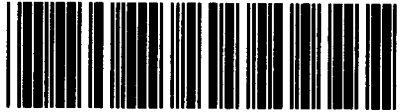


Control Number: 35077



Item Number: 127

Addendum StartPage: 0

PUC Project No. 35077

Restated and Amended

INTERCONNECTION AGREEMENT

Between

AEP Texas North Company

and

LCRA Transmission Services Corporation

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PUBLIC UTILITIES DIVISION

March 16, 2007

**RESTATED AND AMENDED
INTERCONNECTION AGREEMENT
BETWEEN
AEP TEXAS NORTH COMPANY
AND
LCRA TRANSMISSION SERVICES CORPORATION**

DATED: MARCH 16, 2007

**RESTATED AND AMENDED
INTERCONNECTION AGREEMENT
BETWEEN
AEP TEXAS NORTH COMPANY
AND
LCRA TRANSMISSION SERVICES CORPORATION**

This Agreement is made and entered into this 16th day of March, 2007, by and between AEP Texas North Company ("AEP") and LCRA Transmission Services Corporation ("LCRA") each sometimes hereinafter referred to individually as "Party" or both referred to collectively as "Parties".

WITNESSETH

WHEREAS, this Agreement is a restated and amended interconnection agreement from an earlier interconnection agreement dated July 29, 2000 between West Texas Utilities Company and the Lower Colorado River Authority ("the 2000 Interconnection Agreement"); and

WHEREAS, West Texas Utilities Company is now known as AEP Texas North Company; and

WHEREAS, LCRA Transmission Services Corporation is the assignee of the Lower Colorado River Authority; and

WHEREAS, the Parties each own and operate electric utility systems in Texas for the transmission of electric power and energy; and

WHEREAS, the Parties are both members of the Electric Reliability Council of Texas ("ERCOT") and are subject to regulation by the Public Utility Commission of Texas ("PUCT"); and

WHEREAS, the wholesale electricity market in Texas has been changed significantly by the State of Texas, PUCT, and ERCOT since the 2000 Interconnection Agreement was entered into; and

WHEREAS, the Parties recognize that the 2000 Interconnection Agreement does not reflect either the changes in the Texas wholesale electricity market or the terms and conditions that they now desire in an interconnection agreement; and

WHEREAS, the Parties have recently established several new interconnections between their electrical systems; and

WHEREAS, the Parties desire to provide for the interconnection of their respective electric systems in the respects, and under the terms and conditions set forth below;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and conditions herein set forth, the Parties agree as follows:

ARTICLE I – EFFECTIVE DATE AND TERM

1.1 This Agreement and any subsequent addendum to this Agreement shall become effective on the date accepted by the Federal Energy Regulatory Commission (FERC), or any other regulatory agency or agencies having jurisdiction. The Parties shall request the FERC or any other regulatory agency or agencies having jurisdiction, to make the effective date be the date

first appearing above. Unless otherwise mutually agreed, this Agreement shall remain in effect initially for a period of ten (10) years from the effective date, and shall continue in effect thereafter for periods of one year each, unless canceled after such initial period or any subsequent period by either Party upon at least three (3) years written notice to the other Party.

1.2 Upon execution of this Agreement the 2000 Interconnection Agreement shall terminate.

ARTICLE II – OBJECTIVE AND SCOPE

2.1 It is the intent of the Parties, by this Agreement, to state the terms and conditions under which the Parties' transmission and distribution systems will be interconnected or wholesale metering points will be established and to identify the facilities and equipment provided by each Party at the points of interconnection between their systems

2.2 This Agreement shall apply to the ownership, control, operation, and maintenance of those facilities which are specifically identified and described in the Facility Schedules which are attached hereto and incorporated herein, to permit interchange of power and energy between the Parties or to meter the power and energy delivered at a wholesale delivery point on a Party's system.

2.3 This Agreement, including all attached Facility Schedules, constitutes the entire agreement and understanding between the Parties with regard to the interconnection of the facilities of the Parties at the Points of Interconnection 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 if not set forth or provided for herein. This Agreement replaces all other agreements and undertakings, oral and written, between the Parties with regard to the subject matter hereof. It is expressly acknowledged that the Parties may have other agreements covering other services not expressly provided for herein. Such agreements are unaffected by this Agreement.

ARTICLE III – DEFINITIONS

For purposes of this Agreement, the following definitions shall apply:

3.1 Agreement shall mean this Agreement with all exhibits, schedules, and attachments applying hereto, including any exhibits, schedules, attachments, and any amendments hereafter made.

3.2 ERCOT shall mean the Electric Reliability Council of Texas, Inc.

3.3 ERCOT Protocols shall mean the documents adopted by ERCOT, and approved by the PUCT, including any attachments or exhibits referenced in the ERCOT Protocols, as amended from time to time, that contain the scheduling, operating, planning, reliability, and settlement policies (including customer registration), rules, guidelines, procedures, standards, and criteria of ERCOT.

3.4 Facility Schedule(s) shall mean the addendum(s) to this Agreement that describe the agreement on ownership, control, operation, and maintenance responsibilities of the Parties at the Point(s) of Interconnection and any additional terms and conditions of this Agreement that apply

specifically to the Point(s) of Interconnection.

3.5 FERC shall mean the Federal Energy Regulatory Commission.

3.6 Good Utility Practice shall mean any of the practices, methods, and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods, and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety, and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region. Good Utility Practice may include, but not limited to, conformance with the applicable and consistently applied reliability criteria, standards, and operating guides of ERCOT and the North American Electric Reliability Council, or any successor organization(s).

3.7 Point(s) of Interconnection shall mean the former points of interconnection previously provided for by the 2000 Interconnection Agreement, additional points of interconnection established under this Agreement since the 2000 Interconnection Agreement, and future points of interconnection that may be established under this Agreement, at which the electrical systems of the Parties are or may be i) connected by the closure of normally open switches and ii) metering points of delivery on a Party's system.

3.8 PUCT shall mean the Public Utility Commission of Texas.

ARTICLE IV – ESTABLISHMENT AND TERMINATION OF POINTS OF INTERCONNECTION

4.1 The Parties agree to interconnect their facilities at the locations, and in accordance with the terms and conditions, specified in the attached Facility Schedules. All Points of Interconnection shall be specified in Exhibit A and the Facility Schedules attached hereto and made a part hereof. The Facility Schedules shall specify the responsibilities of the Parties with respect to ownership, control, operation, and maintenance of the connection facilities.

4.2 Unless otherwise provided in a Facility Schedule, each Party shall, at each Point of Interconnection, at its own risk and expense, design, install, or cause the design, and installation of its transmission or distribution facilities (including all apparatus and necessary protective devices) on its side of the Point of Interconnection, so as to reasonably minimize the likelihood of voltage and frequency abnormalities. The Parties agree that all Points of Interconnection will be established in conformance with operating guidelines and the ERCOT Protocols, as the same may be amended hereafter. The Parties agree to cause their systems to be constructed in accordance with specifications at least equal to those provided by the National Electrical Safety Code, approved by the American National Standards Institute, in effect at the time of construction. Each Party will be responsible for meeting or exceeding these specifications for the equipment and facilities it owns at each Point of Interconnection.

