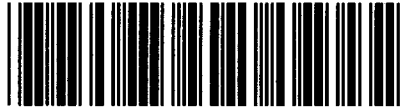


Control Number: 35077



Item Number: 321

Addendum StartPage: 0

PROJECT No. 35077

INFORMATIONAL FILING OF	§	PUBLIC UTILITY COMMISSION
ERCOT INTERCONNECTION	§	
AGREEMENTS PURSUANT TO P.U.C.	§	OF TEXAS
SUBST. R. 25.195(e)	§	

Scott Seamster
Texas-New Mexico Power Company
225 E. John Carpenter Fwy, Suite 1500
Irving, TX 75062
T: 469.484.8577
F: 469.484.8033
scott.seamster@pnmresources.com

August 20, 2012

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TABLE OF CONTENTS

<u>Description</u>	<u>Pages</u>
Amendment to Interconnection Agreement dated December 18, 1998, between Oncor Delivery Company LLC ("Oncor"), a Delaware limited liability company, successor to Texas Utilities Electric Company, and Texas-New Mexico Power Company (TNMP" or "Customer"), effective March 6, 2012.	2 - 16

**AMENDMENT TO
INTERCONNECTION AGREEMENT**

This Amendment ("Amendment") to the Interconnection Agreement, dated December 18, 1998, between Oncor Delivery Company LLC ("Oncor"), a Delaware limited liability company, successor to Texas Utilities Electric Company, and Texas-New Mexico Power Company ("TNMP" or "Customer") ("Agreement") is made and entered into this 6 day of March, 2012 between Oncor and TNMP, individually referred to hereinafter as a Party and collectively as Parties. In consideration of the mutual promises and undertakings herein set forth, the Parties hereby agree to amend the Agreement as follows:

1. The Exhibit A "List of Facility Schedules and Points of Interconnection" to the Agreement is deleted in its entirety and replaced with the Exhibit A attached hereto and made a part hereof.
2. The following facility schedules, attached hereto, are hereby added to the Agreement:

Facility Schedule No. 25 (Flower Mound 12.5 kV)
Facility Schedule No. 26 (TNP One 345 kV)
Facility Schedule No. 27 (Barstow NW 69 kV)
Facility Schedule No. 28 (Twin Oak 345 kV)
3. The Parties agree to work diligently and cooperatively to finalize and execute, by no later than October 15, 2012, (a) a mutually acceptable interconnection agreement, including all applicable facility schedules, that will supersede the Agreement, and (b) a mutually acceptable distribution line service agreement with respect to the transmission service being provided by TNMP to Oncor at the Flower Mound 12.5 kV Point of Interconnection.

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

**Oncor Electric Delivery Company
LLC**

Texas-New Mexico Power Company

BY: _____

BY: Neal Walker

NAME: Jeffrey B. Herring

NAME: Neal Walker

TITLE: Director - Transmission Services

TITLE: President

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**Oncor Electric Delivery Company
LLC**

BY:  _____

NAME: Jeffrey B. Herring

TITLE: Director - Transmission Services

Texas-New Mexico Power Company

BY: _____

NAME: _____

TITLE: _____

EXHIBIT A

LIST OF FACILITY SCHEDULES AND POINTS OF INTERCONNECTION

<u>Facility Schedule No.</u>	<u>Name of Point of Interconnection</u>	<u>Interconnection Voltage (kV)</u>	<u>Type of Interconnection</u>
1	Bells	69	Bi-directional
2	Clay County	69	Uni-directional
3	Cooke County	69	Uni-directional
4	Deport	25	Uni-directional
5	Emory	12.5	Uni-directional
6	Graham	69	Uni-directional
7	Jones Street	138	Uni-directional
8	Krugerville	138	Uni-directional
8	Krugerville	25	Bi-directional
9	Lakepointe North	138	Bi-directional
10	Lakepointe South	138	Bi-directional
11	Olney North	69	Uni-directional
12	Olney South	69	Uni-directional
13	Princeton	138	Bi-directional
14	Ranger	69	Uni-directional
15	Rio Vista	138	Uni-directional
16	Rivercrest	69	Uni-directional
17	Southbend	12.5	Uni-directional
18	Talco	138	Uni-directional
19	Walnut Springs	69	Bi-directional
20	Western Permian	69	Bi-directional
21	Whitney	138	Bi-directional
22	Wink 138 kv	138	Bi-directional
23	Wink 69 kv	69	Bi-directional
25	Flower Mound	12.5	Uni-directional
26	TNP One	345	Bi-directional
27	Barstow NW	69	Uni-directional
28	Twin Oak	345	Bi-directional

