



Control Number: 35077



Item Number: 403

Addendum StartPage: 0

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

**Project No. 35077**

2013 OCT -8 PM 2:38  
PUBLIC UTILITY COMMISSION  
FILING CLERK

**INTERCONNECTION AGREEMENT**  
**AMONG**  
**AEP TEXAS NORTH COMPANY,**  
**CONCHO VALLEY ELECTRIC COOPERATIVE, INC.,**  
**AND**  
**GOLDEN SPREAD ELECTRIC COOPERATIVE, INC.**

**DATED January 1, 2000**

**As Amended by**

**Amendment No. 1, dated September 10, 2013**

**October 8, 2013**

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403

**AMENDMENT NO. 1 TO THE  
INTERCONNECTION AGREEMENT  
BETWEEN  
AEP TEXAS NORTH COMPANY,  
CONCHO VALLEY ELECTRIC COOPERATIVE, INC.,  
AND  
GOLDEN SPREAD ELECTRIC COOPERATIVE, INC.**

This Amendment No. 1 to the Interconnection Agreement between West Texas Utilities, now known as AEP Texas North Company, and Concho Valley Electric Cooperative, Inc. (this "Amendment") is made by and between AEP Texas North Company ("Company"), Concho Valley Electric Cooperative, Inc., ("Concho Valley"), and Golden Spread Electric Cooperative, Inc. ("Golden Spread") as of SEPTEMBER 10, 2013. Company, Concho Valley and Golden Spread are each sometimes hereinafter referred to individually as a "Party" or collectively as the "Parties." In consideration of the mutual promises and undertakings herein set forth, the Parties hereby agree to amend the Interconnection Agreement as set forth herein.

**WITNESSETH**

WHEREAS, Company and Concho Valley are parties to that certain Interconnection Agreement dated as of January 1, 2000 ("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 Company and Concho Valley, whereby such additions, deletions or amendments are 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;

WHEREAS, effective May 23, 2013, Concho Valley assigned, and Golden Spread assumed, that part of Concho Valley's rights, interests and obligations under the Interconnection Agreement that relate to any facilities installed or to be installed to establish Points of Interconnection under the Interconnection Agreement that Golden Spread owns or will in the future own;

WHEREAS, Concho Valley has transferred ownership of its Barnhart North, Carlsbad/Grape Creek, Harriett, Lake Nasworthy, Mertzon, Orient, Silver 69kV, Sterling City, Rollans and Veribest Point of Interconnection facilities to Golden Spread;

WHEREAS, the Parties have agreed to amend the Interconnection Agreement to add Golden Spread as a Party;

WHEREAS, the Parties have agreed to amend the Interconnection Agreement by adding new Facility Schedule No. 19 to document the existing Rollans Point of Interconnection in the Interconnection Agreement and new Facility Schedule No. 20 to provide for the new Newton T. Busby Point of Interconnection in a timely manner;

WHEREAS, Concho Valley intends to transfer ownership of the new Newton T. Busby Point of Interconnection facilities to Golden Spread;

WHEREAS, the Parties have agreed to amend the Interconnection Agreement by deleting the Tankersly Point of Interconnection; and

WHEREAS, the Parties have agreed to amend Exhibit A to the Interconnection Agreement to replace the original one line diagrams with new one line diagrams to the extent necessary to reflect Golden Spread's ownership of the Barnhart North, Carlsbad/Grape Creek, Harriett, Lake Nasworthy, Mertzon, Orient, Silver 69kV, Sterling City, and Veribest Point of Interconnection facilities.

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. The Interconnection Agreement is amended to add Golden Spread as an additional "Party" and "Cooperative." References to the "Parties" in the Interconnection Agreement shall mean Company, Concho Valley and Golden Spread, collectively. References to a "Party" in the Interconnection Agreement shall mean each individually Company, Concho Valley and Golden Spread. References to "Cooperative" in the Interconnection Agreement shall mean Concho Valley 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. Notices to Golden Spread under Section 12.1 of the Interconnection Agreement shall be sent to:

Mark Schwirtz  
President and General Manager  
Golden Spread Electric Cooperative, Inc.  
PO Box 9898  
Amarillo, TX 79105-5898

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. 19 attached hereto is hereby added to the Interconnection Agreement.

E. Effective as of the Effective Date, Facility Schedule No. 20 attached hereto is hereby added to the Interconnection Agreement.

F. Effective as of the Effective Date, the one line diagrams for Exhibit A to the Interconnection Agreement for the Barnhart North, Carlsbad/Grape Creek, Harriett, Lake Nasworthy, Mertzon, Orient, Silver 69kV, Sterling City, and Veribest Point of Interconnection facilities are replaced with new one line diagrams for those Points of Interconnection 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]**

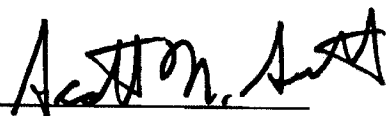
IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed in two (2) counterparts, each of which shall be deemed an original but both shall constitute one and the same instrument.

