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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 JULY 28, 2010

BETWEEN
AEP TEXAS NORTH COMPANY
AND
TAYLOR ELECTRIC COOPERATIVE, INC.

MAY 23, 2011

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232



American Electric Power
212 E. 6th Street
Tulsa, OK 74119
AEP.com

May 20, 2011

Kimberly D. Bose, Secretary
Federal Energy Regulatory Commission
888 First Street, N.E., Room 1A
Washington, D.C. 20426

Re: *American Electric Power*, Docket No. ER11-____-000
Service Agreement No. 682 under the Open Access
Transmission Service Tariff of the American Electric Power
Restated & Amended Interconnection Agreement between
AEP Texas North Company and Taylor Electric Cooperative, Inc

Dear Secretary Bose:

Pursuant to Section 35.13 of the Commission's regulations,¹ American Electric Power Service Corporation ("AEPSC"), on behalf of its affiliate AEP Texas North Company ("AEPTNC"), hereby submits for filing:

- One (1) Restated and Amended Interconnection Agreement between AEPTNC and Taylor Electric Cooperative, Inc. ("TEC") (the "Agreement"),

The Agreement was accepted for filing by the Commission on April 29, 2011, in a Letter Order that approved a Settlement Agreement among AEPSC and Golden Spread Electric Cooperative, Inc. ("GSEC").²

On February 24, 2011, AEPSC filed the Settlement Agreement pursuant to AEPSC and GSEC cooperatively revising the Agreement agreed to by the parties. The settlement filing provided a detailed background of the proceeding and the terms and conditions agreed upon in the Agreement. Pursuant to Commission Rule 602(c)(2), AEPSC filed with the Settlement Agreement the requisite number of copies for filing of the Agreement in the Order No. 614 format.

¹ 18 CFR §35.13

² *American Electric Power Service Corporation*, Docket No. ER10-2057-000

This Agreement is being filed as a service agreement under the Open Access Transmission Service Tariff of the American Electric Power System ("AEP OATT"). The Agreement restates and replaces, in its entirety, the current unexecuted transmission interconnection agreement dated August 1, 2004, between AEPTNC and TEC, ("2004 TEC IA") under the AEP OATT. Pursuant to the Commission's Letter Order, Paragraph 5 directs AEPSC to make a compliance filing in the eTariff format, which is the purpose of this filing.

Pursuant to Section 35.7 of the Commission's regulations,³ the contents of this filing are being submitted as part of an XML filing package that conforms to the Commission's eTariff instructions. AEPSC has elected to submit the Agreement on a whole tariff basis in .PDF format in the eTariff system.

Background and Reason for Filing

Prior to this Agreement, AEPSC recognized that the 2004 TEC IA did not reflect the changes in the deregulated Texas wholesale electric market or the terms and conditions necessary to insure the integrity of the transmission system providing for new or modified facility connections required by current electric utility industry standards, rules and practices.

On March 29, 2010 AEPTNC sold certain of their transmission assets to another ERCOT transmission service provider ("TSP"). As a result of these sales, several TEC points of interconnection, specifically the Happy Valley and Roberts delivery points, were transferred to the other ERCOT TSP by their removal from the AEPTNC-TEC IA and inclusion in TEC's agreement with the other ERCOT TSP.

TEC recently requested the new distribution meter point ("Kirby Lake") off of AEPTNC's feeder from the Abilene Canyon Rock substation, located within the city limits of Abilene, Texas, in Taylor county. All of these delivery point changes are identified in the Facility Schedules included in the Agreement.

The Agreement provides for all of the existing points of interconnection with AEPTNC and TEC and is being filed to recognize the arrangement for the continued interconnection of their systems.

Requested Effective Date

Although the Settlement Agreement approved by the Commission provides for the Agreement to be made effective July 28, 2010, AEPSC understands that the eTariff format does not permit parties to designate an effective date earlier than the earliest tariff record effective date in the Tariff Identifier's database. Therefore, though the Agreement will be effective July 28, 2010, to accommodate the limitations of and for the purpose of this eTariff filing, AEPSC will select May

³ 18 CFR §35.7 (2010)

19, 2011 as the eTariff effective date. AEPSC also has attached copies of the Agreements for posting in eLibrary.

Other Filing Requirements

AEPSC believes that the materials and information provided herewith are adequate to allow the Commission to accept the Agreement for filing as requested herein. Because the Agreement does not provide for rates and charges, AEPSC is not submitting cost support. 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.

Documents Submitted

In addition to this transmittal letter, AEP provides the following materials for filing:

- A copy of the Restated and Amended Interconnection Agreement in .PDF format

A copy of this filing will be available for public inspection in AEPSC's offices in Tulsa, Oklahoma and Austin, Texas.

Service of Notices and Correspondence

Copies of this filing will be served upon the Public Utility Commission of Texas and TEC. Any correspondence regarding this matter should be directed to:

Robert L. Pennybaker
Director – Transmission and Interconnection Services
American Electric Power Service Corporation
212 E 6th Street
Tulsa, OK 74119
rlpennybaker@aep.com

and

Anne M. Vogel
Senior Counsel – Legal – Finance & Compliance
American Electric Power Service Corporation
1 Riverside Plaza
Columbus, Ohio 43215
amvogel@aep.com

Questions concerning this filing should be directed to me at (614) 716-2936, amvogel@aep.com or to Robert Pennybaker at (918) 599-2723, rlpennybaker@aep.com.

Respectfully submitted

Anne M. Vogel
Senior Counsel American Electric Power Service Corporation

Enclosures

cc:

Robert Pennybaker - AEPSC
Steven Beaty - AEPSC
James R. Bacha - AEPSC
Lauri White – AEPSC
Darryl Schriver – TEC
Mike Wise - GSEC
Barry Cohen – Miller, Balis & O’Neil, P.C.

**RESTATED AND AMENDED
INTERCONNECTION AGREEMENT
BETWEEN
AEP TEXAS NORTH COMPANY
AND
TAYLOR ELECTRIC COOPERATIVE, INC.**

THIS RESTATED AND AMENDED INTERCONNECTION AGREEMENT ("Agreement"), entered into this 28th day of July, 2010, by and between AEP Texas North Company, a Texas corporation ("Company"), and Taylor Electric Cooperative, Inc., a Texas cooperative corporation ("Cooperative"), (the Company and Cooperative are each singularly referred to herein as "Party" and collectively referred to herein as "Parties"), and Golden Spread Electric Cooperative, Inc.

WITNESSETH

WHEREAS, the Parties have entered into an Interconnection Agreement dated as of June 18, 2002 and restated and amended the same dated August 1, 2004. The Parties have agreed to restate and amend the restated and amended interconnection agreement from August 1, 2004 between AEP Texas North Company and Taylor Electric Cooperative, Inc., (the "2004 Interconnection Agreement"); and

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

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

WHEREAS, the Company sold certain of its existing Points of Interconnection at Happy Valley and Roberts transmission facilities to another transmission service provider; and

WHEREAS, the Parties wish to remove the Happy Valley and Roberts Points of Interconnection from this Agreement; and

WHEREAS, the Parties wish to establish the Kirby Lake Point of Interconnection and wish to add that Point of Interconnection to this Agreement; and

WHEREAS, the Parties have established or shortly will establish new Points of Interconnection between their electrical systems; and

WHEREAS, the Parties desire to continue their interconnection of their respective transmission and/or distribution 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 five (5) years from the effective date, and shall continue in effect thereafter for periods of two (2) years each unless canceled after such initial period or any subsequent period either by mutual agreement or by either Party upon at least twenty-four (24) months written notice to the other Party. Upon termination of this Agreement, each Party shall discontinue the use of the facilities of the other and shall disconnect the Points of Interconnection.

1.2 Notwithstanding the foregoing Section 1.1, if Company serves such notice of termination and Cooperative reasonably determines that the continued interconnection of its facilities to the facilities of the Company is needed to provide continuous and adequate service to its customers, then both Parties shall enter into good faith negotiations concerning the terms of a replacement interconnection agreement. If the Parties cannot agree to the terms of such a replacement agreement that would become effective on or prior to the termination date of this Agreement, Company shall file an unexecuted replacement agreement with the FERC and Cooperative shall be entitled to challenge any provisions of such replacement agreement that are considered unjust or unreasonable, or unduly discriminatory. If Company assigns this Agreement pursuant to Article XII to an entity that is not subject to FERC jurisdiction a condition of such assignment shall be that the non-FERC jurisdictional entity shall file this Agreement or a proposed replacement agreement with the applicable state regulatory authority.