4.3 It is understood that the Points of Interconnection described in Facility Schedules numbered 1 through 14 were provided by the 2000 Interconnection Agreement. Descriptions of locations, facility ownership, operation, and maintenance responsibilities contained in the 2000

Interconnection Agreement are reflected, to the extent possible, in this Agreement.

4.4 From time to time, a Point of Interconnection may be added to or deleted from this Agreement as mutually agreed by the Parties and/or as ordered by a regulatory authority having jurisdiction thereof. Any such addition or deletion shall be recorded in Exhibit A and a Facility Schedule shall be added or deleted in such a way that the numbering of the other Facility Schedules is not changed.

4.5 Unless otherwise provided in a Facility Schedule, each Party shall have the right in its sole discretion to disconnect from the other Party at any Point of Interconnection specified herein after three (3) years, or if it is otherwise mutually agreed to, sooner than three (3) years, written notice. Such disconnection shall not affect the Term of this Agreement pursuant to Section 1.1.

ARTICLE V - OTHER SERVICES

5.1 This Agreement is applicable only to the interconnection of the facilities of the Parties at the Points of Interconnection and does not obligate either Party to provide, or entitle either Party to receive, any service not expressly provided for herein. Each Party is responsible for making the arrangements necessary to receive any other service that either Party may desire from the other Party or any third party.

5.2 All transmission, transformation, distribution, metering, operations, and maintenance services will be provided and charged under agreements separate from this Agreement.

ARTICLE VI - SYSTEM OPERATION AND MAINTENANCE

6.1 Unless otherwise provided by a Facility Schedule, each Party will be responsible for the operation, maintenance, and inspection of all facilities owned by that Party at each Point of Interconnection. Each Party may change these operational responsibilities with a 180 day written notice to the other Party that provides a transition plan. Such transition plan will be in accordance with Good Utility Practices, ERCOT Protocols, and the PUCT Substantive Rules and shall address topics such as the implementation schedule, presence of qualified field service personnel, emergency response operations, and control center operations. The other Party shall have the right to review and comment on the requirements of the transition plan, with such comments not to be unreasonably refused by the other Party when determining such requirements.

6.2 The operation of the electrical network shall be such that power flows that enter and exit one Party's transmission network do not have undue impacts on the other Party's transmission network. Operational responsibility by one Party for facilities owned by the other Party will be identified in the Facilities Schedule for that particular Point of Interconnection. Unless otherwise provided by the Facility Schedules, each Party shall operate the facilities within its transmission network. Transmission networks shall be designed and operated so as to reasonably minimize the likelihood of a disturbance originating in the system of one Party from

affecting or impairing the system of the other Party or other systems to which the Party is interconnected.

6.3 Unless otherwise provided by a Facility Schedule, each Party shall perform the control center operations for the facilities it owns. These control center activities shall include, but are not limited to, switching clearances for planned maintenance and operations, emergency system restoration, and overall coordination of such activities with ERCOT.

6.4 During the term of this Agreement, the Parties will, consistent with Good Utility Practice, coordinate their operations to maintain continuity of service to their respective customers to the extent practicable. Planned maintenance by either Party that will cause a deviation from the normal power and energy flow at a Point of Interconnection will be scheduled at a mutually agreeable time. No changes will be made in the normal operation of a Point of Interconnection without the mutual agreement of the Parties. The Parties will, to the extent necessary to support continuity of operations, coordinate the operation of protective devices on the facilities they own or operate in the proximity of the Points of Interconnection which might reasonably be expected to affect the operation of facilities on the other Party's system.

6.5 Planned maintenance plans for facilities, including circuit breakers, that terminate the transmission facilities owned by the other Party, will be subject to review and approval by the Party that owns the transmission facilities. Such approval will not be unreasonably withheld.

6.6 Each Party will provide the reactive requirements for its own system in accordance with the operating guidelines as established from time to time by ERCOT.

6.7 During periods of emergency conditions declared by ERCOT, or as necessary to restore customer service, either Party may operate equipment that is normally operated by the other Party, provided that authorization to do so must first be received from the Party that normally operates the equipment, such authorization should not be unreasonably withheld or delayed. It shall be considered reasonable for the Party that normally operates such equipment to deny such a request by the other Party if the withholding Party will provide such operation within the time frame called for in the circumstances.

6.8 Each Party will determine the operating limits of the facilities that it owns and the operating Party of those facilities will not exceed those limits without prior approval of the Party owning the facilities.

ARTICLE VII - RIGHTS OF ACCESS, EQUIPMENT INSTALLATION, AND REMOVAL

7.1 Each Party shall permit duly authorized representatives and employees of the other Party to enter upon its premises for the purpose of inspecting, testing, repairing, renewing, or exchanging any or all of the equipment owned by the other Party that is located on such premises or for the purpose of performing any work necessary in the performance of this Agreement.

7.2 Each Party grants to the other permission to install, maintain, and/or operate, or cause to be installed, maintained and/or operated, on its premises, the apparatus and devices necessary for metering, telemetering, recording, and communications required for the performance of this Agreement. Any such installation, maintenance, and operation shall be performed, except in the case

of emergencies, only after a schedule of such activity has been submitted and agreed upon by the Parties.

7.3 Any and all equipment, apparatus, devices, or facilities installed, or caused to be installed by one Party on, or in, the premises of the other Party, shall be and remain the property of the Party owning and installing such equipment, apparatus, devices, or facilities, regardless of the mode and manner of annexation or attachment to real property. Upon the termination of any Point of Interconnection under this Agreement, the Party owning and installing such equipment, apparatus, devices, or facilities on the property of the other Party, shall; 1) have the right to sell such equipment, apparatus, devices, or facilities to the other Party or 2) enter the premises of the other Party and, within a reasonable time, remove such equipment, apparatus, devices, or facilities at no cost to the owner of the premises. If, upon the termination of any Point of Interconnection under this Agreement, equipment of a Party that is installed on the premises of the other Party is either not sold to the other Party or removed by the owning Party within a reasonable time, it shall be considered abandoned by the owning Party and may be disposed of by the other Party in the manner it shall determine appropriate; provided, however, that any net cost incurred by the disposing Party shall be reimbursed by the abandoning party.

7.4 Each Party shall clearly mark their respective equipment, apparatus, devices, or facilities that are placed or installed on the other Party's premises with appropriate ownership identification.

7.5 Either Party may request the other Party to upgrade or modify the requested Party's terminal facilities at a Point of Interconnection. Any upgrades or modifications shall be made within a reasonable period of time when, (1) transmission planning studies demonstrate that the termination equipment may limit the transfer capability of the transmission system, and/or (2) the termination equipment is not in accordance with the ERCOT Operating Guides on system protection relaying. In the case of 69kV line terminations, where the ERCOT Operating Guides are silent, the requesting Party may propose upgrades or modifications based on its own standards and the requested party shall not unreasonably deny such upgrades or modifications.