**Concho Valley Electric Cooperative, Inc.**

By:   
Kelly Lankford  
Executive VP/CEO


Date: 8-26-13

**AEP Texas North Company**

*gws*  
By:   
Scott N. Smith  
Vice President

Date: 9/10/13

**Golden Spread Electric Cooperative, Inc.**

By:   
Michael L. Wise  
Vice President Commercial Operations and Transmission

Date: 8-23-13

# EXHIBIT A

Facility Schedule No.	POINT OF INTERCONNECTION (# of Points) * denotes GSEC POI	DELIVERY VOLTAGE (kV)	METER VOLTAGE (kV)	METER COMPENSATION FOR LOSSES	ONE-LINE DIAGRAM ATTACHED
1	<b>Barnhart North*</b> Located in CVEC substation 12 miles north of Barnhart on East side and adjacent to Highway 163	66.0	14.4/24.9	No	Yes
2	<b>Bronte (1)</b> 6 miles West of Bronte on Highway 158, south 2 miles	12.5	12.5	No	Yes
3	<b>Broome (1)</b> 1 mile northwest of Broome on Highway 87, 200 yards south	12.5	12.5	No	Yes
4	<b>Carlsbad*</b> South of US 87 in Coop Substation adjacent to structure 4/9 of the Grape Creek 69 kV tap line	69.0	12.5	No	No
5	<b>CRMDWD Pump Station #2 (1)</b> Adjacent to #19/9A on WTU's Ballinger to Red Creek 138kV structure #19/10 of the WTU San Angelo - Ballinger 138kV transmission line. In CRMWD's Substation for pump Station No. 2	138.0	4.16	No	No
6	<b>CRMDWD Pump Station #4 (1)</b> Adjacent to #24/3 of the WTU, San Angelo Sterling City 69kV transmission line. In CRMWD Substation for Pump Station #4	69.0	4.16	No	No
7	<b>CRMDWD Pump Station #5 (1)</b> Adjacent to a WTU structure #45/1 of the WTU, existing San Angelo - Sterling City 69kV transmission line	69.0	4.16	No	No

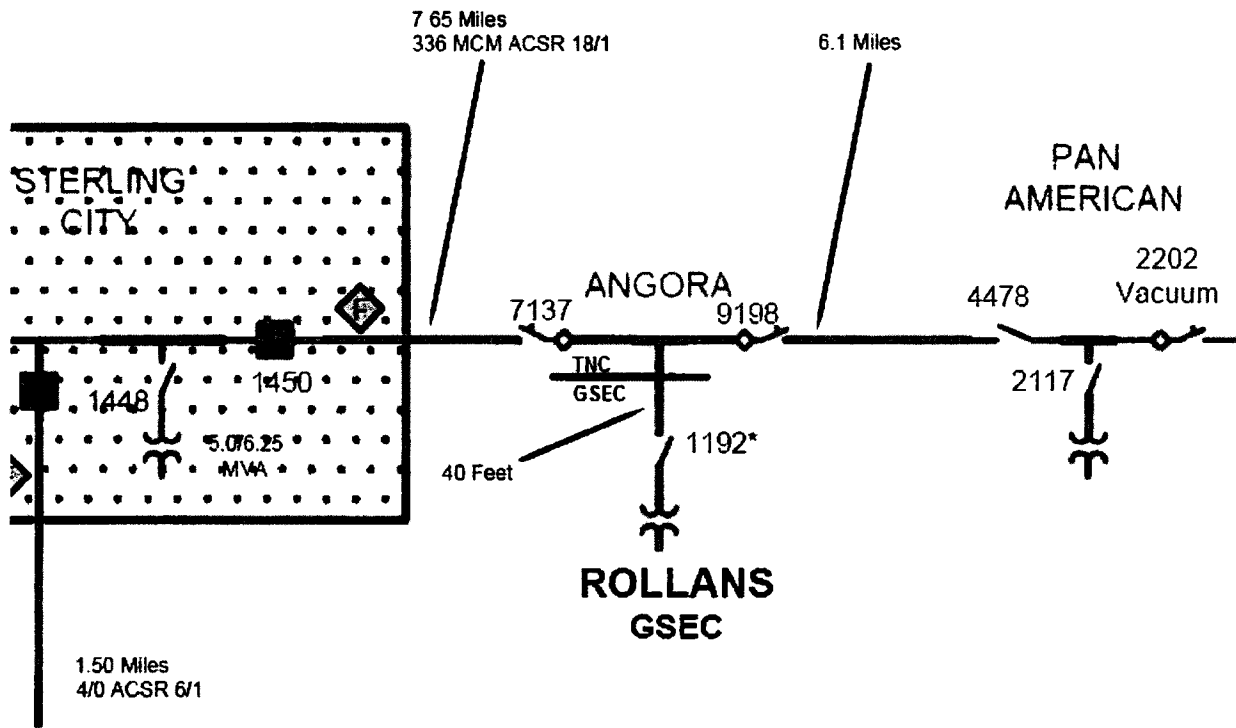
Facility Schedule No.	POINT OF INTERCONNECTION (# of Points) * denotes GSEC POI	DELIVERY VOLTAGE (kV)	METER VOLTAGE (kV)	METER COMPENSATION FOR LOSSES	ONE-LINE DIAGRAM ATTACHED
8	<b>Edith (1)</b> Going west of Robert Lee, first road west at Edith, then north on County Road 2 miles north of highway	12.5	12.5	No	Yes
9	<b>Eola (1)</b> Near Eola Substation at the intersection of Highway 381 and 765	12.5	12.5	No	Yes
10	<b>Harriett*</b> 4 mile west of Miles on Highway 67, then South 2 miles in Substation	66.0	12.5	No	Yes
11	<b>Lake Nasworthy*</b> 2 miles south of the intersection of Loop 306 and Highway 277 and ½ mile west of US 277	69.0	12.5	No	Yes
12	<b>Mertzton CVEC-69 kV*</b> Located approximately 1.5 miles west of intersection of US 67 and Main Street in Mertzton	69.0	12.5	No	Yes
13	<b>Orient*</b> On 138 kV, just north of the Goodyear tire testing grounds	138.0	12.5	No	Yes
14	<b>Paint Rock (1)</b> In distribution 2 miles south of Paint Rock, Highway 83, 200 yards east of highway	12.5	12.5	No	Yes
15	<b>Silver CVEC-69 kV*</b> In CVEC Substation at intersection of road through Silver and road to Sun Oil Co's gas plant and WTU's Silver Substation	69.0	12.5	No	Yes
16	<b>Sterling City*</b> Pole 1 mile northwest of Sterling	67.0	24.9	No	Yes
17	<b>Tankersley</b> <del>¼ mile off Highway 67 on</del> <del>Highway 2335</del>	<del>12.5</del>	<del>12.5</del>	<del>No</del>	<del>Yes</del>

