



Control Number: 35077



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**PUBLIC UTILITY COMMISSION OF TEXAS**

**Substantive Rule 25.195(e)**

**Project No. 35077**

2013 OCT -8 PM 2:39

PUBLIC UTILITY  
FILING CLERK

**RESTATED AND AMENDED**

**INTERCONNECTION AGREEMENT**

**DATED AS OF JULY 28, 2010**

**Amendment No. 3: Dated September 13, 2013**

**BETWEEN**

**AEP TEXAS NORTH COMPANY**

**AND**

**SOUTHWEST TEXAS ELECTRIC COOPERATIVE, INC.**

**OCTOBER 8, 2013**

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**AMENDMENT NO. 3 TO THE  
RESTATED AND AMENDED INTERCONNECTION AGREEMENT  
BETWEEN  
AEP TEXAS NORTH COMPANY  
AND  
SOUTHWEST TEXAS ELECTRIC COOPERATIVE, INC.**

This Amendment No. 3 to the Restated and Amended Interconnection Agreement between AEP Texas North Company and Southwest Texas Electric Cooperative, Inc. (this "Amendment") is made by and between AEP Texas North Company ("Company"), Southwest Texas Electric Cooperative, Inc. ("Southwest Texas" or "SWTEC") and Golden Spread Electric Cooperative, Inc. ("Golden Spread" or "GSEC") as of SEPTEMBER 10, 2013. Company, Southwest Texas and Golden Spread are each sometimes hereinafter referred to individually as a "Party" or collectively as the "Parties."

**WITNESSETH**

WHEREAS, Company, Southwest Texas and Golden Spread are parties to that certain Restated and Amended Interconnection Agreement dated as of July 28, 2010 (the "Interconnection Agreement");

WHEREAS, the Interconnection Agreement provides terms and conditions that allow a Point of Interconnection to be added to, deleted from, or amended to the Interconnection Agreement, as mutually agreed by the Parties, whereby such addition or deletion or amendment is to be recorded in Exhibit A and a Facility Schedule 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 Facility Schedule No. 29 that provides for the Rock Hollow Point of Interconnection (which will be a SWTEC-owned Point of Interconnection).

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. This Amendment shall be effective as of SEPTEMBER 10, 2013 or upon such other date specified by the Federal Energy Regulatory Commission (the "Effective Date").

B. References to the "Parties" in the Interconnection Agreement shall mean Company, Southwest Texas and Golden Spread, collectively. References to a "Party" in the Interconnection Agreement shall mean each individually Company, Southwest Texas and Golden Spread. References to "Cooperative" in the Interconnection Agreement shall mean Southwest Texas or Golden Spread, as appropriate, depending on the Cooperative designated in Exhibit A and applicable Facility Schedule attached to the Interconnection Agreement as the Cooperative that installs, owns, operates and maintains the Point of Interconnection facilities.

C. Effective as of the Effective Date, Exhibit A of the Interconnection Agreement is hereby amended and superseded by the revised Exhibit A attached hereto.

D. Effective as of the Effective Date, Facility Schedule No. 29 attached hereto is hereby added to the Interconnection Agreement.

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

All other terms and conditions of the Interconnection Agreement, as previously amended, 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]**

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed in three (3) counterparts, each of which shall be deemed an original but both shall constitute one and the same instrument.

**Southwest Texas Electric Cooperative, Inc.**

By: 

William Whitten  
General Manager

Date: \_\_\_\_\_, 2013

**Golden Spread Electric Cooperative, Inc.**

By: 

Michael L. Wise  
Vice President Commercial Operations and Transmission

Date: 8-23-13, 2013

**AEP Texas North Company**

 By: 