ARTICLE VIII – METERING AND RECORDS

8.1 All metering equipment required herein shall be selected, installed, tested, operated, and maintained by the Party owning such metering equipment in accordance with Good Utility Practice, applicable ERCOT operating and metering guidelines, and the ERCOT Protocols.

8.2 The Party that does not own the metering equipment shall be permitted to witness any testing, inspection, maintenance, or alteration of such metering equipment owned by the other Party. The owner of such equipment shall give reasonable advance notice of all tests and inspections so that representatives of the other Party may be present. After proper notification to the other Party, the owner may proceed with the scheduled tests or inspections regardless of whether a witness is present.

8.3 If any test or inspection of metering equipment shows that it does not meet the accuracy requirements established by ERCOT operating or metering guidelines, whichever is applicable, the meter or other equipment found to be inaccurate or defective shall be promptly

repaired, adjusted, or replaced by the owner. Should metering equipment fail to register, the power and energy delivered and received shall be determined in accordance with ERCOT operating or metering guidelines, whichever is applicable.

8.4 As long as metering, telemetering, or communications facilities are required by the ERCOT Protocols and are operated and maintained in accordance with ERCOT guidelines and Protocols, the Party owning these facilities shall allow the other Party to read the meter by means of the existing telemetering and communications facilities. The other Party shall be responsible for any incremental costs incurred by the owning Party to provide any meter reading capability over and above that which is required by the owning Party.

8.5 In the event that metering, telemetering, or communications facilities are no longer required by the ERCOT Protocols and the Party owning these facilities does not wish to continue to operate and maintain these facilities, the owning Party may remove these facilities three (3) months after it has notified in writing the other Party of its plans. If these facilities that are no longer required by the ERCOT Protocols fail to operate accurately and/or the owning Party does not wish to maintain these facilities, the other Party shall be allowed to purchase/replace, own, operate, and maintain these facilities at its cost.

ARTICLE IX – COMMUNICATION AND TELEMETERING FACILITIES

9.1 Each Party shall provide, at its own expense, the necessary communication and telemetering facilities it needs for the control and operation of its transmission and distribution facilities.

9.2 All communication and telemetering facilities required herein shall be selected, installed, tested, and maintained by the Party owning such equipment in accordance with Good Utility Practice, applicable ERCOT operating and metering guidelines, and the ERCOT Protocols.

ARTICLE X - INDEMNIFICATION

10.1 EACH PARTY SHALL INDEMNIFY, DEFEND, AND SAVE HARMLESS THE OTHER PARTY, ITS DIRECTORS, OFFICERS, AND AGENTS (INCLUDING, BUT NOT LIMITED TO, DIRECTORS, OFFICERS, AND EMPLOYEES OF ITS AFFILIATES AND CONTRACTORS) FROM ANY AND ALL DAMAGES, LOSSES, CLAIMS, INCLUDING CLAIMS AND ACTIONS RELATING TO INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO PROPERTY, DEMANDS, SUITS, RECOVERIES, COSTS, AND EXPENSES, COURT COSTS, ATTORNEY FEES, AND ALL OTHER OBLIGATIONS BY OR TO THIRD PARTIES, ARISING OUT OF OR RESULTING FROM NEGLIGENCE OR OTHER FAULT IN THE DESIGN, CONSTRUCTION, OR OPERATION OF THEIR RESPECTIVE FACILITIES DURING THE PERFORMANCE OF THIS AGREEMENT, EXCEPT IN CASES OF NEGLIGENCE OR INTENTIONAL WRONGDOING BY THE OTHER PARTY.

ARTICLE XI -NOTICES

11.1 Notices of an administrative nature, including but not limited to a notice of termination, a request for amendment, a change to a Point of Interconnection, or a request for a new Point of Interconnection, shall be forwarded to the designees listed below for each Party and shall be deemed properly given if delivered in writing to the following:

- (a) If to AEP:
Managing Director, Regulated Tariffs
American Electric Power Service Corporation
1 Riverside Plaza
Columbus, OH 43215

and

Managing Director, Transmission Asset Management
American Electric Power Service Corporation
700 Morrison Road
Gahanna, OH 43230

- (b) If to LCRA:

LCRA
Vice President and Chief Operating Officer
LCRA Transmission Services Corporation
P.O. Box 220
Austin, TX 78767-0220

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

ARTICLE XII - SUCCESSORS AND ASSIGNS

12.1 Subject to the provisions of Section 14.2 below, this Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the respective Parties.

12.2 Neither Party shall assign its interest in this Agreement in whole or in part without the prior written consent of the other Party. Such consent shall not be unreasonably withheld, provided that neither Party will be required to consent to any assignment which would, in its sole judgment and among other reasons, subject it to additional federal or state regulation, result in the imposition of additional costs of administration which the Party requesting assignments does not agree to reimburse, or in any way diminish the reliability of its system, enlarge its obligations, or otherwise create, or maintain an unacceptable condition. The respective obligations of the Parties under this Agreement may not be changed, modified, amended, or enlarged, in whole or in part, by reason of

the sale, merger, or other business combination of either Party with any other person or entity. Notwithstanding the foregoing, a Party may assign, without the consent of the other Party, its interest in this Agreement, in whole or in part, to a successor that has an interest in all or a substantial portion of the Party's transmission and distribution business.

12.3 The several provisions of this Agreement are not intended to and shall not create rights of any character whatsoever in favor of any persons, corporations, or associations other than the Parties to this Agreement, and the obligations herein assumed are solely for the use and benefit of the Parties to this Agreement.

ARTICLE XIII – GOVERNING LAW AND REGULATION

13.1 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 except as to matters exclusively controlled by the Constitution and statutes of the United States of America. This Agreement is subject to all valid applicable federal, state, and local laws, ordinances, rules, and regulations of duly constituted regulatory authorities having jurisdiction.

13.2 After execution by both Parties, AEP will file this Agreement with the FERC with copies of such filing provided to the PUCT.

13.3 This Agreement, and all obligations hereunder, are expressly conditioned upon obtaining approval, authorization, or acceptance for filing by any regulatory body, whose approval, authorization, or acceptance for filing is required by law. Both Parties hereby agree to support the approval of this Agreement before such regulatory authority and to provide such documents, information, and opinions as may be reasonably required or requested by either Party in the course of approval proceedings.

13.4 In the event that a regulatory authority having jurisdiction over the Parties orders a change in the terms of this Agreement, the Parties agree to negotiate in good faith a replacement term that will most nearly accomplish the purpose and intent of the original term consistent with the regulatory order. If the Parties cannot reach an agreement over the new term and if the old term is an essential provision of this Agreement, either Party may elect to terminate this Agreement, by providing notice of such election to the other upon sixty (60) days prior written notice to the other Party. An election to terminate under this provision shall not affect either Party's duty to perform prior to the effective date of termination.

