



Control Number: 35077



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PUBLIC UTILITY COMMISSION OF TEXAS  
Substantive Rule 25.195(e)

Project No. 35077

**Restated and Amended  
Interconnection Agreement**

Dated as of March 16, 2007

Between

AEP Texas North Company

and

LCRA Transmission Services Corporation

April 28, 2010

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April 28, 2010

Kimberly D. Bose  
Secretary  
Federal Energy Regulatory Commission  
888 First Street, NE  
Washington, DC 20426

Dear Secretary Bose:

Pursuant to Section 35.13 of the Commission's regulations, 18 CFR § 35.13, American Electric Power Service Corporation ("AEPSC"), as agent for AEP Texas Central Company ("AEPTCC") and AEP Texas North Company ("AEPTNC"), submits for filing 1) original sheets of an amended and restated transmission interconnection agreement (the "AEPTCC-ETT IA") between Electric Transmission Texas, LLC ("ETT") and AEPTCC, 2) original sheets of an amended and restated transmission interconnection agreement (the "AEPTNC-ETT IA") between ETT and AEPTNC, 3) revised sheets of a previously restated and amended transmission interconnection agreement (the "AEPTCC-STEC IA") between South Texas Electric Cooperative, Inc. ("STEC") and AEPTCC, 4) original sheets of the amended transmission interconnection agreement (the "AEPTCC-LCRA IA") between LCRA Transmission Service Corporation ("LCRA") and AEPTCC and 5) revised sheets of the transmission interconnection agreement (the "AEPTNC-LCRA IA") between LCRA and AEPTNC. Because there were so many amendments made to the AEPTCC-ETT IA, AEPTNC-ETT IA and AEPTCC-LCRA IA, these agreements are being filed in their entirety herewith. Because there were limited amendments made to the AEPTCC-STEC IA and AEPTNC-LCRA agreements, only those sheets affected by recent amendments to these agreements are being filed herewith.

Background and Purpose for the Filing

The AEPTCC-ETT IA was originally accepted by the Commission in Docket No. ER08-466-000 as Service Agreement No. 660 under the Open Access Transmission Service Tariff of the American Electric Power System (the "OATT"). It was later amended twice and accepted by the Commission. The AEPTNC-ETT IA was originally accepted by the Commission in Docket No. ER10-408-00 as Service Agreement No. 676 under the OATT.

On March 29, 2010 AEPTCC and AEPTNC sold certain of their existing transmission assets to ETT. As a result of these sales, several new points of interconnection were established and a few

previously established points of interconnection were modified or terminated between AEPTCC and ETT and between AEPTNC and ETT. New points of interconnection have been established at twenty-five (25) locations, previously established points of interconnection have been modified at two (2) locations and a previously established point of interconnection has been terminated at one (1) location on the AEPTCC and ETT systems. New points of interconnection have been established at thirty-one (31) locations and a previously established point of interconnection has been modified at one (1) location on the AEPTNC and ETT systems. All of these locations are identified in the Facility Schedules included in the AEPTCC-ETT IA and AEPTNC-ETT IA. Because of the extent of these changes, these agreements have been amended and restated in their entirety by the parties and are included in this filing.

As a result of establishing the new points of interconnection between AEPTCC and ETT and between AEPTNC and ETT, several previously established points of interconnection between AEPTCC and LCRA and between AEPTCC and STEC have been terminated. The points of interconnection at Nueces Bay, Hamilton Road, Port Aransas and Laguna have been terminated on the AEPTCC and LCRA systems and the point of interconnection at Devine has been terminated on the AEPTCC and STEC systems. These terminations are now reflected in the Facility Schedules of the AEPTCC-LCRA IA and the AEPTCC-STEC IA. Previous to these changes, the AEPTCC-LCRA IA was last amended on November 1, 2008 and accepted by the Commission. The AEPTCC-STEC IA was last restated and amended in its entirety on February 19, 2010, filed with the Commission on March 12, 2010 and assigned to Docket No. ER10-872-000. As of this date, Docket No. ER10-872-000 is still open.

