

Control Number: 35077



Item Number: 254

Addendum StartPage: 0

**PUBLIC UTILITY COMMISSION OF TEXAS**  
**Substantive Rule 25.195(e)**

**Project No. 35077**

**INTERCONNECTION AGREEMENT**

**AMENDMENT 2**

**DATED AS OF AUGUST 18, 2011**

**BETWEEN**  
**AEP TEXAS CENTRAL COMPANY**  
**AND**  
**SOUTH TEXAS ELECTRIC COOPERATIVE, INC.**

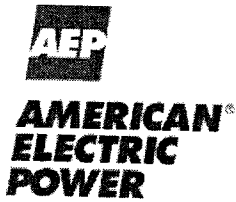
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**SEPTEMBER 9, 2011**

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**American Electric Power**  
1 Riverside Plaza  
Columbus, Ohio 43215  
AEP.com

September 7, 2011

Honorable 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. ER11-4448-000  
Service Agreement No. 341 under the Open Access  
Transmission Service Tariff of the American Electric Power;  
Amendment #2 to the Amended and Restated  
Interconnection Agreement between AEP Texas  
Central Company and South Texas Electric Cooperative, Inc.

Dear Secretary Bose:

American Electric Power Service Corporation ("AEPSC"), on behalf of its affiliate AEP Texas Central Company, hereby submits the following tariff record:

- Service Agreement No. 341 (the "Agreement") under the Open Access Transmission Service Tariff of American Electric Power (the "OATT"), which is a fully executed Amendment #2 to the Amended and Restated Interconnection Agreement (the "Amendment") dated August 18, 2011 among AEP Texas Central Company ("Company") and South Texas Electric Cooperative, Inc. ("Cooperative").

Pursuant to Section 35.7 of the Commission's regulations,<sup>1</sup> 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**

The Amended and Restated Interconnection Agreement between AEP Texas Central Company and South Texas Electric Cooperative, Inc. was last amended on the effective date of March 29,

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<sup>1</sup> 18 C.F.R. § 35.7 (2010).

2010, and accepted by the Commission in Docket No. ER10-1111-000 as Service Agreement No. 341 under the OATT.

The Amendment filed herein reflects the amendment to Article 3, Definitions, by adding a new section regarding language to Force Majeure and Article 9, Indemnification, by adding a new section regarding language to indemnification. The parties also agreed to amend the Agreement with three new facilities schedules that provide for the following points of interconnection: 1) Facilities Schedule No. 54, Lyssy, with two (2) points of interconnection is located between the towns of Falls City and Campbellton in Karnes County Texas. The Lyssy substation is interconnecting to the Company's Pleasanton-Kenedy 138 kV transmission line; 2) Facilities Schedule No. 55, Montell with two (2) points of interconnection is located between the towns of Campwood and Uvalde in Uvalde County, Texas. The Montell substation is interconnecting to the Company's Uvalde to Campwood 69 kV transmission line; 3) Facilities Schedule No. 56, Sunniland with two (2) points of interconnection is located between the towns of Whitsett and Three Rivers in Live Oak County, Texas. The Sunniland substation is interconnecting to the Company's Three Rivers to Coy City 69 kV transmission line.

The OATT that is on file with this Commission provides transmission service to the TSP's wholesale customers in the Electric Reliability Council of Texas (the "ERCOT"). Amendments to transmission interconnection agreements such as the Agreement are transmission service agreements under the OATT that are required to be filed with this Commission and the Public Utility Commission of Texas (the "PUCT").

This Agreement includes fourteen Articles, one Exhibit, and fifty-six Facilities Schedules. The Articles contain the general terms and conditions. Exhibit A contains the point of interconnections in tabular format and the Facilities Schedules describing the agreement on ownership, installation, control, operation, and maintenance responsibilities of the parties at the points of interconnection.

### **Cost Information**

Cooperative agrees that if it cancels the request for these point(s) of interconnection prior to energizing these point(s) of interconnection or if Cooperative terminates these point(s) of interconnection because the facilities are not required, Cooperative agrees to pay the actual installed costs incurred and committed to be incurred by Company, and the actual costs of removal of the Company material and equipment, that Company determines cannot be recovered through transmission cost of service rates. The estimated total installed cost of the Company facilities for each of the three facility schedules point(s) of interconnection are Lyssy (\$4,248,700); Montell (\$2,272,100); and Sunniland (\$2,272,100) which Cooperative agrees is reasonable.

### **Requested Effective Date of This Agreement**

AEPSC requests an effective date of August 18, 2011 for this Amendment. That date coincides with the Effective Date of this Amendment. AEPSC has attached copies of the Amendment for posting in eLibrary.

### **Other Filing Requirements and Waivers**

AEPSC believes that the materials and information provided herewith are adequate to allow the Commission to accept this Agreement for filing. 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, AEPSC provides the following materials for filing:

- Enclosure 1: a clean copy of the Agreement, as amended by this Amendment, that is designated as Original Service Agreement No. 341 under the OATT, including all of its Articles, Exhibit and Facilities Schedules, in .PDF format
- Enclosure 2: a red-line copy of the Agreement, as amended by this Amendment, that is designated as Original Service Agreement No. 341 under the OATT, including all of its Articles, Exhibit and Facilities Schedules, 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 have been served upon the PUCT and the Generator. Any correspondence regarding this matter should be directed to:

Robert L. Pennybaker  
Director – Transmission and Interconnection Services  
American Electric Power Service Corporation  
212 E 6<sup>th</sup> 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

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

Honorable Kimberly D. Bose  
September 7, 2011  
Page 4 of 4

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

Respectfully submitted,

---

Anne M. Vogel  
Senior Counsel  
American Electric Power Service Corporation

Enclosures

cc:

Dotty Disanto (STEC)  
Robert Pennybaker (AEPSC)  
Lauri White (AEPSC)  
Steve Beaty (AEPSC)  
John Seidensticker (AEPSC)  
James R. Bacha (AEPSC)

**AMENDMENT NO. 2 TO THE  
AEP TEXAS CENTRAL COMPANY  
AND  
SOUTH TEXAS ELECTRIC COOPERATIVE, INC  
AMENDED AND RESTATED INTERCONNECTION AGREEMENT**

This Amendment No. 2 to the AEP Texas Central Company and South Texas Electric Cooperative, Inc. Amended and Restated Interconnection Agreement (this "Amendment") is made by and between AEP Texas Central Company ("Company") and South Texas Electric Cooperative, Inc., ("Cooperative") as of August 18, 2011. Company and Cooperative are each sometimes hereinafter referred to individually as a "Party" or collectively as the "Parties."

**WITNESSETH**

WHEREAS, Company and Cooperative are parties to the certain Amended and Restated Interconnection Agreement dated as of February 19, 2010 (the "Interconnection Agreement");

WHEREAS, the Interconnection Agreement provides terms and conditions that allow a Point of Interconnection be added to, deleted from or amended to the Interconnection Agreement as mutually agreed by the Parties, whereby such addition or deletion or amendments be recorded in Exhibit A and a Facility Schedule be added, deleted or amended in such a way that the numbering of the other Facility Schedules in the Interconnection Agreement is not changed; and

WHEREAS, the Parties have agreed to amend the Interconnection Agreement by adding new Facilities Schedules No. 54, 55, and 56 that provides for the Lyssy, Montell, and Sunniland Point(s) of Interconnection respectively.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants set forth herein, the Parties agree as follows:

**I. CAPITALIZED TERMS**

Capitalized terms used but not otherwise defined herein shall have the meanings specified in the Interconnection Agreement, as amended and supplemented by this Amendment.

**II. ADDITIONS AND AMENDMENTS**

A. The Parties amend Article 3 by adding the following as Section 3.6 and renumbering Sections 3.6, 3.7 and 3.8 as 3.7, 3.8, and 3.9:

Force Majeure shall mean any act or event beyond the reasonable control of the Party claiming force majeure, and occurring or arising without the fault of negligence of such Party, which materially prevents, delays, or impairs the performance of such Party's obligations under this Agreement, including storm, flood, lightning, earthquake, fire,

explosion, failure or imminent failure of equipment or facilities, civil unrest, strike, boycott, or other labor disturbance, sabotage, terrorism, war, national emergency, or the operation of any applicable law that is not an adjudication against such party for violation of applicable law.

B. The Parties amend Article 9 by adding the following as Section 9.2:

In no event will either Party be liable to the other for any special, indirect, incidental, consequential, punitive, or exemplary damages (including loss of profit or revenue, loss of use of equipment, cost of capital, or damage to reputation or relations) arising under or in connection with this Agreement, whether based in contract, tort, strict liability, statutory liability, or any other theory of liability.

C. Effective as of the date first written above, (1) Facility Schedule No. 54, 55, and 56 attached hereto is hereby added to the Interconnection Agreement and (2) Exhibit A of the Interconnection Agreement is hereby amended and superseded by the revised Exhibit A attached hereto.

### **III. RATIFICATION OF OTHER TERMS**

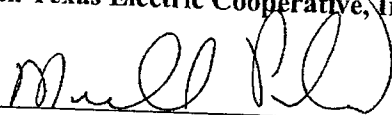
All other terms and conditions of the Interconnection Agreement which are not specifically amended by this Amendment shall remain unchanged and are hereby ratified by the Parties and shall continue to be in full force and effect.

**[The remainder of this page intentionally left blank.  
The next page of this document is the signatory page]**



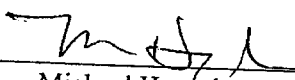
IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed in two (2) counterparts, each of which shall be deemed an original but both shall constitute one and the same instrument.