13.5 In the event any part of this Agreement is declared invalid by a court of competent jurisdiction, the remainder of said Agreement shall remain in full force and effect and shall constitute a binding agreement between the Parties provided, however, that if either Party determines, in its sole discretion, that there is a material change in this Agreement by reason of any provision or application being finally determined to be invalid, illegal, or unenforceable, that Party may terminate this Agreement upon sixty (60) days prior written notice to the other Party. An election to terminate under this provision shall not affect either Party's duty to perform prior to the effective date of termination.

ARTICLE XIV- MISCELLANEOUS PROVISIONS

14.1 Any undertaking by a Party to the other Party under this Agreement shall not constitute the dedication of the electrical system or any portion thereof of that Party to the public, any third party, or to the other Party, and it is understood and agreed that any such undertaking shall cease upon the termination of this Agreement.

14.2 The provisions of this Agreement are not intended to and shall not create rights of any character in, nor be enforceable by, parties other than the signatories to this Agreement and their assigns.

14.3 Neither Party shall be liable to the other for any indirect, consequential, incidental, punitive, or exemplary damages.

14.4 This Agreement shall not affect the obligations or rights of either Party with respect to other agreements. Both Parties to this Agreement represent that there is no agreement or other obligation binding upon it, which, as such Party is presently aware, would limit the effectiveness or frustrate the purpose of this Agreement.

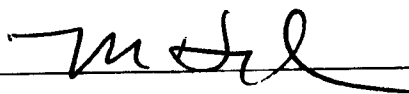
14.5 This Agreement may be amended only upon mutual agreement of the Parties. Such amendment will not be effective until reduced in writing and executed by the Parties.

14.6 The descriptive headings of the various 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.

14.7 This Agreement will be executed in two or more counterparts, each of which is deemed an original, but all constitute one and the same instrument.

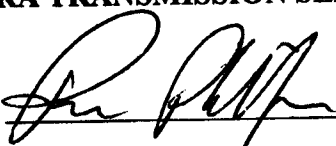
IN WITNESS WHEREOF, the Parties have caused this Interconnection Agreement Between AEP Texas North Company and LCRA Transmission Services Corporation to be executed in two (2) counterparts, each of which shall constitute an original, on the day, month, and year first written above.

AEP TEXAS NORTH COMPANY

By: 
Michael Heyeck
Vice President

Date: 3/16/07

LCRA TRANSMISSION SERVICES CORPORATION

By: 
Ross Phillips
Vice President and Chief Operating Officer



Date: 3/6/07

EXHIBIT A

FACILITY SCHEDULE NO.	LOCATION OF POINT(S) OF INTERCONNECTION (# of Points)	INTERCONNECTION VOLTAGE (KV)	LAST DATE(S) OF AMENDMENT IN THIS OR PREVIOUS INTERCONNECTION AGREEMENT*
1A	Fort Mason (4)	138/69	October 18, 1948 February 13, 1975 March 16, 2007
1B	Fort Mason-Pittsburg 69 kV Tie Line (1)	69	October 18, 1948 March 16, 2007
1C	Fort Mason-Gillespie 138 kV Tie Line (1)	138	February 13, 1975 March 16, 2007
2	CTEC Mason (aka Fredonia Tap) (1)	69	October 18, 1948 March 16, 2007
3	Gillespie (1)	69	January 26, 1956 March 16, 2007
4	Second (aka New) Junction (1)	69	July 6, 1981 March 16, 2007
5	Streeter (1)	69	July 6, 1981 March 16, 2007
6	Dutton (1)	69	June 12, 1992 March 16, 2007
7	Schaffner (aka Eden) (1)	69	September 11, 1992 March 16, 2007
8	Camp San Saba (1)	69	July 6, 1981 March 16, 2007
9	Segovia Tap (1)	69	June 29, 2000 March 16, 2007
10	Hext (1)	69	June 29, 2000 March 16, 2007
11	LCRA North McCamey (2)	138	March 16, 2007
12	McCamey (2)	138	March 16, 2007
13	LCRA West Yates Switchyard (1)	138	March 16, 2007

* These dates do not necessarily reflect the date that the Point of Interconnection was established.

EXHIBIT A Continued

FACILITY SCHEDULE NO.	LOCATION OF POINT(S) OF INTERCONNECTION (# of Points)	INTERCONNECTION VOLTAGE (KV)	LAST DATE(S) OF AMENDMENT IN THIS OR PREVIOUS INTERCONNECTION AGREEMENT*
14	Mesa View (1)	138	March 16, 2007
15	LCRA Crane Switchyard (2)	138	March 16, 2007
16	Spudder Flats (1)	138	March 16, 2007
17	Rio Pecos (4)	138	March 16, 2007
18	Indian Mesa (2)	138	March 16, 2007
19	Twin Buttes 138kV Switchyard (1)	138	March 16, 2007
20	Red Creek (2)	345	March 16, 2007
21	San Angelo Power Station (1)	138	March 16, 2007
22	South Abilene (1)	138	March 16, 2007
23	LCRA Fort Lancaster Switchyard (1)	138	March 16, 2007
24	Friend Ranch (1)	138	March 16, 2007
25	Santa Anna (1)	138	March 16, 2007

* These dates do not necessarily reflect the date that the Point of Interconnection was established.

FACILITY SCHEDULE NO. 1A

1. Name: **Fort Mason**
2. Location: The Fort Mason Substation is located in the City of Mason, Texas at 1459 Post Hill Street, Mason County, Texas. The 4 Points of Interconnection are located where the station jumpers connect to (1) the 69 kV transmission line to Pittsburg Substation, (2) the 69 kV transmission line to Mason Switching Station, (3) the 138 kV transmission line to Menard Substation and (4) the 138 kV transmission line to Gillespie Substation.
3. Delivery Voltage: 138/69 kV
4. Metered Voltage: 12.5 kV metering is located on the 12.5 kV bus between the regulators and the 12.5 kV operating bus and on the two feeders to the City of Mason.
5. Normal Operation of Interconnection: Closed
6. One-Line Diagram Attached: Yes
7. Facility Ownership Responsibilities of the Parties:

AEP owns the following facilities:

- the portion of the Fort Mason – Pittsburg 69 kV transmission line from LCRA's Fort Mason Substation to the Mason – Llano County line
- 69 kV transmission line from Fort Mason to AEP's Mason Switching Station
- 138 kV transmission line from Fort Mason to AEP's Menard Substation
- the portion of the Fort Mason – Gillespie 138 kV transmission line from Fort Mason to the Mason – Gillespie County line
- 12.5 kV metering on the City of Mason feeders, not including associated PT's and CT's

LCRA owns the following facilities:

- Fort Mason Substation and all the facilities within it except for those facilities identified above
- the portion of the Fort Mason – Pittsburg 69 kV transmission line from LCRA's Pittsburg Substation to the Mason – Llano County line
- the portion of the Fort Mason – Gillespie 138 kV transmission line from LCRA's Gillespie Substation to the Mason – Gillespie County line
- 12.5 kV totalizing meter between regulators and the 12.5 kV operating bus,

including all metering PT's and CT's

8. Facility Operation and Maintenance Responsibilities of the Parties:

Each Party controls, operates and maintains the facilities it owns.