Unrelated to the March 29, 2010 closing on the sale of certain AEPTCC and AEPTNC transmission assets to ETT, several previously established points of interconnection between AEPTCC and ETT, between AEPTNC and ETT, between AEPTCC and LCRA, between AEPTNC and LCRA and between AEPTCC and STEC have been modified. The AEPTCC-LCRA IA now includes amendments to Facility Schedules to 1) reflect changes in the operation and control of the transmission facilities at twenty-six (26) substations in the Dewitt, Gonzales, Guadalupe, Karnes and Colorado counties of Texas and 2) reflect changes in the transmission facilities identified at five (5) other locations. The AEPTNC-LCRA IA now includes amendments that 1) reflect changes in the invoicing, payment and records provisions, 2) reflect the termination of the points of interconnection at six (6) locations, and 3) establishes one (1) new point of interconnection (Oxy Tap) near McCamey, Texas.

The purpose of this filing is to 1) revise the appropriate sheets of Service Agreement No. 660 to reflect the most recent amendments to the AEPTCC-ETT IA, 2) revise the appropriate sheets of Service Agreement No. 676 to reflect the most recent amendments to the AEPTNC-ETT IA, 3) revise the appropriate sheets of Service Agreement No. 341 to reflect the most recent amendments to the AEPTCC-STEC IA, 4) revise the appropriate sheets of Service Agreement No. 623 to reflect the most recent amendments to the AEPTCC-LCRA IA and 5) revise the

appropriate sheets of Service Agreement No. 339 to reflect the most recent amendments to the AEPTNC-LCRA IA.

Requested Effective Date

AEPSC requests an effective date of March 29, 2010 for 1) the original sheets of the first revised Service Agreement No. 660 (the AEPTCC-ETT IA), 2) the original sheets of the first revised Service Agreement No. 676 (the AEPTNC-ETT IA), 3) the revised sheets of Service Agreement No. 341 (the AEPTCC-STEC IA), 4) the original sheets of Service Agreement No. 623 (the AEPTCC-LCRA IA and 5) the revised sheets of Service Agreement No. 339 (the AEPTNC-LCRA IA) filed herewith.

Other Filing Requirements

AEPSC believes that the materials and information provided herewith are adequate to allow the Commission to accept these revised sheets for filing. These revised service agreement sheets do not provide for rates or charges so AEPSC is submitting no cost support. There are no specifically assigned facilities. To the extent that AEPSC has not complied with the technical requirements of the Commission's regulations applicable to this filing, AEPSC respectfully requests waiver of such regulations. AEPSC has served a copy of this filing on ETT, LCRA, STEC and the Public Utility Commission of Texas. A copy of this filing is available for public inspection in AEPSC's offices in Tulsa, Oklahoma and Austin, Texas. Correspondence and communication concerning this filing should be addressed as follows:

Kevin F. Duffy  
Assistant General Counsel – Regulatory Services  
American Electric Power Service Corporation  
1 Riverside Plaza  
Columbus, Ohio 43215  
kfduffy@aep.com

Robert L. Pennybaker  
Manager, Transmission and Interconnection Services  
American Electric Power Service Corporation  
P.O. Box 201  
Tulsa, Oklahoma 74102  
rlpennybaker@aep.com

This filing consists of an original and five (5) copies each of the following:

1. this transmittal letter;
2. Enclosure 1 which includes original sheets of the First Revised Service Agreement No. 660 (the AEPTCC-ETT IA) under the OATT,

3. Enclosure 2 which includes original sheets of the First Revised Service Agreement No. 676 (the AEPTNC-ETT IA) under the OATT;
4. Enclosure 3 which includes revised sheets of First Revised Service Agreement No. 341 (the AEPTCC-STECA IA) under the OATT;
5. Enclosure 4 which includes original sheets of First Revised Service Agreement No. 623 (the AEPTCC-LCRA IA) under the OATT; and
6. Enclosure 5 which includes revised sheets of First Revised Service Agreement No. 339 (the AEPTNC-LCRA IA) under the OATT.

