



## Filing Receipt

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**SECOND AMENDED AND RESTATED  
INTERCONNECTION AGREEMENT**

**BETWEEN**

**AEP TEXAS INC.**

**AND**

**THE CITY OF BROWNSVILLE, TEXAS,  
acting by and through  
the Public Utilities Board of the City of Brownsville, Texas**

**DATED:** 2/14/2023 | 10:06 AM EST

**SECOND AMENDED AND RESTATED  
INTERCONNECTION AGREEMENT  
BETWEEN  
AEP TEXAS INC.  
AND  
THE CITY OF BROWNSVILLE, TEXAS,  
ACTING BY AND THROUGH  
THE PUBLIC UTILITIES BOARD OF THE CITY OF BROWNSVILLE, TEXAS**

This **Second Amended and Restated Interconnection Agreement** (“Agreement”) is made and entered into as of 2/14/2023 | 10:06 AM EST (the “Execution Date”), by and between **AEP Texas Inc.** (successor by merger to AEP Texas Central Company) (“AEP”) and the **City of Brownsville, Texas** (“Brownsville”), **acting by and through the Public Utilities Board of the City of Brownsville**, (“BPUB”), each sometimes hereinafter referred to individually as a “Party” or both referred to collectively as the “Parties”.

**WITNESSETH**

WHEREAS, each Party is the owner and operator of transmission and/or distribution facilities and is engaged in the business of transmitting electric energy to the general public within ERCOT; and

WHEREAS, the Parties are 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 Parties have established or shortly will establish new Point(s) of Interconnection between their electrical systems; and

WHEREAS, the Parties entered into a First Amended and Restated Interconnection Agreement dated October 16, 2015 (the “First Amended and Restated Agreement”), in accordance with the AEP Open Access Transmission Service Tariff (“AEP OATT”) which requires Brownsville acting by and through the BPUB to take service under the AEP OATT by implementing an interconnection agreement with AEP; and

WHEREAS, the Parties desire to replace in full the First Amended and Restated Agreement with this Agreement; and

WHEREAS, the Parties desire that this Agreement amend and restate the First Amended and Restated Agreement to add Section 5.5 in the body of this Agreement, for reason the Parties notify the other Party when its system protection equipment changes; and

WHEREAS, the Parties desire that this Agreement amend and restate the First Amended and Restated Agreement to add Section 10.2 in the body of this Agreement, for reason the Parties notify the other Party for operational events; and

WHEREAS, the Parties desire that this Agreement amend and restate the First Amended and Restated Agreement to update Exhibit A of this Agreement; and

WHEREAS, the Parties desire that this Agreement amend and restate the First Amended and Restated Agreement to terminate Facility Schedule No. 2 Loma Alta, for reason that AEP rerouted its two existing 138 kV transmission lines from BPUB's Loma Alta substation to a new Stillman substation; and

WHEREAS, the Parties desire that this Agreement amend and restate the First Amended and Restated Agreement to amend Facility Schedule No. 3 Military Highway, to reflect the STATCOM facilities were decommissioned and removed from the Military Highway substation; and

WHEREAS, the Parties desire that this Agreement amend and restate the First Amended and Restated Agreement to amend Facility Schedule No. 4 Titan Tire to: 1) rename the Facility Schedule and the two (2) Points of Interconnection from Titan Tire to Titan; 2) update the number of Points of Interconnection; 3) provide clarity to the Points of Interconnection location; and

WHEREAS, the Parties desire that this Agreement amend and restate the First Amended and Restated Agreement to amend Facility Schedule No. 5 Palo Alto to: 1) provide clarity to the Points of Interconnection location and the facilities owned by the Parties; 2) add BPUB's second power transformer to serve BPUB's 28,000 kW future load from AEP's Military Hwy 138 kV transmission line and AEP's Titan 138 kV transmission line; and

WHEREAS, the Parties desire that this Agreement amend and restate the First Amended and Restated Agreement by amending Facilities Schedule No. 6 that provides for BPUB's request for a new Point of Interconnection to serve BPUB's 56,000 kW load on AEP's Military Hwy to Palo Alto 138 kV transmission line, which requires AEP to build an in and out 138 kV through-path interconnecting facility called Ocelot; and

WHEREAS, the Parties desire to amend and restate the First Amended and Restated Agreement to reflect these changes and to make certain other changes; and

WHEREAS, the Parties desire to interconnect their respective 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 all obligations hereunder, are expressly conditioned upon obtaining (without conditions, limitations or qualifications that are unacceptable to either Party) approval or authorization or acceptance for filing by any regulatory authority whose approval, authorization or acceptance for filing is required by law. After execution by both Parties, AEP will file this Agreement with FERC and will provide a copy of this Agreement to the PUCT. Both Parties hereby agree to support the approval of this Agreement before such regulatory authorities and to provide such documents, information, and opinions as may be reasonably required or requested by either Party in the course of approval proceedings.

1.2 Subject to Section 1.1, this Agreement shall become effective on the Execution Date, or upon such other date specified by FERC (the “Effective Date”). The Parties shall request FERC to make the Effective Date be the Execution Date.

1.3 Unless otherwise mutually agreed, this Agreement shall remain in effect initially for a period of five (5) years from the Effective Date, and shall continue in effect thereafter for periods of two (2) years each unless canceled after such initial period or any subsequent period either by mutual agreement or by either Party upon at least twenty-four (24) months written notice to the other Party. Upon termination of this Agreement, each Party shall discontinue the use of the facilities of the other and shall disconnect the Points of Interconnection.

## **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/or distribution systems will be interconnected and to identify the facilities provided by each Party at the Points of Interconnection.

2.2 This Agreement shall apply to the ownership, construction, operation, and maintenance of those facilities that are specifically identified and described in the Facility Schedules that are attached hereto and incorporated herein. Except as provided for abandoned property in Section 6.3, this Agreement does not transfer title in any personal or real property. This Agreement 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 delivery service, ancillary service or other miscellaneous service that either Party may desire from the other Party or any third party.

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; provided, however, the Parties acknowledge that in some cases they may enter into separate agreements regarding the construction, repair, upgrade, or demolition of certain facilities as contemplated by Section 4.4. 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 and supersedes 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 means this Second Amended and Restated Interconnection Agreement with all exhibits, schedules and attachments applying hereto, including any schedules and attachments hereafter made and any amendments hereafter made.

3.2 ERCOT means the Electric Reliability Council of Texas, Inc., or its successor in function.

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

3.4 Facility Schedule(s) means the schedule(s) to this Agreement that identify the Point(s) of Interconnection and describe the agreement on ownership, control, operation, and maintenance responsibilities of the Parties at the Point(s) of Interconnection.

3.5 FERC means the Federal Energy Regulatory Commission or its successor in function.

3.6 Good Utility Practice shall have the meaning described in the PUCT Rule 25.5 or its successor.

3.7 NERC means the North American Electric Reliability Corporation or its successor electric reliability organization.

3.8 NERC Reliability Standards means the mandatory electric reliability standards established and enforced by NERC.

3.9 Point(s) of Interconnection means the points where the Systems of the Parties are connected or may, by the closure of normally open switches, be connected.

3.10 PUCT means the Public Utility Commission of Texas or its successor in function.

3.11 System means the electrical transmission and/or distribution facilities and equipment of either Party.

**ARTICLE IV - ESTABLISHMENT AND TERMINATION OF POINTS OF  
INTERCONNECTION**

4.1 The Parties shall comply with any applicable NERC Reliability Standards that relate to the interconnection of their facilities at the locations identified and described in the Facility Schedules. Each Party shall provide to the other Party all information that may reasonably be required by the other Party to comply with NERC Reliability Standards, if any. Notwithstanding the foregoing, a Party shall not be required to disclose information which it deems confidential unless the Parties execute a confidentiality agreement to protect the confidential nature of such information.

4.2 The Parties agree to interconnect their facilities at the locations, and in accordance with the terms and conditions specified in Exhibit A hereto and as further described in the Facility Schedule(s). The Facility Schedule(s) shall specify the responsibilities of the Parties with respect to ownership, control, operation, and maintenance of the interconnection facilities.