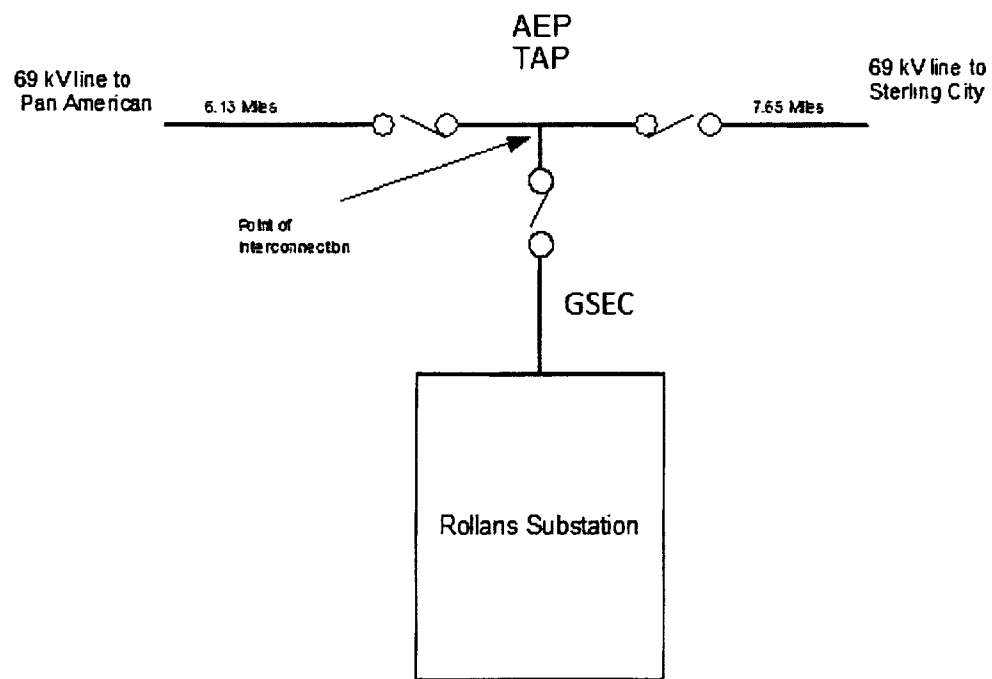


18	<b>Veribest*</b> 12 miles east of San Angelo on FM 765 in Coop Substation	69.0	12.5	No	Yes
19	<b>Rollans (1)*</b>	69.0	12.5	Yes	Yes
20	<b>Newton T. Busby (1)*</b>	138.0	24.9	No	Yes

## FACILITY SCHEDULE NO. 19

1.    **Name:**                               **Rollans**
  
2.    **Facility Location:**   Point of Interconnection is in Golden Spread's Rollans Substation ("Substation") at 2651 State Highway 158 East, Sterling City, TX 76951, in Sterling County
  
3.    **Delivery Voltage:**   69 kV
  
4.    **Metered Voltage:**   12.5 kV
  
5.    **Loss Adjustment Due To Meter Location:**               Yes
  
6.    **Normal Operation of Interconnection:**               Closed
  
7.    **One-Line Diagram Attached:**                               Yes
  
8.    **Facilities Ownership Responsibilities of the Parties:**
  - A.    **Company will own the following facilities:**
    - i.    the Sterling City to Cedar Hill 69 kV transmission line (existing)
    - ii.   the in-line switches #7137 and #9198 in the Sterling City to Cedar Hill 69 kV transmission line (existing)
  
  - B.    **Golden Spread will own the following facilities:**
    - i.    the Substation and all the facilities within it (existing)
    - ii.   the radial switch #1192 (existing)
  
9.    **Facility Operation Responsibilities of the Parties:**
  - i.    Each Party operates the facilities it owns
  - ii.   Company is to have access to switch #1192
  
10.   **Facility Maintenance Responsibilities of the Parties:**
  - i.    Each Party will maintain the equipment it owns at its expense.
  
11.   **Maximum Contact Demand:**                               2,100 kW
  
12.   **Other Terms and Conditions:**                       None





## FACILITY SCHEDULE NO. 20

1. **Name:** **Newton T. Busby**
2. **Facility Location:** The Point of Interconnection is located approximately 12.41 miles east of the intersection of State Hwy 163 and Farm Road 2469, in Irion County, Texas. More specifically, the Point of Interconnection is at Golden Spread's first structure outside of the Company's 138 kV box bay Hargrove Substation ("Substation") with Company owning the single span of conductors back to the Substation, and Golden Spread owning the structure and remaining conductors to Golden Spread's distribution substation approximately 1,000 feet from the Substation.
3. **Delivery Voltage:** 138 kV
4. **Metering Voltage:** 24.9 kV
5. **Loss Adjustment Due To Meter Location:** None
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 Big Lake to Twin Buttes 138 kV transmission line (existing)
    - ii. 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
    - iii. the 24.9 kV metering facilities
  - B. **Golden Spread will install and own the following facilities:**
    - i. the first structure outside of Substation and remaining facilities to the Golden Spread 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 at its own expense.