ARTICLE II – OBJECTIVE AND SCOPE

2.1 It is the intent of the Parties, by this Agreement, to state the terms and conditions under which the Parties' transmission and/or distribution systems will be interconnected and to identify the facilities and equipment provided by each Party at the Points of Interconnection.

2.2 This Agreement shall apply to the ownership, construction, operation, and maintenance of those facilities that are specifically identified and described in the Facility Schedules that are attached hereto and incorporated herein.

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, including the 2004 Interconnection Agreement, 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., or its successor in function.

3.3 ERCOT Requirements shall mean the ERCOT Operating Guides, ERCOT Metering Guidelines, and ERCOT Protocols, 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 (including customer registration) policies, 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.

3.5 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 is not limited to, conformance with the applicable and consistently applied reliability criteria, standards and operating guides of ERCOT and the NERC, or successor organization(s).

3.6 NERC shall mean the North American Electric Reliability Corporation or its successor in function.

3.7 NERC Reliability Standards shall mean the mandatory electric reliability standards approved by the FERC and enforced by NERC.

3.8 Point(s) of Interconnection shall mean the former points of interconnection provided for by the 2004 Interconnection Agreement, additional points of interconnection established under this Agreement subsequent to the 2004 Interconnection Agreement and future points of interconnection that may be established under this Agreement at which the electrical systems of the Parties are connected or may, by the closure of normally open switches, be connected.

3.9 PUCT shall mean the Public Utility Commission of Texas or its successor in function.

ARTICLE IV - ESTABLISHMENT AND TERMINATION OF POINTS OF INTERCONNECTION

4.1 The Parties agree to comply with NERC Reliability Standards as they relate to the interconnection of their facilities at the locations identified and described in the Facility Schedules which are attached hereto and incorporated herein.

4.2 The Parties agree to interconnect their facilities at the locations, and in accordance with the terms and conditions, specified in the attached Facility Schedule(s). All Points of

Interconnection shall be specified in Exhibit A and the Facility Schedule(s) attached hereto and made a part hereof. The Facility Schedule(s) shall specify the responsibilities of the Parties with respect to ownership, control, operation, and maintenance of the interconnection facilities.

4.3 It is understood that Points of Interconnection described in Facility Schedule(s) number 1 through 4, 6 through 8, 10 through 15 were provided for by the 2004 Interconnection Agreement. Descriptions of locations, facilities ownership, operation, and maintenance responsibilities contained in the 2004 Interconnection Agreement are reflected, to the extent possible, in this Agreement.

4.4 Unless otherwise provided in a Facility Schedule, each Party shall, at each Point of Interconnection, at its own risk and expense, design, install, or cause the design and installation of the transmission or distribution facilities (including all apparatus and necessary protective devices) on its side of the Point of Interconnection, so as to reasonably minimize the likelihood of voltage and frequency abnormalities, originating in the system of one Party, from affecting or impairing the system of the other Party, or other systems to which the system of such Party is interconnected. The Parties agree that all Points of Interconnection will be established and maintained in conformance with the ERCOT Requirements. The Parties agree to cause their systems to be constructed in accordance with specifications at least equal to those provided by the National Electrical Safety Code, approved by the American National Standards Institute, in effect at the time of construction. Except as otherwise provided in the Facility Schedules, each Party will be responsible for the equipment and facilities it owns on its side of the Point of Interconnection.

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

a) If a new Point of Interconnection is desired, the other Party shall be notified in writing of 1) the need for a new Point of Delivery; 2) the desired location of the new Point of Interconnection; 3) the designation of the new Point of Interconnection; 4) a description of the maximum demand desired; and 5) the date desired for commencement of service. Written notification of a request for a new Point of Interconnection shall be given to the other Party at least twelve (12) months prior to the date on which commencement of service at such Point of Interconnection is desired; however, the other Party may, at its sole option, waive all or part of the twelve (12) month written notification requirement. The other Party will use reasonable efforts to provide an additional Point of Interconnection on the date desired; however, the Parties recognize that completion of the Point of Interconnection by the desired in-service date is contingent upon the other Party's ability to acquire the necessary permits, regulatory approvals,

property rights, rights-of-way, material and equipment sufficiently in advance of the desired date for the construction and installation of facilities necessary to provide such service. Each Party will, upon request, promptly provide the other Party with information concerning its operations and facilities needed to facilitate the design and construct the Point of Interconnection.

b) Subject to regulatory approval, if required, either Party may terminate a Point of Interconnection on twelve (12) months advance written notice. Upon termination of a Point of Interconnection, each Party shall discontinue the use of the facilities of the other associated with the use of that Point of Interconnection and shall disconnect from that Point of Interconnection. The Parties agree to use reasonable efforts to coordinate the termination of a Point of Interconnection to minimize any disruption in service by either Party. Notwithstanding the foregoing, if Company serves such notice of termination and Cooperative reasonably determines that the continued interconnection of its facilities to the facilities of the Company is needed to provide continuous and adequate service to its customers, the procedures set forth in Section 1.2 of this Agreement shall apply.

4.6 Subject to regulatory approval, if required, unless mutually agreed, no Party shall have the right to disconnect from the other Party at any Point of Interconnection specified on Exhibit A and a Facility Schedule, originally attached to this Agreement or added subsequent to the execution of this Agreement, except as set forth in §4.5 above, or for reason of a material violation of the terms of this Agreement, for which opportunity to correct such violation was given under §15.1 of this Agreement and such violation was not corrected in accordance with said §15.1.

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

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

4.9 The Parties agree to coordinate and cooperate on assessments of the reliability impacts to the interconnected transmission system for new facilities requesting connection to their distribution or transmission facilities, in accordance with the NERC Reliability Standards.

4.10 Except as otherwise provided in a Facilities Schedule, each Party will pay for its own interconnection facilities and recover such costs pursuant to such Party's transmission and/or distribution service tariff(s).

4.11 If Cooperative requests a new Point of Interconnection and later cancels its request for this Point of Interconnection prior to the time the Point of Interconnection is placed in service, Cooperative agrees to pay the actual installed costs incurred and committed to be incurred by the Company, and the actual costs of removal of the Company's material and equipment. The total installed cost of the Company's facilities will be provided in the Facilities Schedule. Cooperative shall have the right to take delivery of and pay for any materials ordered but not installed provided such right shall expire if not exercised within ten (10) days after receipt of notice from the Company; and provided further that such right shall be subject to the consent of affected vendors.

4.12 If Cooperative terminates and discontinues the use of an energized Point of Interconnection in accordance with Section 4.5 hereinabove, and as a result of such termination and discontinuation of use the Company facilities that comprise the Point of Interconnection are no longer energized or the costs of such facilities are no longer recoverable, Cooperative shall pay Company the depreciated book value plus removal cost less salvage value of such facilities, or Cooperative may purchase such facilities at depreciated book value provided Cooperative removes or otherwise disconnects such facilities from a direct connection to the Company system.

4.13 If an energized Point of Interconnection is terminated in response to a default by Cooperative in accordance with Article 15 hereinbelow, and as a result of such termination, the cost of facilities that comprise the Point of Interconnection are no longer energized or the costs of such facilities are no longer recoverable, Cooperative shall pay Company the depreciated book value plus removal cost less salvage value of such facilities, or Cooperative may purchase such facilities at depreciated book value provided Cooperative removes or otherwise disconnects such facilities from a direct connection to the Company system.

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, engineering, billing or other miscellaneous services will be provided and charged under agreements separate from this Agreement.

ARTICLE VI - SYSTEM OPERATION AND MAINTENANCE

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

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

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

6.4 During the term of this Agreement, the Parties will, consistent with maintaining good operating practices, coordinate their operations to maintain continuity of services to their respective customers to the extent practicable. Planned facility maintenance by either Party that will cause a deviation from the normal power and energy flow at a Point of Interconnection will be scheduled at a mutually agreeable time. Except as otherwise permitted by the terms of this Agreement, no changes will be made in the normal operation of a Point of Interconnection without the mutual agreement of the Parties. The Parties will, to the extent necessary to support continuity of operations, coordinate the operation of protective devices on the facilities they operate in the proximity of the Points of Interconnection that might reasonably be expected to affect the operation of facilities on the other Party's system.