Scott N. Smith  
Vice President

Date: 9/10/13, 2013

## EXHIBIT A

Facility Schedule No.	LOCATION OF POINT(S) OF INTERCONNECTION (# of Points) ** denotes GSEC POI	INTERCONNECTION VOLTAGE (kV)	LAST DATE(S) OF AMENDMENT IN THIS OR PREVIOUS INTERCONNECTION AGREEMENT*
1	Allen (1)	12.5	April, 15, 2009
2	Arrott (1)	12.5	January 1, 2000
3	Barnhart (1)	12.5	May 14, 1986 August 28, 2012
4	Big Lake (1)	12.5	January 1, 2000
5	Cauthorn (1)	138	January 1, 2000
6	Eldorado (1)	12.5	January 1, 2000
7	Girvin (1)	12.5	January 1, 2000
8	Hulldale (1)	69.0	January 1, 2000
9	Menard (1)	12.5	January 1, 2000
10	Mertzon (1)	12.5	January 1, 2000
11	Middle Valley 12.5 (1)	69.0	January 1, 2000
12	Middle Valley 24.9 (1)	69.0	January 1, 2000
13	Midway Lane (3)	12.5	January 1, 2000
14	North Sonora (1)	12.5	January 1, 2000
15	Ozona (1)	69.0	January 1, 2000
16	Powell Field (1)	12.5	January 1, 2000
17	Sheffield (1)	12.5	January 1, 2000
18	Sonora (1)	12.5	January 1, 2000
19	Sonora Atlantic (1)	12.5	January 1, 2000
20	Strauss Ranch (1)	69.0	January 1, 2000
21	Tippett/McCamey (1)	12.5	January 31, 2003
22	Walker Field/Mesa View (1)	12.5	January 31, 2003
23	White-Baker (1)	69.0	January 1, 2000
24	Pecos River (1)	69.0	July 28, 2010
25	Barnhart Phillips (1)	12.5	August 28, 2012
26	Northern Natural Line (1)	12.5	August 28, 2012
27	Yucca (1)	12.5	May 1, 2013
28	Flat Rock (1)	12.5	May 1, 2013
29	Rock Hollow (1)	138.0	<i>SEPTEMBER 10, 2013</i>

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

## FACILITY SCHEDULE NO. 29

1. **Name:** **Rock Hollow**
2. **Facility Location:** The Point of Interconnection is located approximately 9.7 miles northeast of AEP's Big Lake substation, in Reagan County, Texas. More specifically, the Point of Interconnection is at Southwest Texas' first structure outside of the Company's 138 kV box bay Jerry Substation ("Substation") with Company owning the single span of conductors back to the Substation, and Southwest Texas owning the structure and remaining conductors to Southwest Texas' distribution substation approximately 150 feet from the Substation.
3. **Delivery Voltage:** 138 kV
4. **Metering Voltage:** 14.4 kV
5. **Loss Adjustment Due To Meter Location:** Yes
6. **Normal Operation of Interconnection:** Closed
7. **One-Line Diagram Attached:** Yes
8. **Facilities Ownership and Installation Responsibilities of the Parties:**
  - A. **Company will install and own the following facilities:**
    - i. the Substation and all associated facilities, including but not limited to the in-line and radial switches, Substation structures and property, and the first radial span of conductor out of the Substation
    - ii. the 14.4 kV metering facilities
  - B. **Southwest Texas will install and own the following facilities:**
    - i. the first structure outside of Substation and remaining facilities to Southwest Texas' distribution substation
    - ii. isolating protective device within 2 spans of the 138 kV Point of Interconnection
    - iii. SCADA meter in series/parallel with the Company CT's/PT's
9. **Facility Operation Responsibilities of the Parties:**

Each Party will operate the facilities it owns.
10. **Facility Maintenance Responsibilities of the Parties:**

Each Party will maintain the equipment it owns.