**South Texas Electric Cooperative, Inc.**

By:   
Michael Packard  
General Manager

Date: 8/9/11

**AEP Texas Central Company**

By:   
Michael Heyeck  
Vice President

Date: 8/17/11

<b>AEP LEGAL</b>	
BY:	<u>JWS</u>
DATE:	<u>8-17-11</u>

# EXHIBIT A

FACILITY SCHEDULE NO.	INTERCONNECTION NAME	INTERCONNECTION VOLTAGE (KV)	LAST DATE INCLUDED OR AMENDED IN EARLIER AGREEMENT*
1	Port Lavaca	69	December 14, 1990 February 19, 2010
2	Loyola	138	May 28, 1992 February 19, 2010
3	Casa Blanca	69	December 11, 1980 February 19, 2010
4	George West	138	December 11, 1980 February 19, 2010
5	Fannin	69	December 11, 1980 February 19, 2010
6	Midfield West Tie Line	69	December 11, 1980 February 19, 2010
7	Markham Tie Line	69	October 16, 1981 February 19, 2010
8	Blessing	138	August 25, 1980 February 19, 2010
9	Victoria	138	February 6, 1979 February 19, 2010
10	Orange Grove	138	September 28, 1989 February 19, 2010
11	Sigmor Tie Line	138	August 25, 1980 February 19, 2010
12	Calallen	69	February 6, 1979 February 19, 2010
13	San Miguel	138	June 29, 1981 February 19, 2010
14	Palacios	69	October 16, 1981 February 19, 2010
15	San Diego	69	October 16, 1981 February 19, 2010
16	City of Robstown	69	June 9, 1999 May 1, 2003 February 19, 2010
17	Pioneer (TXI)	-	Terminated 2008
18	Pawnee	-	Terminated 2004
19	Carbide	69	October 9, 2000 February 19, 2010

**EXHIBIT A (continued)**

<b>FACILITY SCHEDULE NO.</b>	<b>INTERCONNECTION NAME</b>	<b>INTERCONNECTION VOLTAGE (KV)</b>	<b>LAST DATE INCLUDED OR AMENDED IN EARLIER AGREEMENT*</b>
20	Warburton Road	138	October 9, 2000 April 30, 2002 February 19, 2010
21	Mathis	69	October 9, 2000 July 19, 2001 February 19, 2010
22	Batesville	138	February 6, 1979 February 19, 2010
23	Bruni	138	February 6, 1979 February 19, 2010
24	Devine	-	February 6, 1979 February 19, 2010 Terminated March 29, 2010
25	Dilley	138	February 6, 1979 February 19, 2010
26	Moore	138	February 6, 1979 February 19, 2010
27	Sabinal	69	February 6, 1979 February 19, 2010
28	Turtle Creek	69	November 29, 1999 August 30, 2000 February 19, 2010
29	Downie	138	November 29, 1999 November 1, 2002 February 19, 2010
30	Garza	138	October 1, 2001 February 19, 2010
31	Lopeno	138	October 1, 2001 February 19, 2010
32	University	138	October 1, 2001 February 19, 2010
33	Randado Tie	69	October 1, 2001 February 19, 2010
34	Union Carbide Brownsville	138	July 24, 2001 February 19, 2010
35	Las Milpas	138	July 24, 2001 February 19, 2010

**EXHIBIT A (continued)**

<b>FACILITY SCHEDULE NO.</b>	<b>INTERCONNECTION NAME</b>	<b>INTERCONNECTION VOLTAGE (KV)</b>	<b>LAST DATE INCLUDED OR AMENDED IN EARLIER AGREEMENT*</b>
36	North Edinburg 138	138	July 24, 2001 February 19, 2010
37	Pharr	138	July 24, 2001 February 19, 2010
38	North Edinburg 69	69	July 24, 2001 February 19, 2010
39	Raymondville No. 2	138	July 24, 2001 February 19, 2010
40	Port Mansfield Tie Line	12.47	July 24, 2001 February 19, 2010
41	Rangerville	138	July 24, 2001 February 19, 2010
42	Rio Hondo	138	July 24, 2001 February 19, 2010
43	Weslaco	138	July 24, 2001 June 26, 2002 February 19, 2010
44	Coffee Port	138	July 24, 2001 February 19, 2010
45	F. Yturria	138	July 24, 2001 February 19, 2010
46	Aderhold	138	June 26, 2002 February 19, 2010
47	Greta Tie Line	12.47	February 19, 2010
48	Capehart Tie Line	12.47	February 19, 2010
49	Hi-Line	138	February 19, 2010
50	Key	138	February 19, 2010 March 29, 2010
51	Laureles	138	February 19, 2010
52	North Laredo	138	February 19, 2010
53	Franklins Camp	NA	February 19, 2010
54	Lyssy	138	August 18, 2011
55	Montell	69	August 18, 2011
56	Sunniland	69	August 18, 2011

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

## FACILITY SCHEDULE NO. 54

1. **Name:** Lyssy
2. **Facility Location:** The Lyssy Substation (the "Substation") is located between the towns of Falls City and Campbellton, south of FM 791 and west of CR199 in Karnes County, Texas. The Substation is connected to Company's 138 kV Pleasanton-Kenedy transmission line approximately 22.55 transmission miles east of the Pleasanton substation and approximately 17.45 transmission miles west of the Kenedy switch station. The two (2) Points of Interconnection are within the Substation at 1) the 138 kV line-side of the disconnect switch of transformer #1 ("T-1"), and 2) the 138 kV line-side of the disconnect switch of transformer #2 ("T-2"). More specifically the Points of Interconnection are where the conductors from the 138 kV bus facilities physically contact the 138 kV bus-side of the switches.
3. **Delivery Voltage:** 138 kV
4. **Metered Voltage:** 24.94 kV
5. **Loss Adjustment Due To Meter Location:** Yes, metered load compensated for transformer losses
6. **Normal Operation of Interconnection:** Closed
7. **One-Line Diagram Attached:** Yes
8. **Facilities Ownership and Installation Responsibilities of the Parties:**
  - A. Cooperative will install and own the following facilities:
    - Control house with cable trays in the concrete floor
    - T-1 and associated high-side 138 kV disconnect switch and high-side 138 kV circuit switcher
    - T-2 and associated high-side 138 kV disconnect switch and high-side 138 kV circuit switcher
    - One set of three multi-ratio, tank mounted, CT's in the primaries of T-1 and T-2 for Company use in bus differential protection
    - Transformer differential and distribution bus and feeder relaying
    - All distribution voltage level facilities including the metering instrument transformers
    - Property, site work, fencing, ground grid
    - RTU and associated communications facilities
    - Communication and distribution feeder breaker battery back-up systems if needed
    - Substation service facilities
    - All other facilities not specified or specifically associated with the items listed below as Company property

- B. Company will install and own the following facilities:
- the 138 kV Pleasanton-Kenedy transmission line
  - breaker and motor operated line switches on the Lyssy-Kenedy 138 kV transmission line and associated relaying facilities
  - breaker and motor operated line switches on the Lyssy-Pleasanton 138 kV transmission line and associated relaying facilities
  - 125 VDC battery back-up system (batteries, AC/DC panel, charger, rack and accessories) within Cooperative's control house
  - 138 kV bus differential protection
  - all control cables required for the control and protection of the Company-owned 138 kV facilities including cables for the operation of the motor operated line switches to Pleasanton substation and Kenedy switch station
  - RTU and associated communications facilities
  - Approximately 0.9 miles of double circuit 138 kV transmission line connecting the Substation to the Pleasanton to Kenedy transmission line.
  - Metering facilities located in the control house connected to the secondary wiring of Cooperative's instrument transformers
  - Power potential transformer for station service

Each Party provides its own SCADA communication circuit from its RTU to its control center unless a mutually agreeable alternative solution is reached. Each Party provides and maintains a monitor-only communications port on its RTU for use by the other Party to locally interrogate interconnection data as determined by mutual agreement or as specified herein. Cooperative provides transformer MW and MVAR load data to Company via Cooperative's monitor-only RTU communications port as described above. Additionally, Cooperative provides transformer MW and MVAR load data to ERCOT via Inter-control Center Communications Protocol (ICCP).

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

- Each Party controls and operates all the facilities it owns except that Cooperative shall have access through use of dual locks to operate the high-side disconnect switches of T-1 and T-2, in compliance with Company dispatch instructions.

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

- Each Party is responsible for maintenance of the facilities it owns that are provided for in this Facility Schedule.

**11. Other Terms and Conditions:**

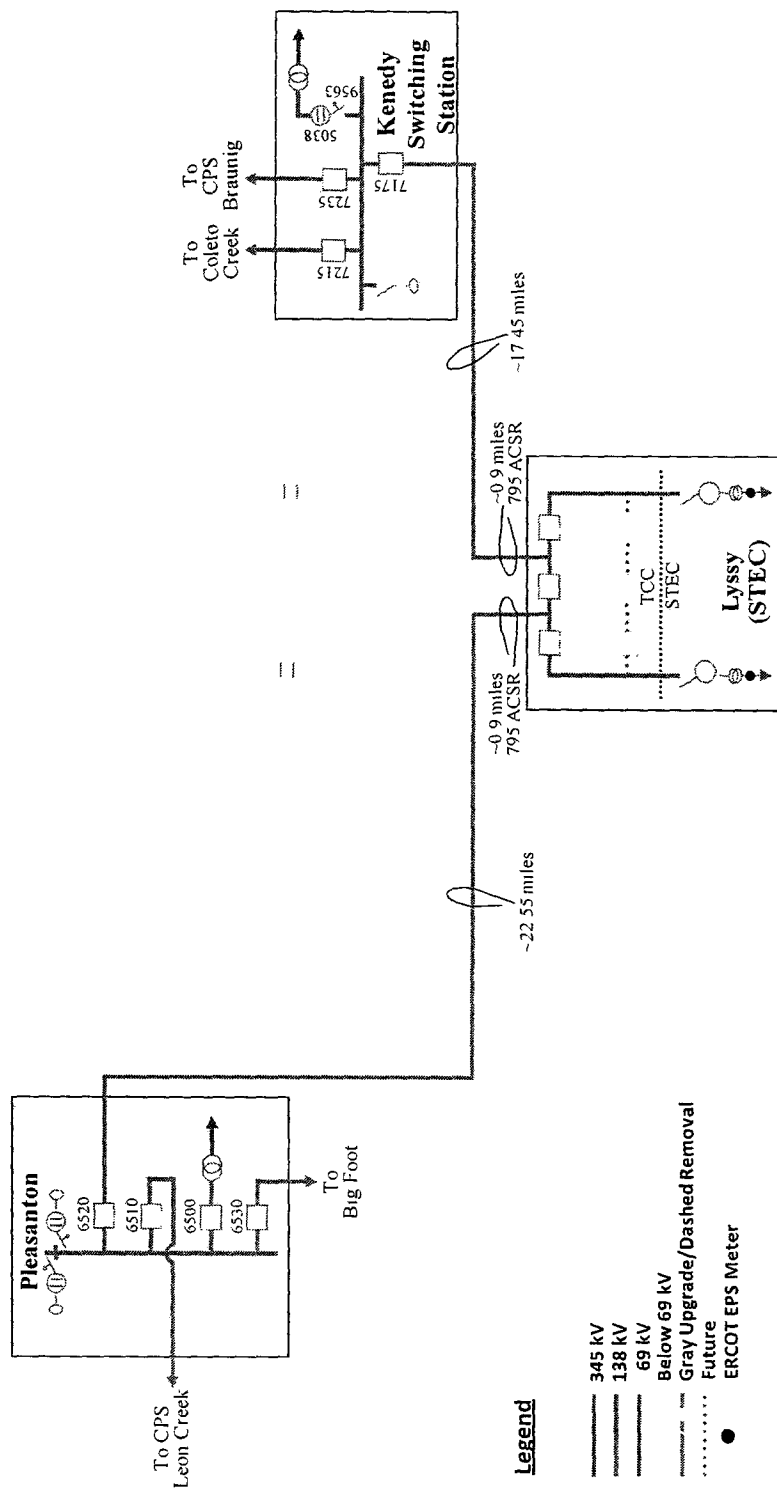
Both parties have access to the Substation with locks in the gates and access to the control house with dual locks in a hasp type arrangement or dead bolts on individual doors.

