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PUBLIC UTILITY COMMISSION OF TEXAS
Substantive Rule 25.195(e)

Project No. 35077

Interconnection Agreement

Dated as of January 11, 2005

Between

AEP Texas Central 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-STEC 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 – STEC
Ray Pfefferkorn - LCRA
Kevin Duffy – AEPSC
Lauri White – AEPSC
Steven Beaty – AEPSC
Robert Pennybaker – AEPSC

**INTERCONNECTION AGREEMENT
BETWEEN
AEP TEXAS CENTRAL COMPANY
AND
LCRA TRANSMISSION SERVICES CORPORATION**

DATED: January 11, 2005

**INTERCONNECTION AGREEMENT
BETWEEN
AEP TEXAS CENTRAL COMPANY
AND
LCRA TRANSMISSION SERVICES CORPORATION**

This Agreement is made and entered into this 11th day of January, 2005, by and between AEP Texas Central 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 December 3, 1998 between Central Power and Light Company and the Lower Colorado River Authority ("the 1998 Interconnection Agreement"); and

WHEREAS, Central Power and Light Company is now known as AEP Texas Central 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 1998 Interconnection Agreement was entered into; and

WHEREAS, the Parties recognize that the 1998 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 or shortly will establish 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 1998 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, except for the Operating Agreement by and Between Central Power and Light Company, Bandera Electric Cooperative, Inc., and the Lower Colorado River Authority dated December 3, 1998. 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 1998 Interconnection Agreement, additional points of interconnection established under this Agreement since the 1998 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 8 were provided by the 1998 Interconnection Agreement. Descriptions of locations, facility ownership, operation, and maintenance responsibilities contained in the 1998 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:
Director, Transmission and Interconnection Services
American Electric Power Service Corporation
1 Riverside Plaza
Columbus, OH 43215

and

Vice President, Transmission Asset Management
American Electric Power Service Corporation
700 Morrison Road
Gahanna, OH 43230

- (b) If to LCRA:

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

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

ARTICLE XII - SUCCESSORS AND ASSIGNS

12.1 Subject to the provisions of Section 14.2 below, this Agreement shall be binding upon

and inure to the benefit of the permitted successors and assigns of the respective Parties.

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

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

ARTICLE XIII – GOVERNING LAW AND REGULATION

13.1 This Agreement was executed in the State of Texas and must in all respects be governed by, interpreted, construed, and enforced in accordance with the laws thereof except as to matters exclusively controlled by the Constitution and statutes of the United States of America. This Agreement is subject to all valid applicable federal, state, and local laws, ordinances, rules, and regulations of duly constituted regulatory authorities having jurisdiction.

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

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

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

13.5 In the event any part of this Agreement is declared invalid by a court of competent jurisdiction, the remainder of said Agreement shall remain in full force and effect and shall constitute a binding agreement between the Parties provided, however, that if either Party determines, in its sole discretion, that there is a material change in this Agreement by reason of any provision or application being finally determined to be invalid, illegal, or unenforceable, that Party may terminate this Agreement upon sixty (60) days prior written notice to the other Party. An

election to terminate under this provision shall not affect either Party's duty to perform prior to the effective date of termination.

ARTICLE XIV- MISCELLANEOUS PROVISIONS

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

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

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

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

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

14.6 The descriptive headings of the various sections of this Agreement have been inserted for convenience of reference only and are to be afforded no significance in the interpretation or construction of this Agreement.

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

IN WITNESS WHEREOF, the Parties have caused this Interconnection Agreement Between AEP Texas Central 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 CENTRAL COMPANY

By: _____ s/ _____

Richard P. Verret
Vice President

Date: ____ 12/13/04 _____

LCRA TRANSMISSION SERVICES CORPORATION

By: _____ s/ _____

Ross Phillips
Co-Chief Operating Officer and Vice President

Date: ____ 1/11/05 _____

EXHIBIT A
Amendment No. 3

FACILITY SCHEDULE NO.	LOCATION OF POINT(S) OF INTERCONNECTION (# of Points)	INTERCONNECTION VOLTAGE (KV)	LAST DATE(S) OF AMENDMENT IN THIS OR PREVIOUS INTERCONNECTION AGREEMENT*
1A	Luling 69 (0)	NA	June 1, 1973 November 1, 2008
1B	Luling City 12.5 (4)	12.5	June 1, 1973 November 1, 2008 , 2010
2	Yorktown (1)	12.5	June 1, 1973
3	Nordheim (1)	12.5	June 1, 1973
4	Glidden (0)	NA	October 8, 1979 November 1, 2008
5	LCRA Cuero (1)	138	June 1, 1973 November 1, 2008 , 2010
6	Campwood (1)	69	December 28, 1990 March 16, 2007
7	LCRA Nixon (0)	NA	April 11, 1994 November 1, 2008
8	Leakey (1)	12.5	December 10, 1998
9	Coletto Creek (1)	345	January 11, 2005
10	Citgo North Oak Park (3)	138	January 11, 2005 , 2010
11	Lon C. Hill (2)	138	January 11, 2005 , 2010
12	Highway 9 (1)	138	January 11, 2005 March 16, 2007 , 2010
13	Nueces Bay (0)	NA	January 11, 2005 , 2010
14	Cantwell (2)	138	March 16, 2007 , 2010
15	Weil Tract (2)	138	March 16, 2007 , 2010
16	Rincon (1)	138	March 16, 2007

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

EXHIBIT A Continued
Amendment No. 3

FACILITY SCHEDULE NO.	LOCATION OF POINT(S) OF INTERCONNECTION (# of Points)	INTERCONNECTION VOLTAGE (KV)	LAST DATE(S) OF AMENDMENT IN THIS OR PREVIOUS INTERCONNECTION AGREEMENT*
17	Rockport (3)	138	March 16, 2007
18	Fulton (2)	138	March 16, 2007
19	Roma (1)	138	March 16, 2007
20	Garceno (2)	138	March 16, 2007
21	Rio Grande City (2)	138	March 16, 2007
22	La Grulla (2)	138	March 16, 2007
23	Goodwin (2)	138	March 16, 2007
24	Frontera Switching Station 138 (1)	138	March 16, 2007
25	Asherton (1)	138	March 16, 2007
26	Conoco-Chittam Ranch Tap (2)	138	March 16, 2007
27	Pueblo (2)	138	March 16, 2007
28	Escondido Switching Station(1)	138	March 16, 2007
29	Uvalde (1)	138	March 16, 2007
30	Asphalt Mines (2)	138	March 16, 2007
31	Bracketville (2)	138	March 16, 2007
32	Hamilton Road (0)	138	March 16, 2007 , 2010
33	Pharr (1)	138	November 1, 2008
34	North Alamo (2)	138	November 1, 2008
35	Weslaco Switching Station (2)	138	November 1, 2008
36	North Weslaco (2)	138	November 1, 2008
37	North Mercedes (2)	138	November 1, 2008
38	Harlingen Switching Station (1)	138	November 1, 2008
39	Naval Base (2)	69	November 1, 2008
40	Airline (2)	69	November 1, 2008
41	North Padre Tap (1)	69	November 1, 2008
42	Mustang Island (2)	69	November 1, 2008