The circuit breaker on the Fredonia tap off the Fort Mason – Pittsburg 69 kV transmission line shall be under the control of LCRA with notification to AEP of any operation. The Fort Mason – Gillespie 138 kV transmission line is under the control of LCRA.

The disconnect switches on each side of the Fredonia tap and the disconnect switches on each side of the metering equipment at the tap shall be under the control of AEP with notification to LCRA of any operation. Under emergency conditions LCRA may operate these switches at no cost to AEP after receiving prompt authorization from AEP.

9. Cost Responsibilities of the Parties:

Each Party will be fully responsible for the costs and liabilities related to the facilities it owns.

10. Other Terms and Conditions: None

FACILITY SCHEDULE NO. 1B

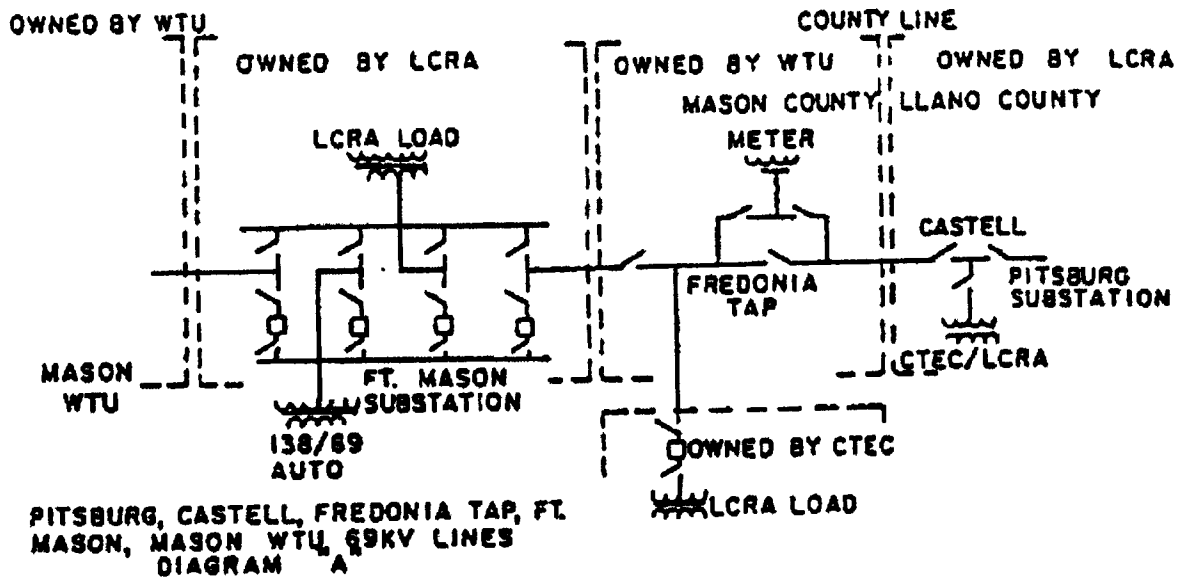
1. Name: Fort Mason-Pittsburg 69kV Tie Line
2. Facility Location: The Point of Interconnection is located at structure 18/8 of the Fort Mason to Pittsburg 69 kV transmission line where the transmission line crosses the Mason-Llano County line. Specifically the Point of Interconnection is where the jumpers from the LCRA portion of the line connect to the conductors on the AEP portion of the line.
3. Delivery Voltage: 69kV
4. Metering : None
5. Normal Operation of Interconnection Closed
6. One-Line Diagram Attached Yes
7. Facility Ownership Responsibilities of the Parties:
 - AEP owns the following facilities:
 - the portion of the Fort Mason – Pittsburg 69 kV transmission line from LCRA’s Fort Mason Substation to the Mason – Llano County line at structure 18/8
 - LCRA owns the following facilities:
 - the portion of the Fort Mason – Pittsburg 69 kV transmission line from LCRA’s Pittsburg Substation to the Mason – Llano County line at structure 18/8 including structure 18/8 and the jumpers to the conductors of the AEP portion of the transmission line
8. Facility Operation and Maintenance Responsibilities:
 - Each Party maintains the facilities it owns.
 - LCRA operates and controls the entire Ft.Mason to Pittsburg 69 kV line.
 - The circuit breaker on the Fredonia tap off the Fort Mason – Pittsburg 69 kV transmission line shall be under the control of LCRA with notification to AEP of any operation.

The disconnect switches on each side of the Fredonia tap and the disconnect switches on each side of the metering equipment at the tap shall be under the control of AEP with notification to LCRA of any operation. Under emergency conditions LCRA may operate these switches at no cost to AEP after receiving prompt authorization from AEP.

9. Cost Responsibilities of the Parties:

Each Party will be fully responsible for the costs and liabilities related to the facilities it owns.

10. Other Terms and Conditions: None



FACILITY SCHEDULE NO. 1C

1. Name: Gillespie – Fort Mason 138kV Tie Line
2. Facility Location: The Point of Interconnection is located at structure 14/7 of the Fort Mason to Gillespie 138 kV transmission line where the transmission line crosses the Mason-Gillespie County line. Specifically the Point of Interconnection is where the jumpers from the LCRA portion of the line attach to the conductors of the AEP portion of the line.
3. Delivery Voltage: 138kV
4. Metering: None
5. Normal Operation of Interconnection: Closed
6. One-Line Diagram Attached: Yes
7. Facility Ownership Responsibilities of the Parties:

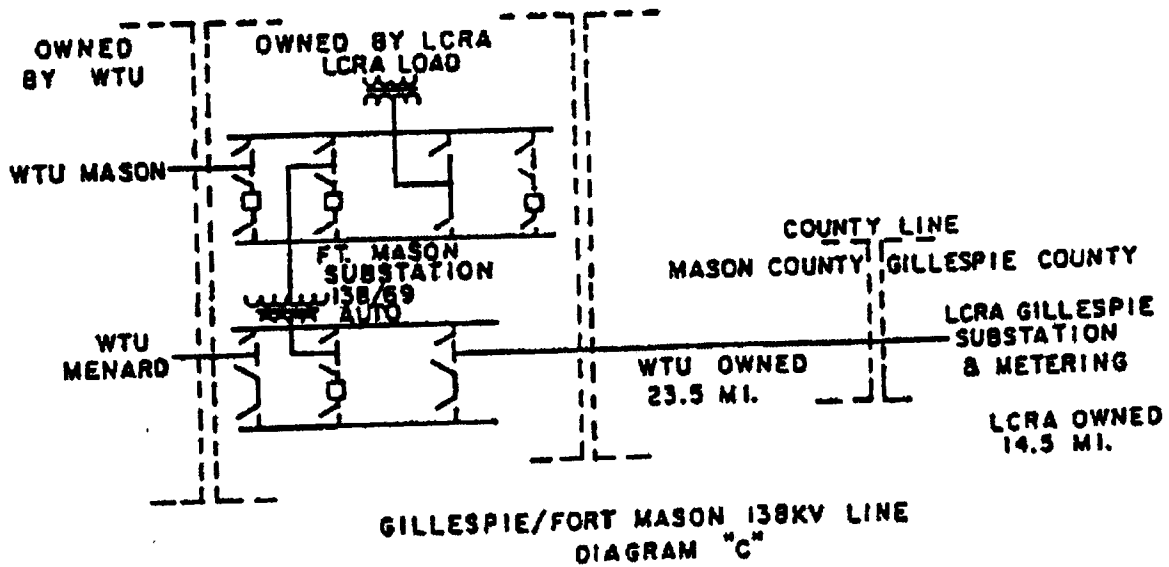
LCRA owns the following facilities:
 - the portion of the Fort Mason to Gillespie Substation 138 transmission line from LCRA's Gillespie Substation to the Gillespie-Mason County line at structure 14/7 including structure 14/7 and the jumpers to the conductors on the AEP portion of the transmission line
AEP owns the following facilities:
 - the portion of the Fort Mason to Gillespie 138 kV transmission line from LCRA's Fort Mason Substation to the Gillespie-Mason County line at structure 14/7
8. Facility Operation and Maintenance Responsibilities:

LCRA operates and controls the entire Gillespie to Fort Mason 138 kV transmission line.

Each Party maintains that portion of the Gillespie to Fort Mason 138 kV transmission line it owns.
9. Cost Responsibilities of the Parties:

Each Party will be fully responsible for the costs and liabilities related to the facilities it owns.

10. Other Terms and Conditions: None



FACILITY SCHEDULE NO.2

1. Name: **CTEC Mason (aka Fredonia Tap)**
2. Location: The Central Texas Electric Cooperative (CTEC) Mason Substation is located 3 miles east of the City of Mason at 3226 E. State Hwy 29, Mason County, Texas. The Point of Interconnection is at the termination of the tap on the 69 kV transmission line from the Fort Mason Substation to the Pittsburg Substation where the jumpers physically contact the connectors on the 69 kV transmission tap line conductors.
3. Delivery Voltage: 69 kV
4. Metered Voltage: 24.9 kV metering is located on the 24.9 kV bus between the regulators and the 24.9kV operating bus at the CTEC Mason Substation
5. Normal Operation of Interconnection: Closed
6. One-Line Diagram Attached: Yes
7. Facility Ownership Responsibilities of the Parties:

AEP owns the following facilities:

- the portion of the Fort Mason – Pittsburg 69 kV transmission line from LCRA's Fort Mason Substation to the Mason – Llano County line
- 69 kV sectionalizing switches (3291, 3283, 3289, 3287)

LCRA owns the following facilities inside the CTEC Mason Substation:

- 24.9 kV metering including CT's.

LCRA leases the following facilities from CTEC inside the CTEC Mason Substation:

- Five 69kV switches (879,883,881,888,884)
- One 69kV Breaker (880)
- Two 69kV surge arrestors (SA-1,SA-2)
- One 69 kV PT (PT-1)
- One 69 kV fuse (F-1)

CTEC owns the following facilities:

- CTEC Mason Substation and all facilities within it, except for those facilities noted above

8. Facility Operation and Maintenance Responsibilities of the Parties:

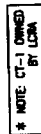
Each Party controls, operates and maintains the facilities it owns.

LCRA controls and operates the facilities it leases from CTEC.

9. Cost Responsibilities of the Parties:

Each Party will be fully responsible for the costs and liabilities related to the facilities it owns or leases.

10. Other Terms and Conditions: None



LEGEND - ONE-LINE

- [illegible]

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FACILITY SCHEDULE NO.3

1. **Name:** **Gillespie**
2. **Location:** The Gillespie Substation is located 1.7 miles north of Fredricksburg, Texas at 2826 N. US Hwy 87 in Gillespie County, Texas. The Point of Interconnection is where the conductors from the station equipment physically contact the connectors on the transmission line conductors of the 69 kV transmission line from the Mason Switching Station.
3. **Delivery Voltage:** 69 kV
4. **Metered Voltage:** 69 kV metering is located between breaker #1790 and disconnect switch #1791 where the transmission line from the Mason Switching Station terminates at the Gillespie Substation equipment.
5. **Normal Operation of Interconnection:** **Closed**
6. **One-Line Diagram Attached:** **Yes**
7. **Facility Ownership Responsibilities of the Parties:**

 AEP owns the following facilities:
 - 69 kV transmission line from LCRA's Gillespie Substation to AEP's Mason Switching Station
 LCRA owns the following facilities:
 - Gillespie Substation and facilities within it
8. **Facility Operation and Maintenance Responsibilities of the Parties:**

 Each Party controls, operates and maintains the facilities it owns.
9. **Cost Responsibilities of the Parties:**

 Each Party will be fully responsible for the costs and liabilities related to the facilities it owns.
10. **Other Terms and Conditions:** None

FACILITY SCHEDULE NO. 4

1. Name: **Second (aka New) Junction**
2. Location: The Pedernales Electric Cooperative (PEC) New Junction Substation is located 0.6 miles north of Junction, Texas on US Hwy 83 in Kimble County, Texas. The Point of Interconnection is where the tap conductors from switch #1162 physically contact the connectors on the transmission line conductors of the 69 kV transmission line from the Mason Switching Station to Old Junction Substation.
3. Delivery Voltage: 69 kV
4. Metered Voltage: 24.9 kV metering is located on the 24.9 kV bus between the regulators and the 24.9 kV operating bus.
5. Normal Operation of Interconnection: Closed
6. One-Line Diagram Attached: Yes
7. Facility Ownership Responsibilities of the Parties:
 - AEP owns the following facilities:
 - 69 kV transmission line from Mason Switching Station to Old Junction Substation
 - 69 kV line switches (3338 and 3343)
 - LCRA owns the following facilities:
 - 24.9 kV totalizing meter and instrument transformers between the regulators and the 24.9kV operating bus inside the Second Junction Substation
 - LCRA leases the following facilities from PEC inside the New Junction Substation:
 - One 69 kV switch (1162)
 - One Surge arrestor (SA-1)
 - One 69 kV fuse (F-1)
 - PEC owns the following facilities:
 - New Junction Substation including all facilities within it, except for those facilities identified above
8. Facility Operation and Maintenance Responsibilities of the Parties:

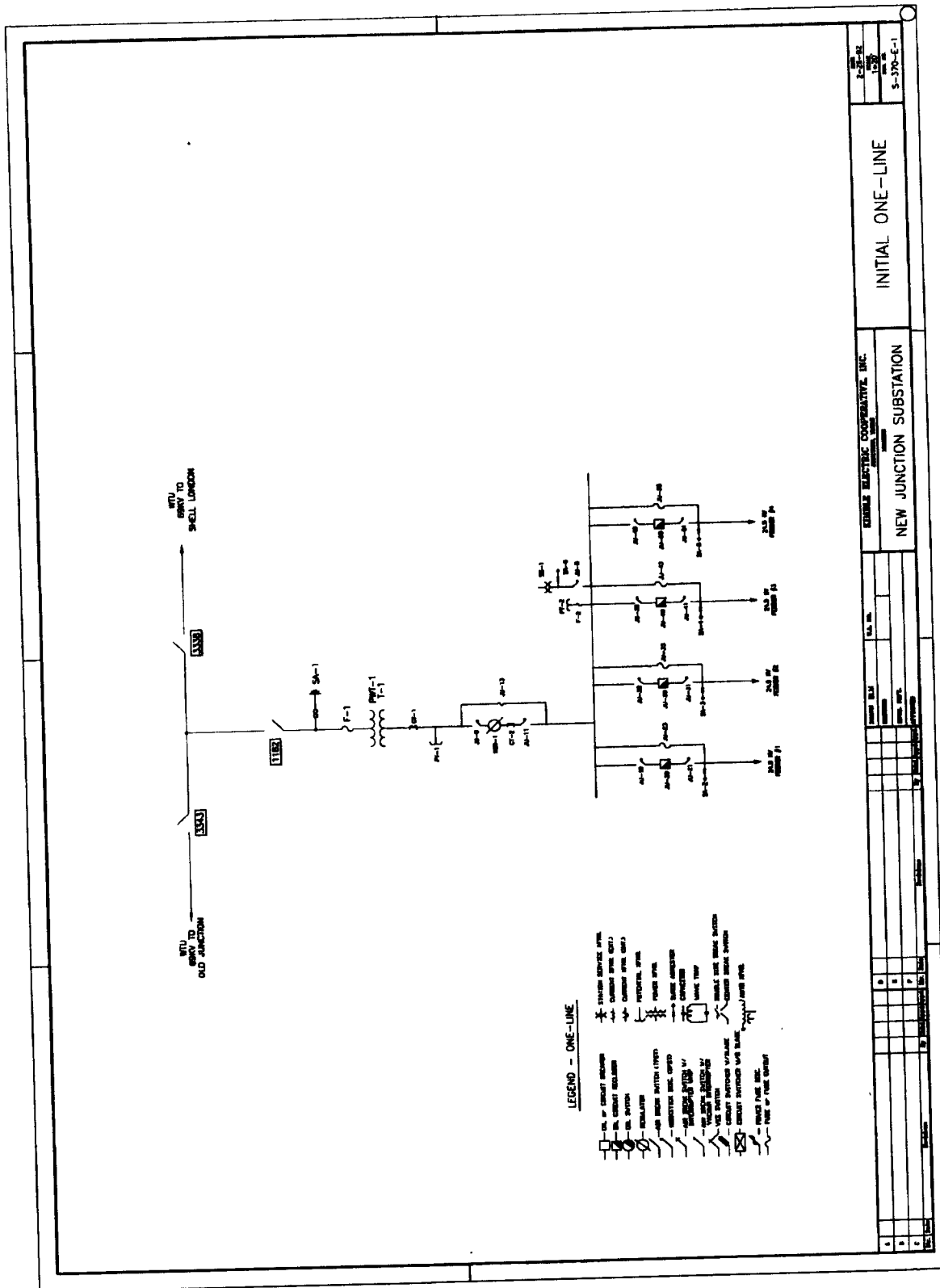
Each Party controls, operates and maintains the facilities it owns.

LCRA controls and operates the facilities it leases.

9. Cost Responsibilities of the Parties:

Each Party will be fully responsible for the costs and liabilities related to the facilities it owns or leases.

10. Other Terms and Conditions: None



FACILITY SCHEDULE NO. 5

1. Name: **Streeter**
2. Location: The Central Texas Electric Cooperative (CTEC) Streeter Substation is located 6.5 miles west of Mason, Texas on US Hwy 377 in Mason County, Texas. The Point of Interconnection is where the tap conductors from switch #402 physically contact the connectors on the transmission line conductors of the 69 kV transmission line from the Mason Switching Station to Old Junction Substation.
3. Delivery Voltage: 69 kV
4. Metered Voltage: 12.5 kV metering is located between the regulators and the 12.5 kV operating bus.
5. Normal Operation of Interconnection: Closed
6. One-Line Diagram Attached: Yes
7. Facility Ownership Responsibilities of the Parties:
 - AEP owns the following facilities:
 - 69 kV transmission line from Mason Switching Station to Old Junction Substation
 - 69 kV line switches (4132 and 4133)
 - 12.5 kV meter inside the Streeter Substation
 - LCRA owns the following facilities:
 - 12.5 kV meter and instrument transformers inside the Streeter Substation
 - LCRA leases the following facilities from CTEC inside the Streeter Substation:
 - One 69 kV switch (402)
 - One Surge arrestor (SA-1)
 - One 69 kV fuse (F-1)
 - CTEC owns the following facilities:
 - Streeter Substation and all facilities within it, except for those facilities identified above
8. Facility Operation and Maintenance Responsibilities of the Parties:

Each Party controls, operates, and maintains the facilities it owns.

LCRA controls and operates the facilities it leases.

9. Cost Responsibilities of the Parties:

Each Party will be fully responsible for the costs and liabilities related to the facilities it owns or leases.

10. Other Terms and Conditions: None

FACILITY SCHEDULE NO. 6

1. Name: **Dutton (aka Brady)**
2. Location: The Cap Rock Electric Cooperative (CapRock) Dutton Substation is located in Brady, Texas at 362 E. US Hwy 190 in McCulloch County, Texas. The Point of Interconnection is where the tap conductors from switch #942 physically contact the connectors on the transmission line conductors of the 69 kV transmission line from Mason Substation to North Brady Substation.
3. Delivery Voltage: 69 kV
4. Metered Voltage: 12.5 kV metering is located between the power bank and the 12.5 kV operating bus.
5. Normal Operation of Interconnection: Closed
6. One-Line Diagram Attached: Yes
7. Facility Ownership Responsibilities of the Parties:

AEP owns the following facilities:

- 69 kV transmission line from AEP's Eden Substation to North Brady Substation
- 69 kV line switches (3187, 4678 and 5338)

LCRA owns the following facilities:

- 12.5 kV meter and instrument transformers inside the Dutton Substation
- 69/12.5 kV power transformer with surge arrestors and 69 kV fuse
- 12.5 kV bus and disconnect switches

LCRA leases the following facilities from CapRock inside the Dutton Substation:

- One 69 kV switch (942)
- One Surge arrestor (SA-1)

CapRock owns the following facilities:

- Dutton Substation and all facilities within it except for those facilities noted above

8. Facility Operation and Maintenance Responsibilities of the Parties:

Each Party controls, operates and maintains the facilities it owns.

LCRA controls and operates the facilities it leases.

9. Cost Responsibilities of the Parties:

Each Party will be fully responsible for the costs and liabilities related to the facilities it owns or leases.