FACILITY SCHEDULE NO. 25

1. **Name:** Flower Mound
2. **Point of Interconnection location:**
At the northeast corner of the intersection of College Parkway and Kirkpatrick Lane in Lewisville, Texas where TNMP's 12.5 kV distribution line, in the upper position on TNMP's pole, and Oncor's 12.5 kV distribution line, on the lower position of TNMP's pole, interconnect. The Point of Interconnection is where TNMP's jumpers attach to Oncor's fused disconnect switches number GLN# 3904241, 3695776. (see attached one line diagram)
3. **Delivery voltage:** 12.5 kV
4. **Metering (voltage, location, losses adjustment due to metering location, and other):**
All metering shall meet the applicable provisions of the ERCOT Operating Guides or its successor in function ("ERCOT Operating Guides") and the ERCOT protocols. Metering is accomplished using 12.5kV potential and current metering accuracy instrument transformers located on TNMP's 12.5kV distribution line at the Point of Interconnection. The meter will not require loss compensation adjustment for the Point of Interconnection. The metering equipment described in Item 8 herein will be used to invoice Oncor for Wholesale Distribution Line Service from TNMP under TNMP's Wholesale Tariff for Transmission Service and to measure the line flow between Parties. The meter will be powered by one of the 12.5kV potential transformers identified in Item 8.
5. **Normally closed (check one):** ☒ Yes / ☐ No
6. **One line diagram attached (check one):** ☒ Yes / ☐ No
7. **Facilities to be furnished by Oncor:**
Oncor will furnish and own its 12.5kV distribution line from the Point of Interconnection crossing Kirkpatrick Lane into Flower Mound.
8. **Facilities to be furnished by TNMP:**
 - a. TNMP 12.5kV distribution line along the east side of Kirkpatrick Lane in Lewisville, Texas.
 - b. Telemetry consisting of three 12.5kV metering accuracy potential transformers, three metering accuracy current transformers, a primary meter, backup meter, associated conduit, cable, hardware, and communication equipment.
9. **Cost Responsibility:**
Each Party shall be responsible for all costs it incurs associated with facilities it owns at, connected to, or associated with, the Point of Interconnection, including, but not limited to, costs associated with the ownership, engineering,