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

EXHIBIT A Continued
Amendment No. 3

FACILITY SCHEDULE NO.	LOCATION OF POINT(S) OF INTERCONNECTION (# of Points)	INTERCONNECTION VOLTAGE (KV)	DATE INCLUDED OR EXCLUDED IN THIS OR PREVIOUS INTERCONNECTION AGREEMENT*
43	Port Aransas (0)	NA	November 1, 2008 , 2010
44	Laguna (0)	NA	November 1, 2008 , 2010
45	Kenedy Switching Station (2)	69	November 1, 2008 , 2010
46	Runge (1)	69	November 1, 2008 , 2010
47	Nordheim 69 (1)	69	November 1, 2008 , 2010
48	Yorktown 69 (2)	69	November 1, 2008 , 2010
49	Hochheim (1)	69	November 1, 2008 , 2010
50	Malone (1)	69	November 1, 2008 , 2010
51	Darst Creek(2)	69	November 1, 2008 , 2010
52	AEP Nixon (2)	69	November 1, 2008 , 2010
53	Magnolia (1)	69	November 1, 2008 , 2010
54	Columbus (2)	69	November 1, 2008 , 2010
55	Stafford Hill (1)	69	November 1, 2008 , 2010
56	Riverside Pump (1)	69	November 1, 2008 , 2010
57	Prairie Pump (1)	69	November 1, 2008 , 2010
58	Parker (1)	69	November 1, 2008 , 2010

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

EXHIBIT A Continued
Amendment No. 3

FACILITY SCHEDULE NO.	LOCATION OF POINT(S) OF INTERCONNECTION (# of Points)	INTERCONNECTION VOLTAGE (KV)	DATE INCLUDED OR EXCLUDED IN THIS OR PREVIOUS INTERCONNECTION AGREEMENT*
59	Eagle Lake (2)	69	November 1, 2008 , 2010
60	Lakeside Pump (1)	69	November 1, 2008 , 2010
61	Matthews (1)	69	November 1, 2008 , 2010
62	Garwood Lone Star (1)	69	November 1, 2008 , 2010
63	Garwood City (1)	69	November 1, 2008 , 2010
64	El Campo (2)	69	November 1, 2008 , 2010
65	B&B Gravel (1)	69	November 1, 2008 , 2010
66	Garwood Pump (1)	69	November 1, 2008 , 2010
67	Ideal Cement (1)	69	November 1, 2008 , 2010
68	Garwood Relief Pump (1)	69	November 1, 2008 , 2010

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

Operating Companies of the
339
American Electric Power System
FERC Electric Tariff, Third Revised Volume No. 6

First Revised Service Agreement No.
Original Sheet No. 5

FACILITY SCHEDULE NO. 1A
Amendment No. 1

Luling 69

TERMINATED

Issued by: Richard E. Munczinski, Senior Vice President
Regulatory Services
Issued on: April 28, 2010

Effective: March 29, 2010

FACILITY SCHEDULE NO. 1B

1. Name: **Luling City**
2. Location: The Luling City Substation is located in Luling, Texas in Caldwell County. (From the junction of Highway 183 and FM 2984 travel north on 2984 0.5 miles.) There are four Points of Interconnection at the Luling City station. Points of Interconnection for each of the 12 kV breakers are located at the connectors on the jumpers that connect to the 12 kV bus side disconnects and where the jumpers connect to the 12 kV transfer bus disconnects.
3. Transformation Services Provided by LCRA: Yes
4. Delivery Voltage: 12.5 kV
5. Normal Operation of Interconnection: Closed
6. One-Line Diagram Attached: Yes
7. Facility Ownership Responsibilities of the Parties:

AEP owns the following facilities:

- the following facilities inside the Luling City Substation:
 - two 12kV breakers LC10 & LC-20, and the associated jumpers, line side disconnect switches, associated relaying, and distribution feeder exits
 - RTU for SCADA control and communication of 12 kV LC10 & LC20
 - RTU communication circuit from the station to the AEP control center
- any under-built distribution voltage circuits attached to the 69 kV transmission lines listed below that terminate into the station

LCRA owns the following facilities:

- the Luling City Substation, including all the facilities within it, except for the facilities owned by AEP
- the following transmission line(s) comprised of structures, easements, conductors, insulators, and connecting hardware including:
 - Luling City to Malone 69 kV transmission line
 - Luling City to Hochheim 69 kV transmission line

8. Facility Operation and Maintenance Responsibilities of the Parties:

- LCRA controls and operates all LCRA owned facilities, including the following facilities:
 - 69 kV breaker 20420, associated switches 20421, 20419, 20423, and 69

- 69 kV transmission line to Malone
 - 69 kV breaker 20430, associated switches 20431, 20429, 20433, and 69 kV transmission line to Hochheim
- AEP controls and operates the 12.5 kV facilities for circuits LC-10 & LC-20.
- Each Party maintains the facilities it owns that are provided for in this Facility Schedule. Maintenance of the facilities, including circuit breaker relays, that are owned by one Party that protect the facilities owned by the other Party, will be subject to review and approval by the other Party.

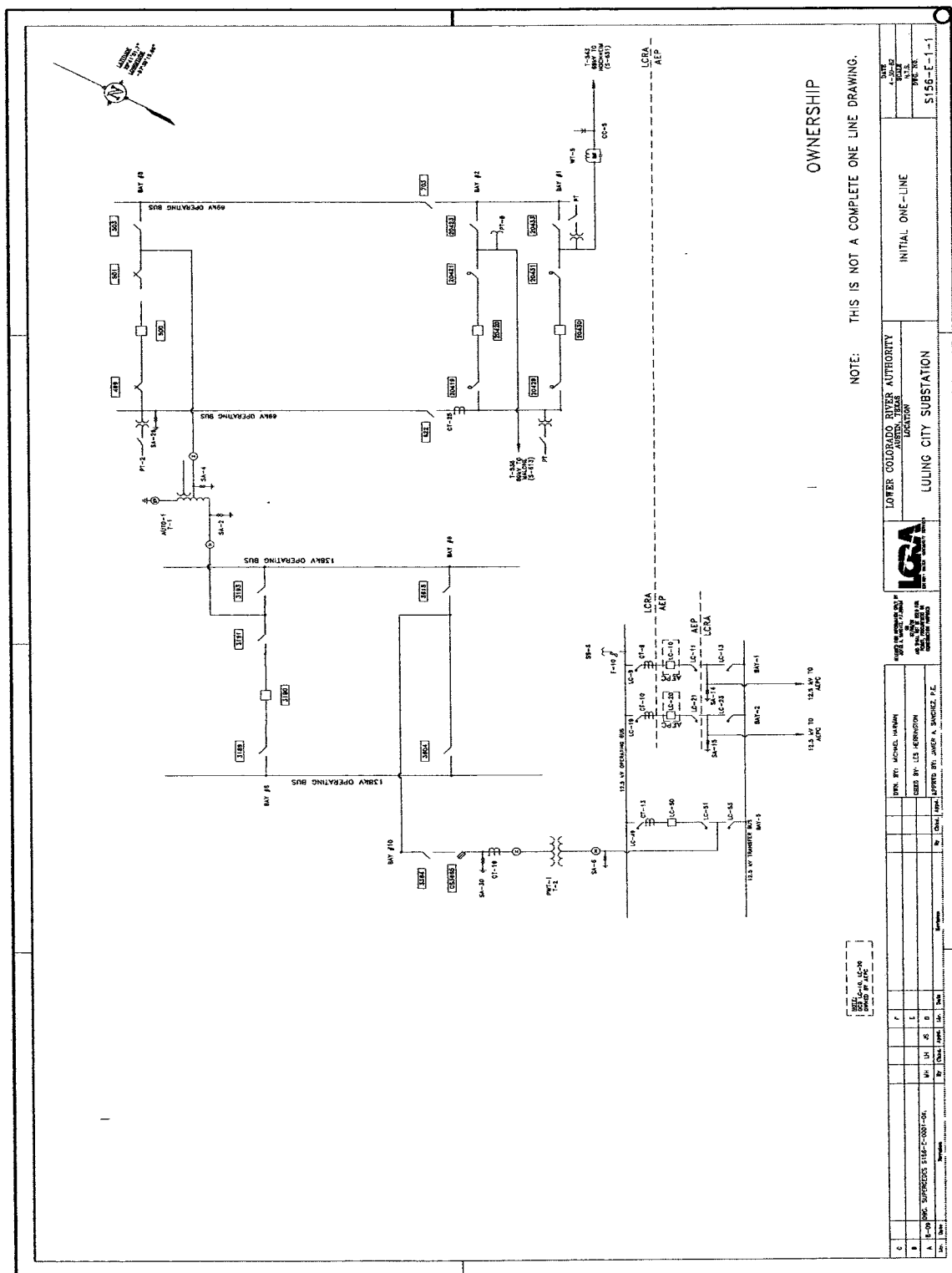
9. Cost Responsibilities of the Parties:

- Each Party will be fully responsible for the costs and liabilities related to the facilities it owns.
- Each Party will be responsible for all costs it incurs in connection with the establishment and maintenance of the Point of Interconnection in accordance with this Facility Schedule.

10. Other Terms and Conditions:

- LCRA will provide AEP with MV-90 master file information and dial-up access to net meter in 69 kV bus for net metering the 69 kV transmission lines to Hochheim and Malone.

First Revised Service Agreement No.
Original Sheet No. 8



Issued by: Richard E. Munczinski, Senior Vice President
Regulatory Services
Issued on: April 28, 2010

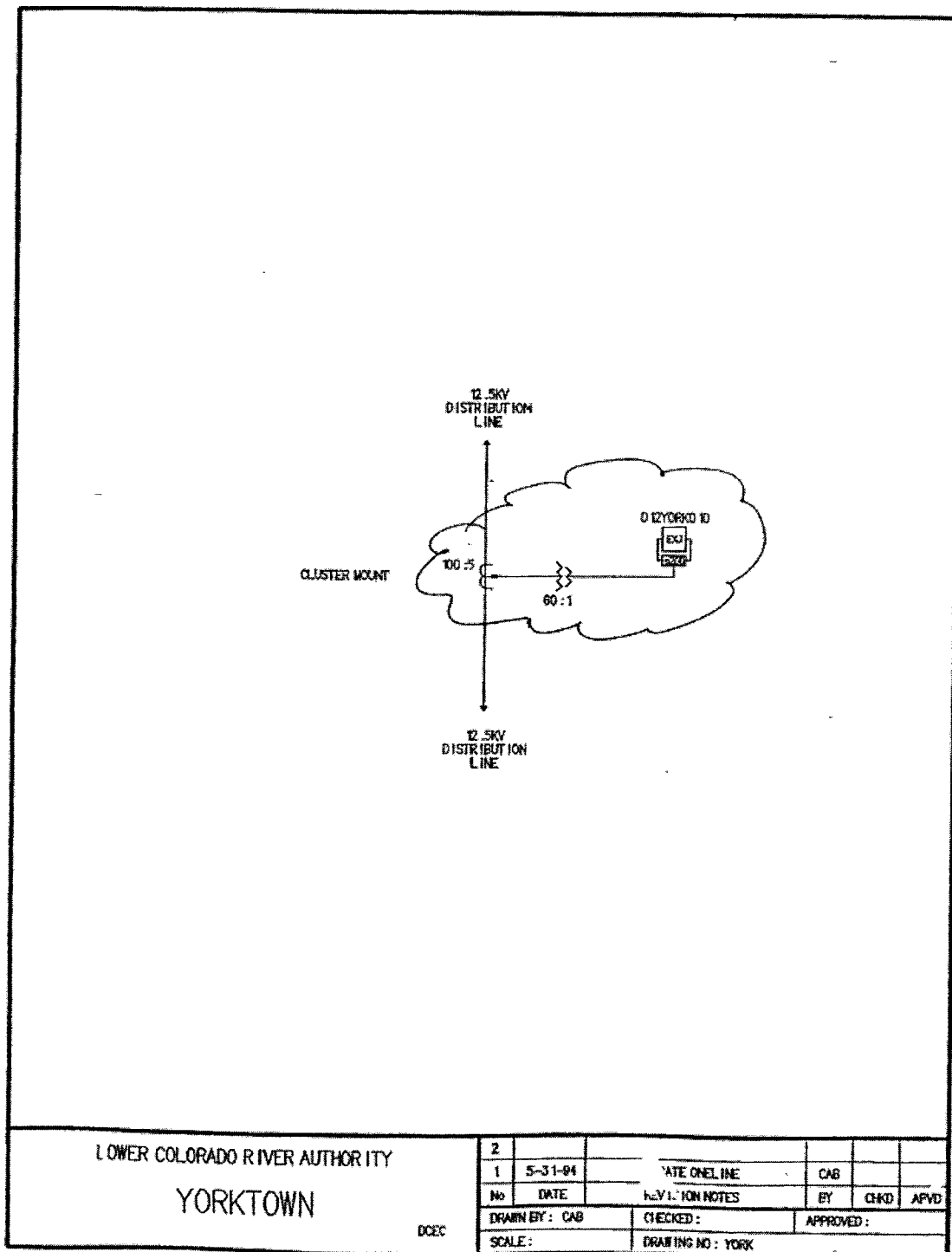
Effective: March 29, 2010

FACILITY SCHEDULE NO.2

Yorktown

This is a normally closed 12.5 kV point of delivery (uni-directional Point of Interconnection) located near AEP's Yorktown substation in Dewitt County, Texas required to serve Dewitt County Electric Cooperative, Inc.'s existing electric distribution system in the general vicinity of Yorktown, Texas. LCRA owns the point of delivery metering equipment consisting of 12.5 kV CT's, PT's, meter assembly and associated equipment.

Attached to this Facility Schedule is a one-line diagram that identifies the equipment installed.