Questions regarding this filing should be directed to me by phone at (918) 599-2719 or by e-mail at cashields@aep.com. If I am not available for your questions, you may phone Robert Pennybaker at (918) 599-2723 or e-mail him at rlpennybaker@aep.com.

Respectfully submitted,



Chris A. Shields  
Principal Regulatory Consultant for AEPSC

Enclosures

cc: Calvin Crowder – ETT  
Michael Packard – STECA  
Ray Pfefferkorn - LCRA  
Kevin Duffy – AEPSC  
Lauri White – AEPSC  
Steven Beaty – AEPSC  
Robert Pennybaker – AEPSC

PUBLIC UTILITY COMMISSION OF TEXAS  
Substantive Rule 25.195(e)

Project No. 35077

**Amended and Restated  
Interconnection Agreement**

Dated as of March 29, 2010

Between

Electric Transmission Texas, LLC

and

AEP Texas Central Company

April 28, 2010

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**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.

#### **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.

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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.

#### **ARTICLE XV. INVOICING, PAYMENT AND RECORDS**

15.1 In the event amounts are payable by one Party to another Party pursuant to the terms hereof, the Party to which payment is owed shall prepare and deliver, within sixty (60) days after the payment obligation arises, an invoice to the other Party for amounts due. All invoices shall include reasonable and appropriate documentation, explanation and detail supporting the amount invoiced.

15.2 All amounts payable by a Party hereunder shall be remitted to the payee on or before thirty (30) days (or such longer period of time as specified in a Facility Schedule) after receipt of the invoice and all reasonable and appropriate supporting documentation. If any payment is due on a non-business day, such payment shall be due on the immediately succeeding business day. When payments are made by mail, invoices are considered as having been paid on the date of receipt by the payee. Within thirty (30) days of execution of this Agreement, the Parties will exchange instructions regarding the transfer of funds to be used to pay invoices hereunder, including instructions regarding how to make payments by wire transfer. Each Party may change the designated bank to which such payments are to be sent by giving written notice to the other Party at least ten (10) business days in advance of the due date. If any payment is not remitted and received in full on the date due, the overdue amount shall bear interest, calculated in accordance with PUCT Substantive Rule §25.202(a)(2), or its successor, from the due date until such overdue amount and

interest is paid in full. Any payment received by a Party after the due date shall include such interest.

15.3 In the event that a Party disputes all or any portion of an invoice submitted by the other Party, such Party may withhold payment of any amount disputed in good faith, provided such Party gives written notice to the other Party, on or before the due date for the invoice, setting forth the amount of the dispute and the basis therefore. The Parties shall work in good faith and cooperatively to resolve any invoice dispute. In the event that any amount withheld by a Party is ultimately determined to be payable by such Party, the amount payable shall include interest, calculated in accordance with PUCT Substantive Rule §25.202(a)(2), or its successor, from the date such amount would have been due but for such dispute and the date such amount is paid.

15.4 Notwithstanding any other provision of this Agreement, notice of any invoice dispute or error shall be given to the other Party not later than forty-eight (48) months after the date of such invoice. If notice of such dispute or error is not given within such required time period, the Party failing to give such notice shall have thereby waived all rights to dispute such invoice and shall have thereby released and forever discharged the other Party from all claims, actions, costs, expenses, obligations and liabilities arising out of such invoice dispute or error relating thereto.