Cooperative recognizes that Company is installing the facilities described in Section 8(B) of this Facility Schedule to facilitate Cooperative's request for the new Points of

Interconnection identified in Section 2 of this Facility Schedule. If Cooperative cancels its request for these Points of Interconnection prior to energizing the Points of Interconnection or if Cooperative terminates the Points of Interconnection because the facilities are not required, Cooperative agrees to pay the actual installed costs incurred and committed to be incurred by Company, and the actual costs of removal of the Company material and equipment, that Company determines cannot be recovered through transmission cost of service rates. The total installed cost of the Company facilities described hereinabove is estimated to be Four Million Two Hundred Forty-eight Thousand Seven Hundred Dollars (\$4,248,700) which Cooperative agrees is reasonable.







## FACILITY SCHEDULE NO. 55

1. **Name:** **Montell**
2. **Facility Location:** The Montell Substation ("Substation") is located between Campwood and Uvalde along Hwy 55 in Uvalde County, Texas. The Substation is connected to the Uvalde-Campwood 69 kV transmission line, approximately 25.7 transmission line miles north-northwest of the Uvalde substation and approximately 11.1 transmission line miles south of the Campwood substation. The two (2) Points of Interconnection are within the Substation at the bus-side connector of the air disconnect switch(es) that sectionalize the Company's 69 kV bus from Cooperative's transformer(s).
3. **Delivery Voltage:** 69 kV
4. **Metered Voltage:** 24.94 kV
5. **Loss Adjustment Due to Meter Location:** Yes, meter compensates for transformer losses.
6. **Normal Operation of Interconnection:** Closed
7. **One-Line Diagram Attached:** Yes.
8. **Facilities Ownership and Installation Responsibilities of the Parties:**
  - A. Cooperative will install and own the following facilities:
    - the Substation and all the facilities within it, except for those facilities identified as being owned by Company
    - control house
    - RTU and associated communications facilities
    - site work, property, ground grid, fencing
    - transformer(s) and associated primary air disconnect switch(es) and protective device(s), and station service
    - battery back-up system(s)
  - B. Company will install and own the following facilities:
    - the 69 kV Uvalde-Campwood transmission line
    - the two (2) inline 69 kV, motor operated, air switches, one (1) bus-tie switch, and other facilities associated with the 69 kV line terminals
    - Metering facilities connected to Cooperative's 24.94 kV instrument transformers via secondary wiring located in the control house
    - RTU and associated communications facilities

Each Party provides its own SCADA communication circuit from its RTU to its control center unless a mutually agreeable alternative solution is reached. Each Party provides

and maintains a monitor-only communications port on its RTU for use by the other Party to locally interrogate interconnection data as determined by mutual agreement or as specified herein. Cooperative provides transformer MW and MVAR load data to Company via Cooperative's monitor-only RTU communications port as described above. Additionally, Cooperative provides transformer MW and MVAR load data to ERCOT via Inter-control Center Communications Protocol (ICCP).

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

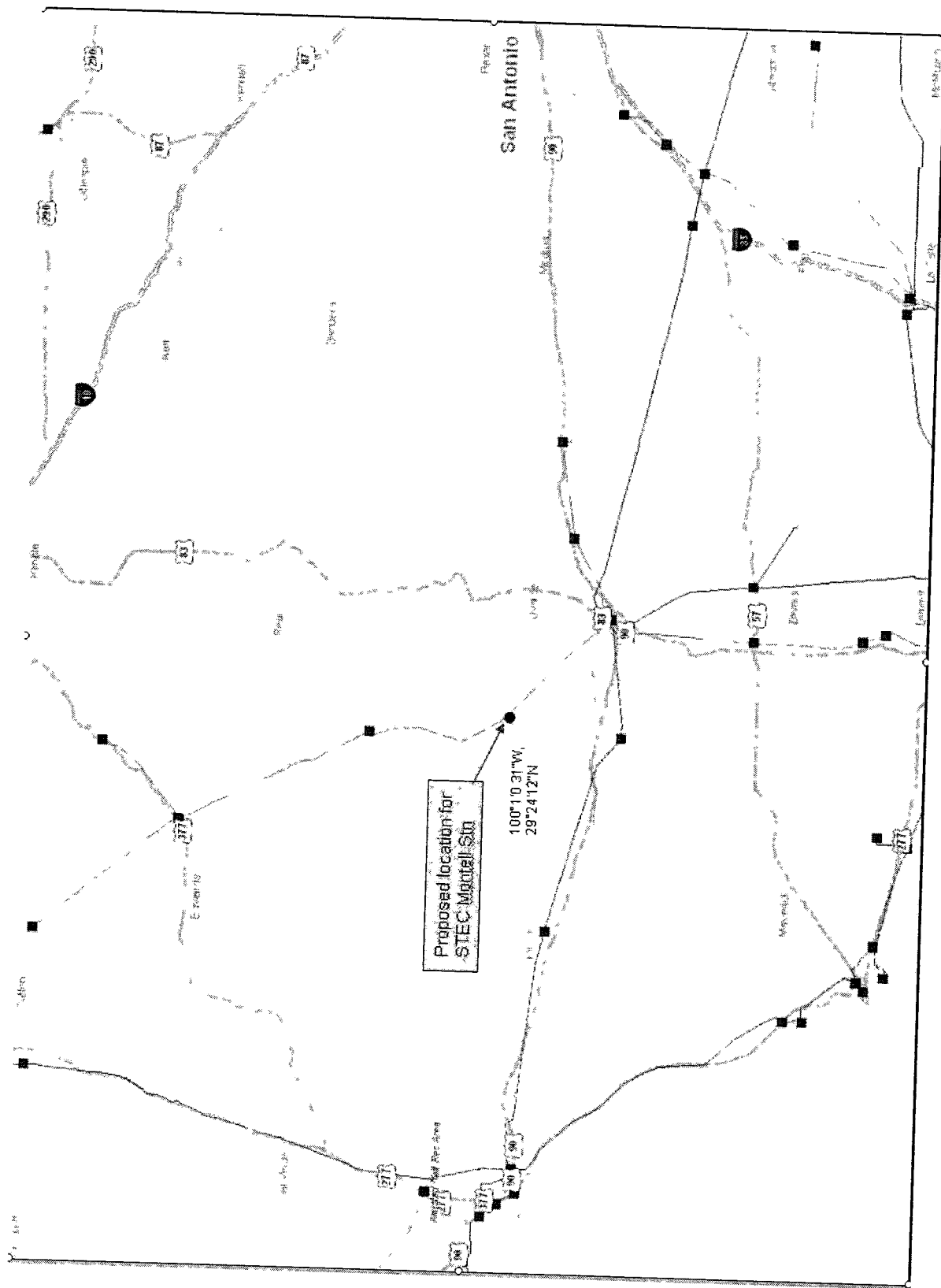
- Each Party controls and operates all the facilities it owns. Cooperative shall be allowed through the use of dual locks to operate Company's line switches in compliance with Company dispatch instruction.