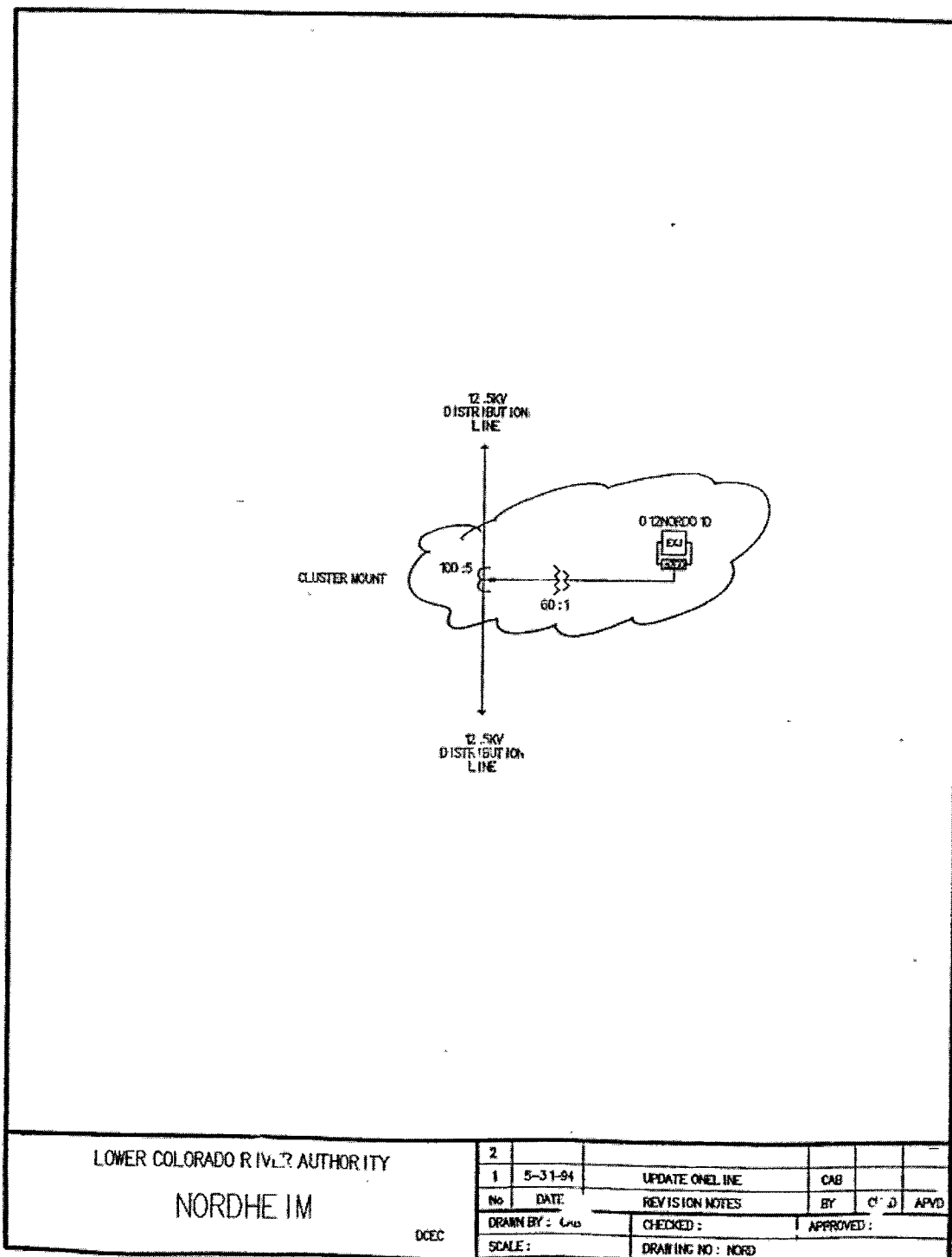


FACILITY SCHEDULE NO.3

Nordheim

This is a normally closed 12.5 kV point of delivery (uni-directional Point of Interconnection) located near AEP's Nordheim substation in Dewitt County, Texas required to serve Dewitt County Electric Cooperative, Inc.'s existing electric distribution system in the general vicinity of Nordheim, Texas. LCRA owns the point of delivery metering equipment consisting of 12.5 kV CT's, PT's, meter assembly and associated equipment.

Attached to this Facility Schedule is a one-line diagram that identifies the equipment installed.



FACILITY SCHEDULE NO. 4
Amendment No. 1

Glidden

TERMINATED

FACILITY SCHEDULE NO. 5

1. Name: **LCRA Cuero**
2. Location: The LCRA Cuero Substation is located in Cuero, Texas in De Witt County. The Point of Interconnection is located where the jumper conductors from the station equipment physically contact the connectors on the conductors of the 138 kV transmission line to the Victoria Substation.
3. Delivery Voltage: 138 kV
4. Normal Operation of Interconnection: Closed
5. One-Line Diagram Attached: Yes
6. Facility Ownership Responsibilities of the Parties:

LCRA owns the following facilities:
 - the LCRA Cuero Substation, including all the facilities within it
 - the jumpers from the 138 kV vertical bus to the 138 kV transmission line to Victoria
 - the following transmission line(s) comprised of structures, easements, conductors, insulators, and connecting hardware:
 - LCRA Cuero to Yoakum 138 kV transmission line
 - LCRA Cuero to Gonzales 138 kV transmission line
 - Cuero (Hydro) to Hochheim 69 kV transmission line
 - Cuero (Hydro) to Yorktown 69 kV transmission line
 - LCRA Cuero to Cuero (Hydro) 69 kV transmission line
AEP owns the following facilities:
 - insulators and hardware on the deadend structures that terminate the 138 kV transmission line from the Victoria Substation to the jumpers from the station equipment
 - the following transmission line(s) comprised of structures, easements, conductors, insulators, and connecting hardware:
 - LCRA Cuero to Victoria 138 kV transmission line
7. Facility Operation and Maintenance Responsibilities of the Parties:
 - LCRA controls and operates all LCRA owned facilities, including the following facilities:
 - 138 kV breaker 20360, associated switches 20361, and 23059

- 138 kV circuit switcher 20375 and associated 138-69 kV autotransformer
- 69 kV breaker 20380, associated switches 20381, 20379, and associated 69 kV transmission line to Cuero
- AEP controls and operates its LCRA Cuero to Victoria 138 kV transmission line.
- Each Party maintains the facilities it owns that are provided for in this Facility Schedule. Maintenance of the facilities, including circuit breaker relays, that are owned by one Party that protect the facilities owned by the other Party, will be subject to review and approval by the other Party.

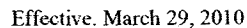
8. Cost Responsibilities of the Parties:

- Each Party will be fully responsible for the liabilities related to the facilities it owns.
- Each Party will be responsible for all costs it incurs in connection with the establishment and maintenance of the Point of Interconnection in accordance with this Facility Schedule.

9. Other Terms and Conditions:

- LCRA will provide AEP with MV-90 master file information and dial-up access to net meter the 138 kV line to Victoria.