4.3 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 the 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, originating in the System of one Party, from affecting or impairing the System of the other Party, or other electrical systems to which the System of such Party is interconnected. The Parties agree that all Points of Interconnection will be established in conformance with the ERCOT Requirements. 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. Except as otherwise provided in the Facility Schedules, each Party will be responsible for the facilities it owns on its side of the Point of Interconnection.

4.4 From time to time, a Point of Interconnection may be added, changed, modified, or deleted from this Agreement as mutually agreed by the Parties and/or as ordered by a regulatory authority having jurisdiction thereof. The Parties shall enter into such agreements as the Parties mutually agree to address any related construction, repair, upgrade, or demolition activities. In addition, the Parties shall amend this Agreement to update Exhibit A and to update Facility Schedules or add new Facility Schedules, as applicable. Subject to regulatory approval, if required, either Party may terminate a Point of Interconnection on twenty-four (24) months advance written notice. Upon termination of a Point of Interconnection, each Party shall discontinue the use of the facilities of the other Party associated with the use of that Point of Interconnection and shall disconnect from that Point of Interconnection. The Parties agree to use reasonable efforts to coordinate the termination of a Point of Interconnection to minimize any disruption in service by either Party.

4.5 Subject to regulatory approval, if required, and unless otherwise mutually agreed, neither Party shall have the right to disconnect from the other Party at any Point of Interconnection specified on Exhibit A and a Facility Schedule, originally attached to this Agreement or added

subsequent to the execution of this Agreement, except as set forth in Section 4.4 above, or upon failure to cure a Default pursuant to Article XIV of this Agreement.

4.6 For facilities not specified in the Facility Schedules, or if either Party makes changes or additions to the facilities at a Point of Interconnection, which may affect the operation or performance of the other Party's interconnection facilities, the Parties agree to notify the other Party, in writing, of such changes. Such changes shall be made in accordance with Good Utility Practice, ERCOT Requirements, the National Electrical Safety Code, other applicable codes, and standards in effect at the time and location of construction, and coordinated between the Parties.

4.7 Each Party agrees to provide current as-built drawings to the other Party of the facilities owned by that Party at each Point of Interconnection.

4.8 The Parties agree to coordinate and cooperate on assessments of the reliability impacts to their interconnected Systems for new facilities requesting connection to their Systems, in accordance with any applicable NERC Reliability Standards.

#### **ARTICLE V – SYSTEM OPERATION AND MAINTENANCE**

5.1 Unless otherwise provided by the Facility Schedules, each Party shall, at each Point of Interconnection, at its own risk and expense, operate and maintain the facilities (including all apparatus and necessary protective devices) it owns or hereafter may own, so as to reasonably minimize the likelihood of voltage and frequency abnormalities, originating in the System of one Party, from affecting or impairing the System of the other Party, or other electrical systems to which the Party is interconnected. The Parties agree that all Points of Interconnection will be operated and maintained in conformance with the ERCOT Requirements and Good Utility Practice.

5.2 Unless otherwise provided by the Facility Schedules, each Party, at its sole cost and expense, will be responsible for the operation, maintenance and inspection of all facilities it owns now or hereafter may own associated with each Point of Interconnection.

5.3 Unless otherwise provided by the Facility Schedules, each Party shall operate the facilities within its System. The operation of the System shall be such that power flows that enter and exit one Party's System do not have undue impacts on the other Party's System. Operational responsibility for facilities owned by one Party, but installed in another Party's substation or transmission line will be identified in the Facility Schedule for that particular Point of Interconnection.

5.4 During the term of this Agreement, the Parties will, consistent with Good Utility Practice, coordinate their operations to maintain continuity of services to their respective customers to the extent practicable. Planned facility 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. Except as otherwise permitted by the terms of this Agreement, 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 operate in the proximity of the Points of Interconnection that might reasonably be expected to affect the operation of facilities on the other Party's System.

5.5 Each Party agrees to notify the other Party in accordance with the requirements of Section 10.2 of Article X of this Agreement on any changes a Party makes to settings or equipment that could impact the other Party's system protection equipment.

5.6 Each Party will provide the reactive requirements for its own System in accordance with the ERCOT Requirements. Each Party will provide the reactive requirements for its own System so as not to impose a burden on the other Party's System.

5.7 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 not to 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. Such operations by the other Party will be at no cost to the owner or normal operator of the equipment.

5.8 Each Party will determine the operating limits of the facilities that it owns and make such limits known to the Party operating those facilities. The Party operating those facilities will not exceed those limits without prior approval of the Party owning the facilities.

5.9 Unless otherwise provided in a Facility Schedule, for purposes of ERCOT under-frequency, under-voltage or emergency load shedding program requirements, the Parties agree that each Party will be obligated to communicate with ERCOT and account for the loads associated with the distribution breaker and feeder that it operates.

## **ARTICLE VI - RIGHTS OF ACCESS, EQUIPMENT INSTALLATION, AND REMOVAL**

6.1 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 such other Party that is located on such premises or for the purpose of performing any work necessary in the performance of this Agreement.

6.2 Each Party grants to the other Party permission to install, maintain, and/or operate, or cause to be installed, maintained, and/or operated, on its premises, the necessary equipment, apparatus, and devices required for the performance of this Agreement. Any such installation,

maintenance, and operation to be performed, except in the case of emergencies, shall be performed only after a schedule of such activity has been submitted and agreed upon by the Parties.

6.3 Unless otherwise agreed in writing, any and all facilities placed or installed, or caused to be placed or installed by one Party on, or in, the premises of the other Party, shall be owned by and remain the property of the Party installing such 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 such facilities placed or installed on the premises of the other Party, shall have the right 1) to sell such facilities to the other Party, if the other Party wishes to purchase such facilities, or 2) to enter the premises of the other Party and, within a reasonable time, remove such facilities, at no cost to the owner of the premises. If, upon the termination of any Point of Interconnection under this Agreement, facilities of a Party that are installed on the premises of the other Party are neither sold to the other Party nor removed by the owning Party within a reasonable time, such facilities 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.

6.4 Each Party shall clearly mark their respective facilities with appropriate ownership identification.

6.5 Either Party may request the other Party to upgrade or modify its terminal facilities at a Point of Interconnection in accordance with the other Party's standard design of equipment, provided that the upgrade or modification is consistent with Good Utility Practice and, if applicable, is approved by ERCOT. The requesting Party shall provide the other Party a minimum of twenty-four (24) months notice of the upgrade or modification of its terminal facilities at a Point of Interconnection, absent mutual acceptance of a shorter notice period. The Parties agree to use reasonable efforts to coordinate the upgrade or modification of terminal facilities at a Point of Interconnection to minimize any disruption in service by either Party.

## **ARTICLE VII - METERING AND RECORDS**

7.1 Unless otherwise agreed in writing, 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 and the ERCOT Requirements.

7.2 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.

7.3 If any test or inspection of metering equipment shows that it does not meet the accuracy requirements established by the ERCOT Requirements, 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 the ERCOT Requirements.

7.4 As long as metering, telemetering or communications facilities are required by the ERCOT Requirements and are operated and maintained in accordance with the ERCOT Requirements, 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.

#### **ARTICLE VIII - COMMUNICATION AND TELEMETERING FACILITIES**

8.1 Unless otherwise agreed in writing, each Party shall provide, at its own expense, the necessary communication and telemetering facilities needed for the control and operation of its System.

8.2 All communication and telemetering facilities required herein shall be selected, installed, tested, operated, and maintained by the Party owning such equipment in accordance with Good Utility Practice and the ERCOT Requirements.