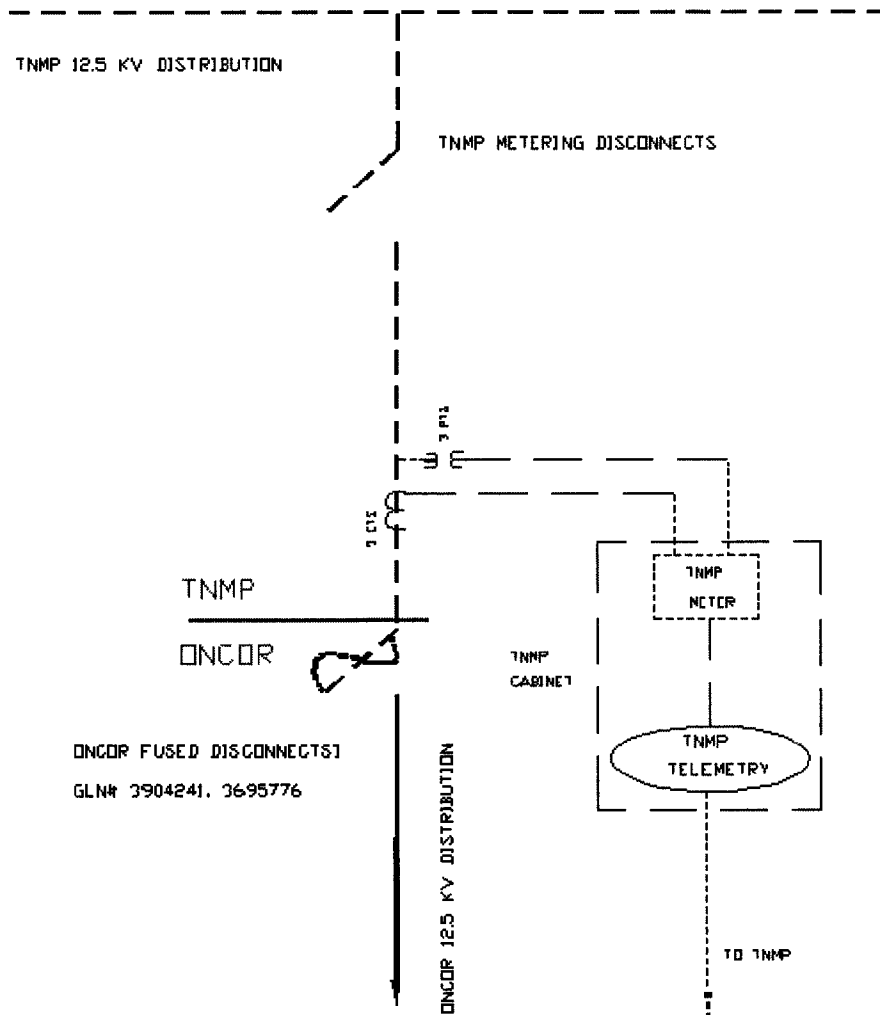
procurement, construction, operation, maintenance, replacement, repair and testing of such facilities provided, however, that this Item 9 is subject to any liability and indemnity provisions of the Agreement. This Item 9 shall not relieve either Party of its respective obligations under those provisions of the Agreement.

10. **Supplemental terms and conditions attached (check one):** _____ Yes /
 X No

FACILITY SCHEDULE NO. 25

FLOWER MOUND POI

ONE-LINE DIAGRAM



LEGEND

TNMP OWNED EQUIPMENT -----
 ONCOR OWNED EQUIPMENT _____
 POINT OF INTERCONNECTION _____
 REVISED 05-22-2011

FACILITY SCHEDULE NO. 27

1. Name: Barstow NW 69 kV
2. Point of Interconnection location: At Oncor's Barstow NW Substation ("Oncor Substation") where TNMP's 69 kV bus from its station ("TNMP Station") connects to Oncor's switch inside the fence of the Oncor Substation (see attached one line diagram).
3. Delivery voltage: 69 kV
4. Metering (voltage, location, losses adjustment due to metering location, and other): NA
5. Normally closed (check one): ☒ Yes / ☐ No
6. One line diagram attached (check one): ☒ Yes / ☐ No
7. Facilities to be furnished by Oncor:
 - i) Oncor will design, procure, construct, own, maintain and operate the facilities constituting the Oncor Substation in accordance with the attached one line diagram; including the switch structure upon which TNMP's bus ends.
 - ii) Oncor will procure the land in fee needed for the Oncor Substation and the TNMP Station. Oncor will grant TNMP an easement for its facilities in the TNMP Station pursuant to a separate instrument in proper form for recording and otherwise in form and substance acceptable to TNMP.
8. Facilities to be furnished by TNMP:
 - i) TNMP will design, procure (except to the extent described in Section 12 (i) below), construct, own, maintain and operate the facilities constituting the TNMP station and any necessary 69 kV transmission line modifications in accordance with the attached one line diagram
 - ii) TNMP will obtain the land rights needed for its transmission line dead end structures, if necessary.
9. Cost Responsibility: Each Party shall be responsible for all costs it incurs associated with facilities it owns at, connected to, or associated with, the Point of Interconnection, including, but not limited to, costs associated with the ownership, engineering, procurement, construction, operation, maintenance, replacement, repair and testing of such facilities, provided, however, that this Section 9 is subject to any liability and indemnity provisions of the Agreement. This Section 9 shall not relieve either Party of its respective obligations under those provisions of the Agreement.
10. Switching and Clearance:

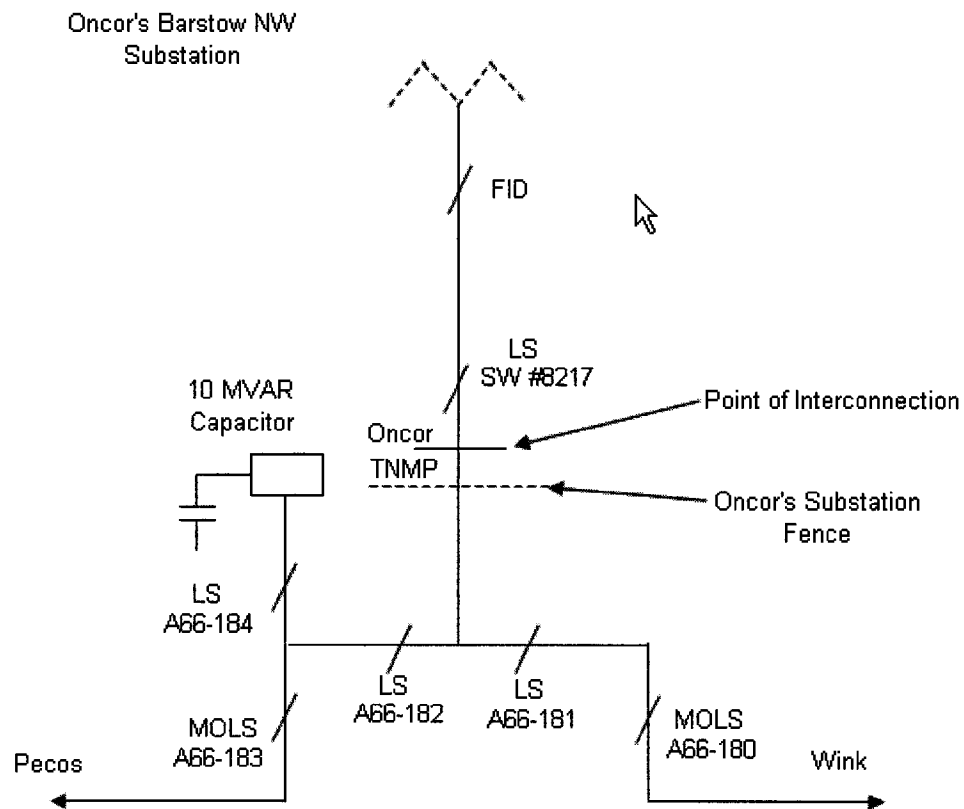
Each Party has adopted formal switching procedures that govern safety related issues concerning the operation of its switches connected to this Point of Interconnection and will provide a copy of those procedures to the other Party upon request. Each Party agrees to comply with the aforementioned switching procedures of the other Party with respect to holds requested on switching devices owned by such other Party.
11. Standards:

The Parties agree to cause their facilities being newly constructed, as described in this Facility Schedule, to be designed and constructed in accordance with (a) Good Utility Practice (as defined in PUCT Rule 25.5(56) or its successor), (b) applicable laws and regulations, (c) the applicable provisions of the NERC Reliability Standards and ERCOT requirements, and (d) the applicable provisions of the following standards in effect at the time of construction of this Point of Interconnection: National Electrical Safety Code, ANSI Standards, and IEEE Standards.

12. Supplemental terms and conditions attached (check one): X Yes / No

- i) Oncor may procure, in accordance with the requirements of TNMP, certain materials and equipment to the extent mutually agreed upon in writing with TNMP in order to expedite the installation of the TNMP Station facilities and any required transmission line modifications. Such mutual agreement will be documented by an amendment to this facility schedule.
- ii) Based on the load flow study performed by TNMP to add the proposed load at the Point of Interconnection, TNMP informed Oncor that TNMP will need to install 2-69 kV 5.0 MVAR capacitor banks (the "TNMP Capacitor Banks"). Oncor acknowledges that TNMP is unable to procure the TNMP Capacitor Banks by the date they are needed to support the desired in-service date of the Oncor Substation. Accordingly, until such time as the TNMP Capacitor Banks are installed and in-service, Oncor agrees that the load at the Point of Interconnection shall not exceed six (6) MW; provided, however, that Oncor may elect to install, at its sole cost and expense, the necessary capacitors on the distribution voltage side of the Oncor Substation as a temporary measure to enable Oncor to exceed the maximum six (6) MW load at the Point of Interconnection until such time as the TNMP Capacitor Banks are installed and in-service. The size and quantity of those capacitors would be determined by TNMP. The operation of such capacitors would be performed by Oncor under the dispatch control of TNMP pursuant to the dispatch procedures established.
- iii) Both Parties will provide data to ERCOT, in accordance with ERCOT requirements, via the ERCOT Inter-control Center Communications Protocol (ICCP) network.