First Revised Service Agreement No.
Original Sheet No. 16



FACILITY SCHEDULE No. 6
Amendment No. 1

1. Name: **Camp Wood**
2. Facility Location: The Camp Wood Substation is located at 735 River Road in the City of Camp Wood, Real County, Texas. There is one Point of Interconnection at this location. It is located at the point where the jumper conductors from the substation equipment physically contact the conductors on the 69 kV transmission line from the Bandera Electric Cooperative ("Bandera") Leahey Substation.
3. Delivery Voltage: 69 kV.
4. Metered Voltage and Location: 69 kV metering located on the 69 kV transmission line to the Leahey Substation.
5. Normal Operation of Interconnection: Closed
6. One Line Diagram Attached: Yes
7. Description of Facilities Owned by Each Party:

AEP owns the following facilities:

 - the Camp Wood Substation and all the substation facilities within it, except for the LCRA facilities identified below.
 - a four-wire RTU communication circuit from the station to the AEP control center

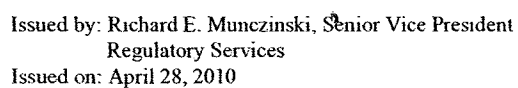
LCRA owns the following facilities:

 - insulators and hardware connections on the dead-end structure that terminates the 69 kV line from the Leahey substation
8. Facility Operation Responsibilities of the Parties:
 - Each Party operates and controls the facilities it owns.
 - LCRA and AEP will coordinate the voltage profile that must be maintained in area stations equipped with 138/69 kV autotransformers (Uvalde, Sonora, and Bandera). Voltages at Sonora and Uvalde will be in compliance with the ERCOT Operating Guides and ERCOT Protocols.
 - Each party will be fully responsible for the maintenance of the facilities it owns.
9. Cost Responsibilities of the Parties:

- Each Party will be fully responsible for the cost and liabilities related to the facilities it owns.
- Each Party will be responsible for all costs it incurs in connection with the establishment and maintenance of the Point of Interconnection in accordance with this Facility Schedule

10. Other Terms and Conditions:

- AEP will provide the relay equipment at Camp Wood and LCRA will provide the relay equipment at Leakey to protect the Camp Wood to Leakey 69 kV transmission line. The Parties will jointly review the overall protection scheme and mutually agree on the relay settings for this line.
- AEP will furnish station service power at no cost to LCRA.
- AEP will provide the terminal block connections for LCRA to receive metering and telemetry signals.
- Bandera, a wholesale transmission customer of LCRA, has agreed to provide AEP a distribution point of delivery at its Leakey substation. All costs associated with the establishment of this distribution point of delivery will be AEP's responsibility.
- AEP shall have the right to convert its facilities at Camp Wood to a higher voltage in the future. AEP agrees to notify LCRA of its intentions to do so at least three (3) years prior to any such conversion taking place.
- AEP will poll the AEP RTU installed at the station and LCRA will have access to the RTU data via its Inter-control Center Communications Protocol (ICCP) communication circuit to the ERCOT control center.



FACILITY SCHEDULE NO. 7
Amendment No. 1

LCRA Nixon

TERMINATED

FACILITY SCHEDULE NO. 8

1. Name: **Leakey**
2. Facility Location: **Bandera Electric Cooperative's (Bandera) Leakey Substation on Hwy 83 south of Leakey, Texas**
3. Delivery Voltage: **12.5 kV**
4. Metering (voltage; location; loss adjustments, if any, due to location; other): **12.5 kV**

The meter will be set to compensate LCRA for transformer losses.
5. Normal Operation of Interconnection (check one): Open ☐ Closed ☒
6. One-Line Diagram Attached (check one): Yes ☒ No ☐
7. Description of Facilities to be Provided by Each Party:

AEP will provide the following facilities which will be installed and owned by Bandera Electric Cooperative:

- One 15 kV, 560 A circuit breaker installed in existing bay with associated communications package, disconnects, fuse links and surge arrestors
- AC power to circuit breaker and telephone interface (for communications with meter and circuit breaker)

AEP will provide the following facilities which will be installed and owned by AEP:

- A 15 kV distribution line to AEP's Leakey load.
- AEP may at its own expense install and own communications equipment to control the 15 kV circuit breaker

LCRA will install and own the following facilities including associated conduits, junction boxes, control cables and suitable structures for mounting equipment:

- Three 15 kV, 50/5 Amp, metering CT's RF 1.5 of 0.3 % metering accuracy on the AEP distribution circuit
- One electronic multi-function meter and related test switch for the AEP Leakey load
- One telephone line-sharing switch

8. Cost Responsibilities of Each Party:

AEP will be responsible for all costs associated with providing those facilities identified in item 8 above.

9. Operational Responsibilities of Each Party:

Each Party will control and operate those facilities identified in item 8 above accordance with the Operating Agreement by and Between Central Power and Light Company, Bandera Electric Cooperative, Inc. and the Lower Colorado River Authority dated December 3, 1998.

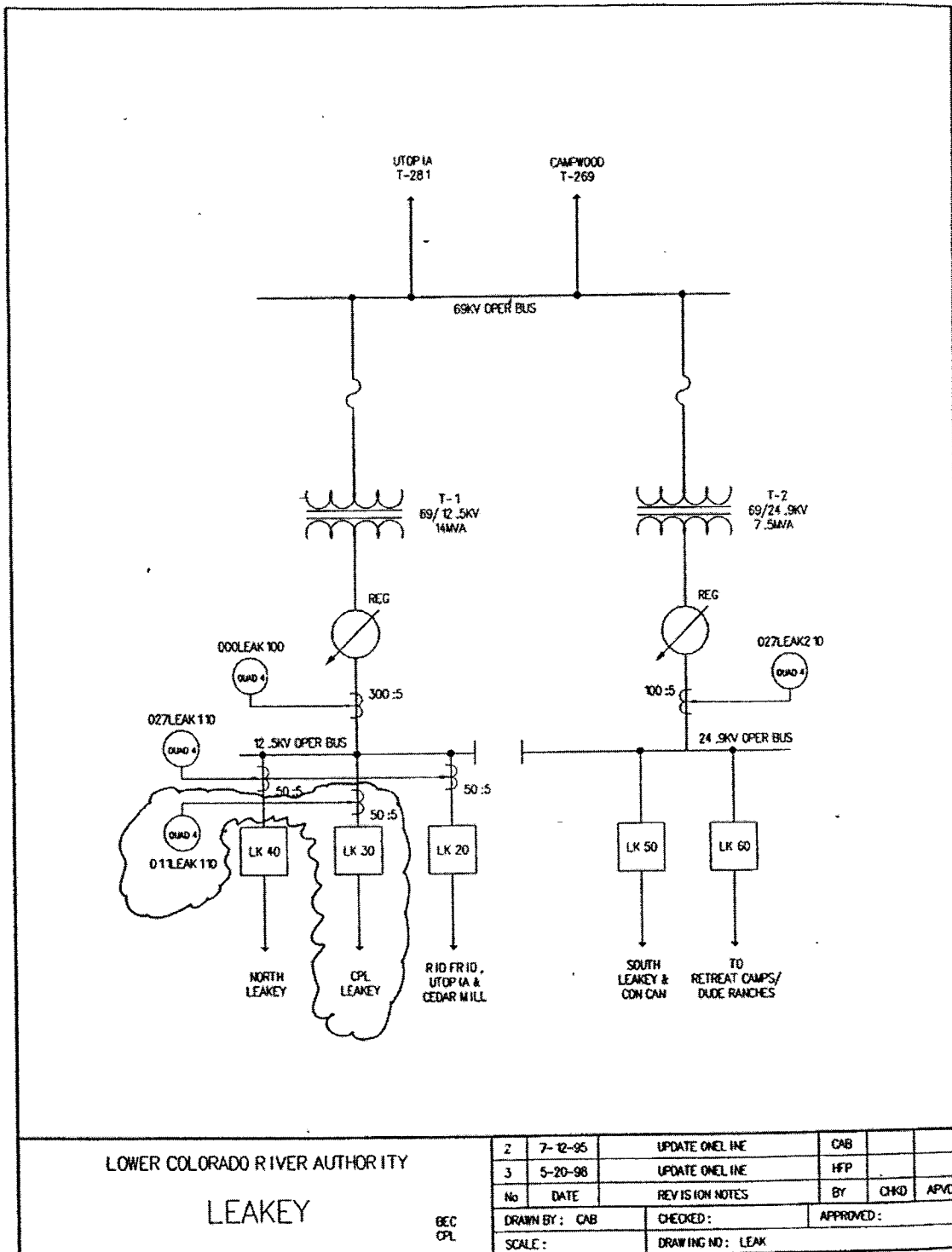
10. Maintenance Responsibilities of Each Party:

Each Party will maintain those facilities identified in item 8 above in accordance with the Operating Agreement by and Between Central Power and Light Company, Bandera Electric Cooperative, Inc. and the Lower Colorado River Authority dated December 3, 1998.