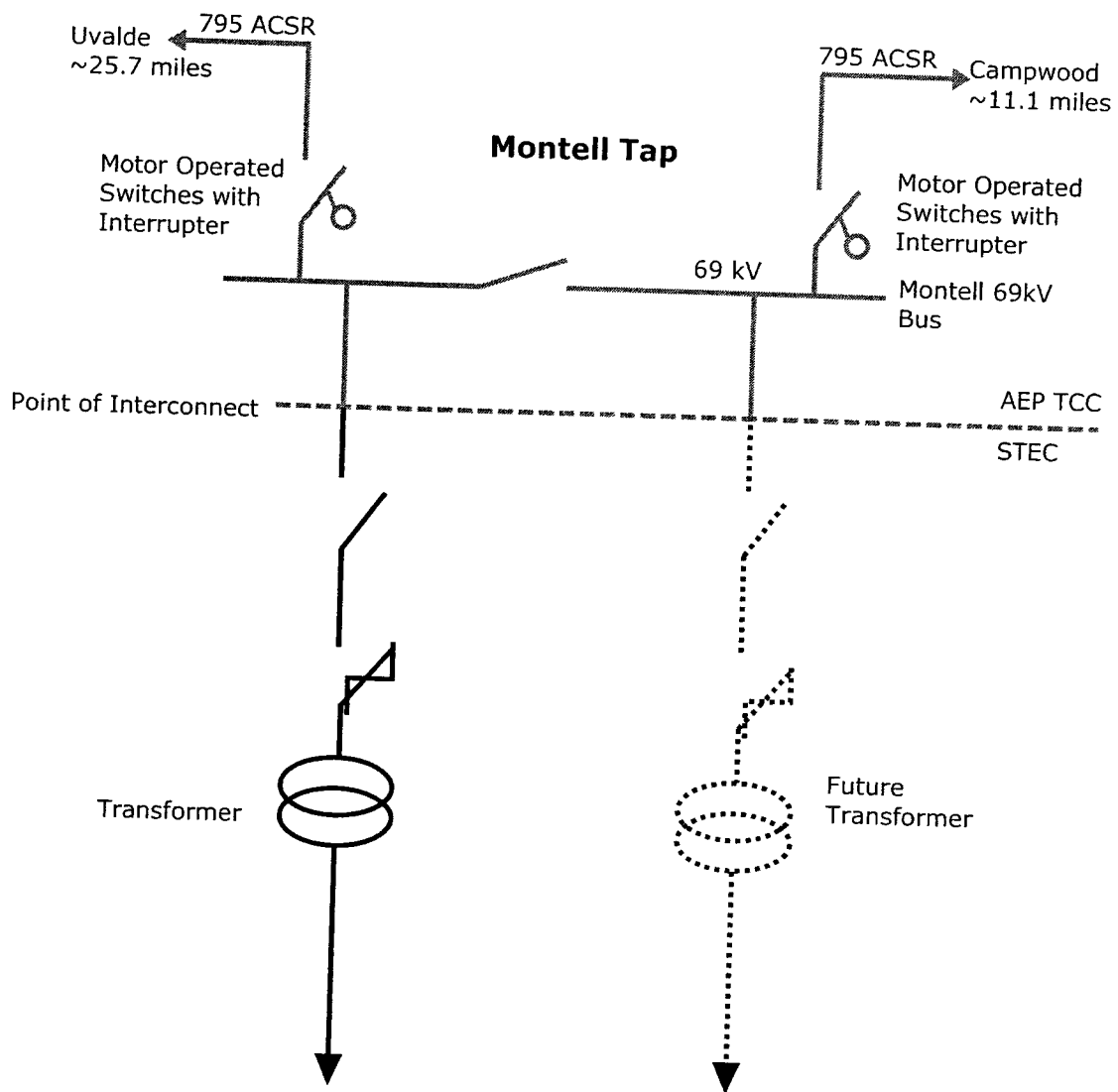
**10. Facility Maintenance Responsibilities of the Parties:**

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

**11. Other Terms and Conditions:**

- Both parties have access to the Substation with locks at the gates.
- Cooperative recognizes that Company is installing the facilities described in Section 8(B) of this Facility Schedule to facilitate Cooperative's request for the new Point of Interconnection identified in Section 2 of this Facility Schedule. If Cooperative cancels its request for this Point of Interconnection prior to energizing this Point of Interconnection or if Cooperative terminates this Point of Interconnection because the facilities are not required, Cooperative agrees to pay the actual installed costs incurred and committed to be incurred by Company, and the actual costs of removal of the Company material and equipment, that Company determines cannot be recovered through transmission cost of service rates. The total installed cost of the Company facilities described hereinabove is estimated to be Two Million Two Hundred Seventy-two Thousand One Hundred Dollars (\$2,272,100) which Cooperative agrees is reasonable.





————— AEP TCC Facilities  
 ————— STEC Facilities

## FACILITY SCHEDULE NO. 56

1. **Name:** **Sunniland**
2. **Facility Location:** The Sunniland Substation ("Substation") is located between Whitsett and Three Rivers in Live Oak County, Texas. The Substation is connected to the Three Rivers-Coy City 69 kV transmission line, approximately 7.3 transmission line miles north-northwest of the Three Rivers substation and approximately 16.3 transmission miles south of the Coy City substation. The two (2) Points of Interconnection are within the Substation at the bus-side connector of the air disconnect switch(es) that sectionalize the Company's 69 kV bus from Cooperative's transformer(s).
3. **Delivery Voltage:** 69 kV
4. **Metered Voltage:** 24.94 kV
5. **Loss Adjustment Due to Meter Location:** Yes, meter compensates for transformer losses.
6. **Normal Operation of Interconnection:** Closed
7. **One-Line Diagram Attached:** Yes.
8. **Facilities Ownership and Installation Responsibilities of the Parties:**
  - A. Cooperative will install and own the following facilities:
    - the Substation and all the facilities within it, except for those facilities identified as being owned by Company
    - control house
    - RTU and associated communications facilities
    - site work, property, ground grid, fencing
    - transformer(s) and associated primary air disconnect switch(es) and protective device(s), and station service
    - battery back-up system(s)
  - B. Company will install and own the following facilities:
    - the 69 kV Coy City-Three Rivers transmission line
    - the two (2) inline 69 kV, motor operated air switches, one (1) bus-tie switch, and other facilities associated with the 69 kV line terminals
    - Metering facilities connected to Cooperative's 24.94 kV instrument transformers via secondary wiring located in the control house
    - RTU and associated communications facilities equipment

Each Party provides its own SCADA communication circuit from its RTU to its control center unless a mutually agreeable alternative solution is reached. Each Party provides and maintains a monitor-only communications port on its RTU for use by the other Party

to locally interrogate interconnection data as determined by mutual agreement or as specified herein. Cooperative provides transformer MW and MVAR load data to Company via Cooperative's monitor-only RTU communications port as described above. Additionally, Cooperative provides transformer MW and MVAR load data to ERCOT via Inter-control Center Communications Protocol (ICCP).

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

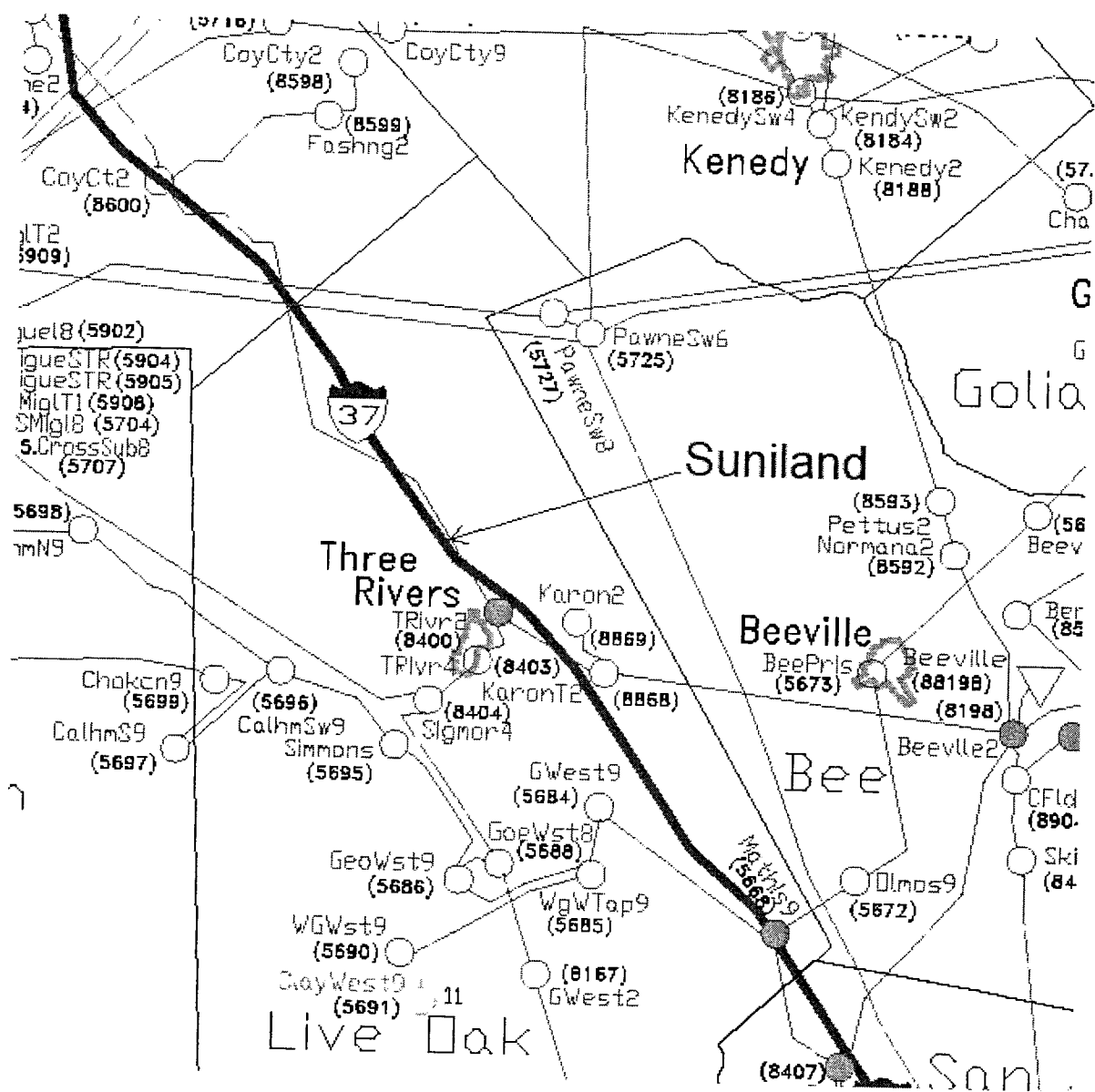
- Each Party controls and operates all the facilities it owns. Cooperative shall be allowed through the use of dual locks to operate Company's line switches in compliance with Company dispatch instruction.