#### **ARTICLE IX - INDEMNIFICATION**

**NOTWITHSTANDING THE PROVISIONS OF ARTICLE XIII, TO THE EXTENT PERMITTED BY LAW AND ONLY TO THE EXTENT RESULTING FROM A PARTY'S NEGLIGENCE OR OTHER FAULT IN THE DESIGN, CONSTRUCTION, OR OPERATION OF ITS FACILITIES DURING THE PERFORMANCE OF THIS AGREEMENT, SUCH PARTY SHALL (I) ASSUME ALL LIABILITY FOR, AND SHALL INDEMNIFY THE OTHER PARTY AGAINST, ANY AND ALL MONETARY LOSSES SUFFERED BY THE OTHER PARTY OR DAMAGE TO SUCH OTHER PARTY'S PROPERTY, AND (II) INDEMNIFY THE OTHER PARTY AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS AGAINST THIRD PERSONS' CLAIMS (AND SUCH INDEMNIFIED PERSON'S COSTS AND EXPENSES OF DEFENSE THEREOF) FOR INJURY TO OR DEATH OF ANY PERSON, DAMAGE TO PROPERTY OF ANY THIRD PERSON, OR DISRUPTION OF THE BUSINESS OF ANY THIRD PERSON. NOTHING IN THIS ARTICLE WILL CREATE AN OBLIGATION TO ASSUME, OR INDEMNIFY A PERSON FOR, (I) A PARTY'S COSTS AND EXPENSES, COURT COSTS, OR ATTORNEY FEES INCURRED IN PROSECUTING OR DEFENDING AN ACTION AGAINST THE OTHER PARTY, (II) DAMAGES FOR DISRUPTION OF THE OTHER PARTY'S BUSINESS, OR (III) AMOUNTS PAID BY THE OTHER PARTY IN SETTLEMENT OF CLAIMS; PROVIDED, HOWEVER, THAT THE LIMITATIONS OF**

**LIABILITY SET FORTH IN (I) AND (II) SHALL NOT APPLY TO AN INDEMNIFYING PARTY'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT AND THE LIMITATION OF LIABILITY SET FORTH IN (I) SHALL NOT NEGATE ANY OBLIGATION TO PAY FOR SUCH COSTS UNDER CHAPTER 38 OF THE TEXAS CIVIL PRACTICE & REMEDIES CODE OR OTHER APPLICABLE STATUTES. THIS ARTICLE DOES NOT CREATE A LIABILITY ON THE PART OF EITHER PARTY TO A THIRD PERSON, BUT REQUIRES INDEMNIFICATION TO THE EXTENT SET FORTH HEREIN WHERE SUCH LIABILITY EXISTS. THIS ARTICLE WILL NOT BE APPLIED TO CREATE AN INDEMNIFICATION OBLIGATION THAT IS IN EXCESS OF ANY CONTRIBUTION OBLIGATION A PARTY HAS UNDER CHAPTER 33 OF THE TEXAS CIVIL PRACTICE & REMEDIES CODE.**

### **ARTICLE X - NOTICES**

10.1 Notices of an administrative nature, including but not limited to a notice of termination, notice of default, request for amendment, change to a Point of Interconnection, or 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 in the manner described herein. Any such notice may be given by personal delivery to the Party entitled thereto by e-mail (with confirmation of receipt), by any courier service which guarantees overnight, receipted delivery, or by U.S. Certified or Registered Mail, return receipt requested, addressed to the Party entitled thereto, at:

	If to Brownsville:	If to AEP:
Company Name:	Brownsville Public Utilities Board	AEP Texas Inc. c/o American Electric Power Service Corporation
Attn:	Interim General Manager and Chief Executive Officer	Director, System Interconnections
Address:	1425 Robinhood Drive	212 E. 6th Street
City, State, Zip:	Brownsville, TX 78523-3270	Tulsa, OK 74119
Phone:	956-983-6709	918-599-2723
E-mail:	mdgilbert@brownsville-pub.com	rlpennybaker@aep.com <and> ERCOTrequest@aep.com
Copy:		
Company Name:	Public Utilities Board of the City of Brownsville	AEP Texas Inc.
Attn:	Director of Electric Transmission and Distribution	Manager, Customer Services
Address:	1425 Robinhood Drive	
City, State, Zip:	Brownsville, TX 78523-3270	

Phone:	956-983-6216	361-881-5561
E-mail:	ccortinas@brownsville-pub.com	rwknowles@aep.com

10.2 Notices of an operational nature shall be in writing and/or may be sent between the Parties via electronic mail with read receipt as follows:

	If to Brownsville:	If to AEP:
Company Name:	The Brownsville Public Utilities Board	AEP Texas Inc. c/o American Electric Power Service Corporation
Attn:	Energy System Operations Manager	Manager, Transmission Operations Reliability
Address:	1435 Robinhood Dr.	12730 Hearn Road
City, State, Zip:	Brownsville, TX 78521	Corpus Christi, TX 78410
24-Hour Phone:	956-983-6100	361-289-4003
E-mail:	ravila@brownsville-pub.com	dkkunkel@aep.com
Copy:		
Company Name:	The Brownsville Public Utilities Board	AEP Texas Inc. c/o American Electric Power Service Corporation
Attn:	Engineering Manager	Manager, Transmission Dispatching
Address:	1435 Robinhood Dr.	12730 Hearn Road
City, State, Zip:	Brownsville, TX 78521	Corpus Christi, TX 78410
24-Hour Phone:	956-983-6100	361-289-4006
E-mail:	elperez@brownsville-pub.com	Llrodriguez2@aep.com
System Protection Notices:		
Company Name:	The Brownsville Public Utilities Board	AEP Texas Inc. c/o American Electric Power Service Corporation
Attn:	Substation and Relaying Manager	Manager, P&C Engineering
Address:	1155 FM 511	212 E. 6th Street
City, State, Zip:	Olmito TX 78575	Tulsa, OK 74119
Phone:	956-983-6100	
E-mail:	amejia@brownsville-pub.com	rgodwin@aep.com <and> prc-027@aep.com

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

## **ARTICLE XI - SUCCESSORS AND ASSIGNS**

11.1 Subject to the provisions of Section 11.2 below, this Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the respective Parties.

11.2 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 consent to assignment 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 to all or a substantial portion of the Party's transmission and distribution business; to any affiliate of the assigning Party with an equal or greater credit rating; to any transmission service provider with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement; or for collateral security purposes in connection with any financing or financial arrangements.

11.3 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 XII - GOVERNING LAW AND REGULATION**

12.1 **THIS AGREEMENT SHALL IN ALL RESPECTS BE GOVERNED BY, INTERPRETED, CONSTRUED, AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS 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.

12.2 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 sixty (60) days prior written notice of such election 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.

12.3 In the event any part of this Agreement is declared invalid by a court of competent jurisdiction, the remainder of this 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 XIII – FORCE MAJEURE**

Neither Party shall be considered in default with respect to any obligation hereunder, other than the payment of money, if prevented from fulfilling such obligations by reason of any cause beyond its reasonable control, including, but not limited to, an act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, a curtailment, order, regulation or restriction imposed by governmental, military, or lawfully established civilian authorities, or by the making of necessary repairs upon the property or equipment of either Party ("Force Majeure") and neither Party shall be liable to the other for damages that result from such a Force Majeure event. In the event of the occurrence of an event of Force Majeure, the affected Party shall notify the other Party of such Force Majeure as soon as reasonably possible after the determination that an event of Force Majeure has occurred. If performance by either Party has been prevented by such event, the affected Party shall promptly and diligently attempt to remove the cause of its failure to perform, except that neither Party shall be obligated to agree to any quick settlement of any strike or labor disturbance, that, in the affected Party's opinion, may be inadvisable or detrimental, or to appeal from any administrative or judicial ruling.

### **ARTICLE XIV - TERMINATION ON DEFAULT**

14.1 The term "Default" shall mean the failure of either Party to perform any obligation in the time or manner provided in this Agreement. No Default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of Force Majeure as defined in this Agreement or the result of an act or omission of the other Party. Upon a Default, the non-defaulting Party shall give written notice of such Default to the defaulting Party. Except as provided in Section 14.2, the defaulting Party shall have thirty (30) days from receipt of the Default notice within which to cure such Default; provided however, if such Default is not capable of cure within thirty (30) days, the defaulting Party shall commence such cure within thirty (30) days after Default notice and continuously and diligently complete such cure within ninety (90) days from receipt of the Default notice; and, if cured within such time, the Default specified in such Default notice shall cease to exist.