11. **Estimated Peak Load:** 10,000 kW

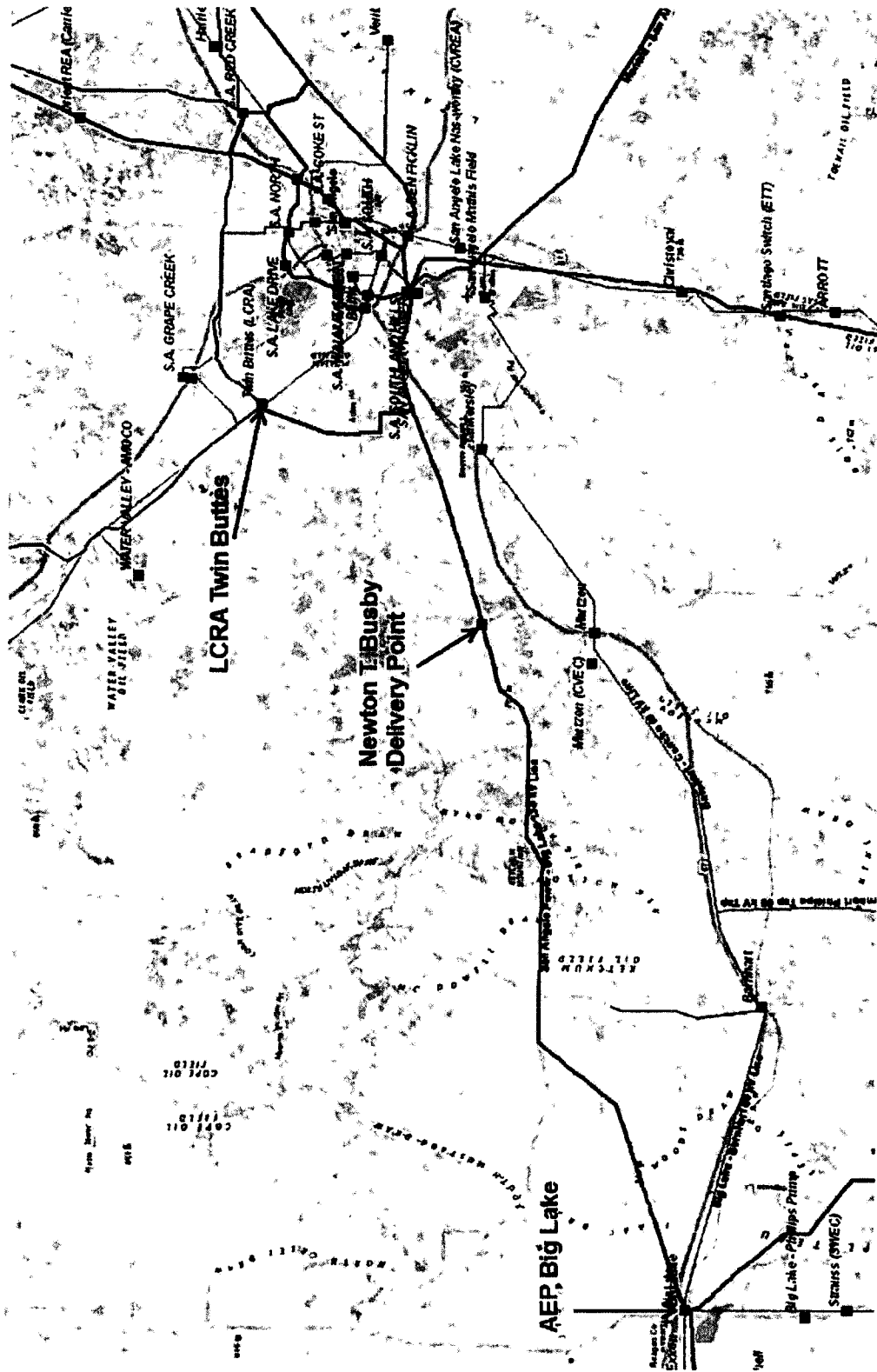
12. **Other Terms and Conditions:**

- A. The Parties recognize that Company is installing the facilities described in Section 8A hereinabove to facilitate Golden Spread's request for a new Point of Interconnection. If Golden Spread cancels its request for this Point of Interconnection prior to energizing this Point of Interconnection because the facilities are not required, Golden Spread 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 (including the temporary facilities costs described in Section 12C, below). If Golden Spread terminates and discontinues the use of this Point of Interconnection after it is energized and as a result of such termination and discontinuation of use the Company facilities that comprise the Point of Interconnection are no longer energized or the costs of such facilities are no longer recoverable, Golden Spread shall pay Company the depreciated book value plus removal cost less salvage value of such facilities, or Golden Spread may purchase such facilities at depreciated book value provided Golden Spread removes or otherwise disconnects such facilities from a direct connection to the Company system. Any payment by Golden Spread will be treated as a contribution in aid of construction for tax purposes and Golden Spread 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 Golden Spread to Company.
- B. Golden Spread has requested an in-service date for the Point of Interconnection of February 28, 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 3.3 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 Golden Spread and will undertake reasonable efforts to meet the earliest date thereafter. At Golden Spread's 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, Golden Spread 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, Golden Spread becomes aware that the completion of the Point of Interconnection will not be required until after

the requested in-service date, Golden Spread 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.