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: \_\_\_\_\_ s/ \_\_\_\_\_

Michael Heyeck  
Vice President

Date: \_\_\_\_\_ 3/16/07 \_\_\_\_\_

**LCRA TRANSMISSION SERVICES CORPORATION**

By: \_\_\_\_\_ s/ \_\_\_\_\_

Ross Phillips  
Vice President and Chief Operating Officer

Date: \_\_\_\_\_ 3/06/07 \_\_\_\_\_

## EXHIBIT A

<b>FACILITY SCHEDULE NO.</b>	<b>LOCATION OF POINT(S) OF INTERCONNECTION (# of Points)</b>	<b>INTERCONNECTION VOLTAGE (KV)</b>	<b>LAST DATE(S) OF AMENDMENT IN THIS OR PREVIOUS INTERCONNECTION AGREEMENT*</b>
1A	Fort Mason (3)	138/69	October 18, 1948 February 13, 1975 March 16, 2007 , 2010
1B	Fort Mason-Pittsburg 69 kV Tie Line (0)	na	October 18, 1948 March 16, 2007 , 2010
1C	Fort Mason-Gillespie 138 kV Tie Line (1)	138	February 13, 1975 March 16, 2007
2	CTEC Mason (aka Fredonia Tap) (0)	na	October 18, 1948 March 16, 2007 , 2010
3	Gillespie (1)	69	January 26, 1956 March 16, 2007
4	Second (aka New) Junction (0)	na	July 6, 1981 March 16, 2007 , 2010
5	Streeter (0)	na	July 6, 1981 March 16, 2007 , 2010
6	Dutton (0)	na	June 12, 1992 March 16, 2007 , 2010
7	Schaffner (aka Eden) (0)	na	September 11, 1992 March 16, 2007 , 2010
8	Camp San Saba (1)	69	July 6, 1981 March 16, 2007 , 2010
9	Segovia Tap (1)	69	June 29, 2000 March 16, 2007
10	Hext (1)	69	June 29, 2000 March 16, 2007

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

### EXHIBIT A Continued

<b>FACILITY SCHEDULE NO.</b>	<b>LOCATION OF POINT(S) OF INTERCONNECTION (# of Points)</b>	<b>INTERCONNECTION VOLTAGE (KV)</b>	<b>LAST DATE(S) OF AMENDMENT IN THIS OR PREVIOUS INTERCONNECTION AGREEMENT*</b>
11	LCRA North McCamey (2)	138	March 16, 2007
12	McCamey (4)	138	March 16, 2007 , 2010
13	LCRA West Yates Switchyard (1)	138	March 16, 2007
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
26	Oxy Tap (1)	138	, 2010

\* 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. Three (3) Points of Interconnection are located where the station jumpers connect to (a) the 69 kV transmission line to the Mason Switching Station, (b) the 138 kV transmission line to the Menard Substation and (c) the 138 kV transmission line to the 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:

- 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
- 69 kV transmission line from Fort Mason to LCRA's Pittsburg Substation
- 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.