11. Other Terms and Conditions (indicate one): Yes X No

This Facility Schedule is considered to be executed simultaneously with the Operating Agreement by and Between Central Power and Light Company, Bandera Electric Cooperative, Inc. and the Lower Colorado River Authority dated December 3, 1998 which addresses the agreement reached in Docket No. 17695 concerning future AEP service within Bandera's single certified service territory, liability issues, access to and operation of breaker and switches and various other coordination matters.

AEP will bear cost of the installation of a step down transformer on its feeder at such time it is determined that conversion to a higher voltage is necessary.



FACILITY SCHEDULE NO. 9

1. Name: **Coleto Creek**
2. Facility Location: The Coleto Creek Generating Station is approximately 12 miles west southwest of Victoria, in Goliad County, Texas. The Point of Interconnection is at the termination of the 345 kV transmission line from South Texas Electric Cooperative's (STEC's) Pawnee Switching Station. The Point of Interconnection is where the jumper conductors from the substation equipment physically contact the connectors on the 345 kV transmission line conductors.
3. Delivery Voltage: 345 kV
4. Metered Voltage: 345 kV All metering shall meet the applicable provisions of the ERCOT Operating Guides, Protocols, and Metering Guidelines.
5. Normal Operation of Interconnection: Closed
6. One-Line Diagram Attached: Yes
7. Facility Ownership Responsibilities of the Parties:
 - AEP owns the following facilities:
 - Coleto Creek Station and all the facilities within it
 - transmission line relay protection panels and all associated equipment for the LCRA transmission line
 - the Remote Terminal Unit (RTU)
 - a four-wire RTU communications circuit from the station to the AEP control center
 - jumper conductors from the station facilities to the Point of Interconnection
 - deadend structures that terminate all transmission lines into the station
 - the following transmission lines comprised of easements, conductors, shield wires, insulators, connecting hardware, and structures;
 - Coleto Creek to Lon C. Hill 345 kV transmission line
 - Coleto Creek to Kenedy Switching Station 138 kV transmission line
 - Coleto Creek to Victoria Switching Station 138 kV transmission line
 - LCRA owns the following facilities:
 - Coleto Creek to Pawnee 345 kV transmission line comprised of the double circuit easements, conductors, shield wires, insulators, connecting hardware, and structures

- insulators and hardware connections on the deadend structure that terminates the 345 kV line from the Pawnee station

8. Facility Operation Responsibilities of the Parties:

AEP controls and operates the Coletto Creek Station including all facilities within it.

AEP controls and operates all of the transmission lines that terminate into the station.

AEP coordinates, directs, and performs all control center and field operation activities on the transmission line owned by LCRA. These activities shall include, but are not limited to, switching, clearances, and outages for planned maintenance, and operations, emergency service restoration, and overall coordination of such activities with ERCOT

9. Cost Responsibilities of the Parties:

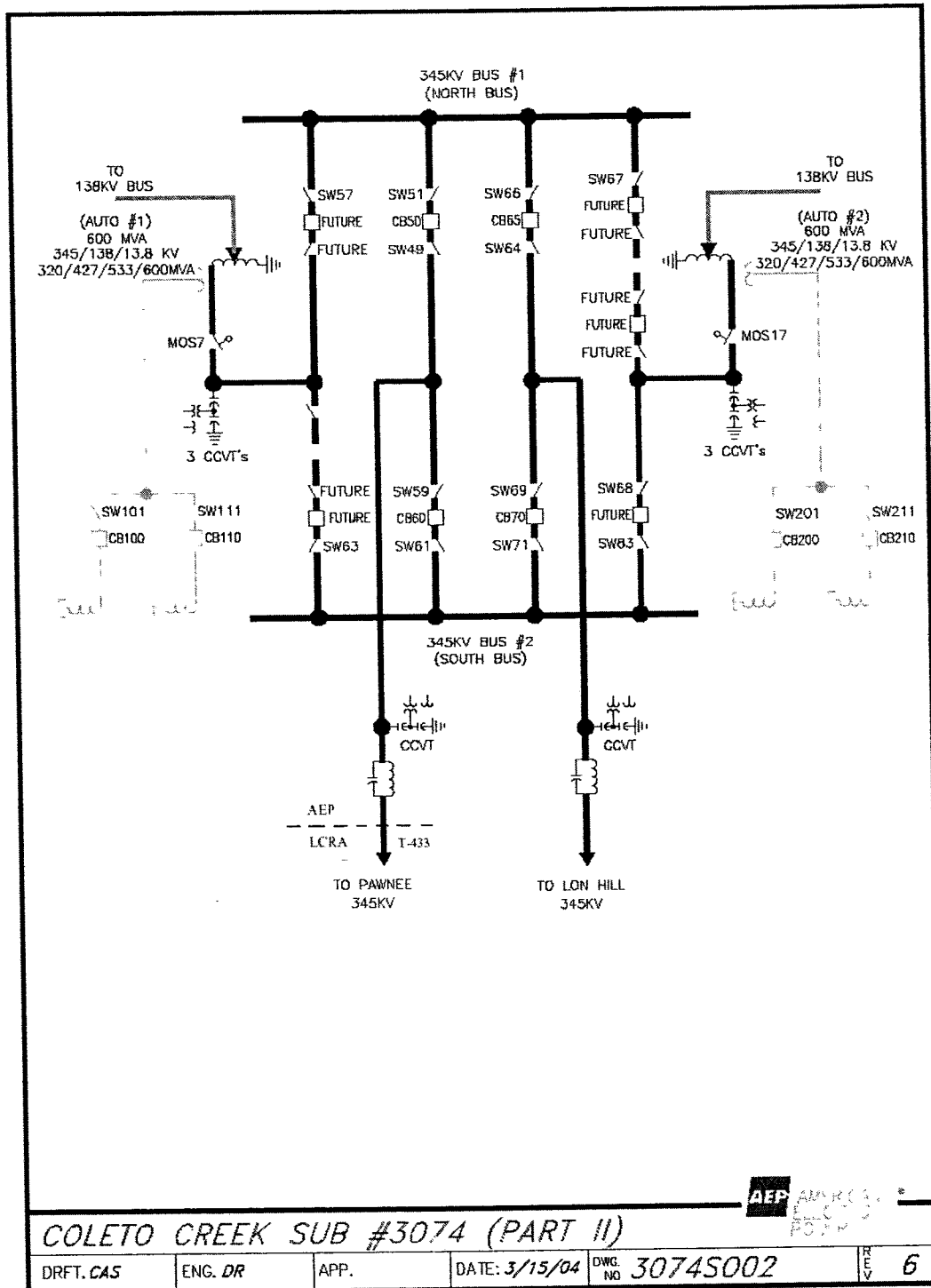
Each Party will be fully responsible for the liabilities related to the facilities it owns.