14.2 If a Default is not cured as provided in this Article, or if a Default is not capable of being cured within the period provided for herein, the non-defaulting Party shall have the right to terminate this Agreement by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not that Party terminates this Agreement, to recover from the defaulting Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this Article will survive termination of this Agreement.

14.3 The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of this Agreement will not be considered to waive the obligations, rights, or duties imposed upon the Parties by this Agreement.

#### **ARTICLE XV – MISCELLANEOUS PROVISIONS**

15.1 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 or to the other Party, and it is understood and agreed that any such undertaking shall cease upon the termination of this Agreement.

**15.2 IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER ANY PROVISION OF THIS AGREEMENT FOR ANY LOSSES, DAMAGES, COSTS OR EXPENSES FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT OR REVENUE, LOSS OF THE USE OF EQUIPMENT, COST OF CAPITAL, COST OF TEMPORARY EQUIPMENT OR SERVICES, WHETHER BASED IN WHOLE OR IN PART IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY. THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 15.2 ARE NOT INTENDED TO AND SHALL NOT IN ANY MANNER, LIMIT OR QUALIFY THE LIABILITIES AND OBLIGATIONS OF THE PARTIES UNDER ANY OTHER AGREEMENTS BETWEEN THE PARTIES.**

15.3 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.

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

15.5 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.

15.6 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.

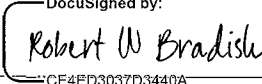


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Signatures are on next page]**

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the undersigned authorized representatives.


**AEP Texas Inc.**

**City of Brownsville, Texas  
Acting by and through the Public  
Utilities Board of the City of  
Brownsville, Texas**

By:  DocuSigned by:  
Robert W Bradish  
CE4ED3037D3440A...

Name: Robert W. Bradish  
Title: Vice President

Date: 2/14/2023 | 10:06 AM EST

By: 

Name: Marilyn D. Gilbert  
Title: Interim General Manager and CEO

Date: 1/27/2023

## EXHIBIT A

<b>Facilities Schedule No</b>	<b>Name of Point of Interconnection (# of Points)</b>	<b>Delivery Voltage (kV)</b>	<b>Meter Voltage [kV]</b>	<b>Estimated Peak Load [kW]</b>
1 [terminated]	Brownsville Switching Station-Laredo Road Tie (0)	-	-	-
2 [terminated]	Loma Alta (0)	-	-	-
3	Military Highway (2)	138	138	56,000
4	Titan (2)	138	138	56,000
5	Palo Alto (2)	138	138	56,000
6	Ocelot (2)	138	138	56,000

**FACILITY SCHEDULE NO. 1**

**Brownsville Switching Station-Laredo Road Tie**

**[TERMINATED]**

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**FACILITY SCHEDULE NO. 2**

**Loma Alta**

**TERMINATED**

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**FACILITY SCHEDULE NO. 3**

1. **Name:** **Military Highway**
2. **Facility Location:** The Military Highway Substation (“Substation”) is located at 1307 Military Hwy., Brownsville, Cameron County, Texas. There are several Points of Interconnection at this location as indicated by the ownership demarcation lines shown on the attached one-line diagram.
3. **Delivery Voltage:** 138 kV
4. **Metered Voltage:** 138 kV
5. **Loss Adjustment Due to Meter Location:** None
6. **Normal Operation of Interconnection:** Closed
7. **One-Line Diagram Attached:** Yes
8. **Facilities Ownership Responsibilities of the Parties:**
  - 8.1. Each Party owns those facilities located on its side of the ownership demarcation lines shown on the attached one-line diagram.
  - 8.2. BPUB and AEP have undivided joint ownership interest (81.48% AEP and 18.52% BPUB) in the following 138 kV facilities as indicated on the attached one-line diagram:
    - i. the 138 kV transmission line to the US-Mexico border that interconnects with Comisión Federal de Electricidad (“CFE”) or its successor
    - ii. the 138 kV facilities within the Substation associated with the transmission line to CFE
9. **Facility Operation Responsibilities of the Parties:**
  - i. Each Party operates and controls those facilities that it solely owns on its side of the ownership demarcation line shown on the attached one-line diagram.
  - ii. AEP operates and controls the jointly-owned 138 kV facilities indicated on the attached one-line diagram.
10. **Facility Maintenance Responsibilities of the Parties:**
  - i. Each Party maintains at its expense those facilities that it solely owns on its side of the ownership demarcation line shown on the attached one-line diagram
  - ii. AEP maintains the jointly-owned 138 kV facilities and each Party shares the maintenance expense in proportion to its ownership share.

10. **Estimated Peak Load:** None

12. **Other Terms and Conditions:**

**12.1. AEP's Inter-control Center Communications Protocol ("ICCP"):**

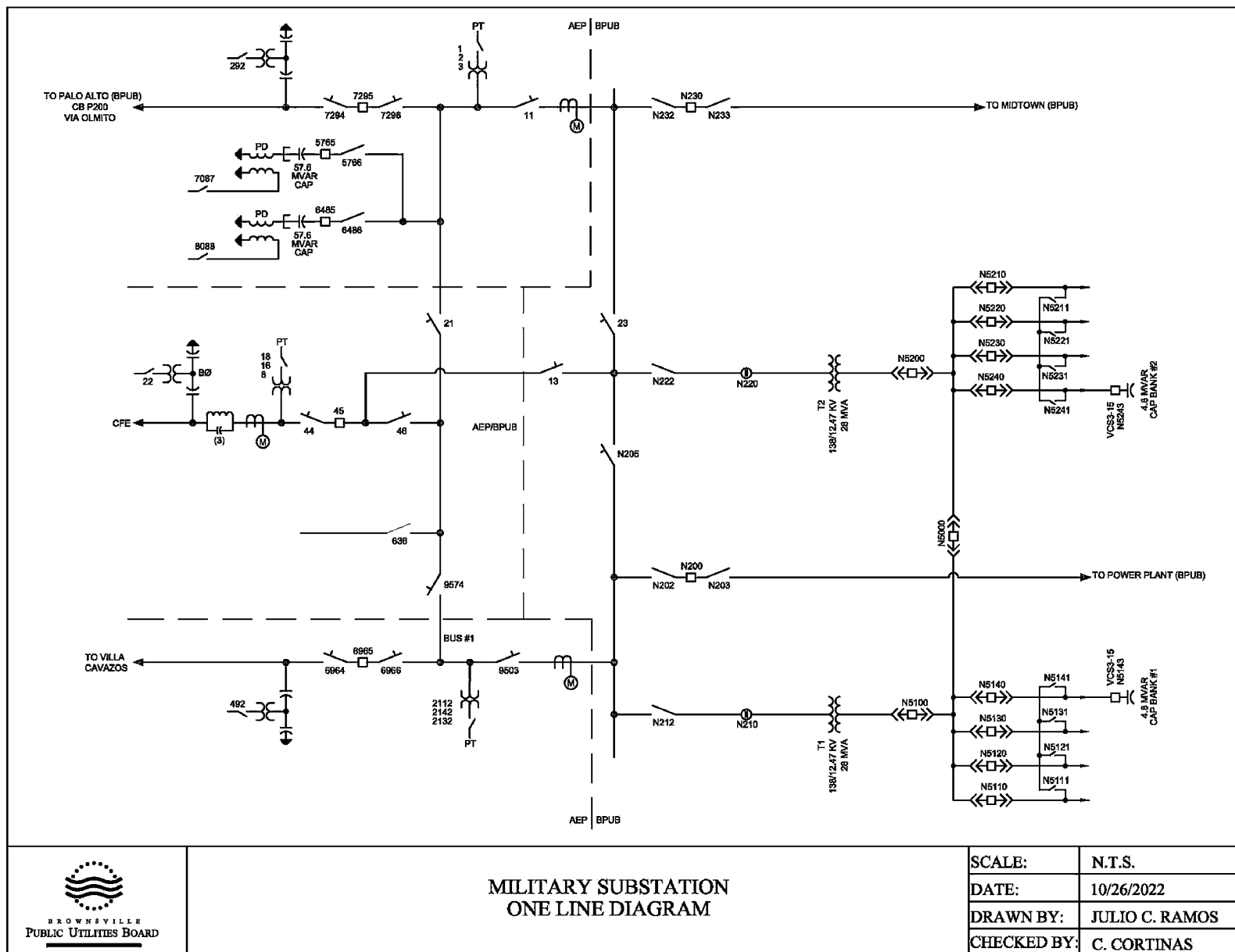
- i. AEP will submit the Substation ICCP data to ERCOT while it performs control center activities on the facilities it owns and operates.
- ii. BPUB will have access to the AEP ICCP data via a direct ICCP communication circuit between the Parties' control centers.
- iii. The Parties will coordinate the analog and digital point list and communications protocol issues.

