mutual Assistance Agreement; provided, however, that if a Requesting Company and one or more Responding Companies are parties to another mutual assistance agreement at the time of the Emergency Assistance is requested, such other mutual assistance agreement shall govern the Emergency Assistance among those Participating Companies.

In consideration of the foregoing, the Participating Company hereby agrees as follows:

- (1) When providing Emergency Assistance to or receiving Emergency Assistance from another Participating Company, the Participating Company will adhere to the written principles developed by EEI members to govern Emergency Assistance arrangements among member companies ("EEI Principles"), that are in effect as of the date of a specific request for Emergency Assistance, unless otherwise agreed to in writing by each Participating Company.
- (2) With respect to each Emergency Assistance event, Requesting Companies agree that they will reimburse Responding Companies for all costs and expenses incurred by Responding Companies in providing Emergency Assistance as provided under the EEI Principles, unless otherwise agreed to in writing by each Participating Company; provided, however, that Responding Companies must maintain auditable records in a manner consistent with the EEI Principles.
- (3) During each Emergency Assistance event, the conduct of the Requesting Companies and the Responding Companies shall be subject to the liability and indemnification provisions set forth in the EEI Principles.
- (4) A Participating Company may withdraw from this Agreement at any time. In such an event, the company should provide written notice to EEI's Director of Security of Transmission and Distribution Operations.

(5) EEI's Director of Security of Transmission and Distribution Operations shall maintain a list of each Participating Company which shall be posted on the RestorePower web site at [www.restorepower.com](http://www.restorepower.com). However, a Participating Company may request a copy of the signed Mutual Assistance Agreement of another Participating Company prior to providing or receiving Emergency Assistance.

ENERGY SERVICES, INC., acting as agent for  
ENERGY ARKANSAS, INC., ENERGY GULF STATES LOUISIANA, L.L.C.,  
ENERGY LOUISIANA, L.L.C., ENERGY MISSISSIPPI INC.,  
ENERGY NEW ORLEANS, INC., ENERGY TEXAS, INC.  
(each, a Participating Company)

\_\_\_\_\_  
Company Name

By: 

Name: Randall W. Helmick

Title: Vice-President, Transmission-ESI

Date: January 1, 2008



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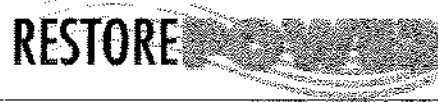


**SUGGESTED GOVERNING PRINCIPLES COVERING  
EMERGENCY ASSISTANCE ARRANGEMENTS  
BETWEEN EDISON ELECTRIC INSTITUTE MEMBER COMPANIES**

Electric companies have occasion to call upon other companies for emergency assistance in the form of personnel or equipment to aid in maintaining or restoring electric utility service when such service has been disrupted by acts of the elements, equipment malfunctions, accidents, sabotage or any other occurrences where the parties deem emergency assistance to be necessary or advisable. While it is acknowledged that a company is not under any obligation to furnish such emergency assistance, experience indicates that companies are willing to furnish such assistance when personnel or equipment are available.

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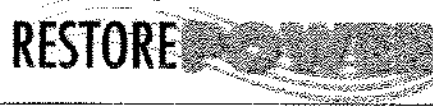
1. The emergency assistance period shall commence when personnel and/or equipment expenses are initially incurred by the Responding Company in response to the Requesting Company's needs. (This would include any request for the Responding Company to prepare its employees and/or equipment for transport to the Requesting Company's location but to await further instructions before departing). The emergency assistance period shall terminate when such employees and/or equipment have returned to the Responding Company, and shall include any mandated DOT rest time resulting from the assistance provided and reasonable time required to prepare the equipment for return to normal activities (e.g. cleaning off trucks, restocking minor materials, etc.).
2. To the extent possible, the companies should reach a mutual understanding and agreement in advance on the anticipated length – in general – of the emergency assistance period. For extended assistance periods, the companies should agree on the process for replacing or providing extra rest for the Responding Company's employees. It is understood and agreed that if, in the Responding Company's judgment such action becomes necessary the decision to terminate the assistance and recall employees, contractors, and equipment lies solely with the Responding Company. The Requesting Company will take the necessary action to return such employees, contractors, and equipment promptly.
3. Employees of Responding Company shall at all times during the emergency assistance period continue to be employees of Responding Company and shall not be deemed employees of Requesting Company for any purpose. Responding Company shall be an independent Contractor of Requesting Company and wages, hours and other terms and conditions of employment of Responding Company shall remain applicable to its employees during the emergency assistance period.
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Responding Company's crews are to work in widely separate areas, to such of Responding Company's foremen as may be designated for the purpose by Responding Company's supervisor(s).