ONE LINE DIAGRAM



FACILITY SCHEDULE NO. 26

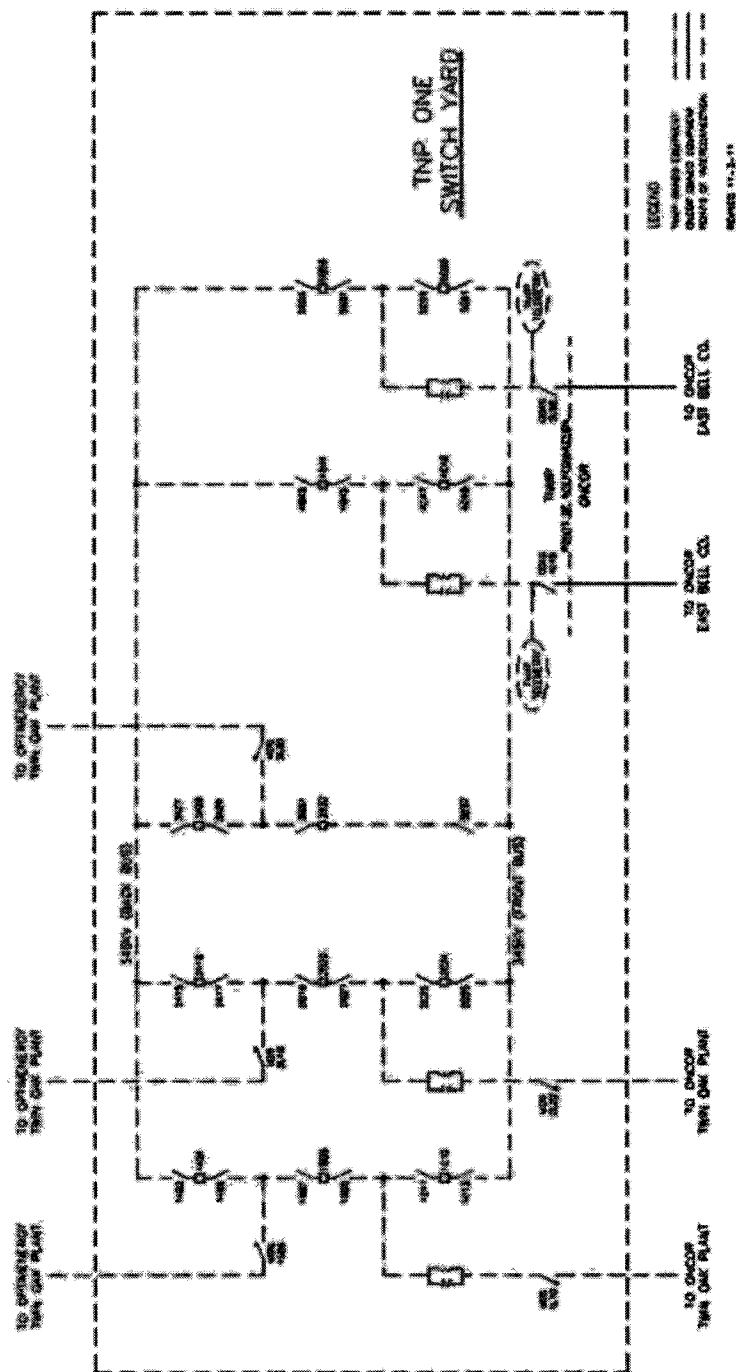
1. **Name:** TNP One
2. **Point of Interconnection location:**
These Points of Interconnection are located in TNMP's TNP One Switching Station ("TNMP Station") on Highway 6 approximately 8.5 miles north of Calvert, TX, at 13065 Plant Road, Bremond, Robertson County, Texas. The Points of Interconnection are where Oncor's 345 kV transmission circuits terminate on TNMP's dead-end structures located within the TNMP Station fence, more specifically where Oncor's jumpers from Oncor's 345 kV transmission circuits connect to TNMP's switches #4L46 and #5L58 (See attached single line diagram).
3. **Delivery voltage:** 345 kV
4. **Metering (voltage, location, losses adjustment due to metering location, and other):** N/A
5. **Normally closed (check one):**
TNMP Switch No. 4L46: X Yes / No
TNMP Switch No. 5L58: X Yes / No
6. **One line diagram attached (check one):** X Yes / No
7. **Facilities to be furnished by Oncor:**
 - a) Transmission circuits from Oncor's East Bell County station into the TNMP Station.
 - b) Hardware necessary to affix Oncor's static wires to the dead-end towers, and the insulator strings for phase wire bundles to the dead-end towers.
 - c) Conductors and connectors necessary to connect phase wire bundles to lightning arresters and to TNMP switches #4L46 and #5L58.
 - d) Oncor will terminate its phase and static wires to TNMP's dead-end structures, and also connect its phase wires to TNMP's switches #4L46 and #5L58.
8. **Facilities to be furnished by TNMP:**
 - a. Land and all facilities constituting the TNMP Station except as specifically noted otherwise.
 - b. Dead end structures in the TNMP Station.
 - c. TNMP will add bus and breakers for a double bus design.
 - d. TNMP will add transmission line protection designed for high speed relaying to coordinate with the carrier protection scheme in the Oncor East Bell County station.
9. **Cost Responsibility:**