11. **Estimated Peak Load:** 15,000 kW

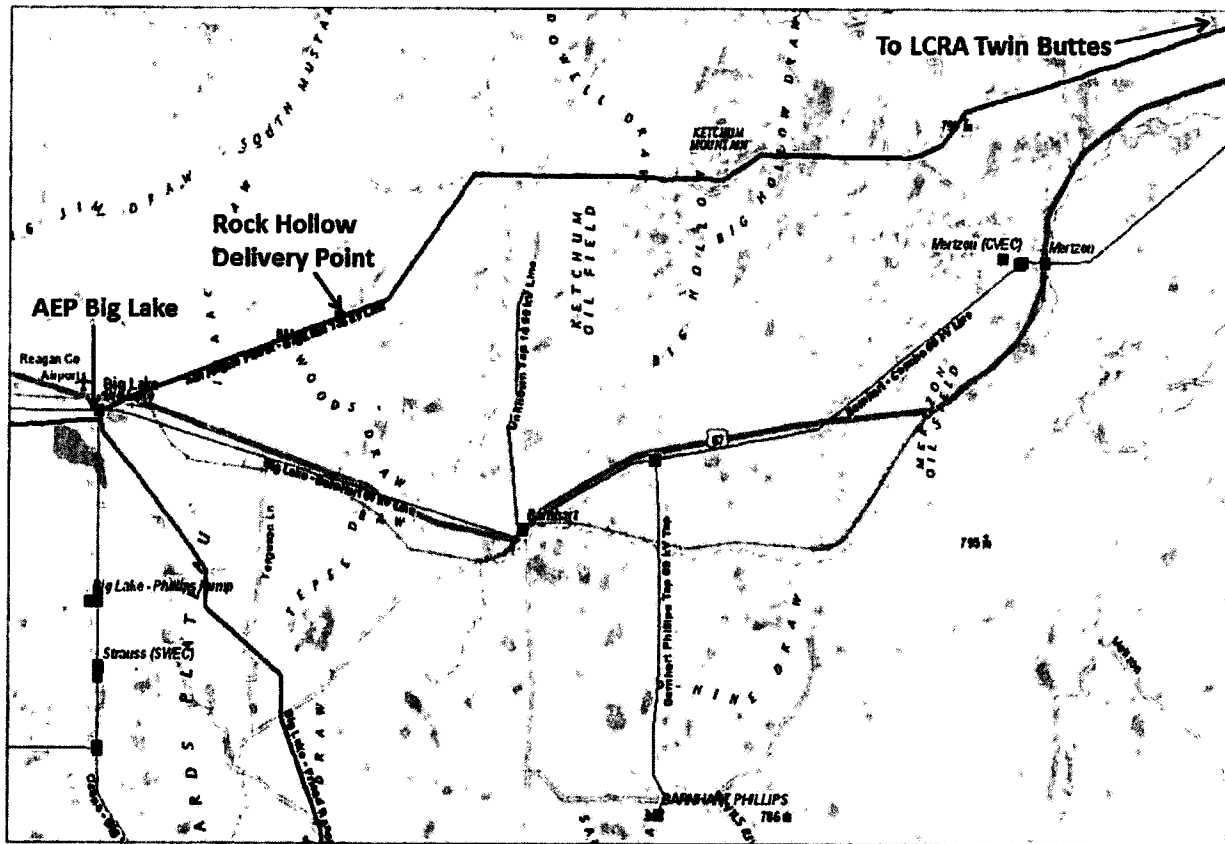
12. **Other Terms and Conditions:**

- A. The Parties recognize that Company is installing the facilities described in Section 8A hereinabove to facilitate Southwest Texas' request for a new Point of Interconnection. If Southwest Texas cancels its request for this Point of Interconnection prior to or after energizing this Point of Interconnection because the facilities are not required, Southwest Texas agrees to pay Company for the costs that it has incurred in accordance with Sections 4.11 and 4.12 of the Agreement (including the temporary facilities costs described in Section 12C, below). Any payment by Southwest Texas will be treated as a contribution in aid of construction for tax purposes and Southwest Texas agrees to reimburse Company a tax gross up amount for any federal income tax that may be due as a result any such payment by Southwest Texas to Company. Company's estimated total installed cost of its facilities is One Million Eight Hundred Thousand Dollars (\$1,800,000).
- B. Southwest Texas has requested an in-service date for the Point of Interconnection of March 31, 2014. Company will use reasonable efforts to provide the Point of Interconnection on the desired in-service date in accordance with, and subject to the terms of, Section 4.5(a) of the Agreement.
- C. In the event Company reasonably expects that it will not be able to complete the Point of Interconnection by the requested in-service date, Company will promptly provide written notice to Southwest Texas and will undertake reasonable efforts to meet the earliest date thereafter. At Southwest Texas' request, Company will also install the temporary facilities (temporary pole and hard tap conductors) necessary to energize the Point of Interconnection by the requested in-service date, and Company will not directly assign to, or otherwise recover from, Southwest Texas the costs it incurs in installing and removing those temporary facilities except as described in Section 12A, above. The Parties will keep each other advised periodically as to the progress of their respective design, procurement, and construction efforts regarding the Point of Interconnection. If, at any time, Southwest Texas becomes aware that the completion of the Point of Interconnection will not be required until after the requested in-service date, Southwest Texas will promptly provide written notice to Company of a new, later in-service date.
- D. Parties mutually agree that this Facility Schedule may be amended to accurately document the final as-built design of the installed permanent interconnection facilities.

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



# Area Map



# Conceptual One Line Diagram