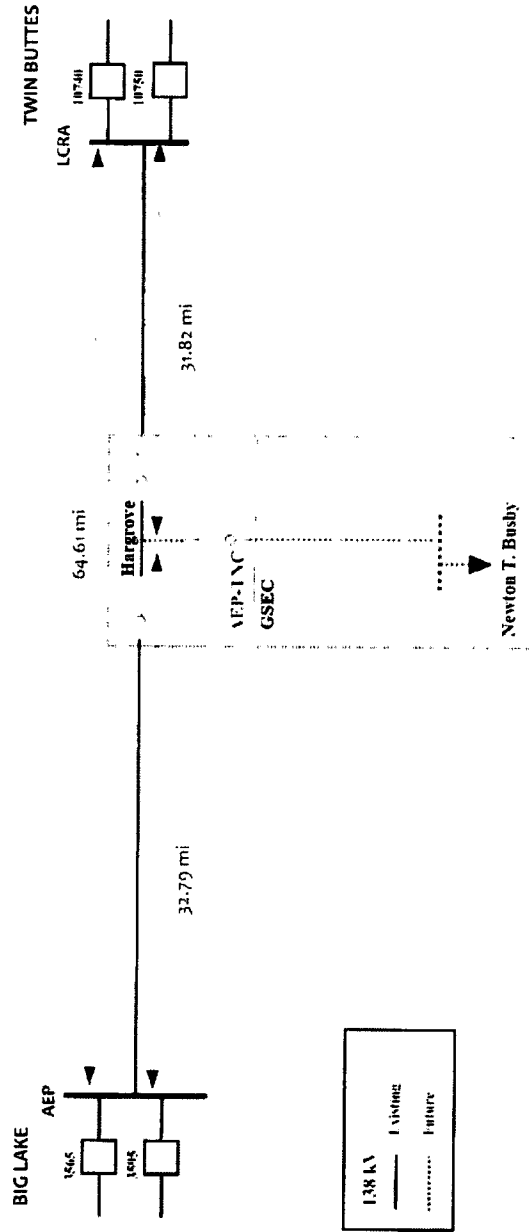
# Area Map



Newton T. Busby  
Facility Schedule No. 20

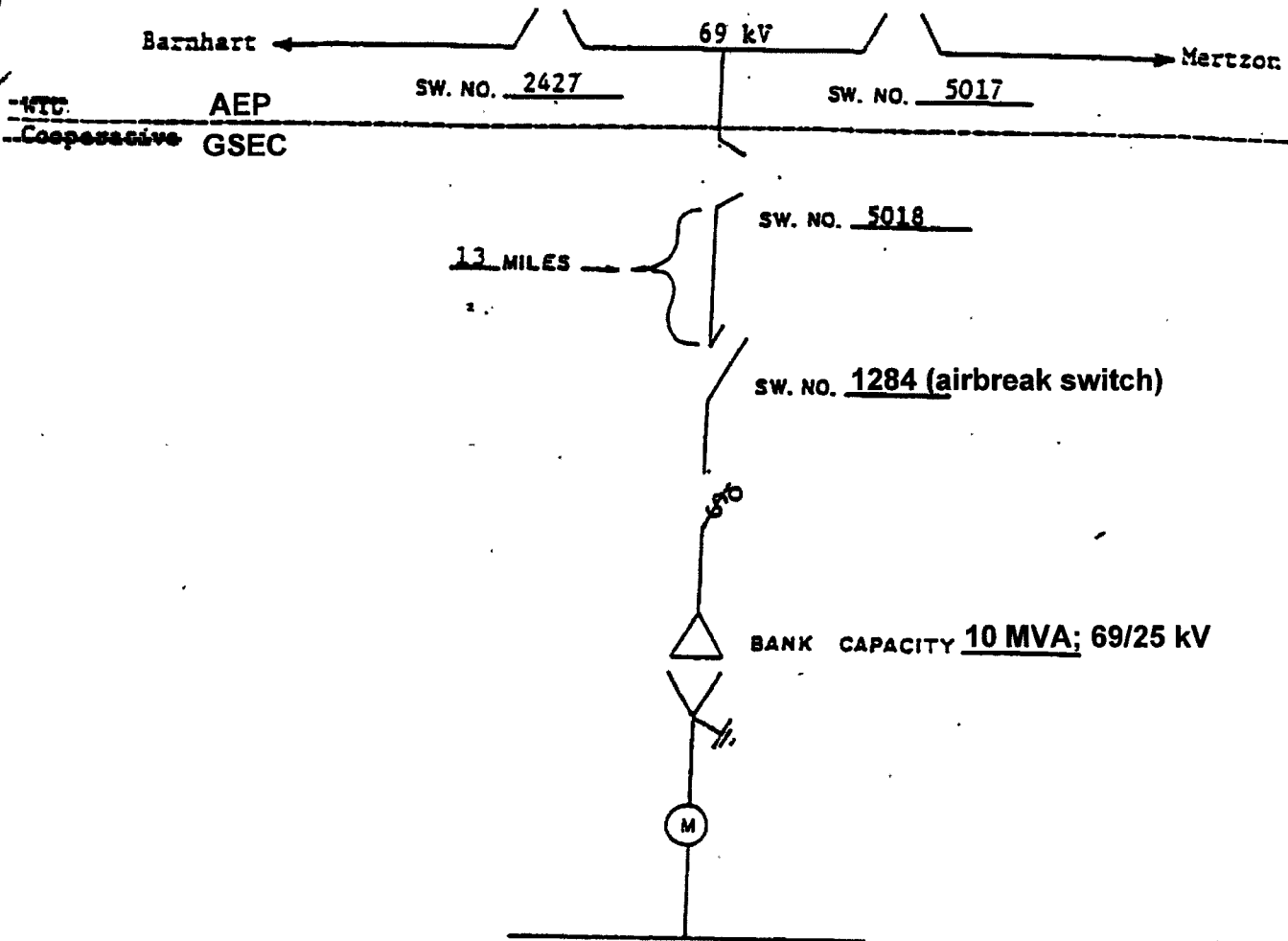


# Conceptual One Line Diagram



Newton T. Busby  
Facility Schedule No. 20

