



## Filing Receipt

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**Project No. 35077**

**Amendment No. 1**

**INTERCONNECTION AGREEMENT**

**Between**

**Wind Energy Transmission Texas, LLC**

**and**

**Oncor Electric Delivery Company LLC**

**June 24, 2013**

**AMENDMENT NO. 1 TO  
INTERCONNECTION AGREEMENT**

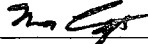
This Amendment No. 1 ("Amendment") to the Interconnection Agreement, dated May 21, 2012, between Oncor Electric Delivery Company LLC ("Oncor"), a Delaware limited liability company, and Wind Energy Transmission Texas, LLC ("WETT"), a Texas limited liability company, ("Agreement") is made and entered into this 24<sup>th</sup> day of June, 2013 between Oncor and WETT, collectively referred to hereinafter as the Parties. In consideration of the mutual promises and undertakings herein set forth, the Parties hereby agree to amend the Agreement as follows:

1. The Exhibit A to the Agreement is deleted in its entirety and replaced with the Exhibit A attached hereto and made a part hereof.
2. The Facility Schedule No. 4 (Faraday) attached hereto and made a part hereof is hereby added to this Agreement and will become effective upon execution of this Amendment by the Parties. New facilities associated with Facility Schedule No. 4 will not be placed in service until the Parties have completed the installation and testing of all equipment to be furnished for this Point of Interconnection in accordance with the provisions of Facility Schedule No. 4.
3. Except as otherwise expressly provided for herein, the Agreement shall continue in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed in several counterparts, each of which shall be deemed an original but all shall constitute one and the same instrument.

**Oncor Electric Delivery Company LLC**

**Wind Energy Transmission Texas, LLC**

BY: 

BY: \_\_\_\_\_

NAME: Mark Carpenter

NAME: \_\_\_\_\_

TITLE: SVP T&D Operations

TITLE: \_\_\_\_\_

DATE: June 24, 2013

DATE: \_\_\_\_\_

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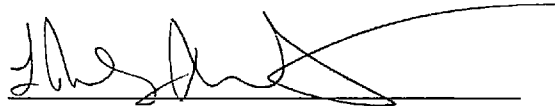
1. The Exhibit A to the Agreement is deleted in its entirety and replaced with the Exhibit A attached hereto and made a part hereof.
2. The Facility Schedule No. 4 (Faraday) attached hereto and made a part hereof is hereby added to this Agreement and will become effective upon execution of this Amendment by the Parties. New facilities associated with Facility Schedule No. 4 will not be placed in service until the Parties have completed the installation and testing of all equipment to be furnished for this Point of Interconnection in accordance with the provisions of Facility Schedule No. 4.
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IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed in several counterparts, each of which shall be deemed an original but all shall constitute one and the same instrument.

**Oncor Electric Delivery Company LLC**

**Wind Energy Transmission Texas, LLC**

BY: \_\_\_\_\_

BY:  \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: Wayne Morton

TITLE: \_\_\_\_\_

TITLE: General Manager

DATE: \_\_\_\_\_

DATE: June 6, 2013

**EXHIBIT A**

**LIST OF FACILITY SCHEDULES AND POINTS OF INTERCONNECTION**

<b>FACILITY SCHEDULE NO.</b>	<b>NAME OF POINT OF INTERCONNECTION</b>	<b>INTERCONNECTION VOLTAGE (KV)</b>
<b>1</b>	<b>Dermott</b>	<b>345</b>
<b>2</b>	<b>Odessa EHV</b>	<b>345</b>
<b>3</b>	<b>Scurry County South</b>	<b>345</b>
<b>4</b>	<b>Faraday</b>	<b>345</b>