**12.2. BPUB's ICCP:**

- i. BPUB will submit the Substation ICCP data to ERCOT while it performs control center activities on the facilities it owns and operates.
- ii. AEP will have access to the BPUB ICCP data via a direct ICCP communication circuit between the Parties' control centers.
- iii. The Parties will coordinate the analog and digital point list and communications protocol issues.

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# FACILITY SCHEDULE NO. 3 (continued) One-Line Diagram





**FACILITY SCHEDULE NO. 4**

1. **Name:** Titan
2. **Facility Location:** BPUB's Titan Substation ("Substation") is located at 6704 Paredes Line Rd. (behind 6720 Paredes Line Rd.), Brownsville, Cameron County, Texas. There are two (2) Points of interconnection approximately 1500 feet outside the Substation at: 1) AEP's dead-end turning structure, that terminate AEP's Union Carbide Brownsville 138 kV transmission line; and 2) AEP's dead-end turning structure, that terminate AEP's Palo Alto 138 kV transmission line. More specifically, where AEP's jumpers at each dead-end turning structure connect to BPUB's two (2) approximate 1500-foot 138 kV transmission lines from the Substation.
3. **Delivery Voltage:** 138 kV
4. **Metered Voltage:** 138 kV
5. **Loss Adjustment Due to Meter Location:** None
6. **Normal Operation of Interconnection:** Closed
7. **One-Line Diagram Attached:** Yes
8. **Facilities Ownership Responsibilities of the Parties:**
  - 8.1. **AEP agrees that it owns the following facilities:**
    - i. two (2) dead-end turning structures placed approximately 1500 feet from the Substation
    - ii. two (2) primary billing meter at a mutually acceptable location within the Substation
    - iii. remote terminal unit ("RTU") to monitor and control circuit breakers that protect AEP's Union Carbide Brownsville 138 kV transmission line and AEP's Palo Alto 138 kV transmission line
    - iv. three (3) 138 kV potential transformers ("PT's") required for metering the incoming and outgoing points of AEP's Union Carbide Brownsville 138 kV transmission line and AEP's Palo Alto 138 kV transmission line
    - v. six (6) 138 kV current transformers ("CT's") required for metering the incoming and outgoing points of AEP's Union Carbide Brownsville 138 kV transmission line and AEP's Palo Alto 138 kV transmission line
    - vi. the Union Carbide Brownsville 138 kV transmission line that terminate on one (1) of the dead-end turning structures
    - vii. the Palo Alto 138 kV transmission line that terminate on one (1) of the dead-end turning structures

- viii. optical ground wire (“OPGW”) from AEP’s Union Carbide Brownsville to the BPUB’s dead-end structure within the Substation, which includes connecting the OPGW to the last approximate 1500 feet of BPUB’s 138 kV transmission line
- ix. OPGW from BPUB’s Palo Alto substation to the BPUB’s dead-end structure within the Substation, which includes connecting the OPGW to the last approximate 1500 feet of BPUB’s 138 kV transmission line

**8.2. BPUB agrees that it owns the following facilities:**

- i. the Substation and all the facilities within it
- ii. two (2) approximately 1500 feet of 138 kV transmission lines from AEP’s two (2) dead-end turning structures to the Substation
- iii. two (2) 138 kV disconnect switches (T202 and T212)
- iv. six (6) 138 kV lightning arresters
- v. the four (4) 138 kV transmission side switches (T241, T242, T251 and T252) (with dual locking)
- vi. one (1) multiport RTU and associated interface equipment as required by both Parties
- vii. data circuits, including associated interface equipment as required by both Parties, from the Substation to: i) AEP’s La Palma microwave equipment; and ii) BPUB’s System Control Center.
- viii. conduit, foundations, structures, junction boxes and meter panel required for metering each Substation transformer.
- ix. two (2) 138 kV circuit breakers (T200 and T210).
- x. Two (2) 138 kV potential transformers (“PT’s”) required for line SYNC.

**9. Facility Operation Responsibilities of the Parties:**

- i. Each Party will operate all the facilities it owns
- ii. AEP will have access to the Substation to operate BPUB’s four (4) 138 kV transmission side switches (T241, T242, T251 and T252) (with dual locking)
- iii. AEP will have access to the Substation to operate BPUB’s two (2) 138 kV circuit breakers (T200 and T210)

**10. Facility Maintenance Responsibilities of the Parties:**

Each Party is responsible for maintenance of the facilities it owns

**11. Estimated Peak Load: 56,000 kW**

**12. Other Terms and Conditions:**

**12.1. AEP’s Inter-control Center Communications Protocol (“ICCP”):**

- i. AEP will submit the Substation ICCP data to ERCOT while it performs control center activities on the facilities it owns and operates.
- ii. BPUB will have access to the AEP ICCP data via a direct ICCP communication circuit between the Parties’ control centers.

- iii. The Parties will coordinate the analog and digital point list and communications protocol issues.

**12.2. BPUB's ICCP:**

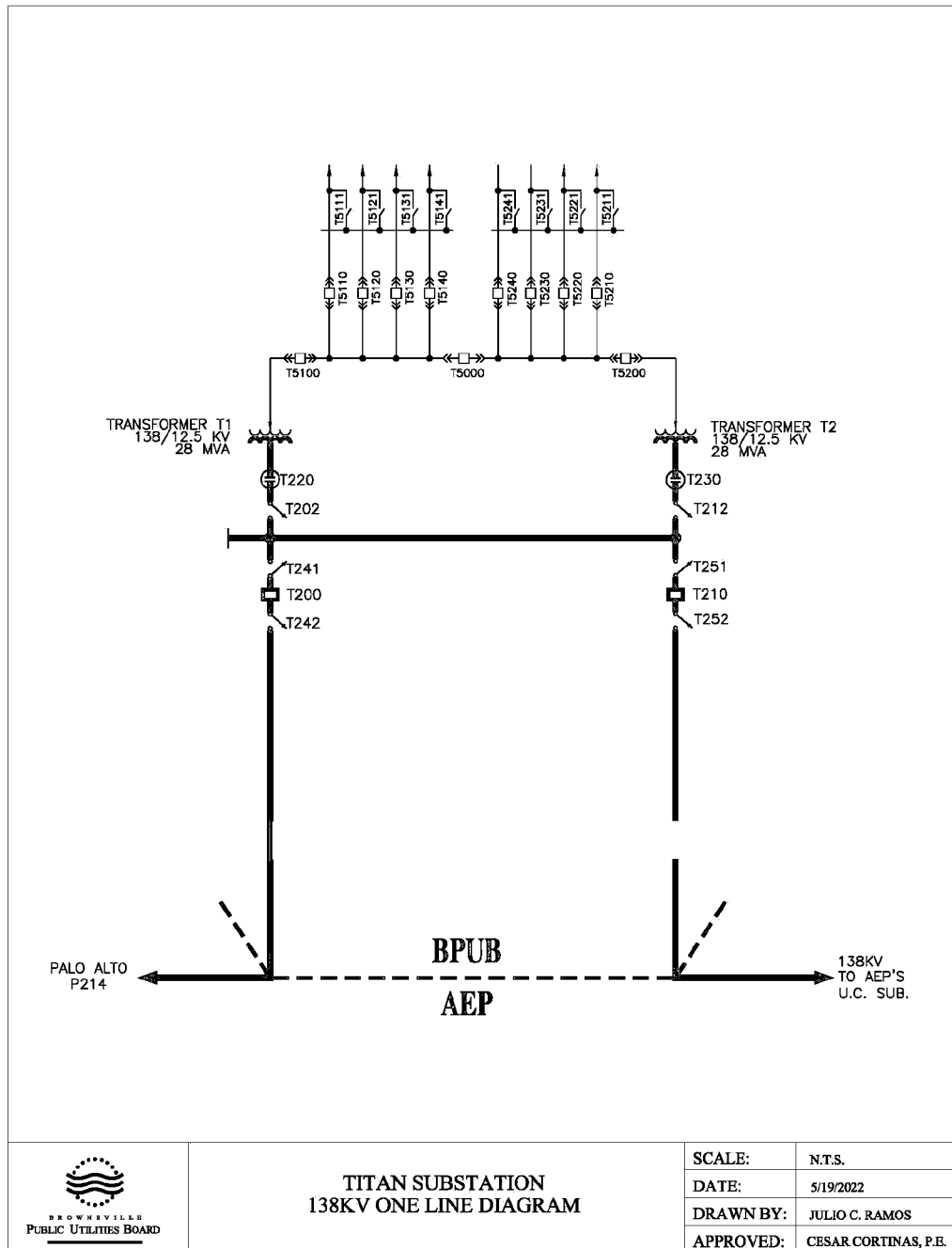
- i. BPUB will submit the Substation ICCP data to ERCOT while it performs control center activities on the facilities it owns and operates.
- ii. AEP will have access to the BPUB ICCP data via a direct ICCP communication circuit between the Parties' control centers.
- iii. The Parties will coordinate the analog and digital point list and communications protocol issues.