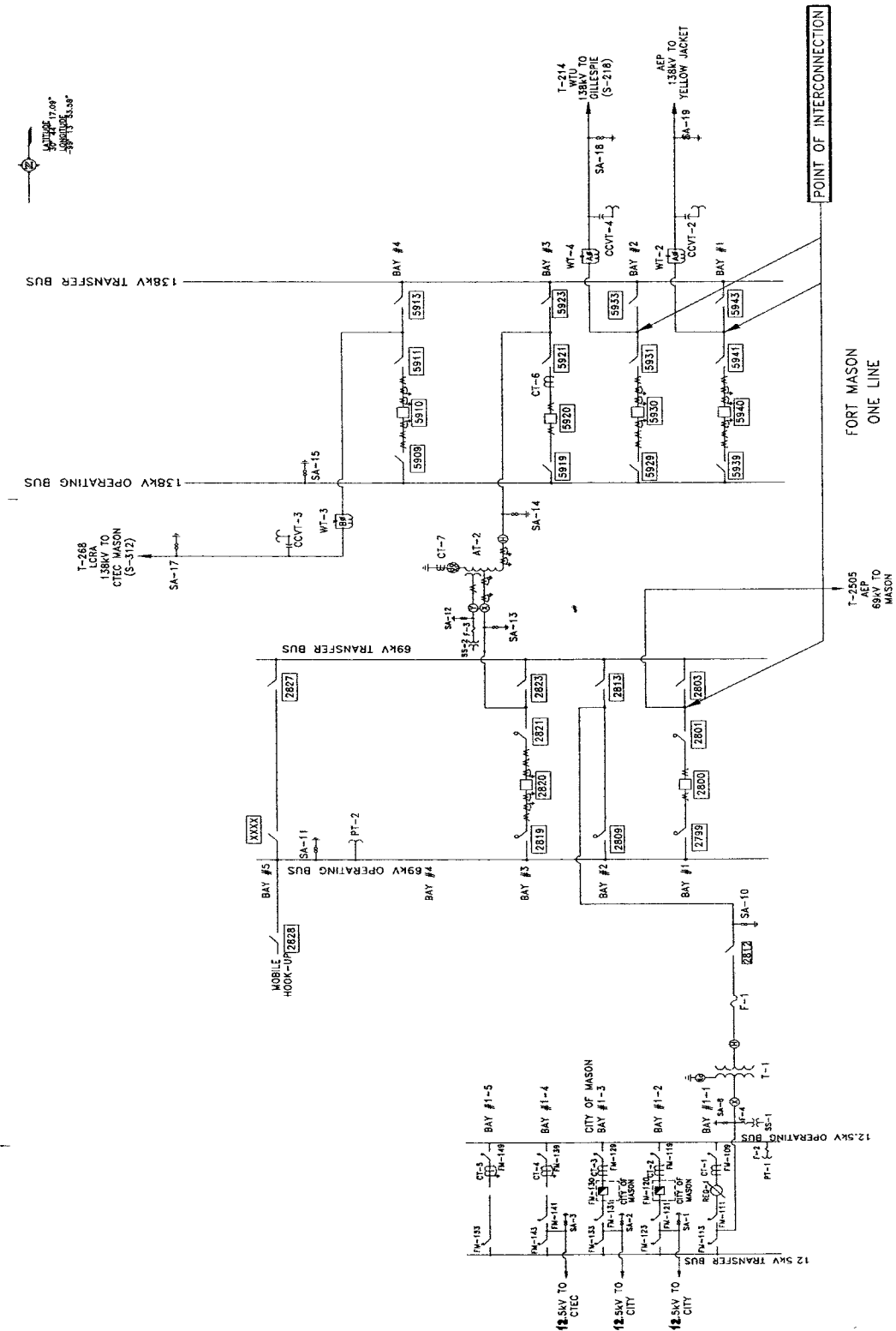


The Fort Mason – Gillespie 138 kV transmission line is under the control of LCRA.

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



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Regulatory Services  
Issued on: April 28, 2010

Effective Date: March 29, 2010

Operating Companies of the  
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First Revised Service Agreement No.

First Revised Sheet No. 18  
Supersedes Original Sheet No. 18

**FACILITY SCHEDULE NO. 1B**

**Fort Mason-Pittsburg 69-kV Tie Line**

**TERMINATED**

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Regulatory Services  
Issued on: April 28, 2010

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First Revised Service Agreement No.