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

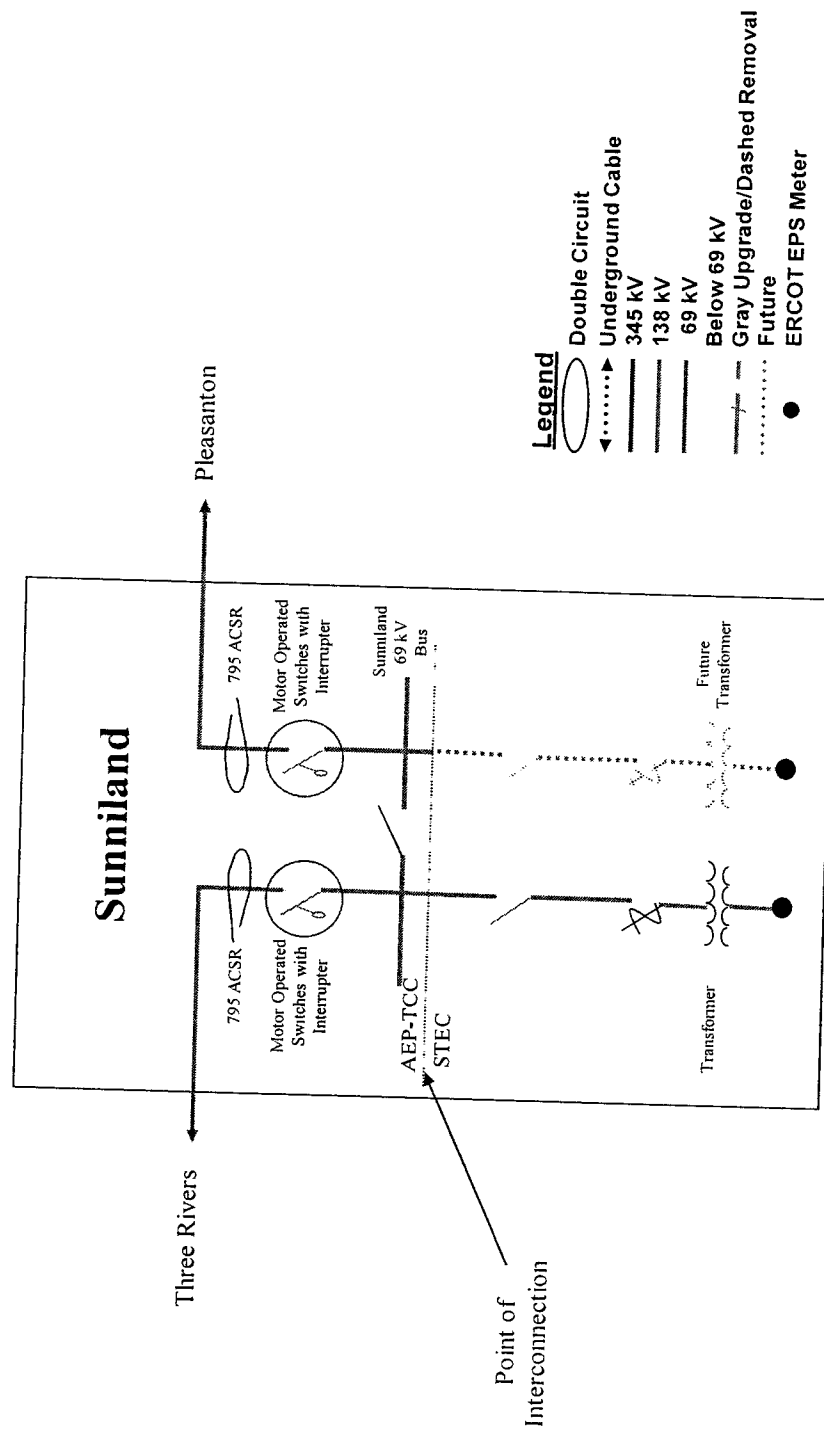
- Each Party is responsible for maintenance of the facilities it owns.

**11. Other Terms and Conditions:**

- Both parties have access to the Substation with locks at the gates.
- Cooperative recognizes that Company is installing the facilities described in Section 8(B) of this Facility Schedule to facilitate Cooperative's request for the new Point of Interconnection identified in Section 2 of this Facility Schedule. If Cooperative cancels its request for this Point of Interconnection prior to energizing this Point of Interconnection or if Cooperative terminates this Point of Interconnection because the facilities are not required, Cooperative agrees to pay the actual installed costs incurred and committed to be incurred by Company, and the actual costs of removal of the Company material and equipment, that Company determines cannot be recovered through transmission cost of service rates. The total installed cost of the Company facilities described hereinabove is estimated to be Two Million Two Hundred Seventy-two Thousand One Hundred Dollars (\$2,272,100) which Cooperative agrees is reasonable.







**RESTATED AND AMENDED INTERCONNECTION  
AGREEMENT  
BETWEEN  
AEP TEXAS CENTRAL COMPANY  
AND  
SOUTH TEXAS ELECTRIC COOPERATIVE, INC.**

Tariff Submitter: AEP Texas Central Company  
FERC Tariff Program Name: FERC FPA Electric Tariff  
Tariff Title: TCC RS and SA Baseline  
Tariff Record Proposed Effective Date: 8/18/2011  
Tariff Record Title: TCC-South Texas Electric Coop Amended & Restated IA  
Option Code: A

**RESTATED AND AMENDED INTERCONNECTION AGREEMENT  
BETWEEN  
AEP TEXAS CENTRAL COMPANY  
AND  
SOUTH TEXAS ELECTRIC COOPERATIVE, INC.**

**DATED: February 19, 2010**

**Amendment #1: March 29, 2010  
Amendment #2: August 18, 2011**

**RESTATED AND AMENDED INTERCONNECTION AGREEMENT  
BETWEEN  
AEP TEXAS CENTRAL COMPANY  
AND  
SOUTH TEXAS ELECTRIC COOPERATIVE, INC.**

THIS INTERCONNECTION AGREEMENT (this "Agreement"), entered into this 19th day of February, 2010, by and between AEP Texas Central Company, a Texas corporation ("Company"), and South Texas Electric Cooperative, Inc., also a Texas corporation ("Cooperative"), each singularly referred to herein as "Party" and collectively referred to herein as "Parties".

**WITNESSETH:**

WHEREAS, this Agreement is restated and amended from an earlier interconnection agreement dated September 2, 1998 between Central Power and Light Company and Cooperative that was amended on June 9, 1999, October 9, 2000, July 19, 2001, April 30, 2002 and May 1, 2003 (the "1998 Agreement"); and

WHEREAS, Medina Electric Cooperative, Inc. and Central Power and Light Company entered into an interconnection agreement dated November 29, 1999 that was later amended on numerous occasions (the "1999 Agreement"); and

WHEREAS, Magic Valley Electric Cooperative, Inc. and Central Power and Light Company are interconnected under an interconnection agreement dated July 24, 2001 that was later amended on numerous occasions (the "2001 Agreement"); and

WHEREAS, the Central Power and Light Company that entered into the 1998 Agreement, 1999 Agreement and the 2001 Agreement is now known as AEP Texas Central Company; and

WHEREAS, Magic Valley Electric Cooperative, Inc. and Medina Electric Cooperative, Inc. joined Cooperative as distribution members in 2005 with certain transmission and substation assets transferred to Cooperative, including interconnection facilities; and

WHEREAS, the Parties desire to consolidate the 1998 Agreement, 1999 Agreement and the 2001 Agreement into one restated and amended interconnection agreement between Cooperative and Company; and

WHEREAS, the Parties agree that the 1999 Agreement and the 2001 Agreement shall be terminated upon execution of this Agreement; and

WHEREAS, the Parties recognize that the 1998 Interconnection Agreement does not reflect the changes in the Texas wholesale electricity market or other changes in the interconnection arrangements of the Parties that have occurred since the 1998 Agreement was entered into; and

WHEREAS, the Parties have recently established or shortly will establish several new interconnection facilities between their electrical systems; and

WHEREAS, the Parties desire to continue to provide for the interconnection of their respective transmission systems in the respects, and under the terms and conditions, set forth below;

NOW, THEREFORE, the parties agree to the following:

#### **ARTICLE 1. 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") and any other regulatory agency or agencies having jurisdiction and approved by the Administrator of the Rural Utilities Service, if such approval may be required. Company will request the FERC that this Agreement become effective on the date first written above. This Agreement and any subsequent addendum to this Agreement shall remain in effect for a period of ten (10) years from the effective date of this Agreement or the effective date of any subsequent addendum to this Agreement, which ever is later, and shall continue in effect thereafter, subject to cancellation by either Party upon three (3) years written notice to the other Party.

#### **ARTICLE 2. SCOPE OF AGREEMENT**

- 2.1 This Agreement shall apply to the construction, 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.
- 2.2 This Agreement, including all attached Facility Schedules, which are expressly made a part hereof for all purposes, 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 not set forth or provided for herein. This Agreement replaces the 1998 Agreement in its entirety. It is expressly acknowledged that the Parties may have other agreements covering other services not expressly provided for herein, which agreements are unaffected by this Agreement.

### ARTICLE 3. 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, installation, 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 Force Majeure shall mean any act or event beyond the reasonable control of the Party claiming force majeure, and occurring or arising without the fault of negligence of such Party, which materially prevents, delays, or impairs the performance of such Party's obligations under this Agreement, including storm, flood, lightning, earthquake, fire, explosion, failure or imminent failure of equipment or facilities, civil unrest, strike, boycott, or other labor disturbance, sabotage, terrorism, war, national emergency, or the operation of any applicable law that is not an adjudication against such party for violation of applicable law.
- 3.7 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 North American Electric Reliability Council, or any successor organization(s).
- 3.8 Point(s) of Interconnection shall mean the former points of interconnection previously provided for by predecessors to this Agreement, additional points of interconnection established under this Agreement, subsequent points of interconnection that may be established under this Agreement at which the electrical systems of the Parties are or

may be connected by the closure of normally open switches and metering points of delivery on a Party's system.

- 3.9 PUCT shall mean the Public Utility Commission of Texas.

#### **ARTICLE 4. ESTABLISHMENT 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 responsibilities of the Parties for the ownership and costs associated with the establishment of each such Point of Interconnection shall be specified on the Facility Schedule applicable to the Point of Interconnection.
- 4.2 It is understood that the Points of Interconnection described in Facility Schedules No. 1 through 21 were established under the 1998 Agreement and prior agreements.
- 4.3 It is understood that the Points of Interconnection described in Facility Schedules No. 22 through 33 were established under the 1999 Agreement and prior agreements of which the Cooperative was not a party.
- 4.4 It is understood that the Points of Interconnection described in Facility Schedules No. 34 through 46 were established under the 2001 Agreement and prior agreements of which the Cooperative was not a party.
- 4.5 From time to time, Points of Interconnection may be established, relocated, altered, or removed as mutually agreed by the Parties. Any such change shall be recorded in Exhibit A and a Facility Schedule shall be added, changed, or deleted in such a way that the numbering of the other Facility Schedules is not changed. All such changes shall be recorded in Exhibit A with additional or amended Facility Schedules separately executed and attached hereto.
- 4.6 Unless otherwise provided by the Facility Schedules, each Party shall, at each Point of Interconnection, at its own risk and expense, design, install, operate and maintain, or cause the design, installation, maintenance, and operation of its transmission and distribution system, including all apparatus and necessary protective devices on its side of the ownership change point, 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. The Parties agree that all Points of Interconnection will be established in conformance with the ERCOT operating and metering 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, and in effect at the time of construction. Each Party will be responsible for the equipment and facilities on its side of the Point of Interconnection.