**12.3.**

- i. the inter-control area metering shall utilize AEP's 138 kV PT's and CT's.
- ii. BPUB will pay the maintenance and monthly charges of the data circuits specified in item 8.2(vii) above.
- iii. BPUB agrees to allow AEP to connect AEP's OPGW identified in Item 8.1(viii and ix) to BPUB's 1500 feet of 138 kV transmission line identified in Item 8.2(ii).

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**FACILITY SCHEDULE NO. 4 (continued)**  
**One-Line Diagram**



**FACILITY SCHEDULE NO. 5**

1. **Name:** Palo Alto
2. **Facility Location:** BPUB's Palo Alto Substation ("Substation") is located at 6608 Old Alice Rd, Brownsville, Cameron County, Texas. There are two (2) Points of Interconnection located outside the Substation fence at: i) AEP's dead-end structure (26° 00' 05.51" N., 97° 30' 52.14" W.) that terminate BPUB's 138 kV transmission line from the Substation and AEP's Military Highway 138 kV transmission line; and ii) AEP's dead-end structure (26° 00' 05.41" N., 97° 30' 50.84" W.) that terminate BPUB's 138 kV transmission line from the Substation and AEP's Titan 138 kV transmission line. More specifically, the Points of Interconnection are where AEP's jumpers physically connect to BPUB's 138 kV conductors from the Substation.
3. **Delivery Voltage:** 138 kV
4. **Metered Voltage:** 138 kV
5. **Loss Adjustment Due to Meter Location:** None
6. **Normal Operation of Interconnection:** Closed
7. **One-Line Diagram Attached:** Yes
8. **Facilities Ownership Responsibilities of the Parties:**
  - 8.1. **AEP agrees that it owns the following facilities:**
    - i. the Titan 138 kV transmission line
    - ii. the Military Highway 138 kV transmission line
    - iii. remote terminal unit ("RTU") to monitor and control circuit breakers that protect the Titan 138 kV transmission line and Military Hwy 138 kV transmission line
    - iv. multiple address system ("MAS") remote radio, coax, and antenna for RTU communication to AEP's control center
    - v. optical ground wire ("OPGW") from BPUB's Titan substation to the BPUB's dead-end structure within the Substation, which includes connecting the OPGW to the last 260 feet of BPUB's 138 kV transmission line
    - vi. two (2) dead-end turning structures approximately 70 feet outside the southside of the Substation
  - 8.2. **BPUB agrees that it owns the following facilities:**
    - i. the Substation and all the facilities within it
    - ii. two (2) substation dead-end transmission line structures within the Substation
    - iii. one (1) 138 kV transmission line from the Substation terminating on AEP's dead-end structures approximately 260 feet outside the Substation fence

- iv. one (1) 138 kV transmission line from the Substation terminating on AEP's dead-end structures approximately 140 feet outside the Substation fence
- v. one (1) breaker (P210) that protect AEP's Titan 138 kV transmission line
- vi. one (1) breaker (P200) that protect AEP's Military Hwy 138 kV transmission line (via AEP Olmito 8203)
- vii. cable from AEP's monitored and controlled facilities to AEP's RTU
- viii. the 125 Vdc power source for AEP's RTU and MAS
- ix. one (1) 60ft Class 2 wood pole and space for AEP's MAS coax and antenna
- x. ERCOT metering equipment including but not limited to: primary billing meters, 138 kV potential transformers (PT's), and 138 kV current transformers (CT's) required for metering the incoming Substation load.
- xi. the four (4) 138 kV transmission side switches (P202, P203, P212 and P213) (with dual locking)
- xii. the two (2) 138 kV transmission disconnect switches (P204 and P214)

**9. Facility Operation Responsibilities of the Party:**

- i. Each Party will operate all the facilities it owns
- ii. AEP will operate the breakers (P200 and P210) that protects the Titan 138 kV transmission line and the Military Hwy 138 kV transmission line

**10. Facility Maintenance Responsibilities of the Party:**

Each Party is responsible for maintenance of the facilities it owns

**11. Estimated Peak Load:**       None

**12. Other Terms and Conditions:**

**12.1. AEP's Inter-control Center Communications Protocol ("ICCP"):**

- i. AEP will submit the Substation ICCP data to ERCOT while it performs control center activities on the facilities it owns and operates.
- ii. BPUB will have access to the AEP ICCP data via a direct ICCP communication circuit between the Parties' control centers.
- iii. The Parties will coordinate the analog and digital point list and communications protocol issues.