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

6.6 During periods of emergency conditions declared by ERCOT, or as necessary to restore customer service, either Party may operate equipment that is normally operated by the other Party, provided that authorization to do so must first be received from the Party that normally operates the equipment, such authorization not to be unreasonably withheld or delayed. It shall be considered reasonable for the Party that normally operates such equipment to deny such a request by the other Party if the withholding Party will provide such operation within the time frame called for in the circumstances. Such operations by the other Party will be at no cost to the owner or normal operator of the equipment.

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

ARTICLE VII - RIGHT 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 such 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 Party permission to install, maintain, and/or operate, or cause to be installed, maintained, and/or operated, on its premises, the necessary equipment, apparatus, and devices required for the performance of this Agreement. Any such installation, maintenance, and operation to be performed, except in the case of emergencies, shall be performed only after a schedule of such activity has been submitted and agreed upon by the Parties.

7.3 Any and all equipment, apparatus, and devices placed or installed, or caused to be placed or 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 if the other Party wishes to purchase such equipment, apparatus, devices, or facilities or 2) to 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 neither sold to the other Party nor 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 its respective equipment, apparatus, devices, or facilities with appropriate ownership identification.

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

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 and the ERCOT Requirements.

8.2 The non-owning Party of 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 the ERCOT Requirements, the meter or other equipment found to be inaccurate or defective shall be promptly repaired, adjusted, or replaced by the owner. Should metering equipment fail to register, the power and energy delivered and received shall be determined in accordance with the ERCOT Requirements.

8.4 As long as metering, telemetering or communications facilities are required by the ERCOT Requirements 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.

ARTICLE IX – COMMUNICATION AND TELEMETERING FACILITIES

9.1 Each Party shall provide, at its own expense, the necessary communication and telemetering facilities needed for the control and operation of its transmission and/or distribution system.

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

ARTICLE X - INDEMNIFICATION

EACH PARTY SHALL ASSUME ALL LIABILITY FOR, AND 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 (INCLUDING THE EMPLOYEES OF THE INDEMNIFIED PARTY) OR DAMAGE TO PROPERTY (INCLUDING PROPERTY OF THE INDEMNIFIED PARTY) 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 AND TO THE EXTENT PERMITTED BY LAW, EXCEPT IN CASES OF NEGLIGENCE OR INTENTIONAL WRONGDOING BY THE INDEMNIFIED PARTY.

ARTICLE XI - NOTICES

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

If to Company:

Manager, Transmission and Interconnection Services
American Electric Power Service Corporation
Robert Pennybaker
212 East Sixth Street
Tulsa, OK 74119
918-599-2723
rlpennybaker@aep.com

With copy to:

Manager, Transmission Planning - Texas
American Electric Power Service Corporation
Paul Hassink
212 East Sixth Street
Tulsa, OK 74119
918-599-2653
phassink@aep.com

If to Cooperative:

General Manager & CEO
Taylor Electric Cooperative, Inc.
Darryl Schriver
P.O. Box 250
Merkel, TX 79536-0250
226 County Road 287
Building A
Merkel, TX 79536
325-793-8500
schriver@taylorelectric.com

If to Golden Spread:

President & General Manager
Golden Spread Electric Cooperative, Inc.
P.O. Box 9898
Amarillo, TX 79105
806-379-7766

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

ARTICLE XII - SUCCESSORS AND ASSIGNS

12.1 Subject to the provisions of §12.2 below, this Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the respective Parties.

12.2 No 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 no Party will be required to consent to any assignment which would, in its sole judgment and among other reasons, subject it to additional federal or state regulation, result in the imposition of additional costs of administration which the Party requesting consent to assignment does not agree to reimburse, or in any way diminish the reliability of its system, enlarge its obligations or otherwise create or maintain an unacceptable condition. The respective obligations of the Parties under this Agreement may not be changed, modified, amended, or enlarged, in whole or in part, by reason of the sale, merger, or other business combination of either Party with any other person or entity. Notwithstanding the foregoing, a Party may assign, without the consent of the other Party, its interest in this Agreement, in whole or in part, to a successor to all or a substantial portion of the Party's transmission and distribution business; to any affiliate of the assigning Party with an equal or greater credit rating; to any transmission service provider with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement; or for collateral security purposes in connection with any financing or financial arrangements. In the event that a Party transfers its interest in this Agreement, in whole or in part, to an affiliate of the assigning Party and such affiliate assignee is not subject to FERC jurisdiction, such affiliate assignee shall negotiate with the other Party any changes needed to protect the rights of the non-assigning Party pursuant to this Agreement and to conform to applicable state regulations and, if agreement is not achieved, file the agreement on an unexecuted basis with the applicable state regulatory authority for approval.

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 This Agreement and all obligations hereunder, are expressly conditioned upon obtaining approval or authorization or acceptance for filing by any regulatory authority whose approval, authorization, or acceptance for filing is required by law. After execution by the Parties, the Company will file this Agreement with the FERC with copies of such filing provided to the PUCT. The Parties hereby agree to support the approval of this Agreement before such regulatory authorities and to provide such documents, information, and opinions as may be reasonably required or requested by either Party in the course of approval proceedings.

13.3 In the event that a regulatory authority having jurisdiction over this Agreement orders a change in the terms of this Agreement, the Parties agree to negotiate in good faith a replacement term that will most nearly accomplish the purpose and intent of the original term consistent with the regulatory order. If the Parties cannot reach an agreement over the new term, and if the old term is an essential provision of this Agreement, either Party may elect to terminate this Agreement by providing sixty (60) days prior written notice of such election to the other Party. An election to terminate under this provision shall not affect either Party's duty to perform prior to the effective date of termination. Notwithstanding the foregoing, if Company serves such notice of termination and Cooperative notifies Company that the continued interconnection to Company facilities is needed to assure the reliable supply of electric service to retail load, the procedures set forth in Section 1.2 of this Agreement shall apply.

13.4 In the event any part of this Agreement is declared invalid by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect and shall constitute a binding agreement between the Parties provided, however, that if either Party determines, in its sole discretion, that there is a material change in this Agreement by reason of any provision or application being finally determined to be invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to establish such substitute provisions as will eliminate such material adverse effect to the extent practicable.

ARTICLE XIV – DEFAULT AND FORCE MAJEURE

Neither Party shall be considered in default with respect to any obligation hereunder, other than the payment of money, if prevented from fulfilling such obligations by reason of any cause beyond its reasonable control, including, but not limited to, outages or interruptions due to weather, accidents, equipment failures or threat of failure, strikes, civil unrest, injunctions or

order of governmental or regulatory authority having jurisdiction ("Force Majeure"). If performance by either Party has been prevented by such event, the affected Party shall promptly notify the other Party of the existence, nature and expected duration of the event, and shall promptly and diligently attempt to remove the cause of its failure to perform, provided that neither Party shall be obligated to agree to any quick settlement of any strike or labor disturbance, that, in the affected Party's opinion, may be inadvisable or detrimental, or to appeal from any administrative or judicial ruling.

ARTICLE XV - TERMINATION ON DEFAULT

15.1 The term "Default" shall mean the failure of either Party to perform any material obligation in the time or manner provided in this Agreement. No Default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of Force Majeure as defined in this Agreement or the result of an act or omission of the other Party. Upon a Default, the non-defaulting Party shall give written notice of such Default to the defaulting Party. Except as provided in §15.2, the defaulting Party shall have thirty (30) days from receipt of the Default notice within which to cure such Default; provided however, if such Default is not capable of cure within thirty (30) days, the defaulting Party shall commence such cure within thirty (30) days after notice and continuously and diligently complete such cure within ninety (90) days from receipt of the Default notice; and, if cured within such time, the Default specified in such notice shall cease to exist.

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

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

ARTICLE XVI – MISCELLANEOUS PROVISIONS

16.1 Any undertaking by a Party to the other Party under this Agreement shall not constitute the dedication of the electrical system or any portion thereof of that Party to the public

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

16.2 IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER ANY PROVISION OF THIS AGREEMENT FOR ANY LOSSES, DAMAGES, COSTS OR EXPENSES FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT OR REVENUE, LOSS OF THE USE OF EQUIPMENT, COST OF CAPITAL, COST OF TEMPORARY EQUIPMENT OR SERVICES, WHETHER BASED IN WHOLE OR IN PART IN CONTRACT, IN TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY; PROVIDED, HOWEVER, THAT DAMAGES FOR WHICH A PARTY MAY BE LIABLE TO THE OTHER PARTY UNDER ANOTHER AGREEMENT WILL NOT BE CONSIDERED TO BE SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES HEREUNDER.