Each Party will be responsible for all costs it incurs in connection with the establishment and maintenance of the Point of Interconnection in accordance with this Facility Schedule.

10. Other Terms and Conditions:

Maintenance of the facilities, including circuit breaker relays, that are owned by one Party that protect the facilities owned by the other Party will be subject to review and approval by the other Party.

AEP's SCADA will poll the AEP RTU installed at the station and LCRA will have access to the RTU data via a direct Inter-control Center Communications Protocol communication circuit between the Parties' control centers. The Parties will coordinate the analog and digital point list and communications protocol issues.



FACILITY SCHEDULE NO. 10

1. Name: **Citgo North Oak Park**
2. Facility Location: The Citgo North Oak Park Station is located in Corpus Christi, in Nueces County, Texas. There are three Points of Interconnection at the Citgo North Oak Park Station. One is at the termination of the 138 kV transmission line from the Nueces Bay Station, one is at the termination of the 138 kV transmission line from the Highway 9 Station, and one is at the termination of the 138 kV transmission line from the Lon C. Hill Station. All three Points of Interconnection are at the point where the jumper conductors from the substation equipment physically contact the connectors on the 138kV transmission line conductors.
3. Delivery Voltage: 138 kV
4. Metered Voltage: _ 138 kV All metering shall meet the applicable provisions of the ERCOT Operating Guides, Protocols, and Metering Guidelines.
5. Normal Operation of Interconnection: Closed
6. One-Line Diagram Attached: Yes
7. Facility Ownership Responsibilities of the Parties:

AEP owns the following facilities:

- AEP's portion of the Citgo North Oak Park Station, including all the facilities within it
- the Remote Terminal Unit (RTU)
- transmission line relay protection panels and all associated equipment for the LCRA transmission lines
- a four-wire RTU communications circuit from the station to the AEP control center
- jumper conductors from the station facilities to the Points of Interconnection
- deadend structures that terminate all transmission lines into the substation
- transmission line easements, under-built distribution voltage circuits, and the following transmission circuits comprised of conductors, insulators, and connecting hardware;
 - Industrial to Highway 9 69 kV transmission circuit attached to LCRA's Citgo North Oak Park to Highway 9 138 kV transmission line structures
 - Coastal States East to Avery Point 69 kV transmission circuit attached to LCRA's Citgo North Oak Park to Lon C. Hill 138 kV transmission line structures

- Coastal States West to Avery Point 69 kV transmission circuit attached to LCRA's Citgo North Oak Park to Lon C. Hill 138 kV transmission line structures
- Coastal States West to Highway 9 69 kV transmission circuit attached to LCRA's Citgo North Oak Park to Lon C. Hill 138 kV transmission line structures
- Highway 9 to Weil 69 kV transmission circuit attached to LCRA's Citgo North Oak Park to Lon C. Hill 138 kV transmission line structures
- Kingsville to Lon C. Hill 138 kV transmission circuit attached to LCRA's Citgo North Oak Park to Lon C. Hill 138 kV transmission line structures
- OPGW shield/fiber aerial cable and fiber optic communications circuits attached to the following LCRA transmission lines:
 - Citgo North Oak Park to Nueces Bay 138 kV cable and transmission line
 - Citgo North Oak Park to Highway 9 138 kV transmission line
 - Citgo North Oak Park to Lon C. Hill 138 kV transmission line

LCRA owns the following facilities:

- insulators and hardware on the deadend structures that terminate the 138 kV transmission lines from the Nueces Bay, Highway 9, and Lon C. Hill stations
- the following transmission lines comprised of underground/underwater cable, conductors, insulators, connecting hardware, and structures;
 - Citgo North Oak Park to Nueces Bay 138 kV cable and transmission line
 - Citgo North Oak Park to Highway 9 138 kV transmission line
 - Citgo North Oak Park to Lon C. Hill 138 kV transmission line
- a four-wire RTU communications circuit from the station to the LCRA control center

8. Facility Operation Responsibilities of the Parties:

AEP controls and operates the Citgo North Oak Park Station including all facilities within it.

AEP controls and operates all of the transmission lines that terminate into the station.

AEP coordinates, directs, and performs all control center and field operation activities on the transmission lines owned by LCRA. These activities shall include, but are not limited to, switching, clearances, and outages for planned maintenance and operations, emergency service restoration, and overall coordination of such activities with ERCOT.

9. Cost Responsibilities of the Parties:

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

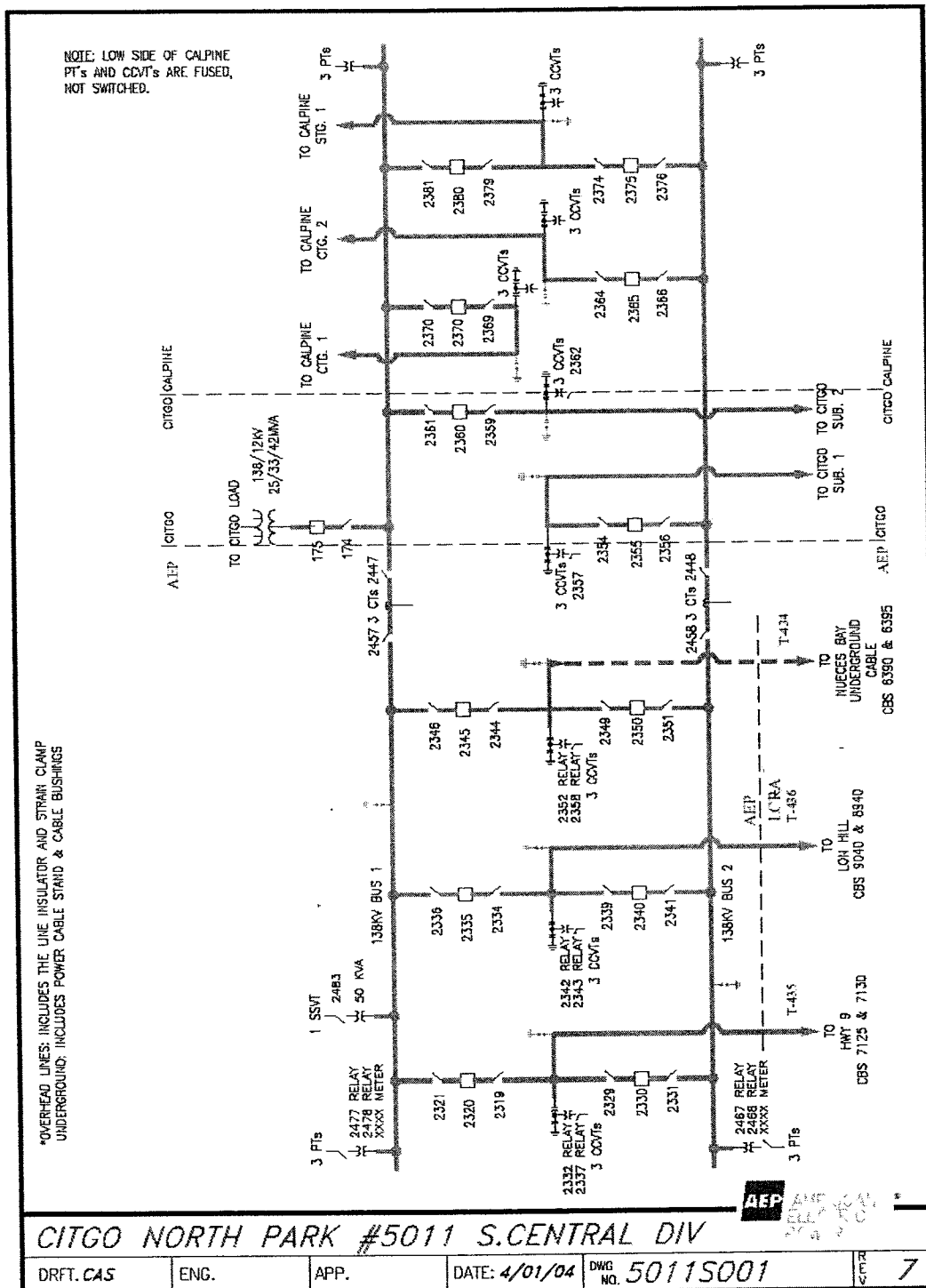
Each Party will be responsible for all costs it incurs in connection with the establishment and maintenance of the Points of Interconnection in accordance with this Facility Schedule.