**12.2. BPUB's ICCP:**

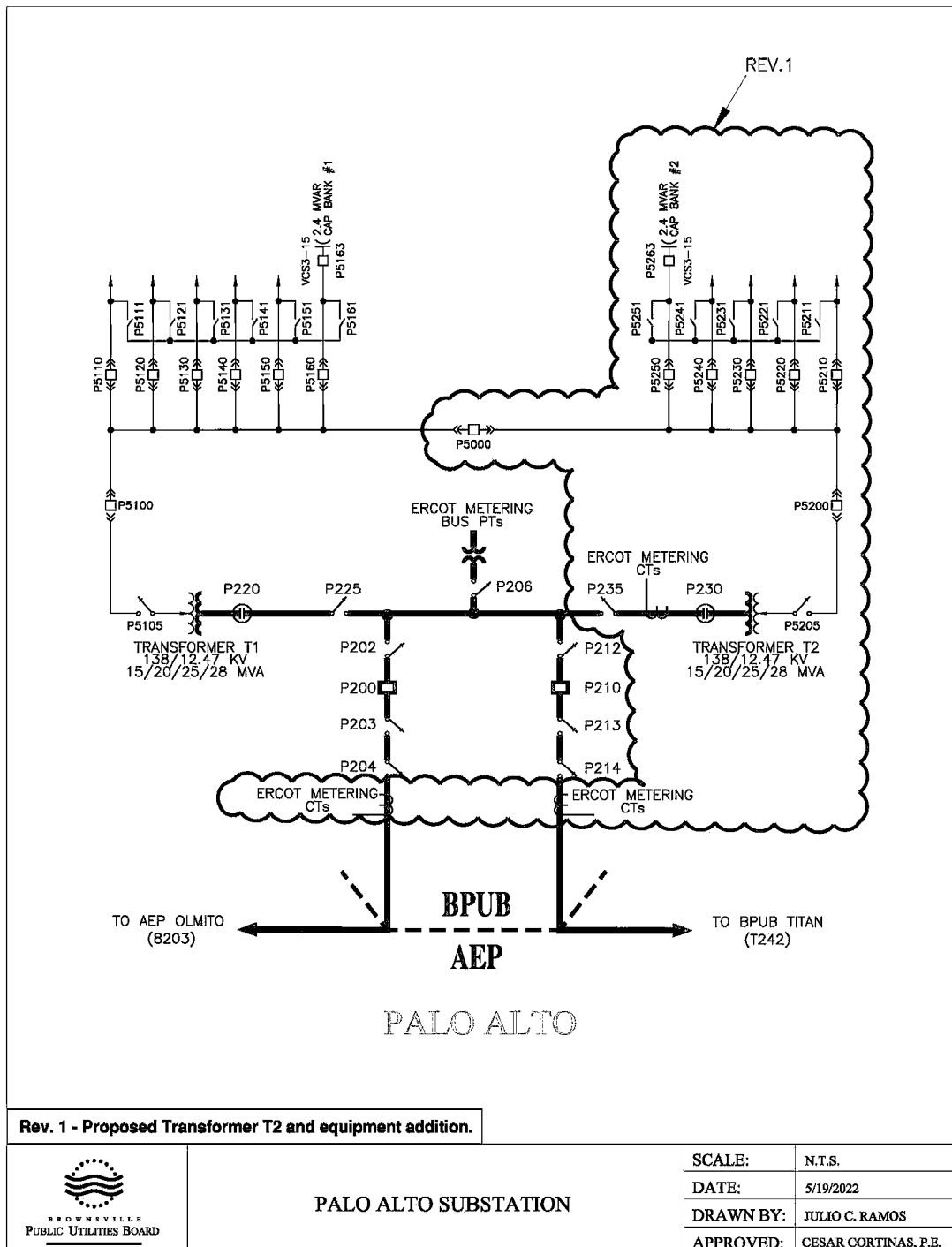
- i. BPUB will submit the Substation ICCP data to ERCOT while it performs control center activities on the facilities it owns and operates.
- ii. AEP will have access to the BPUB ICCP data via a direct ICCP communication circuit between the Parties' control centers.
- iii. The Parties will coordinate the analog and digital point list and communications protocol issues.
- iv. BPUB is the meter reading entity (MRE) for the Substation, which reads the meter and send the data to ERCOT

**12.3.**

- i. The two (2) 138 kV transmission line dead-end structures within the Substation and the 138 kV transmission lines from AEP's two (2) dead-end turning structures to the Substation will be installed, operated and maintained in accordance with AEP standards
- ii. The cable for AEP's RTU will be installed, operated and maintained in accordance with AEP specifications. Leads at the RTU will be connected to the RTU by AEP.
- iii. The MAS remote radio, coax, wood pole and antenna for AEP communication will be installed, operated and maintained in accordance with AEP specifications.
- iv. BPUB agrees to allow AEP to connect AEP's OPGW identified in Item 8.1(v) to BPUB's 260 feet of 138 kV transmission line identified in Item 8.2(iii).

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**FACILITY SCHEDULE NO. 5 (continued)**  
**One-Line Diagram**





**FACILITY SCHEDULE NO. 6**

1. **Name:** **Ocelot**
2. **Facility Location:** The Ocelot Substation (“Substation”) is an amalgamation of AEP’s yard (“AEP Yard”) and BPUB’s yard (“BPUB Yard”) located at 500 West Morrison Road in Brownsville, Cameron County, Texas. There are two (2) Ocelot Points of Interconnection (“POI”) within the BPUB Yard. More specifically, where: 1) AEP’s jumper conductors from AEP’s 138 kV rigid bus tubing equipment physically connect on the high-side of BPUB’s disconnect switch; and 2) AEP’s jumper conductors from AEP’s 138 kV rigid bus tubing equipment physically connect on the high-side of BPUB’s disconnect switch.
3. **Delivery Voltage:** 138 kV
4. **Metered Voltage:** 138 kV
5. **Loss Adjustment Due to Meter Location:** None
6. **Normal Operation of Interconnection:** Closed
7. **One-Line Diagram Attached:** Yes
8. **Facilities Ownership Responsibilities of the Parties:**
  - 8.1. **AEP agrees that it will install and own the following facilities:**
    - i. the (existing) Military Highway to BPUB’s Palo Alto 138 kV transmission line
    - ii. the AEP Yard and all the facilities within it
    - iii. cut-in and construct (four (4) dead-end and two (2) tangent structures) approximately 1000 feet of 138 kV transmission line from the Military Hwy to Palo Alto 138 kV transmission line.
    - iv. a three-switch in and out 138 kV transmission through-path within the AEP Yard
    - v. two (2) sets of 138 kV rigid bus tubing from the AEP Yard into the BPUB Yard up to the Points of Interconnection
    - vi. two (2) independent power-line carrier set
    - vii. remote terminal unit (RTU)
    - viii. four (4) disconnect switches
    - ix. two (2) 138 kV circuit breakers
    - x. supervisory controls and data acquisition (SCADA)
    - xi. one (1) bus-tie switch
    - xii. relaying that will be used in the 138 kV transmission line protection scheme
    - xiii. (2) 138 kV meter and metering facilities
    - xiv. optical ground wire (OPGW)
    - xv. remote end relay settings work at AEP’s Military Hwy station
    - xvi. civil and site work for the in and out through-path in the AEP Yard

**8.2. BPUB agrees that it will install and own the following facilities:**

- i. the Substation property
- ii. the BPUB Yard and the facilities within in it except for AEP's facilities in item 8.1(v) above, and item 8.2 (viii) below
- iii. two (2) 138 kV circuit switcher and associated disconnect switch
- iv. six (6) 138 kV lightning arresters
- v. one (1) RTU and associated interface equipment
- vi. data circuits, including associated interface equipment
- vii. conduit, foundations, structures, junction boxes and instrument panels.
- viii. control building space to accommodate AEP's panels for the EPS metering and associated networking equipment to be installed inside the BPUB Yard

**9. Facility Operation Responsibilities of the Party:**

Each Party will operate all the facilities it owns

**10. Facility Maintenance Responsibilities of the Party:**

Each Party is responsible for the maintenance of the facilities it owns

**11. Estimated Peak Load: 56,000 kW**

**12. Other Terms and Conditions:**

**12.1.** BPUB recognizes that AEP is installing the Facilities described in Section 8.1 hereinabove to facilitate BPUB's request for a new Point of Interconnection to be provided by this Agreement. If BPUB cancels its request for this Point of Interconnection prior to energizing this Point of Interconnection or if BPUB terminates this Point of Interconnection in accordance with Section 4.4 because the Facilities are not required, BPUB agrees to pay the actual installed costs incurred and committed to be incurred by AEP, and the actual costs of removal of the AEP material and equipment, that AEP determines cannot be recovered through transmission cost of service rates ("Installation and Removal Costs"). The total installed cost of the AEP Facilities described hereinabove is estimated to be Five Million Five Hundred Thousand Dollars (\$5,500,000) which BPUB agrees is reasonable for such Installation and Removal Costs.