16.3 This Agreement shall not affect the obligations or rights of either Party with respect to other agreements. Each Party to this Agreement represents 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.

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

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

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

[signatures are on next page]

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

**AEP TEXAS NORTH
COMPANY**

**TAYLOR ELECTRIC
COOPERATIVE, INC.**

By: _____
Michael Heyeck
Vice President

By: _____
Darryl Schriver
General Manager and CEO

Date: _____

Date: _____

**GOLDEN SPREAD ELECTRIC
COOPERATIVE, INC.**

By: _____
Mark W. Schwirtz
President and General Manager

Date: _____

EXHIBIT "A"

FACILITY SCHEDULE NO.	LOCATION OF POINT(S) OF INTERCONNECTION (# of Points)	INTERCONNECTION VOLTAGE (kV)	LAST DATE(S) OF AMENDMENT IN THIS OR PREVIOUS INTERCONNECTION AGREEMENT*
1	Clyde (1)	12.5	June 18, 2002
2	Delk (1)	69.0	June 18, 2002
3	Denton Valley (1)	69.0	June 18, 2002
4	Ely (1)	69.0	June 18, 2002
5	Eula (1)	12.5	July 28, 2010
6	Fort Chadbourne (1)	12.5	June 18, 2002
7	Hamby (1)	12.5	June 18, 2002
8	Happy Valley (0)	-	June 18, 2002 July 28, 2010
9	Lowden (1)	12.5	June 15, 2007
10	Potosi ⁽¹⁾ (1)	138.0	June 18, 2002
11	Roberts (0)	-	June 18, 2002 July 28, 2010
12	Scott (1)	69.0	June 18, 2002
13	Scranton (1)	12.5	June 18, 2002
14	Sharp ⁽¹⁾ (1)	138.0	June 15, 2007
15	Tuscola ⁽²⁾ (1)	12.5	June 18, 2002
16	Kirby (1)	12.5	July 28, 2010

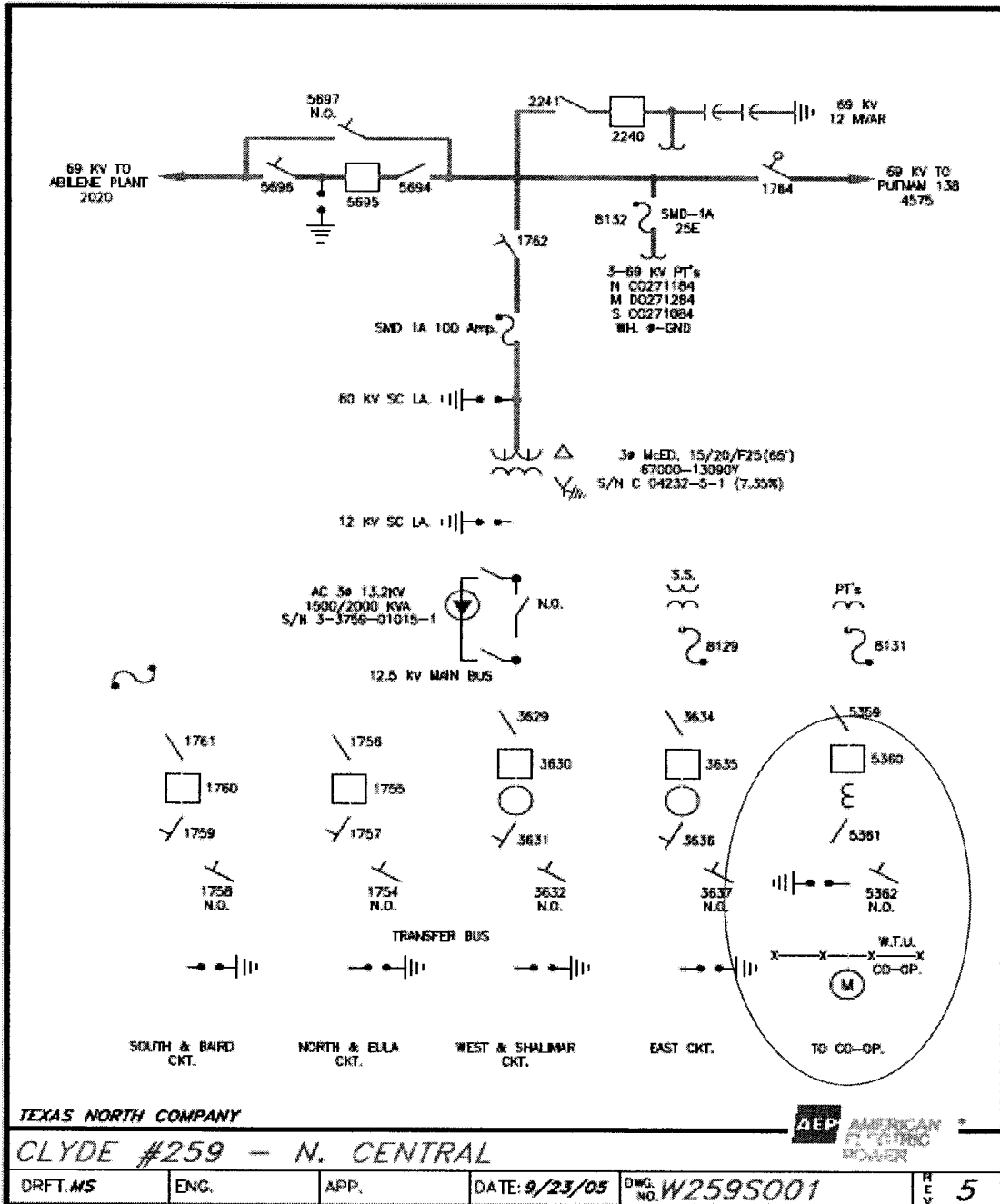
* These dates do not necessarily reflect the date that the Point of Interconnection was established.

(1) Metering equipment is owned by Cooperative or its designated representative at this Point of Interconnection