5. Unless otherwise agreed by the companies, Requesting Company shall be responsible for supplying and/or coordinating support functions such as lodging, meals, materials, etc. As an exception to this, the Responding Company shall normally be responsible for arranging lodging and meals en route to the Receiving Company and for the return trip home. The cost for these in transit expenses will be covered by the requesting company.
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7. All time sheets and work records pertaining to Responding Company's employees furnishing emergency assistance shall be kept by Responding Company.
8. Requesting Company shall indicate to Responding Company the type and size of trucks and other equipment desired as well as the number of job function of employees requested but the extent to which Responding Company makes available such equipment and employees shall be at Responding Company's sole discretion.
9. Requesting Company shall reimburse Responding Company for all costs and expenses incurred by Responding Company as a result of furnishing emergency assistance. Responding Company shall furnish documentation of expenses to Requesting Company. Such costs and expenses shall include, but not be limited to, the following:
  - a. Employees' wages and salaries for paid time spent in Requesting Company's service area and paid time during travel to and from such service area, plus Responding Company's standard payable additives to cover all employee benefits and allowances for vacation, sick leave and holiday pay and social and retirement benefits, all payroll taxes, workmen's compensation, employer's liability insurance and other contingencies and benefits imposed by applicable law or regulation.
  - b. Employee travel and living expenses (meals, lodging and reasonable incidentals).
  - c. Replacement cost of materials and supplies expended or furnished.
  - d. Repair or replacement cost of equipment damaged or lost.
  - e. Charges, at rates internally used by Responding Company, for the use of transportation equipment and other equipment requested.





- f. Administrative and general costs, which are properly allocable to the emergency assistance to the extent such costs, are not chargeable pursuant to the foregoing subsections.
10. Requesting Company shall pay all costs and expenses of Responding Company within sixty days after receiving an invoice therefor.
11. Requesting Company shall indemnify, hold harmless and defend the Responding Company from and against any and all liability for loss, damage, cost or expense which Responding Company may incur by reason of bodily injury, including death, to any person or persons or by reason of damage to or destruction of any property, including the loss of use thereof, which result from furnishing emergency assistance and whether or not due in whole or in part to any act, omission, or negligence of Responding Company except to the extent that such death or injury to person, or damage to property, is caused by the willful or wanton misconduct and / or gross negligence of the Responding Company. Where payments are made by the Responding Company under a workmen's compensation or disability benefits law or any similar law for bodily injury or death resulting from furnishing emergency assistance, Requesting Company shall reimburse the Responding Company for such payments, except to the extent that such bodily injury or death is caused by the willful or wanton misconduct and / or gross negligence of the Responding Company..
12. In the event any claim or demand is made or suit or action is filed against Responding Company alleging liability for which Requesting Company shall indemnify and hold harmless Responding Company under paragraph (11) above, Responding Company shall promptly notify Requesting Company thereof, and Requesting Company, at its sole cost and expense, shall settle, compromise or defend the same in such manner as it in its sole discretion deems necessary or prudent. Responding Company shall cooperate with Requesting Company's reasonable efforts to investigate, defend and settle the claim or lawsuit.
13. Non-affected companies should consider the release of contractors during restoration activities. The non-affected company shall supply the requesting companies with contact information of the contractors (this may be simply supplying the contractors name). The contractors will negotiate directly with requesting companies.

Last update September 2005

- Section 11 and 12 updated

The following files are not convertible:

TP-56822-00PUS001-X066\_Public.xlsx  
TP-56822-00PUS001-X072\_Public.xlsx  
TP-56822-00PUS001-X076\_Public.xlsx

Please see the ZIP file for this Filing on the PUC Interchange in order to access these files.

Contact [centralrecords@puc.texas.gov](mailto:centralrecords@puc.texas.gov) if you have any questions.