**12.2.** Real Property. Unless AEP will utilize existing AEP real estate interests or unless AEP notifies BPUB in writing that it will be acquiring the real estate interests, the following terms and conditions shall be applicable if AEP is constructing a new transmission station to interconnect BPUB's facilities, or if AEP is constructing a new AEP transmission line to connect BPUB's facilities with AEP's transmission facilities:

- i) BPUB shall purchase the real estate interests in the acreage designated for the Substation development, and at no cost to AEP, enter into a perpetual exclusive easement with AEP for the applicable acreage regarding the facilities described in

8.1 and 8.2(viii) above. BPUB shall retain real estate interests in the acreage regarding its facilities described in 8.2 above. AEP may, but has no obligation to, accept easement rights; however, if easement rights are not acceptable to AEP, BPUB may terminate this Facility Schedule No. 6 subject to Section 12.1 hereinabove. Once BPUB obtains title to the property interest, it will execute AEP's standard option contract, providing AEP at least two (2) months to conduct its due diligence. The due diligence period will proceed reasonably expeditiously, beginning after: 1) the standard option contract is fully executed; and 2) AEP has received project approval from its Board of Directors. To expedite the title search, BPUB will provide AEP with the original owner's and BPUB's vesting deeds, the title policy insuring BPUB's purchase or rights in the real property (or any proforma policy), and any exception documents enumerated on that policy. BPUB will provide AEP with the most current American Land Title Association ("ALTA") survey of the property and with copies of any environmental analyses undertaken by or on behalf of BPUB. AEP may conduct its own environmental analysis, and purchase an updated ALTA survey with all current title exceptions and easements documented. AEP may purchase, at its option, an updated title search and policy, for fair market value, with all standard exceptions and arbitration provisions removed. BPUB shall be responsible for the cost for any update to the ALTA survey. BPUB will provide rights in the property designated for the AEP Yard and the Substation site to AEP, using AEP's reasonably approved easement and applicable conveyance documentation. AEP will bear the cost of drafting the standard option contract and conveyance documents, if applicable. The Parties agree that no changes will be made to the standard option contract or approved conveyance documents (including an exclusive easement, if acceptable), unless such changes are approved in writing by both Parties.

- ii) If the AEP Yard or the Substation site do not abut a public roadway, BPUB will acquire and assign to AEP, or acquire in AEP's name, easements for legal access from a public roadway to the AEP Yard and/or the Substation. Such ingress/egress access will be in a perpetual easement for ingress/egress, or series of such easements at AEP's discretion, which must include specific rights to build and maintain a roadway or to access any roadway built and maintained by BPUB. The width necessary for access may vary, depending upon the terrain, but must be twenty-five (25) feet wide, at a minimum, to accommodate vehicle access. If the site access is purchased in fee, the appropriate provision for that additional land will be included in AEP's standard option contract. If a perpetual easement is acceptable to AEP, BPUB will utilize AEP's standard access easement. AEP will bear the cost of drafting the standard access easement(s). The Parties agree that no changes will be made to the standard access easement, unless such changes are approved in writing by both Parties.
- iii) BPUB will grant easements and rights-of-way upon and across any lands owned by BPUB for the lines which will connect BPUB's facilities with AEP's transmission facilities, or will purchase such easements and rights-of-way across lands owned

by third parties. If applicable, BPUB will be responsible for obtaining all appropriate easements and rights-of-way for connection of AEP's Substation facilities with the power transmission lines in the area. BPUB shall pay the cost of acquiring all easements which are deemed necessary by AEP, including the cost of all title examinations and surveys as AEP may deem reasonably necessary. BPUB will utilize AEP's standard easement and right of way agreement for these transfers. AEP will bear the cost of drafting the standard easement and right of way agreement(s). The Parties agree that no changes will be made to the standard easement and right of way agreement, unless such changes are approved in writing by both Parties.

**12.3.** AEP's Inter-control Center Communications Protocol ("ICCP"):

- i. AEP will submit the Substation ICCP data to ERCOT while it performs control center activities on the facilities it owns and operates.
- ii. BPUB will have access to the AEP ICCP data via a direct ICCP communication circuit between the Parties' control centers.
- iii. The Parties will coordinate the analog and digital point list and communications protocol issues.

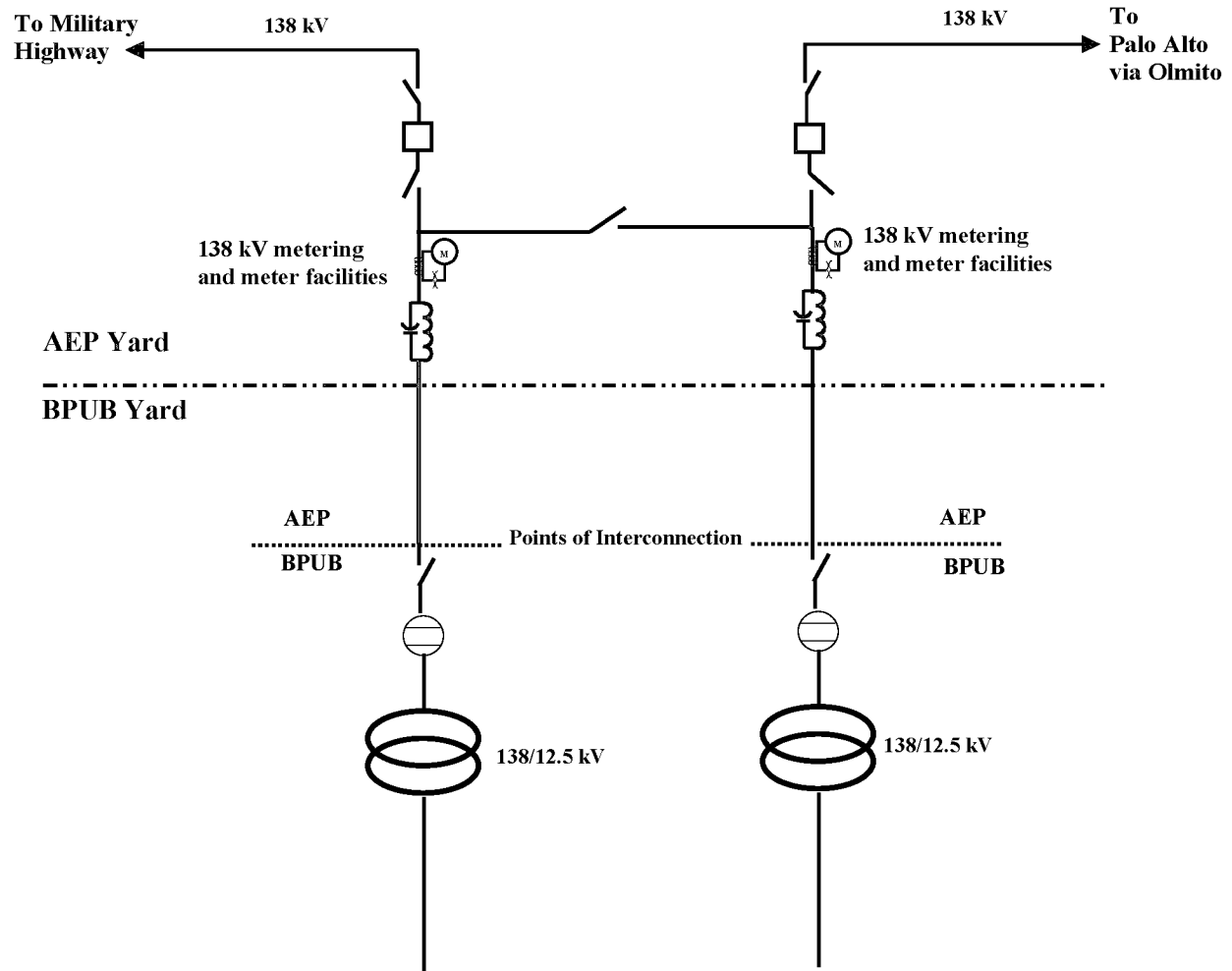
**12.4.** BPUB's ICCP:

- i. BPUB will submit the Substation ICCP data to ERCOT while it performs control center activities on the facilities it owns and operates.
- ii. AEP will have access to the BPUB ICCP data via a direct ICCP communication circuit between the Parties' control centers.
- iii. The Parties will coordinate the analog and digital point list and communications protocol issues.

**12.5.** AEP will use reasonable efforts to complete the Facilities described hereinabove required to provide the Ocelot Point of Interconnection within twenty (20) months from the Execution Date of this Agreement and all applicable conditions under Sections 12.2 of this Facility Schedule hereof have been satisfied.

**[The remainder of this page intentionally left blank.]**

**FACILITY SCHEDULE NO. 6 (continued)**  
**One-Line Diagram**



**Ocelot Substation**

Distances as shown are conceptual and not to scale;  
Substations not shown completely.

—— AEP Owned Facilities  
—— BPUB Owned Facilities