(2) Operating procedure is attached for this Point of Interconnection

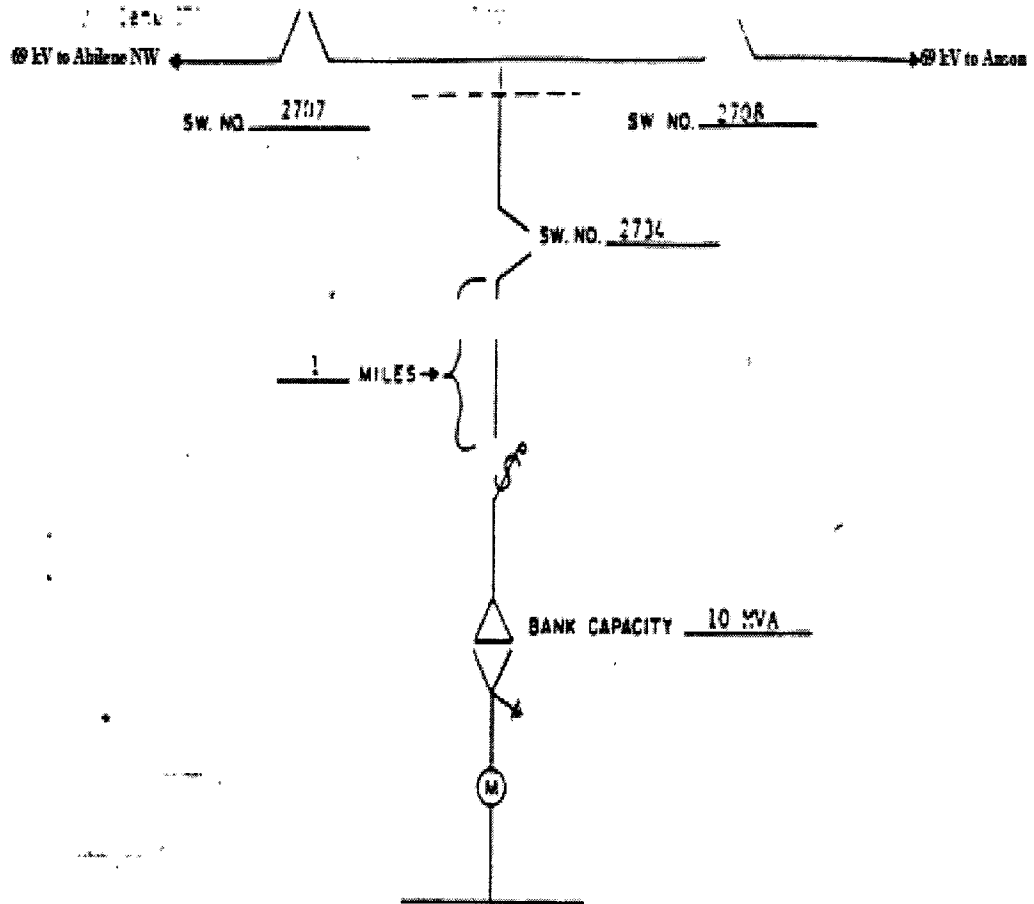
FACILITY SCHEDULE NO. 1

1. Name: **Clyde**
2. Facility Location: Point of Interconnection is outside of Company's Clyde substation, northwest of Clyde, TX, Callahan County, north side of IH-20.
3. Voltage at Point of Interconnection: 12.5 kV
4. Metered Voltage: 12.5 kV
5. Loss Adjustment Due To Meter Location: None
6. Normal Operation of Interconnection: Closed
7. One-Line Diagram Attached: Yes
8. Description of Facilities Installed and Owned by Each Party:
9. Operational Responsibilities of Each Party:
 - Each Party operates the facilities it owns.
10. Maintenance Responsibilities of the Parties:
 - Each Party maintains the facilities it owns.
11. Maximum Contract Demand: 2,100 kW
12. Other Terms and Conditions:
 - Cooperative is to have access to the OCR #5360 and load side disconnect switch #5361



FACILITY SCHEDULE NO. 2

1. Name: **Delk**
2. Facility Location: Point of Interconnection is in Cooperative's Delk substation located on County road, four and half (4.5) miles north of FM 3034, one (1) mile east of Hwy. 277.
3. Voltage at Point of Interconnection: 69.0 kV
4. Metered Voltage: 12.5 kV
5. Loss Adjustment Due to Meter Location: No
6. Normal Operation of Interconnection: Closed
7. One-Line Diagram Attached: Yes
8. Description of Facilities Installed and Owned by Each Party:
9. Operation Responsibilities of Each Party:
 - Each Party operates the facilities it owns.
10. Maintenance Responsibilities of Each Party:
 - Each Party maintains the facilities it owns.
11. Maximum Contract Demand: 4,100 kW
12. Other Terms and Conditions:
 - Company is to have access to Cooperative's switch #2734.
 - PT & CT sold to Cooperative

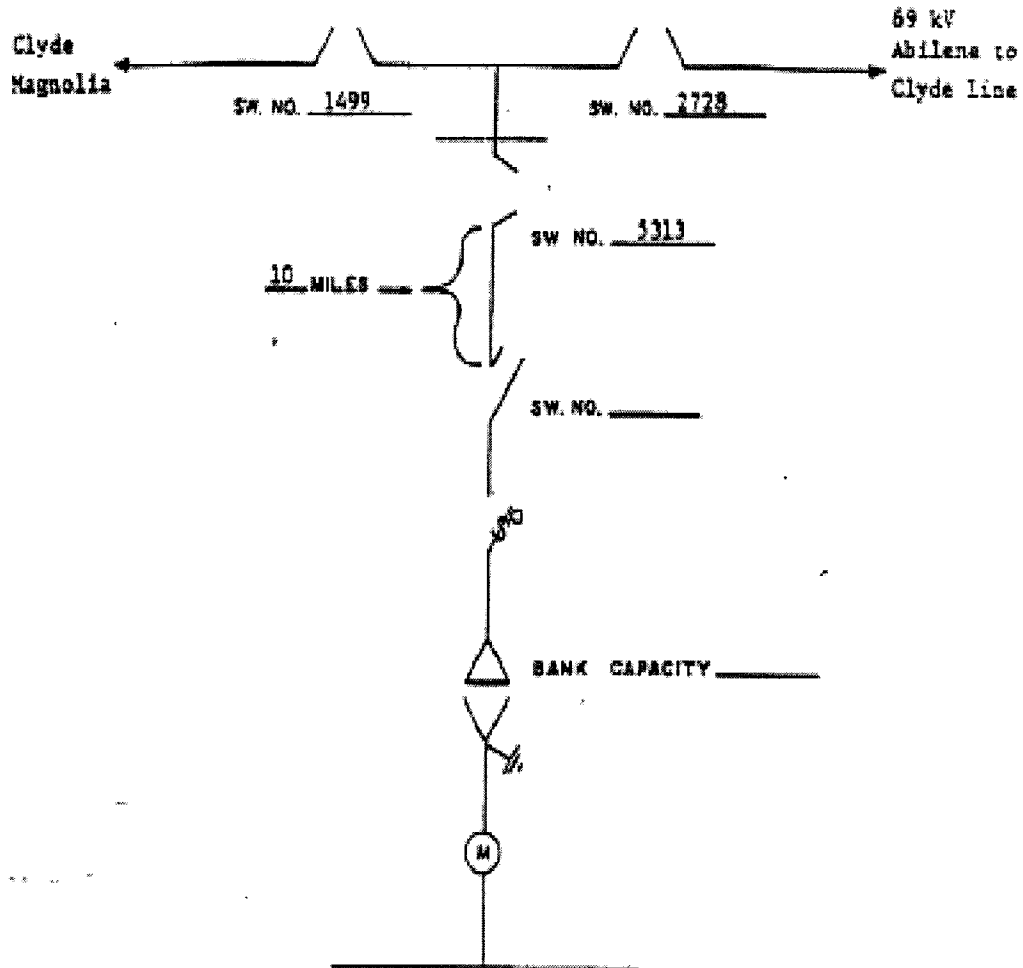


1. Dashed line indicates point of change in ownership.
2. West Texas Utilities Company is to have access to Taylor Electric Coop's Switch No. 2734.

COOPERATIVE	METER POINT NAME
Taylor Electric Cooperative, Inc.	Delk

FACILITY SCHEDULE NO. 3

1. Name: **Denton Valley**
2. Facility Location: Point of Interconnection is twenty-three (23) miles southeast of Abilene, TX, Callahan County on Highway 36 at the intersection of FM 604 in Cooperative's substation.
3. Voltage at Point of Interconnection: 69.0 kV
4. Metered Voltage: 12.5 kV
5. Loss Adjustment Due To Meter Location: No
6. Norman Operation of Interconnection: Closed
7. One-Line Diagram Attached: Yes
8. Description of Facilities Installed and Owned by Each Party:
9. Operation Responsibilities of Each Party:
 - Each Party operates the facilities it owns.
10. Maintenance Responsibilities of Each Party:
 - Each Party maintains the facilities it owns.
11. Maximum Contract Demand: 5,000 kW
12. Other Terms and Conditions:
 - Company is to have access to Cooperative's switch #5313
 - PT & CT sold to Cooperative