## FACILITY SCHEDULE NO. 4

1. Name: Faraday
2. Point of Interconnection location: The Point of Interconnection is located in WETT's Faraday Switching Station in Borden County ("Faraday"), at the point where WETT's jumpers from the Faraday's bus connect to Oncor's transmission line conductors that terminate on Faraday's dead end structure. Faraday's property is located south and adjacent to Oncor's Willow Valley Switching Station ("Willow Valley") site at 4351 Willow Valley Road, Gail, Texas.
3. Delivery voltage: 345 kV
4. Metering (voltage, location, losses adjustment due to metering location, and other): Not Applicable.
5. Normally closed (check one): ☒ Yes / ☐ No
6. One line diagram attached (check one): ☒ Yes / ☐ No
7. Facilities to be installed and owned by Oncor:  
Willow Valley expansion, including but not limited to the following facilities:
  - a) 1 ea. – Circuit breaker, 345 kV, 3200 amperes, 50 kA
  - b) 1 ea. – Switch, air break, 345kV, 3200 amperes, gang operated, 3 phase
  - c) 1 ea. – Ground switch, 345 kV, 3200 amperes
  - d) 4 ea. – CCVT's 345 kV, dual secondary windings for metering and relaying
  - e) 6 ea. – Surge arrestors, 345 kV
  - f) 1 lot – All galvanized steel structures, including dead-ends, switch stands, metering structures, surge arrestor supports, CCVT supports, line trap supports, static mast, and bus supports necessary for construction and operation of Willow Valley
  - g) 1 lot – Associated buswork, conductor, connectors, grounding, conduit, control cable, foundation work, perimeter fencing, grading/dirt work and any appurtenances necessary for operation of Willow Valley
  - h) 1 lot – Control building, including all lighting, AC power facilities, DC battery and charger system and auxiliary equipment
  - i) 1 lot – Relaying equipment, including line current differential panel, fiber circuits, 138 kV bus relaying panels with associated junction boxes, and 345/138 kV autotransformer differential relaying panels
  - j) 1 lot – Fiber from Oncor's control building to Oncor's splice box located approximately 70 feet from Faraday's north fence and near Willow Valley's pad mount transformer. Oncor will make the connection between Oncor's fiber and WETT's fiber in the Oncor splice box.
  - k) 2 ea. – Circuit breakers, 138 kV, 3200 amperes, 40 kA
  - l) 5 ea. – Switch, air break, 138 kV, 3200 amperes, gang operated, 3 phase
  - m) 1 ea. – Motor operated switch, air break, 138 kV, 3200 amperes, 3 phase
  - n) 3 ea. – CCVT's, 138 kV, dual secondary windings for metering and relaying
  - o) 6 ea. – Surge arrestors, 138 kV
  - p) 1 ea. – 345/138 kV 600 MVA Autotransformer with associated surge arrestors
  - q) 1 lot – Modifications to existing supervisory equipment, SCADA RTU
  - r) 1 lot – Modifications to existing digital fault recorder
  - s) A 345 kV transmission line from Willow Valley to Faraday, approximately 700 feet, consisting of two (2 ea.) 795 MCM ACSR conductors, two steel monopoles, two (2 ea.)

7/16" EHS shield wires from steel monopole into Willow Valley's dead end, two (2 ea.) 7/16" EHS shield wires from steel monopole into Faraday's dead end, and a single 7/16" EHS shield wire between the two steel monopoles ("Transmission Line"). Oncor will make connection from Transmission Line to Faraday's dead end.

8. Facilities to be installed and owned by WETT:

Faraday, including but not limited to the following facilities:

- a) 1 lot – Circuit breakers, 345 kV
- b) 1 lot – Switches, air break, 345 kV gang operated, 3 phase
- c) 1 lot – CCVTs, 345 kV, dual secondary windings as required for WETT's metering and relaying
- d) 1 lot – Protective relaying equipment necessary to interface with Oncor's relaying equipment for protection of the 345 kV transmission line and related breaker failure protection schemes
- e) 1 lot – Protective relaying and communication equipment necessary for the protection and operation of Faraday
- f) 1 lot – Supervisory equipment, SCADA RTU
- g) 1 lot – Fault recording equipment as required by ERCOT
- h) 1 lot – Fiber from WETT's control center to Oncor splice box located approximately 70 feet from Faraday's north fence and near Willow Valley's pad mount transformer
- i) 1 lot – All galvanized steel structures, including dead ends, switch stands, metering structures, surge arrestor supports, CCVT supports, line trap supports, static masts, and bus supports as necessary for construction and operation of the Faraday. WETT will make the connection between Transmission Line and WETT's jumpers from Faraday's bus.
- j) 1 lot – Associated buswork, conductor, connectors, grounding, conduit, control cable, foundation work, perimeter fencing, grading/dirt work and any appurtenances necessary for operation of Faraday
- k) 1 lot – Control building including all lighting, AC distribution, DC battery and charger system, and auxiliary equipment

9. Cost Responsibility:

Each Party shall be responsible for all costs it incurs associated with facilities it owns at, connected to, or associated with, the Point of Interconnection, including, but not limited to, costs associated with the ownership, engineering, procurement, construction, operation, maintenance, replacement, repair and testing of such facilities; provided, however, that this Paragraph 9 is subject to Article VI, Section 6.1 of this Agreement (Indemnification). This Paragraph 9 shall not relieve either Party of its respective obligation under that section.

10. Switching and Clearance:

Oncor has adopted formal switching procedures that govern safety related issues concerning the operation of its switches connected to the Point of Interconnection and will provide a copy of those procedures to WETT upon request. WETT agrees to comply with the aforementioned switching procedures of Oncor with respect to holds requested on switching devices owned by Oncor.

11. Standards:

The Parties agree to cause their facilities being newly constructed, as described in this Facility Schedule, to be designed and constructed in accordance with (a) Good Utility Practice, (b) applicable laws and regulations, (c) the applicable provisions of the NERC Reliability Standards and ERCOT Requirements, and (d) the applicable provisions of the following standards in effect at the time of construction of this Point of Interconnection: NESC, ANSI Standards, and IEEE Standards.

12. Supplemental terms and conditions attached (check one): ☒ X Yes / ☐ No

The Parties will comply with the version of Oncor Standard 500-252 Guideline – Facility Connection Requirements for Bi-Directional Points of Interconnection at Transmission Voltage with Electric Utilities in effect at the time this Facility Schedule is signed.

# ONE LINE DIAGRAM