First Revised Sheet No. 20  
Supersedes Original Sheet No. 20

Reserved

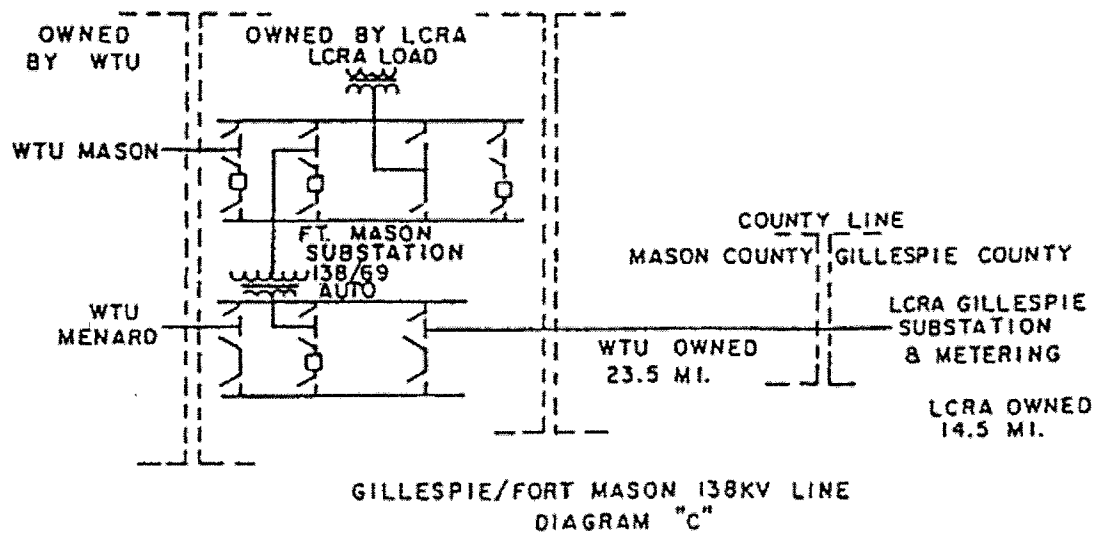
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### FACILITY SCHEDULE NO. 1C

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**

**CTEC Mason (aka Fredonia Tap)**

**TERMINATED**

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First Revised Service Agreement No.

First Revised Sheet No. 25  
Supersedes Original Sheet No. 25

Reserved

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First Revised Service Agreement No.

First Revised Sheet No. 26  
Supersedes Original Sheet No. 26

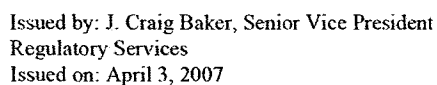
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### FACILITY SCHEDULE NO. 3

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



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First Revised Service Agreement No.

First Revised Sheet No. 29  
Supersedes Original Sheet No. 29

## **FACILITY SCHEDULE NO. 4**

### **Second (aka New) Junction**

**TERMINATED**

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First Revised Sheet No. 30  
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First Revised Sheet No. 32  
Supersedes Original Sheet No. 32

## **FACILITY SCHEDULE NO. 5**

**Streeter**

**TERMINATED**

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First Revised Sheet No. 34  
Supersedes Original Sheet No. 34

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**FACILITY SCHEDULE NO. 6**

**Dutton (aka Brady)**

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First Revised Sheet No. 36  
Supersedes Original Sheet No. 36

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First Revised Service Agreement No.

First Revised Sheet No. 38  
Supersedes Original Sheet No 38

## **FACILITY SCHEDULE NO. 7**

**Schaffner (aka Eden)**

**TERMINATED**

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First Revised Service Agreement No.

First Revised Sheet No. 40  
Supersedes Original Sheet No. 40

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### FACILITY SCHEDULE NO. 8

1. Name: **Camp San Saba**
2. Location: The 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:

- The Camp San Saba Substation including, but not limited to, the following:
  - One (1) box structure
  - One (1) circuit switcher CS-925 with associated disconnect and bypass switches 922 and 927
  - One (1) power transformer T-2 and associated surge arresters, foundation and structure
  - Three (3) single phase voltage regulators REG-1 with associated disconnect and bypass switches
  - One (1) metering current transformer CT-2
  - One (1) bus potential transformer PT-2 with associated fuse
  - One (1) control house w/air conditioner and other appurtances.
  - One (1) station service SS-1
  - One (1) surge arrester SA-3
  - Metering equipment
  - RTU