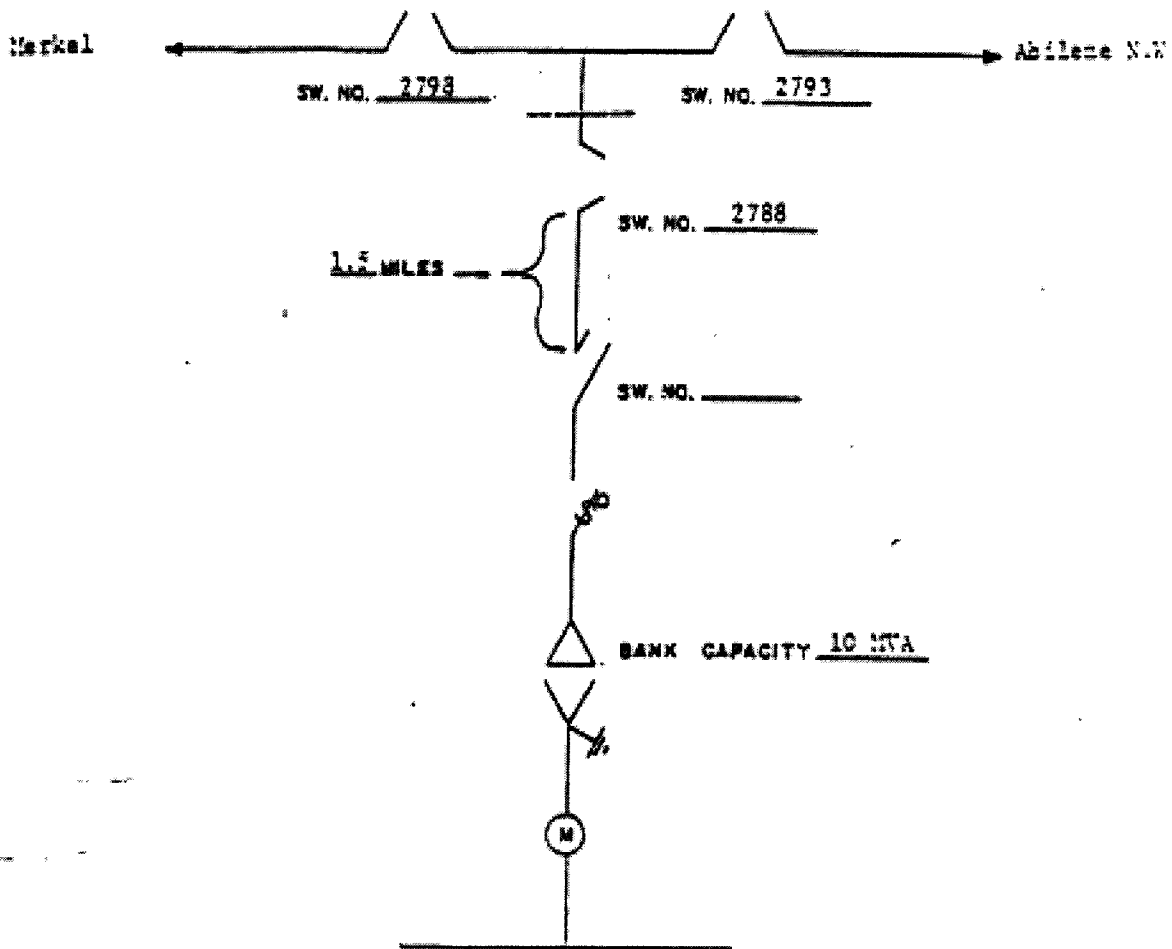


1. West Texas Utilities Co. is to have access to the Taylor Electric Cooperative switch indicated above as switch 3313.
2. Dashed line indicates change of ownership.

COOPERATIVE	METER POINT NAME
Taylor Electric Cooperative, Inc.	Denton Valley

FACILITY SCHEDULE NO. 4

1. Name: **Ely**
2. Facility Location: Point of Interconnection is in Cooperative's Ely substation at the north side of IH-20 near the intersection of Wells Lane and IH-20 approximately six (6) miles east of Merkel
3. Voltage at Point of Interconnection: 69.0 kV
4. Metered Voltage: 12.5 kV
5. Loss Adjustment Due To Meter Location: No
6. Normal Operation of Interconnection: Closed
7. One-Line Diagram Attached: Yes
8. Description of Facilities Installed and Owned by Each Party:
9. Operation Responsibilities of Each Party:
 - Each Party operates the facilities it owns.
10. Maintenance Responsibilities of Each Party:
 - Each Party maintains the facilities it owns.
11. Maximum Contract Demand: 9,200 kW
12. Other Terms and Conditions:
 - Company is to have access to Cooperative's switch #2788
 - PT & CT sold to Cooperative



1. Dashed line indicates point of change in ownership.
2. West Texas Utilities Company is to have access to Taylor Electric Coop's Switch No. 2788.

COOPERATIVE	METER POINT NAME
Taylor Electric Cooperative, Inc.	Ely

FACILITY SCHEDULE NO. 5

1. Name: **Eula**
2. Facility Location: Point of Interconnection is in
3. Voltage at Point of Interconnection: 12.5 kV
4. Metered Voltage: 12.5 kV
5. Loss Adjustment Due To Meter Location: No
6. Norman Operation of Interconnection: Closed
7. One-Line Diagram Attached: Yes
8. Description of Facilities Installed and Owned by Each Party:
9. Operation Responsibilities of Each Party:
 - Each Party operates the facilities it owns.
10. Maintenance Responsibilities of Each Party:
 - Each Party maintains the facilities it owns.
11. Maximum Contract Demand: 1,500 kW
12. Other Terms and Conditions:

Approved via Settlement Agreement
Docket #ER10-2057-000

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FACILITY SCHEDULE NO. 6

1. Name: **Fort Chadbourne**

2. Facility Location: Point of Interconnection is approximately 7,800 feet out of Company's Fort Chadbourne substation or one and one tenth (1.1) mile east of State Highway 70 at the south end of the Oak Creek Reservoir Dam, Coke County.

3. Voltage at Point of Interconnection: 12.5 kV

4. Metered Voltage: 12.5 kV

5. Loss Adjustment Due To Meter Location: No

6. Norman Operation of Interconnection: Closed

7. One-Line Diagram Attached: Yes

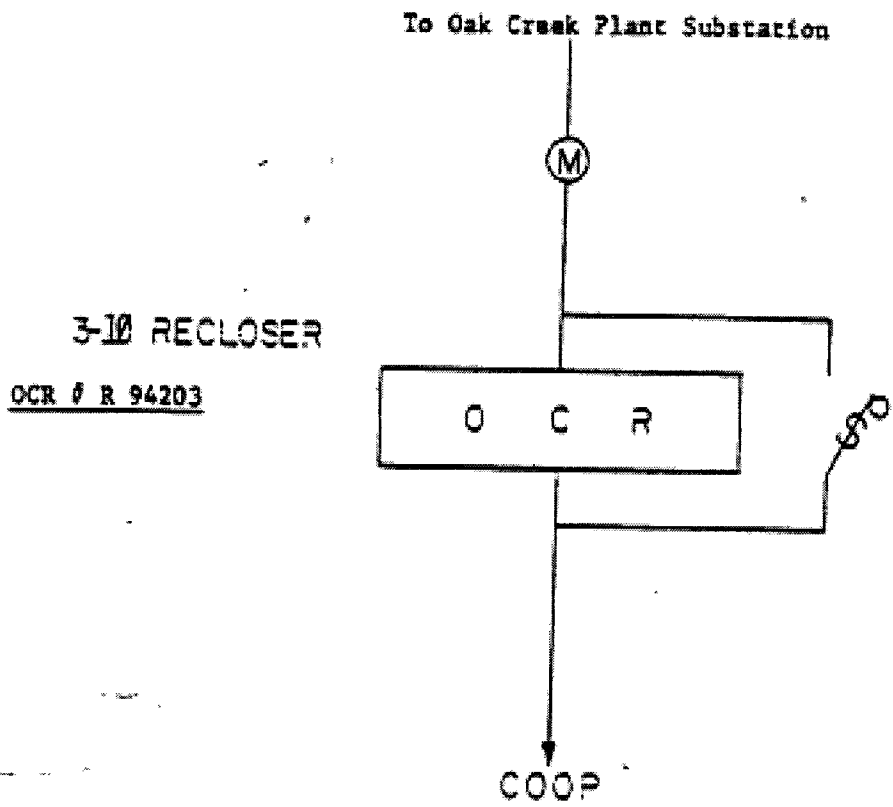
8. Description of Facilities Installed and Owned by Each Party:

9. Operation Responsibilities of Each Party:
 - Each Party operates the facilities it owns.

10. Maintenance Responsibilities of Each Party:
 - Each Party maintains the facilities it owns.

11. Maximum Contract Demand: 1,000 kW

12. Other Terms and Conditions:
 - Cooperative is to have access to OCR #R94203



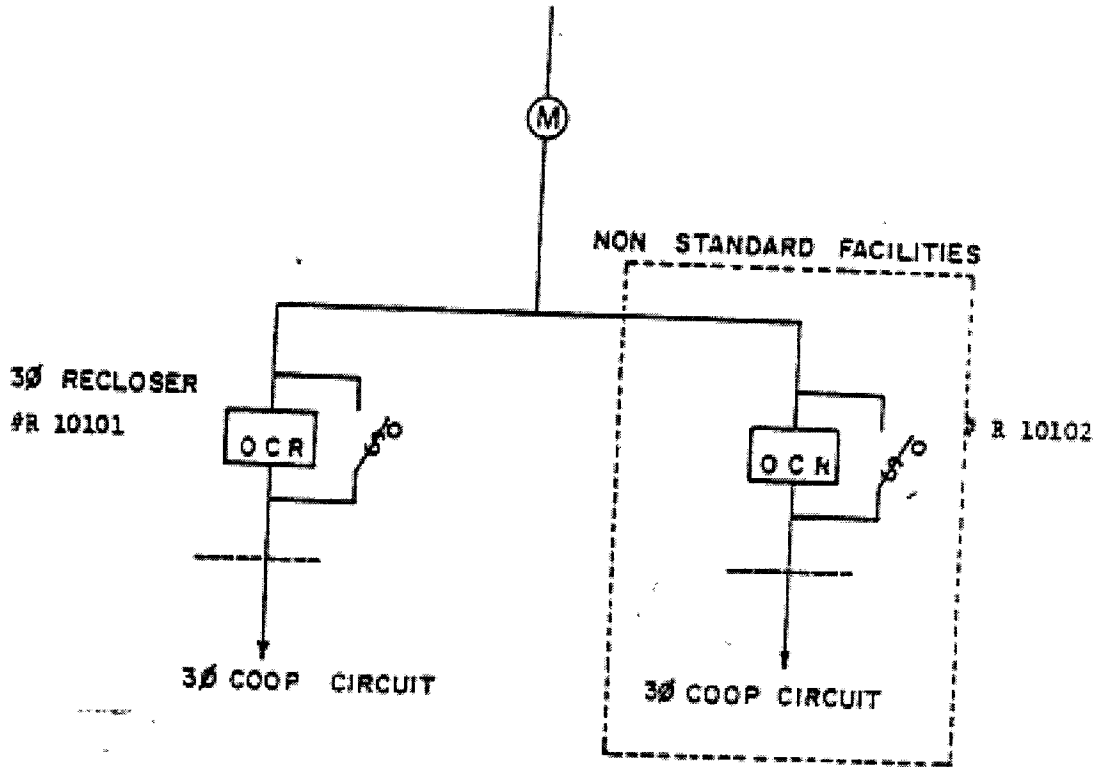
3-10 RECLOSER
OCR # R 94203

- 1. Taylor Electric Coop is to have access to OCR # 94203.

COOPERATIVE	METER POINT NAME
Taylor Electric Cooperative, Inc.	Ft. Chadbourne

FACILITY SCHEDULE NO. 7

1. Name: **Hamby**
2. Facility Location: Point of Interconnection is approximately 28,300 feet out of the Company's Rainey Creek substation, on north side of Highway 351 at Hamby, TX, Taylor County.
3. Voltage at Point of Interconnection: 12.5 kV
4. Metered Voltage: 12.5 kV
5. Loss Adjustment Due To Meter Location: No
6. Norman Operation of Interconnection: Closed
7. One-Line Diagram Attached: Yes
8. Description of Facilities Installed and Owned by Each Party:
9. Operation Responsibilities of Each Party:
 - Each Party operates the facilities it owns.
10. Maintenance Responsibilities of Each Party:
 - Each Party maintains the facilities it owns.
11. Maximum Contract Demand: 1,600 kW
12. Other Terms and Conditions:
 - Cooperative is to have access to OCR #R10101 and #R10102



1. Taylor Electric Coop is to have access to OCR Number R 10101 and R 10102.
2. Dashed line indicated point of change in ownership.

COOPERATIVE	METER POINT NAME
Taylor Electric Cooperative, Inc.	Hamby

FACILITY SCHEDULE NO. 8

1. **Name: Happy Valley (TERMINATED)**

FACILITY SCHEDULE NO. 9

1. Name: **Lowden**

2. Facility Location: Point of Interconnection is west of 1850 E. Lowden St. (N32-28.905, W99-41.610) in Abilene, TX, Taylor County, approximately two (2) miles outside Company's Aileen substation

3. Voltage at Point of Interconnection: 12.5 kV
4. Metered Voltage: 12.5 kV
5. Loss Adjustment Due To Meter Location: No
6. Norman Operation of Interconnection: Closed
7. One-Line Diagram Attached: No
8. Description of Facilities Installed and Owned by Each Party:
9. Operation Responsibilities of Each Party:
 - Each Party operates the facilities it owns.
10. Maintenance Responsibilities of Each Party:
 - Each Party maintains the facilities it owns.
11. Maximum Contract Demand: 3,000 kW
12. Other Terms and Conditions:

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FACILITY SCHEDULE NO. 10

1. Name: **Potosi**

2. Facility Location: Point of Interconnection is at tap off Company's S. Abilene-Lake Leon 138 kV line 7,260 feet east of Hwy 36, 1,657 feet south of County Road 250. Meter is in Cooperative's substation 1,904 feet east of Hwy 36 on north side of County Road 238.

3. Voltage at Point of Interconnection: 138 kV

4. Metered Voltage: 12.5 kV

5. Loss Adjustment Due To Meter Location: No

6. Normal Operation of Interconnection: Closed

7. One-Line Diagram Attached: Yes

8. Description of Facilities Installed and Owned by Each Party:

9. Operation Responsibilities of Each Party:
 - Each Party operates the facilities it owns.

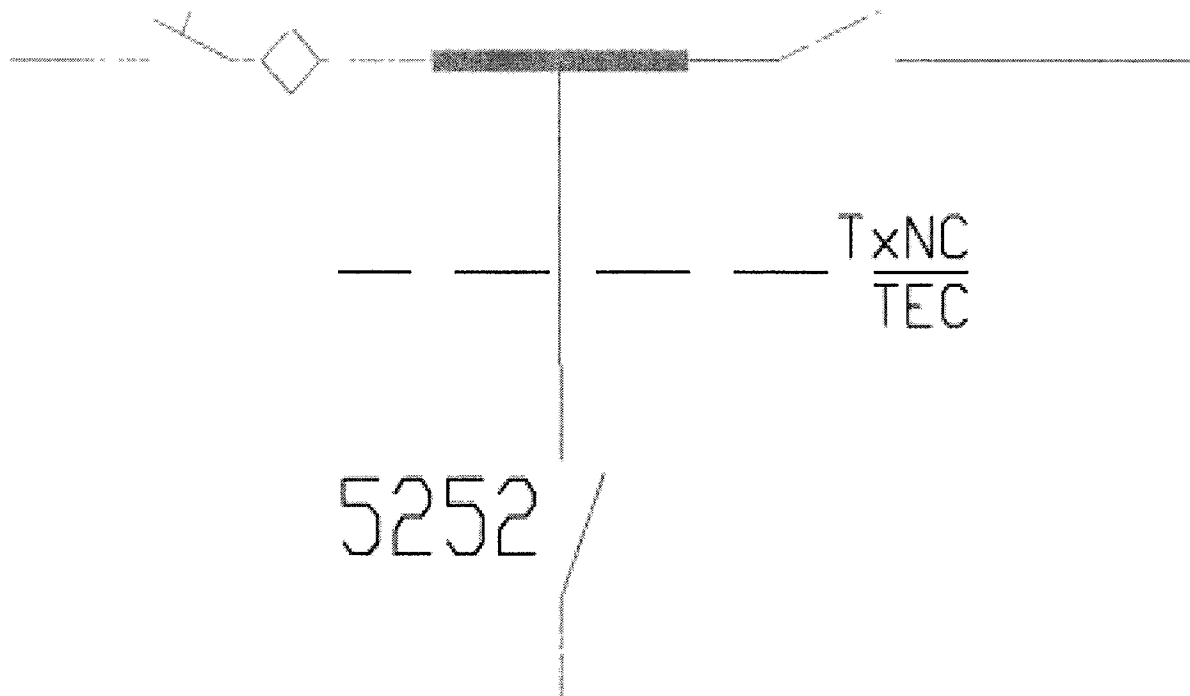
10. Maintenance Responsibilities of Each Party:
 - Each Party maintains the facilities it owns.

11. Maximum Contract Demand:

12. Other Terms and Conditions:
 - Metering equipment is owned by Cooperative or its designated representative at this Point of Interconnection

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FACILITY SCHEDULE NO. 11

- 1. Name: Robert(TERMINATED)**

FACILITY SCHEDULE NO. 12

1. Name: **Scott**

2. Facility Location: Point of Interconnection is in the Cooperative's 69/2.4 kV substation located two (2) miles south of I-20 half way between Merkel, TX and Trent, TX, Taylor County.