- 4.7 Unless otherwise provided by the Facility Schedules, either Party shall have the right to disconnect from the other Party at any Point of Interconnection according to mutual agreement, but not to exceed three years from the time of written notice, unless an extension is agreed upon by both parties.

#### **ARTICLE 5. 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 Company or Cooperative 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. Each Party shall be responsible for its compliance with the ERCOT Protocols.
- 5.2 All transmission, transformation, distribution, metering, operations, and maintenance services will be provided and charged under agreements separate from this Agreement.

#### **ARTICLE 6. OPERATION AND MAINTENANCE OF INTERCONNECTION FACILITIES**

- 6.1 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.
- 6.2 Operational responsibility for facilities owned by one Party but installed in another Party's substation or transmission line will be identified in the Facility Schedules for that particular Point of Interconnection.
- 6.3 During the term of this Agreement, the Parties will, consistent with maintaining good operating practices, coordinate their operations to ensure maximum continuity of services to their respective customers. 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. Parties will communicate with each other as soon as practical after any unplanned outage and immediately prior to any imminent operation of a switching device that will cause a deviation from the normal power and energy flow at a Point of Interconnection. No changes will be made in the normal operation of a Point of Interconnection without the mutual agreement of the Parties.
- 6.4 Each Party will coordinate with the other Party, the protective devices of the lines and facilities it owns and operates that are interconnected with the other Party's system.



- 6.5 During emergency conditions, with prior approval of the owning Party, each Party may operate equipment owned by the other Party in order to restore customer service. Such operations will be at no cost to the Party owning the equipment and shall be performed in a manner approved by the Party owning the equipment. Authorization will be prompt and not unreasonably withheld.

#### **ARTICLE 7. 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 reading or checking meters, inspecting, testing, repairing, renewing or exchanging any or all of the equipment owned by the other Party 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 operate, or cause to be installed, maintained and operated, on its premises, the necessary equipment, apparatus and devices on its side of the ownership change point that are 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 is submitted to the other Party.
- 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, shall have the right to 1) 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) enter the premises of the other Party and, within a reasonable time, remove at their cost such equipment, apparatus, devices or facilities that are salvageable .
- 7.4 Each Party shall clearly mark their respective equipment, apparatus, devices or facilities with appropriate ownership identification.
- 7.5 Any future proposed design changes impacting the communications, capacity, or performance of an interconnection will be submitted to the other party for comment prior to commencement of installation. Any differences regarding design changes will be resolved in accordance with NESC requirements as a minimum.

#### **ARTICLE 8. METERING AND COMMUNICATIONS**

- 8.1 All metering, telemetering, and communication equipment required herein for the control and operation of a Party's transmission and distribution facilities shall be

- installed, operated and maintained by the owner in accordance with "Good Utility Practice", ERCOT guidelines or Protocols, whichever is applicable.
- 8.2 Metering equipment installed at Points of Interconnection shall be identified in the Facility Schedules. The non-owning Party of the Point of Interconnection shall be allowed by the owning Party to witness the testing and inspection of the meter equipment. The owning Party 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 a meter shows it to be inaccurate by more than allowed by the applicable ERCOT guidelines and protocols, 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 guidelines or Protocols, whichever is applicable.
  - 8.4 The Party owning Point of Interconnection metering, telemetering, or communication facilities required by ERCOT guidelines or Protocols shall allow the other Party access to metering information by means of existing telemetering and communications facilities. The non-owning Party is responsible for any incremental costs incurred by the owning Party in providing this access to meter or SCADA data.
  - 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.
  - 8.6 Each Party shall maintain, in accordance with normal utility accounting procedures, complete books and records of their respective construction costs and expenses associated with the establishment of a Point of Interconnection. Each Party will make available to the other Party for inspection, through its employees, agents or independent public accountants, all records used to establish charges in accordance with this Agreement. All inspections will be performed at the inspecting Party's own expense during normal business hours in the offices of the Party in possession of such records.
  - 8.7 Each Party agrees to provide the other Party access to unused communication circuits of its telecommunication systems, when such circuits are available, and also agrees to provide space on its communications towers and in its communications buildings for the purpose of installing and maintaining equipment necessary to access such available communications circuits, when such space is available, for its internal use. Such access to unused circuits and space will be considered on a case by case basis for each Point of Interconnection.

- 8.8 It is expressly understood that this section shall not obligate either Party to provide or construct additional towers, circuit capacity or building space not already available at their existing telecommunication installations. The use by one Party of the other Party's telecommunication systems pursuant to this paragraph must not unduly interfere with the existing or planned uses of each system by its owner. The Parties intend that the agreement contained in this paragraph shall survive the termination of this contract and continue in effect until 90 days following the date upon which either Party gives written notice to the other Party of its desire to terminate the agreement contained in this section.
- 8.9 Each Party shall provide, at its own expense, the necessary communication and telemetering facilities needed for the control and operation of its transmission system.
- 8.10 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, ERCOT operating and metering guidelines or ERCOT Protocols, whichever is applicable.

#### **ARTICLE 9. INDEMNIFICATION**

- 9.1 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.
- 9.2 In no event will either Party be liable to the other for any special, indirect, incidental, consequential, punitive, or exemplary damages (including loss of profit or revenue, loss of use of equipment, cost of capital, or damage to reputation or relations) arising under or in connection with this Agreement, whether based in contract, tort, strict liability, statutory liability, or any other theory of liability.

#### **ARTICLE 10. TECHNICAL COMMITTEE**

- 10.1 For purposes of administering this Agreement, a Technical Committee shall be created consisting of one representative from each Party. This Technical Committee shall meet as required, with either representative having the right to convene such a meeting upon reasonable notice to the other representative.
- 10.2 The Technical Committee shall also be directed to establish procedures by which an investigation of the feasibility of establishing another normally closed point of

interconnection between the Parties' transmission systems that would benefit either Party. Assuming any such investigation results in a finding that the establishment and use of such interconnection would be beneficial to either Party would not impair the quality of the other Party's existing or planned services, and would not require the construction by the other Party of any new transmission facilities, or otherwise increase the cost to the other Party, the Parties agree that, subject to agreement as to ownership, cost and operational responsibility, and scheduling, they will use their best efforts to cooperate with each other Party in establishing such interconnection.

#### **ARTICLE 11. NOTICES**

- 11.1 Notices and communication made pursuant to this Agreement shall be deemed to be properly given if delivered in writing, postage paid, to the following:

If to Company:

Manager, Transmission and  
Interconnection Services  
American Electric Power Service  
Corporation  
212 E. 6<sup>th</sup> St  
P.O. Box 201  
Tulsa, OK 74102

If to Cooperative:

General Manager  
South Texas Electric Cooperative,  
Inc.  
2849 FM 447  
P.O. Box 119  
Nursery, TX 77976

- 11.2 The herein listed names, titles, and/or addresses of either Party may be changed by written notification to the other Party.

#### **ARTICLE 12. GOVERNING LAW AND REGULATORY AUTHORITY**

- 12.1 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. This Agreement is subject to all valid applicable federal, state, and local laws, ordinances, and rules and regulations of duly constituted regulatory authorities having jurisdiction.
- 12.2 After execution by both Parties, Company will file this Agreement with the PUCT and with the FERC.
- 12.3 This Agreement is subject to the approval of any regulatory authority having jurisdiction over the Parties hereto. 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. Except by mutual agreement, neither Party shall request any regulatory authority having jurisdiction to order a change in this Agreement.

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

### **ARTICLE 13. INVOICING AND PAYMENT**

- 13.1 Invoices for sums due hereunder will be rendered by each Party to the other at the following address:

If to Company:

American Electric Power Service Corporation  
Inc.  
Attn: Accounts Payable  
301 Cleveland Ave., S.W.  
Canton, Ohio 44702

If to Cooperative:

South Texas Electric Cooperative,  
Attn: Accounts Payable  
2849 FM 447  
P.O. Box 119  
Nursery, Texas 77976

- 13.2 The herein listed addresses of either Party may be changed by written notification to the other Party.
- 13.3 Parties must receive payment by the 20th calendar day after the date of issuance of the invoice, unless the Parties agree on another mutually acceptable deadline, in accordance with PUCT Substantive Rules. Interest will accrue on any unpaid amount, calculated in accordance with applicable regulatory requirements. When payments are made by mail, invoices are considered as having been paid on the date of receipt by the Party.

### **ARTICLE 14. MISCELLANEOUS**

- 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 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 This Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the Parties hereto. Cooperative, without the approval of Company, may assign, transfer, mortgage or pledge this Agreement to create a security interest for the benefit of the United States of America, acting through the Administrator of the Rural Utilities Service (the "Administrator"). Thereafter, the

Administrator, without the approval of Company, may (i) cause this Agreement to be sold, assigned, transferred or otherwise disposed of to a third party pursuant to the terms governing such security interest, or (ii) if the Administrator first acquires this Agreement pursuant to 7 U.S.C. §907, sell, assign, transfer or otherwise dispose of this Agreement to a third party; provided, however, that in either case (a) Cooperative is in default of its obligations to the Administrator that are secured by such security interest and the Administrator has given Company notice of such default; and (b) the Administrator has given Company thirty (30) days prior notice of its intention to sell, assign, transfer or otherwise dispose of this Agreement indicating the identity of the intended third-party assignees or purchaser. No permitted sale, assignment, transfer or other disposition shall release or discharge Cooperative from its obligations under this Agreement.