# ONE LINE DIAGRAM FOR EXHIBIT A



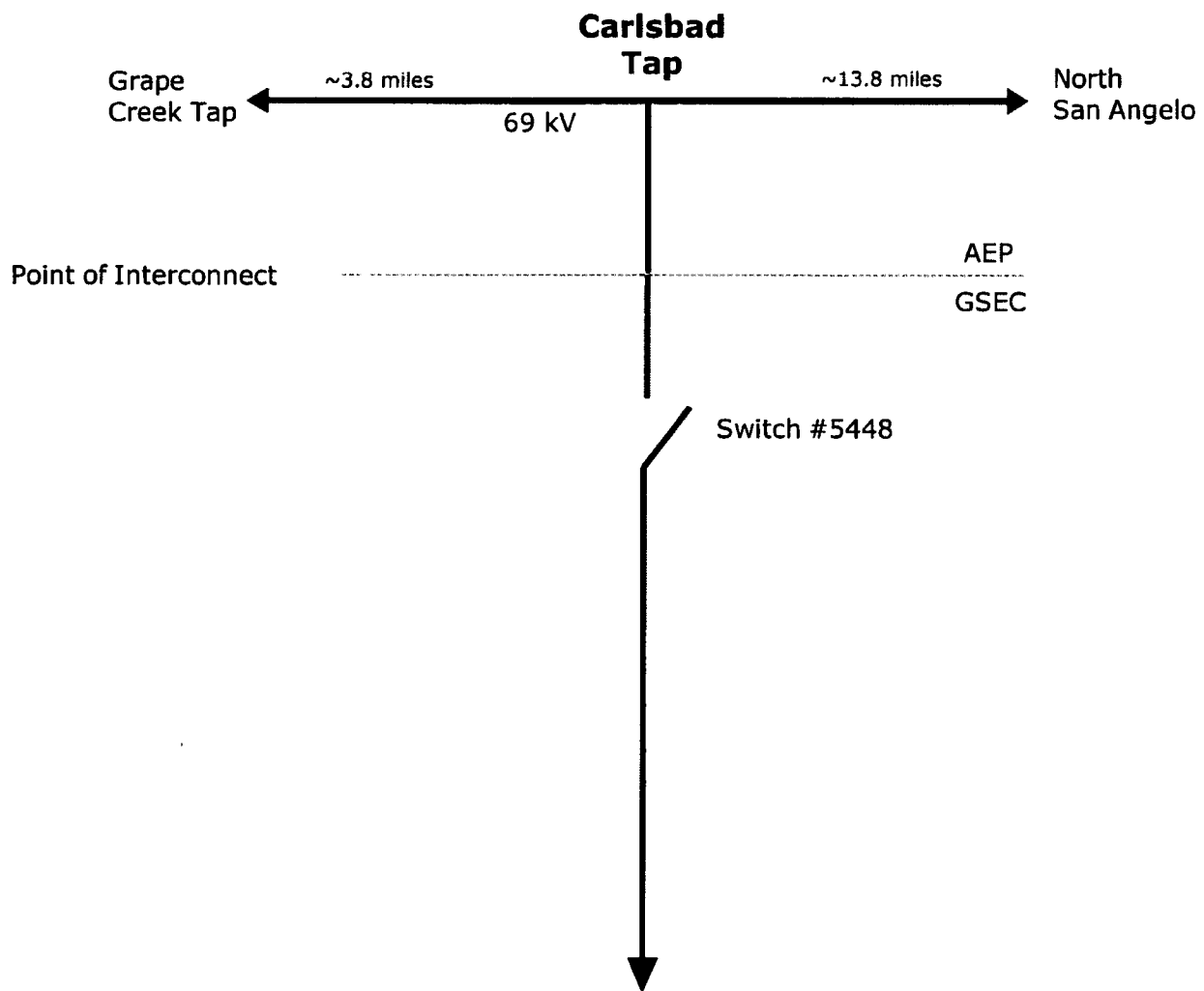
## AEP

1. ~~West Texas Utilities Co.~~ is to have access to the 69 kV switch indicated above as switch #5018.
2. Dashed line indicates point of change in ownership.