3. Voltage at Point of Interconnection: 69.0 kV

4. Metered Voltage: 2.4 kV

5. Loss Adjustment Due To Meter Location: No

6. Norman Operation of Interconnection: Closed

7. One-Line Diagram Attached: Yes

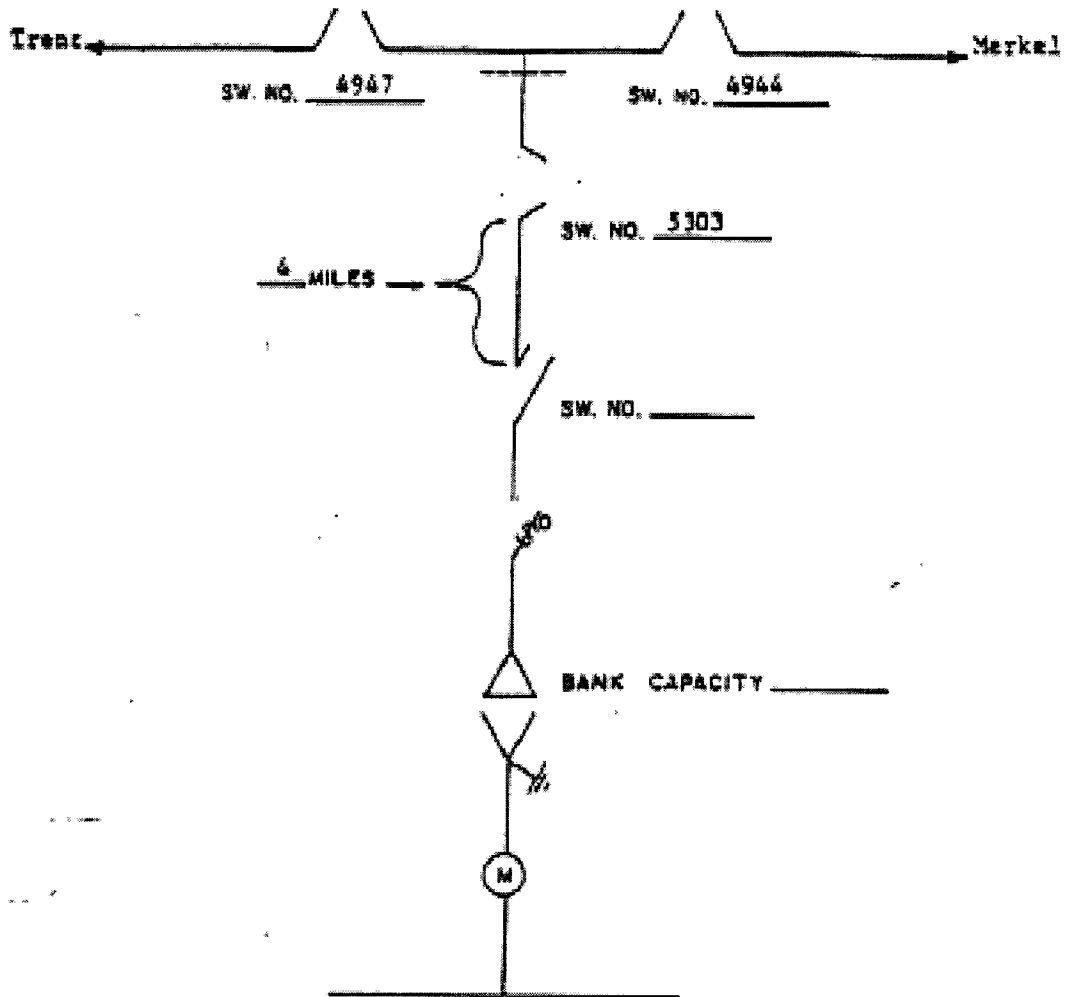
8. Description of Facilities Installed and Owned by Each Party:

9. Operation Responsibilities of Each Party:
 - Each Party operates the facilities it owns.

10. Maintenance Responsibilities of Each Party:
 - Each Party maintains the facilities it owns.

11. Maximum Contract Demand: 2,300 kW

12. Other Terms and Conditions:
 - Company is to have access to Cooperative switch 5303
 - PT & CT sold to Cooperative



1. West Texas Utilities is to have access to the Taylor Electric Co-op switch indicated above as switch 5303.
2. Dashed line indicates change of ownership.

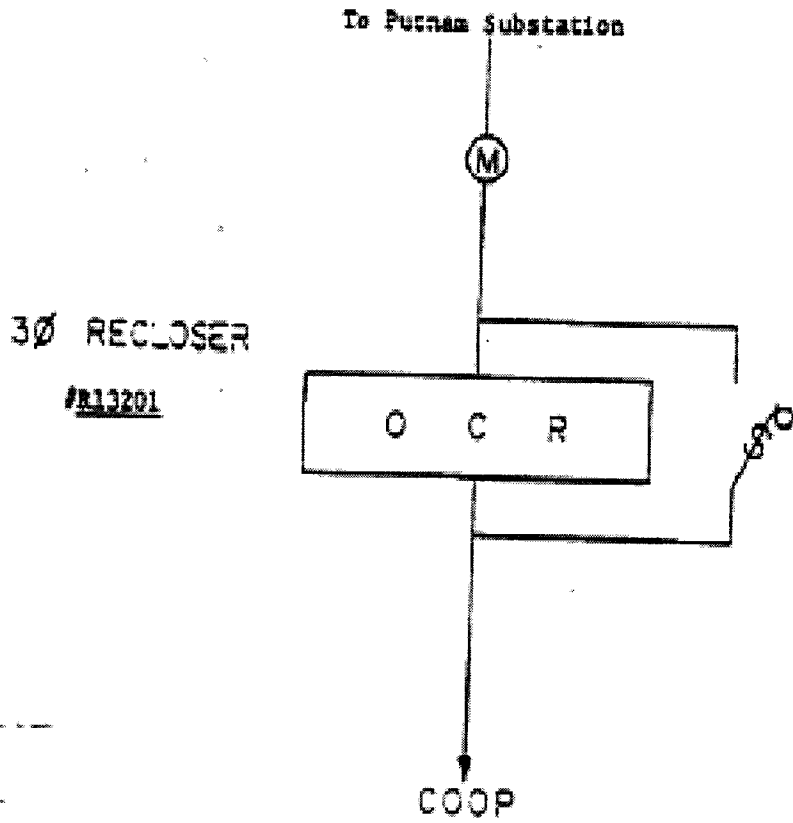
COOPERATIVE	METER POINT NAME
Taylor Electric Cooperative, Inc.	Scott

FACILITY SCHEDULE NO. 13

1. Name: **Scranton**

2. Facility Location: Point of Interconnection is at the intersection of FM 880 and FM 1864 five (5) miles south of Putnam, TX.

3. Voltage at Point of Interconnection: 12.5 kV
4. Metered Voltage: 12.5 kV
5. Loss Adjustment Due To Meter Location: No
6. Norman Operation of Interconnection: Closed
7. One-Line Diagram Attached: Yes
8. Description of Facilities Installed and Owned by Each Party:
9. Operation Responsibilities of Each Party:
 - Each Party operates the facilities it owns.
10. Maintenance Responsibilities of Each Party:
 - Each Party maintains the facilities it owns.
11. Maximum Contract Demand: 1,400 kW
12. Other Terms and Conditions:
 - Cooperative is to have access to OCR #R13201



1. Taylor Electric Co-op is to have access to OCR #R13201.
2. OCR #R13201 is a proposed facility that is to be installed at the meter point.

COOPERATIVE	METER POINT NAME
Taylor Electric Cooperative, Inc.	Scranton

FACILITY SCHEDULE NO. 14

1. Name: **Sharp**

2. Facility Location: Point of Interconnection is at tap off Company's S. Abilene-Elm Creek 138 kV line approximately 1,500 feet west of Company's Abilene South Substation near the intersection of Waldrop Lane and US Hwy 83. Meter is in Cooperative's substation less than one span from the tap.

3. Voltage at Point of Interconnection: 138 kV

4. Metered Voltage: 12.5 kV

5. Loss Adjustment Due To Meter Location: No

6. Norman Operation of Interconnection: Closed

7. One-Line Diagram Attached: Yes

8. Description of Facilities Installed and Owned by Each Party:

9. Operation Responsibilities of Each Party:
 - Each Party operates the facilities it owns.

10. Maintenance Responsibilities of Each Party:
 - Each Party maintains the facilities it owns.

11. Maximum Contract Demand:

12. Other Terms and Conditions:
 - Metering equipment is owned by Cooperative or its designated representative at this Point of Interconnection

7107 TEC 7108
Vacuum Vacuum