Each Party shall be responsible for all costs it incurs associated with facilities it owns at, connected to, or associated with, the Point of Interconnection, including, but not limited to, costs associated with the ownership, engineering, procurement, construction, operation, maintenance, replacement, repair and testing of such facilities provided, however, that this Item 9 is subject to any liability and indemnity provisions of this Agreement. This Item 9 shall not relieve either Party of its respective obligations under those provisions of this Agreement.

10. **Supplemental terms and conditions attached (check one):** X Yes /
 No

TNMP will provide data to ERCOT, in accordance with ERCOT requirements, via the ERCOT Inter-control Center Communications Protocol (ICCP) network.

FACILITY SCHEDULE NO. 26
TNP ONE POINT OF INTERCONNECTION
ONE-LINE DIAGRAM



FACILITY SCHEDULE NO. 28

1. **Name:** Twin Oak 345 kV
2. **Point of Interconnection location:**
There are four Points of Interconnection in the Oncor Twin Oak Switching Station ("Oncor's Station") in Robertson County, Texas, two to the South bus and two to the North bus. The Points of Interconnection are located where the Oncor jumpers connect to the TNMP breaker disconnect switches in Oncor's Station. (See attached one-line diagram.)
3. **Delivery voltage:** 345 kV
4. **Metering (voltage, location, losses adjustment due to metering location, and other):**
N/A
5. **Normally closed (check one):**
North Bus : X Yes / No
South Bus : X Yes / No
6. **One line diagram attached (check one):** X Yes / No
7. **Facilities to be furnished by Oncor:**
 - a. The land and facilities constituting Oncor's Station, except as otherwise noted in the attached one line diagram or Section 8 of this Facility Schedule.
 - b. The jumpers that tie the Oncor bus to the TNMP owned breaker disconnect switches.
 - c. Communications circuits from Oncor's Station to the Oncor microwave tower necessary for TNMP's and Oncor's relaying and communications.
 - d. A port in the RTU for TNMP to poll.
8. **Facilities to be furnished by TNMP:**
 - a. Two 345 kV transmission circuits from TNMP's TNP One station to Oncor's Station ("Transmission Circuits")
 - b. Two dead-end structures within Oncor's Station and associated facilities to terminate the Transmission Circuits into Oncor's Station.
 - c. Four 345 kV transmission line breakers and associated disconnect switches in Oncor's Station.
 - d. Relay protection including cables, conduit, and instrument transformers for the Transmission Circuits.
 - e. One set of potential, current devices, and arrestors for each of the Transmission Circuits.