- 14.3 Except as provided in subsection A above, neither Party shall assign its interest in the Agreement in whole or in part without the prior written consent of the other Party. Such consent shall not be unreasonably withheld.
- 14.4 The several 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.
- 14.5 No Party will be considered in default as to any obligation under this Agreement, other than an obligation to pay money, if prevented from fulfilling the obligation due to an event of Force Majeure. However, a Party whose performance under this Agreement is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations under this Agreement.
- 14.6 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.
- 14.7 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.
- 14.8 The Parties agree that it is their intent that performance under this Agreement will in no way jeopardize the tax-exempt status of Cooperative and the tax-exempt nature of Cooperative's property and use of facilities.
- 14.9 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.
- 14.10 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.
- 14.11 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.



# EXHIBIT A

FACILITY SCHEDULE NO.	INTERCONNECTION NAME	INTERCONNECTION VOLTAGE (KV)	LAST DATE INCLUDED OR AMENDED IN EARLIER AGREEMENT*
1	Port Lavaca	69	December 14, 1990 February 19, 2010
2	Loyola	138	May 28, 1992 February 19, 2010
3	Casa Blanca	69	December 11, 1980 February 19, 2010
4	George West	138	December 11, 1980 February 19, 2010
5	Fannin	69	December 11, 1980 February 19, 2010
6	Midfield West Tie Line	69	December 11, 1980 February 19, 2010
7	Markham Tie Line	69	October 16, 1981 February 19, 2010
8	Blessing	138	August 25, 1980 February 19, 2010
9	Victoria	138	February 6, 1979 February 19, 2010
10	Orange Grove	138	September 28, 1989 February 19, 2010
11	Sigmor Tie Line	138	August 25, 1980 February 19, 2010
12	Calallen	69	February 6, 1979 February 19, 2010
13	San Miguel	138	June 29, 1981 February 19, 2010
14	Palacios	69	October 16, 1981 February 19, 2010
15	San Diego	69	October 16, 1981 February 19, 2010
16	City of Robstown	69	June 9, 1999 May 1, 2003 February 19, 2010
17	Pioneer (TXI)	-	Terminated 2008
18	Pawnee	-	Terminated 2004
19	Carbide	69	October 9, 2000 February 19, 2010



**EXHIBIT A (continued)**

<b>FACILITY SCHEDULE NO.</b>	<b>INTERCONNECTION NAME</b>	<b>INTERCONNECTION VOLTAGE (KV)</b>	<b>LAST DATE INCLUDED OR AMENDED IN EARLIER AGREEMENT*</b>
20	Warburton Road	138	October 9, 2000 April 30, 2002 February 19, 2010
21	Mathis	69	October 9, 2000 July 19, 2001 February 19, 2010
22	Batesville	138	February 6, 1979 February 19, 2010
23	Bruni	138	February 6, 1979 February 19, 2010
24	Devine	-	February 6, 1979 February 19, 2010 Terminated March 29, 2010
25	Dilley	138	February 6, 1979 February 19, 2010
26	Moore	138	February 6, 1979 February 19, 2010
27	Sabinal	69	February 6, 1979 February 19, 2010
28	Turtle Creek	69	November 29, 1999 August 30, 2000 February 19, 2010
29	Downie	138	November 29, 1999 November 1, 2002 February 19, 2010
30	Garza	138	October 1, 2001 February 19, 2010
31	Lopeno	138	October 1, 2001 February 19, 2010
32	University	138	October 1, 2001 February 19, 2010
33	Randado Tie	138	October 1, 2001 February 19, 2010
34	Union Carbide Brownsville	138	July 24, 2001 February 19, 2010
35	Las Milpas	138	July 24, 2001 February 19, 2010

**EXHIBIT A (continued)**

<b>FACILITY SCHEDULE NO.</b>	<b>INTERCONNECTION NAME</b>	<b>INTERCONNECTION VOLTAGE (KV)</b>	<b>LAST DATE INCLUDED OR AMENDED IN EARLIER AGREEMENT*</b>
36	North Edinburg 138	138	July 24, 2001 February 19, 2010
37	Pharr	138	July 24, 2001 February 19, 2010
38	North Edinburg 69	69	July 24, 2001 February 19, 2010
39	Raymondville No. 2	138	July 24, 2001 February 19, 2010
40	Port Mansfield Tie Line	12.47	July 24, 2001 February 19, 2010
41	Rangerville	138	July 24, 2001 February 19, 2010
42	Rio Hondo	138	July 24, 2001 February 19, 2010
43	Weslaco	138	July 24, 2001 June 26, 2002 February 19, 2010
44	Coffee Port	138	July 24, 2001 February 19, 2010
45	F. Yturria	138	July 24, 2001 February 19, 2010
46	Aderhold	138	June 26, 2002 February 19, 2010
47	Greta Tie Line	12.47	February 19, 2010
48	Capehart Tie Line	12.47	February 19, 2010
49	Hi-Line	138	February 19, 2010
50	Key	138	February 19, 2010 March 29, 2010
51	Laureles	138	February 19, 2010
52	North Laredo	138	February 19, 2010
53	Franklins Camp	NA	February 19, 2010
54	Lyssy	138	August 18, 2011
55	Montell	69	August 18, 2011
56	Sunniland	69	August 18, 2011

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

## FACILITY SCHEDULE NO. 1

1. Name: **Port Lavaca**
2. Facility Location: Cooperative's Port Lavaca Substation at 4577 State Hwy 35 South, Port Lavaca, Calhoun County
3. Delivery Voltage: 69 kV
4. Metered Voltage: 69 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:

Cooperative owns all equipment at its Port Lavaca Substation and the approximately 0.5 mile 69kV line connected from this station to a tap point of Company's 69kV line between its Carbide to Port Lavaca substations.

Company owns the 69kV transmission line between the Company Union Carbide station and the Company Port Lavaca substation.
9. Operational Responsibilities of Each Party:

Cooperative operates circuit breaker #404 at its Port Lavaca substation and associated protective relaying equipment that compliments Company's protective relaying equipment installed on Company's Carbide to Port Lavaca line.

Company operates the equipment installed by Company.
10. Maintenance Responsibilities of Each Party:

Cooperative will maintain all of the circuit breaker(s), metering equipment, bus and associated protective equipment, communication equipment and control house at the Cooperative's Port Lavaca substation and the approximately 0.5 mile tap.

Company will maintain its transmission facilities associated with the above described interconnection.
11. Other Terms and Conditions:

None

AEP 69kV  
TO PORT LAVACA

AEP 69kV  
UNION CARBIDE

AEP  
STEC

0.5  
MILES

405  
GCB 404

403

STEC 69kV TO  
PORT O'CONNOR

NO  
266

NO  
376

STEC 69kV TO  
KAMEY

GCB 268  
267 269

571  
XFMR

GCB 378  
379 377

SOUTH TEXAS ELECTRIC COOPERATIVE, INC.