COOPERATIVE  
Golden Spread  
~~Concho Valley~~ Electric Cooperative

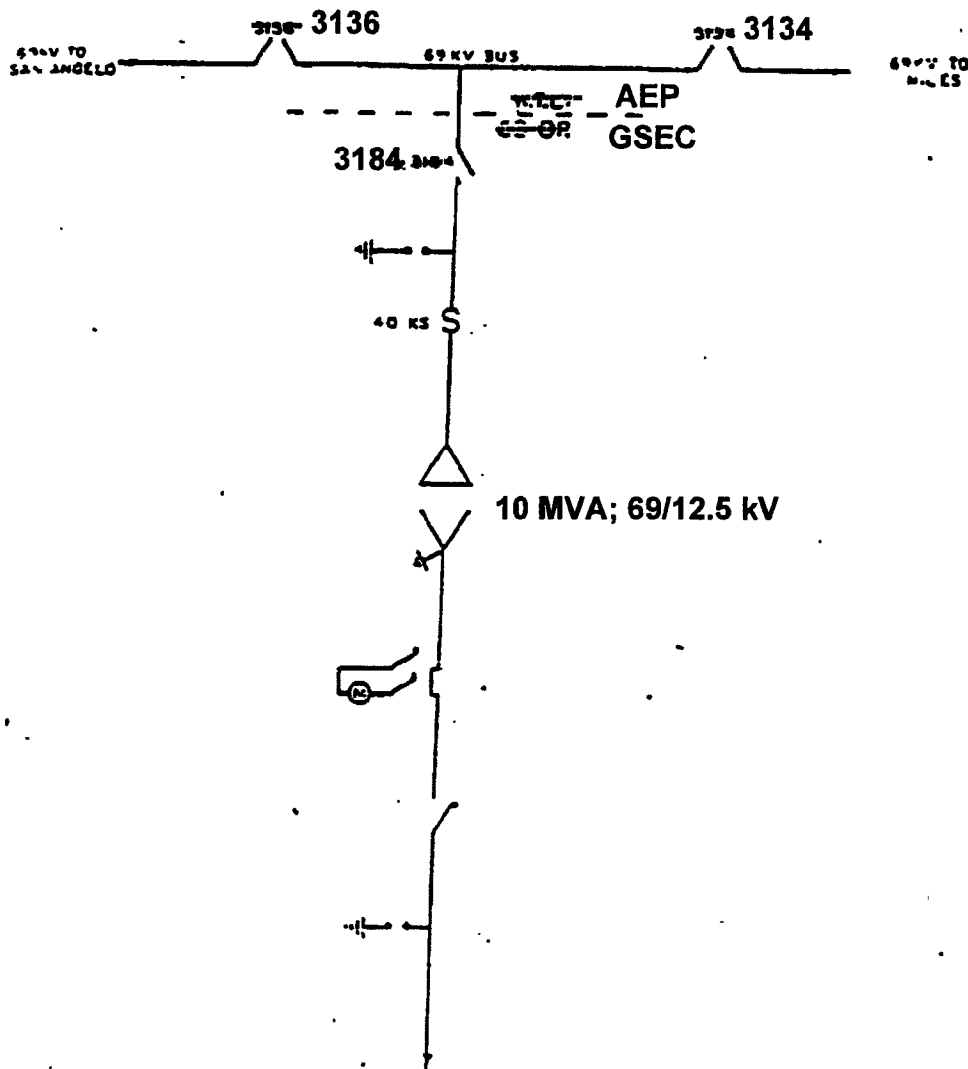
METER POINT NAME

Barnhart



===== AEP Facilities  
===== Golden Spread EC

# ONE LINE DIAGRAM FOR EXHIBIT A



AEP

Golden Spread

1. ~~West Texas Utilities Company~~ is to have access to ~~Concho Valley~~ Electric Co-op switch #3134.

2. Dashed line indicates point of change in ownership between ~~West Texas Utilities Company~~ and ~~Concho Valley~~ Electric Co-op.