- f. Buswork including supports, insulators, connectors, hardware, protection, concrete, static protection, and bus work on TNMP's side of the Points of Interconnection in Oncor's Station to connect to Oncor bus work.
- g. Communication and telemetry facilities necessary at Oncor's Station for TNMP's control center to monitor flow between the Parties using TNMP's current transformers on the Transmission Circuits and TNMP's voltage transformers on the bus.
- h. TNMP will provide means to secure the Oncor control house in which the TNMP relay panels, associated with TNMP's breakers, are located.

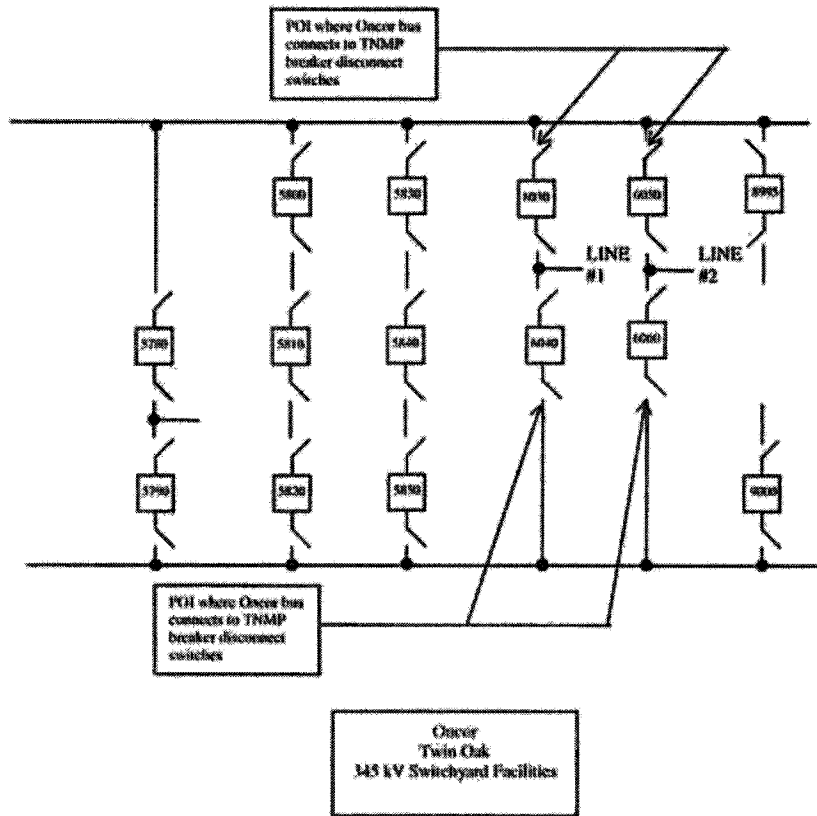
9. **Cost Responsibility:**

Each Party shall be responsible for all costs it incurs associated with facilities it owns at, connected to, or associated with, the Point of Interconnection, including, but not limited to, costs associated with the ownership, engineering, procurement, construction, operation, maintenance, replacement, repair and testing of such facilities provided, however, that this Section 9 is subject to any liability and indemnity provisions of the Agreement. This Section 9 shall not relieve either Party of its respective obligations under those provisions of the Agreement.

10. **Supplemental terms and conditions attached (check one):** ☒ Yes / ☐ No

- a. TNMP's telecommunications with its equipment at Oncor's Station will be via its interface with the Oncor microwave system pursuant to the Microwave Installation and Maintenance Agreement between Texas Utilities Electric Company and Texas New Mexico Power Company for Facilities at Twin Oak Microwave Site dated December 20, 1989.
- b. Oncor will provide ingress and egress to the TNMP facilities located within Oncor's Station.
- c. The Parties affirm that no provisions of that agreement entitled Interconnection and Transmission Wheeling Agreement Between Texas Utilities Electric Company and Texas-New Mexico Power Company dated May 14, 1990 are in effect.
- d. TNMP will provide data to ERCOT, in accordance with ERCOT requirements, via the ERCOT Inter-control Center Communications Protocol (ICCP) network.

Facility Schedule No. 28
ONE LINE DIAGRAM
TWIN OAK SWITCHING STATION



Note: This one-line diagram is for illustration only and shall not be used for purposes of design, construction or operations