P.O. BOX 119

NURSERY, TEXAS 77976

DWG NO PL-1A

PORT LAVACA SUBSTATION

CALHOUN COUNTY

FACILITY  
SCHEDULE

1

PORT LAVACA TIE

DWN BY JT

CKD BY

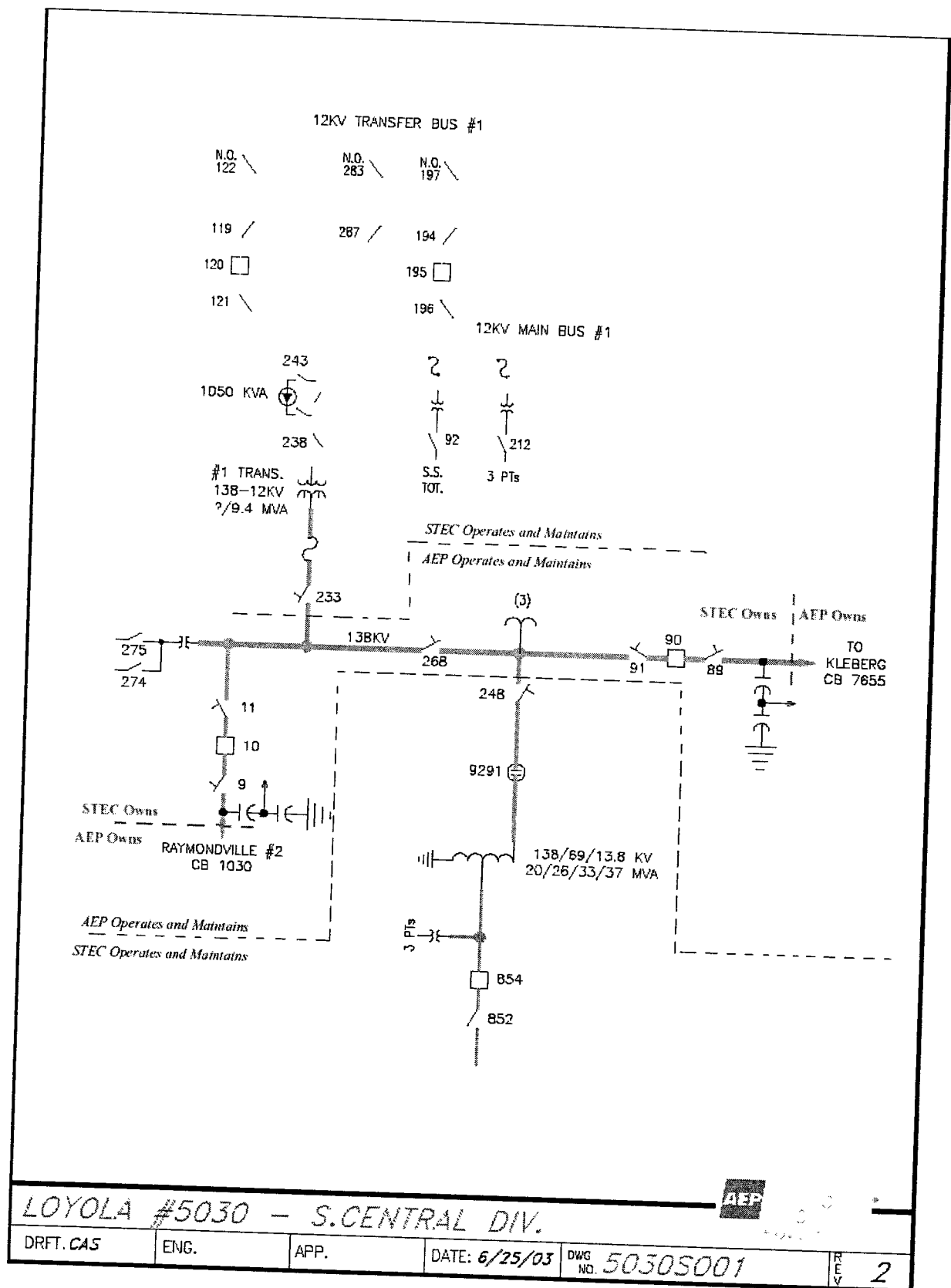
APPD BY

SCALE NA

DATE 6/08

## FACILITY SCHEDULE NO. 2

1. Name: **Loyola**
2. Facility Location: Cooperative's Loyola Station at 360 East County Road 2290, Riviera, Kleberg County
3. Delivery Voltage: 138 kV
4. Metered Voltage: 138kV
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:  
Cooperative owns all equipment in the station with the exception of the Company's RTU.  
Company owns the transmission lines from Raymondville #2 and Kleberg that terminate at the substation. Company owns an RTU in the control house.
9. Operational Responsibilities of Each Party:  
Company operates and controls 138kV breaker #90 and associated switches and relaying; 138kV breaker #10 and associated switches and relaying; switch #268; an RTU and associated communication equipment; the potential transformers connected to the 138kV bus; and the carrier equipment connected to the 138kV lines.  
Cooperative operates all other equipment at the Loyola Substation.
10. Maintenance Responsibilities of Each Party:  
Company maintains the equipment it owns at their expense.  
Cooperative maintains the equipment it owns at their expense with the exception that Company maintains the 138kV circuit breakers and associated switches and carrier equipment at Cooperative's expense.
11. Other Terms and Conditions:  
Either Party may operate the 138kV air disconnect switches within ERCOT guidelines and protocols.  
Company has station access with a lock in the station gate.



FACILITY SCHEDULE NO. 3

1. Name: **Casa Blanca**
2. Facility Location: Company's Casa Blanca Substation located 3.5 miles northeast of Orange Grove on State Highway 359 at the intersection of Jim Well County Rd. 308
3. Delivery Voltage: 69 kV
4. Metered Voltage: 12 kV from Company's 12 kV bus PT's and CT's
5. Loss Adjustment Due To Meter Location: Yes
6. Normal Operation of Interconnection: Closed
7. One-Line Diagram Attached: Yes
8. Description of Facilities Installed and Owned by Each Party:

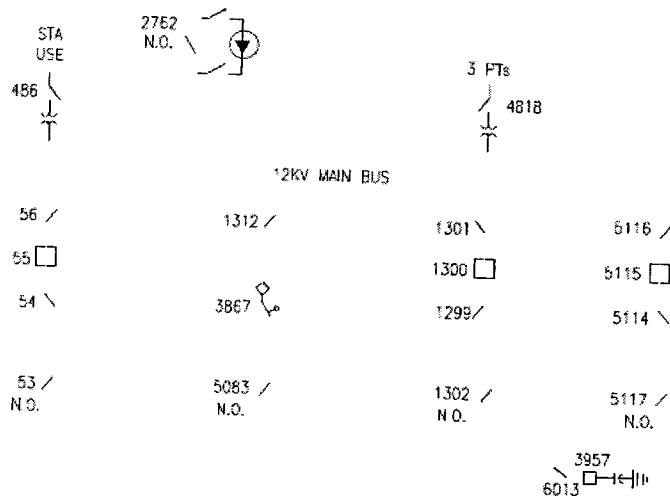
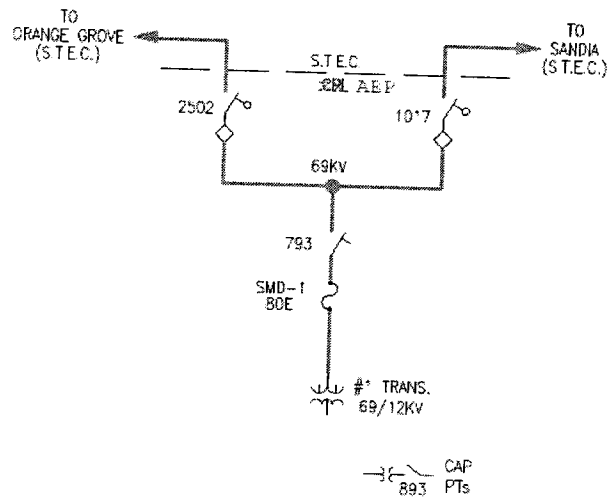
Company owns all equipment installed in this substation required for its operation, including the metering equipment necessary for metering deliveries to this substation, and any protective equipment reasonably required by Cooperative to protect Cooperative's system.

Cooperative owns the transmission lines from Orange Grove and Sandia that terminate at this substation.
9. Operational Responsibilities of Each Party:

Company operates and controls all equipment in this substation except Cooperative may operate switches 1017 and 2502.
10. Maintenance Responsibilities of Each Party:

Company maintains all equipment in this substation.
11. Other Terms and Conditions:

Cooperative has station access with a lock in the station gate.



TEXAS CENTRAL COMPANY

CASA BLANCA SUB #7083

AEP AMERICAN ELECTRIC POWER

DRFT.MS

ENG.

APP.

DATE: 3/30/06

DWG. NO.

7083S001

REV

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#### FACILITY SCHEDULE NO. 4

1. Name: **George West**
2. Facility Location: Company's George West Substation located 1.0 miles southwest of George West on Highway 59 Live Oak County
3. Delivery Voltage: 138 kV
4. Metered Voltage: 12 kV from Company's 12 kV bus PT's and CT's
5. Loss Adjustment Due To Meter Location: Yes.
6. Normal Operation of Interconnection: Closed
7. One-Line Diagram Attached: Yes
8. Description of Facilities Installed and Owned by Each Party:

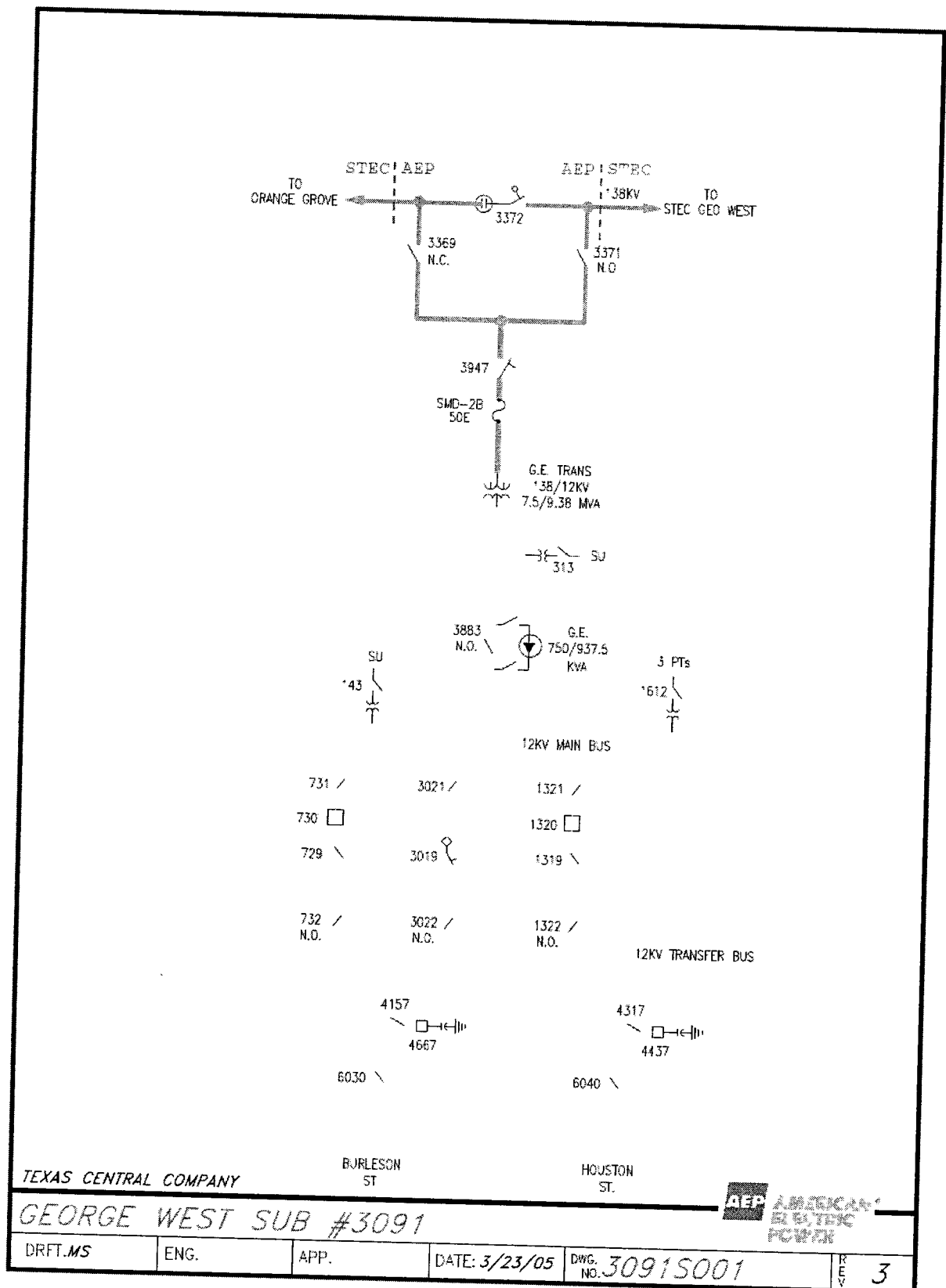
Company installed in this substation all facilities required for its operation, including the metering equipment necessary for metering deliveries to this substation, and any protective equipment reasonably required by Cooperative to protect Cooperative's system.

Cooperative owns the 138kV transmission lines from Cooperative's Orange Grove and George West stations which terminate at this substation.
9. Operational Responsibilities of Each Party:

Company and Cooperative may operate switches 3369 and 3371 and circuit switcher 3372 according to Cooperative dispatch instructions. Company operates the remaining equipment in this substation.
10. Maintenance Responsibilities of Each Party:

Company maintains all equipment in this substation.
11. Other Terms and Conditions:

Cooperative has station access with lock at the station gate.



FACILITY SCHEDULE NO. 5