10. Other Terms and Conditions: None

FACILITY SCHEDULE NO. 7

1. Name: **Schaffner (aka Eden)**
2. Location: The Cap Rock Electric Cooperative (CapRock) Schaffner Substation is located approximately 5 miles east of Eden, Texas at 5111 CR 3034 in Concho County, Texas, about 1.4 miles due south of the intersection of Hwy 87 and FM 2134. The Point of Interconnection is where the conductors from switch #956 physically contact the connectors at the termination of the transmission line conductors tapped off of the Eden Substation to North Brady Substation 69 kV transmission line.
3. Delivery Voltage: 69 kV
4. Metered Voltage: 12.5 kV metering is located on the 12.5 kV bus between the regulators and the 12.5 kV operating bus.
5. Normal Operation of Interconnection: Closed
6. One-Line Diagram Attached: Yes
7. Facility Ownership Responsibilities of the Parties:

AEP owns the following facilities:

- 69 kV transmission line from Eden Substation to North Brady Substation
- approximately 0.6 mile transmission line from the tap from the Eden to North Brady 69 kV transmission line to the Schaffner Substation
- 69 kV switches (6202, 6203 and 6207)
- 12.5 kV meter inside the Schaffner Substation

LCRA owns the following facilities:

- 12.5 kV meter, meter enclosure and instrument transformers inside the Schaffner Substation

LCRA leases the following facilities from CapRock inside the Schaffner Substation:

- One 69 kV switch (956)
- One Surge arrester (SA-1)
- One 69 kV fuse (F-1)

CapRock owns the following facilities:

- Schaffner Substation and all facilities within it, except for those facilities

identified above.

8. Facility Operation and Maintenance Responsibilities of the Parties:

Each Party controls, operates, and maintains the facilities it owns.

LCRA controls and operates the facilities it leases.

9. Cost Responsibilities of the Parties:

Each Party will be fully responsible for the costs and liabilities related to the facilities it owns or leases.

10. Other Terms and Conditions: None

FACILITY SCHEDULE NO. 8

1. Name: **Camp San Saba**
2. Location: The Cap Rock Electric Cooperative (CapRock) Camp San Saba Substation is located 12 miles south of Brady, Texas at 137 CR 206 in McCulloch County, Texas. The Point of Interconnection is where tap conductors from switch #922 physically contact connectors on the transmission line conductors of the 69 kV transmission line from Mason Switching Station to North Brady Substation.
3. Delivery Voltage: 69 kV
4. Metered Voltage: 24.9 kV metering is located on the 24.9 kV bus between the regulators and the 24.9 kV operating bus
5. Normal Operation of Interconnection: Closed
6. One-Line Diagram Attached: Yes
7. Facility Ownership Responsibilities of the Parties:

AEP owns the following facilities:

- 69 kV transmission line from Mason Switching Station to North Brady Substation
- 69 kV switches (4987 and 4988)
- 24.9 kV meter inside the Camp San Saba Substation

LCRA owns the following facilities:

- 24.9 kV meter and instrument transformers inside the Camp San Saba Substation

LCRA leases the following facilities from CapRock inside the Camp San Saba Substation:

- One 69 kV switch (922)
- One 69 kV arrester (SA-1).
- One 69 kV fuse (F-1)

CapRock owns the following facilities:

- Camp San Saba Substation and all facilities within it, except for those facilities identified above

8. Facility Operation and Maintenance Responsibilities of the Parties:

Each Party controls, operates, and maintains the facilities it owns.

LCRA controls and operates the facilities it leases.

9. Cost Responsibilities of the Parties:

Each Party will be fully responsible for the costs and liabilities related to the facilities it owns or leases.

10. Other Terms and Conditions: None

FACILITY SCHEDULE NO. 9

1. **Name:** **Segovia Tap**
2. **Location:** The Pedernales Electric Cooperative (PEC) Segovia Substation is located near FM 377 approximately 2 miles east of Junction, Texas at 11525 E. RR 2169 in Kimble County, Texas and is connected through a radial 69 kV transmission line (tap line) to the AEP transmission network. The Point of Interconnection is where the conductors of the transmission tap line from switch #1382 physically contact the connectors on the 69 kV transmission line from the Mason Switching Station to Old Junction Substation.
3. **Delivery Voltage:** 69 kV
4. **Metered Voltage:** 24.9 kV metering is located on the 24.9 kV bus between the regulators and the 24.9 kV operating bus at the Segovia Substation.
5. **Normal Operation of Interconnection:** Closed
6. **One-Line Diagram Attached:** Yes
7. **Facility Ownership Responsibilities of the Parties:**

AEP owns the following facilities:

- 69 kV transmission line from Mason Switching Station to Old Junction Substation
- 69 kV line switches (6782 and 6783)

LCRA owns the following facilities:

- Segovia Tap Substation
- approximate 10 mile 69 kV transmission tap line from the Point of Interconnection at switch #1382 to switch #1384 inside the Segovia Substation
- One standard A-frame transmission structure
- 24.9 kV meter and instrument transformers inside the Segovia Substation
- 69 kV tap line switch (1382) at Segovia Tap Substation.

LCRA leases the following facilities from PEC at the Segovia Substation:

- One 69 kV switch (1384)
- One 69 kV Surge Arrestor (SA-1)

- One 69 kV fuse (SG1-F3)

PEC owns the following facilities:

- Segovia Substation and all the facilities within except for the facilities identified above

8. Facility Operation and Maintenance Responsibilities of the Parties:

Each Party controls, operates, and maintains the facilities it owns.

LCRA controls and operates the facilities it leases.

9. Cost Responsibilities of the Parties:

Each Party will be fully responsible for the costs and liabilities related to the facilities it owns or leases.

10. Other Terms and Conditions: None

FACILITY SCHEDULE NO. 10

1. Name: **Hext**
2. Facility Location: The Hext Substation is located on Pope Road just North of US 27 under the 69 kV Menard to Mason Switching Station transmission line. The Point of Interconnection is where the 69 kV bus jumpers physically contact the connectors on the transmission line switches.
3. Delivery Voltage: 69kV
4. Metering: 12.5 kV metering is located between the regulators and the 12.5 kV operating bus.
5. Normal Operation of Interconnection: Closed
6. One-Line Diagram Attached: Yes
7. Facility Ownership Responsibilities of the Parties:

AEP owns the following facilities:
 - 69 kV transmission line from AEP's Mason Switching Station to AEP's Menard Substation
 - Transmission lines dead-end insulator strings and termination hardware
 - Two (2) VAB switches (6477 and 6478) and two (2) sets of line interrupters
 - Six (6) surge arresters, 42 kV MCOV, station class
 - Jumpers from switches 6477 and 6478 to the lines and jumpers to the surge arrestors
LCRA owns the following facilities:
 - Hext Substation and all the facilities within it except for those noted above and the distribution reclosers
8. Facility Operation and Maintenance Responsibilities of the Parties:

Each Party controls, operates and maintains the facilities it owns.
9. Cost Responsibilities of the Parties:

Each Party will be fully responsible for the costs and liabilities related to the facilities it owns.
10. Other Terms and Conditions: None