10. Other Terms and Conditions:

Maintenance of the facilities, including circuit breaker relays, that are owned by one Party that protect the facilities owned by the other Party, will be subject to review and approval by the other Party.

AEP's SCADA will poll AEP's dual-ported RTU installed at the station and LCRA will have access to the RTU data via a four-wire RTU communications circuit until such time that a direct Inter-control Center Communications Protocol (ICCP) communication circuit is established between the Parties' control centers. The Parties will coordinate the analog and digital point list and communications protocol issues.

AEP will provide physical space at the station for LCRA to terminate a four-wire RTU communications circuit until such time that LCRA establishes its ICCP communications circuit between control centers.



FACILITY SCHEDULE NO. 11

1. Name: **Lon C. Hill**
2. Facility Location: The Lon C. Hill Generating Station is located in Corpus Christi, in Nueces County, Texas. There are two Points of Interconnection at the Lon. C. Hill Station. One is at the termination of the 138 kV transmission line from the Citgo North Oak Park Station and the other is at the termination of the 138 kV transmission line from the Nueces Bay Station. Both Points of Interconnection are at the point where the jumper conductors from the substation equipment physically contact the connectors on the 138kV transmission line conductors.
3. Delivery Voltage: 138 kV
4. Metered Voltage: 138 kV All metering shall meet the applicable provisions of the ERCOT Operating Guides, Protocols, and Metering Guidelines.
5. Normal Operation of Interconnection: Closed
6. One-Line Diagram Attached: Yes
7. Facility Ownership Responsibilities of the Parties:

AEP owns the following facilities:

- Lon C. Hill Station and all the facilities within it
- transmission line relay protection panels and all associated equipment for the LCRA transmission lines
- the Remote Terminal Unit (RTU)
- a four-wire RTU communications circuit from the station to the AEP control center
- jumper conductors from the station facilities to the Points of Interconnection
- deadend structures that terminate all transmission lines into the station
- the following transmission lines comprised of easements, conductors, shield wires, insulators, connecting hardware, and structures;
 - Lon C. Hill to Coleto Creek 345 kV transmission line
 - Lon C. Hill to Whitepoint Switching Station 345 kV transmission line
 - Lon C. Hill to Rio Hondo 345 kV transmission line
 - Lon C. Hill to N. Edinburg 345 kV transmission line
 - Lon C. Hill to Pawnee 345 kV transmission line
 - Lon C. Hill to Falfurrias 138 kV transmission line
 - Lon C. Hill to Orange Grove 138 kV transmission line
 - Lon C. Hill to Victoria 138 kV transmission line

- Lon C. Hill to Whitepoint Switching Station 138 kV transmission line
- Lon C. Hill to Citgo West 138 kV transmission line
- Lon C. Hill to Robstown 69 kV transmission line
- Lon C. Hill to Calallen 69 kV transmission line
- Lon C. Hill to Beeville 69 kV transmission line
- Lon C. Hill to Sinton 69 kV transmission line
- transmission line easements, under-built distribution voltage circuits, and the following transmission circuits comprised of conductors, insulators and connecting hardware:
 - Coastal States East to Avery Point 69 kV transmission circuit attached to LCRA's Lon C. Hill to Citgo North Oak Park 138 kV transmission line structures
 - Coastal States West to Avery Point 69 kV transmission circuit attached to LCRA's Lon C. Hill to Citgo North Oak Park 138 kV transmission line structures
 - Coastal States West to Highway 9 69 kV transmission circuit attached to LCRA's Lon C. Hill to Citgo North Oak Park 138 kV transmission line structures
 - Highway 9 to Weil 138 kV transmission circuit attached to LCRA's Lon C. Hill to Citgo North Oak Park 138 kV transmission line structures
 - Kingsville to Lon C. Hill 138 kV transmission circuit attached to LCRA's Lon C. Hill to Citgo North Oak Park 138 kV transmission line structures
 - Up River to Nueces Bay 138 kV transmission circuit attached to LCRA's Lon C. Hill to Nueces Bay 138 kV transmission line structures
 - Westside to Lon C. Hill 138 kV transmission circuit attached to LCRA's Lon C. Hill to Nueces Bay 138 kV transmission line structures
- OPGW shield/fiber aerial cable and fiber optic communications circuits attached to the following LCRA transmission lines:
 - Lon C. Hill to Citgo North Oak Park 138 kV transmission line
 - Lon C. Hill to Nueces Bay 138 kV transmission line

LCRA owns the following facilities:

- insulators and hardware connections on the deadend structures that terminate the 138 kV lines from the Citgo North Oak Park and Nueces Bay stations
- the following transmission lines comprised of conductors, insulators, connecting hardware, and structures;
 - Lon C. Hill to Citgo North Oak Park 138 kV transmission line
 - Lon C. Hill to Nueces Bay 138 kV transmission line
- a four-wire RTU communications circuit from the station to the LCRA control center

8. Facility Operation Responsibilities of the Parties:

AEP controls and operates the Lon C. Hill Station, including all facilities within it.

AEP controls and operates the all of the transmission lines that terminate into the station.

AEP coordinates, directs, and performs all control center and field operations activities on the transmission lines owned by LCRA. These activities shall include, but are not limited to, switching, clearances, and outages for planned maintenance and operations, emergency service restoration, and overall coordination of such activities with ERCOT.

9. Cost Responsibilities of the Parties:

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

Each Party will be responsible for all costs it incurs in connection with the establishment and maintenance of the Points of Interconnection in accordance with this Facility Schedule.

10. Other Terms and Conditions:

Maintenance of the facilities, including circuit breaker relays, that are owned by one Party that protect the facilities owned by the other Party, will be subject to review and approval by the other Party.

AEP's SCADA will poll the AEP dual-ported RTU installed at the station and LCRA will have access to the RTU data via a four-wire RTU communications circuit until such time that a direct Inter-control Center Communications Protocol (ICCP) communication circuit is established between the Parties' control centers. The Parties will coordinate the analog and digital point list and communications protocol issues.

AEP will provide physical space at the station for LCRA to terminate a four-wire RTU communications circuit until such time that LCRA establishes its ICCP communication circuit between control centers.