AEP

Golden Spread

WT 00159905

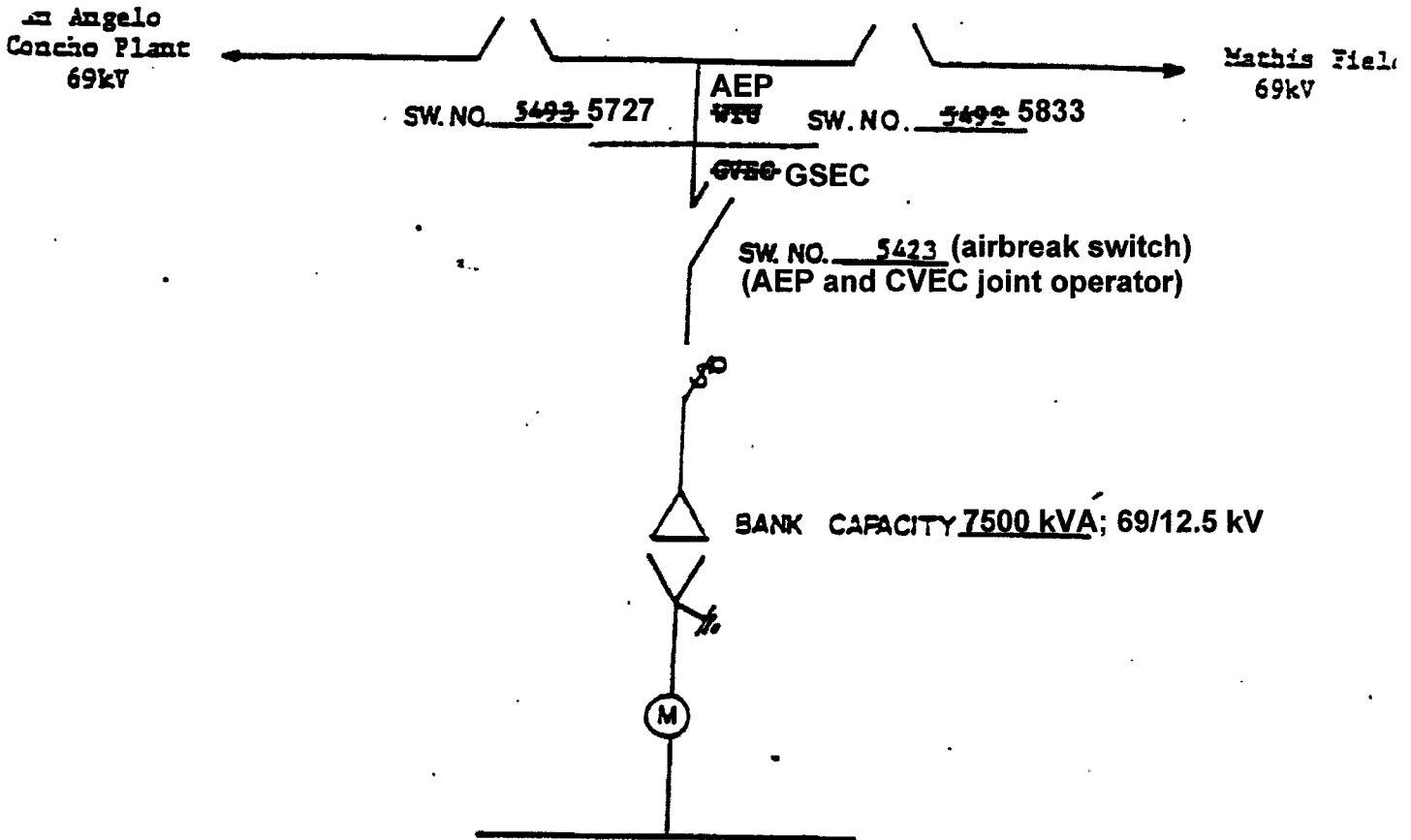
COOPERATIVE

METER POINT NAME

Concho Valley Electric  
Golden Spread

Harriett

# ONE LINE DIAGRAM FOR EXHIBIT A



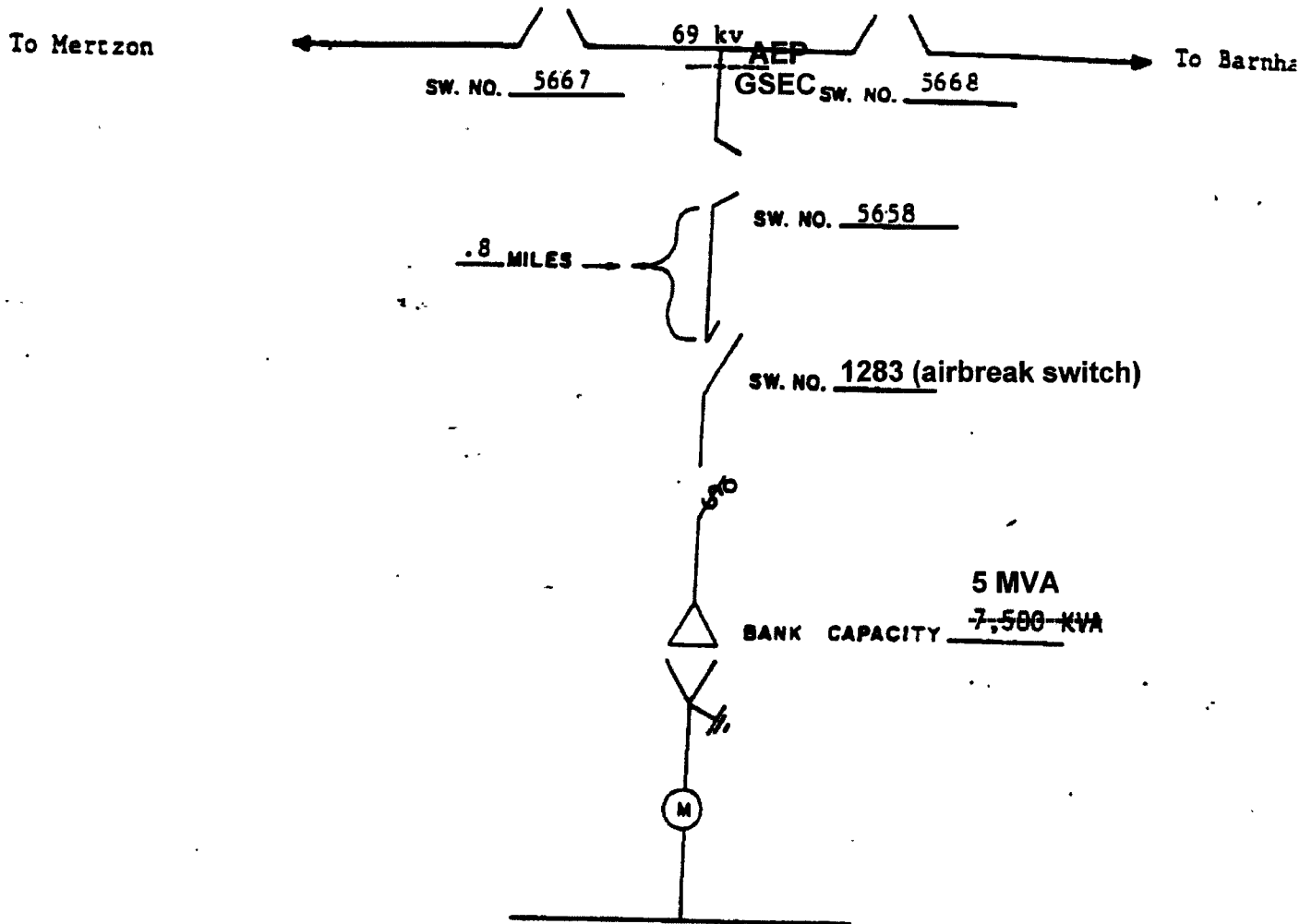
1. Dashed line indicates change of ownership.

AEP Golden Spread  
2. ~~West-Texas-Utilities-Company~~ is to have access to ~~Concho-Valley~~  
Electric Coop's Switch No. 5423

3. CVEC operates GSEC's side of the Point of Interconnection

1-24-33

# ONE LINE DIAGRAM FOR EXHIBIT A



AEP

Golden Spread

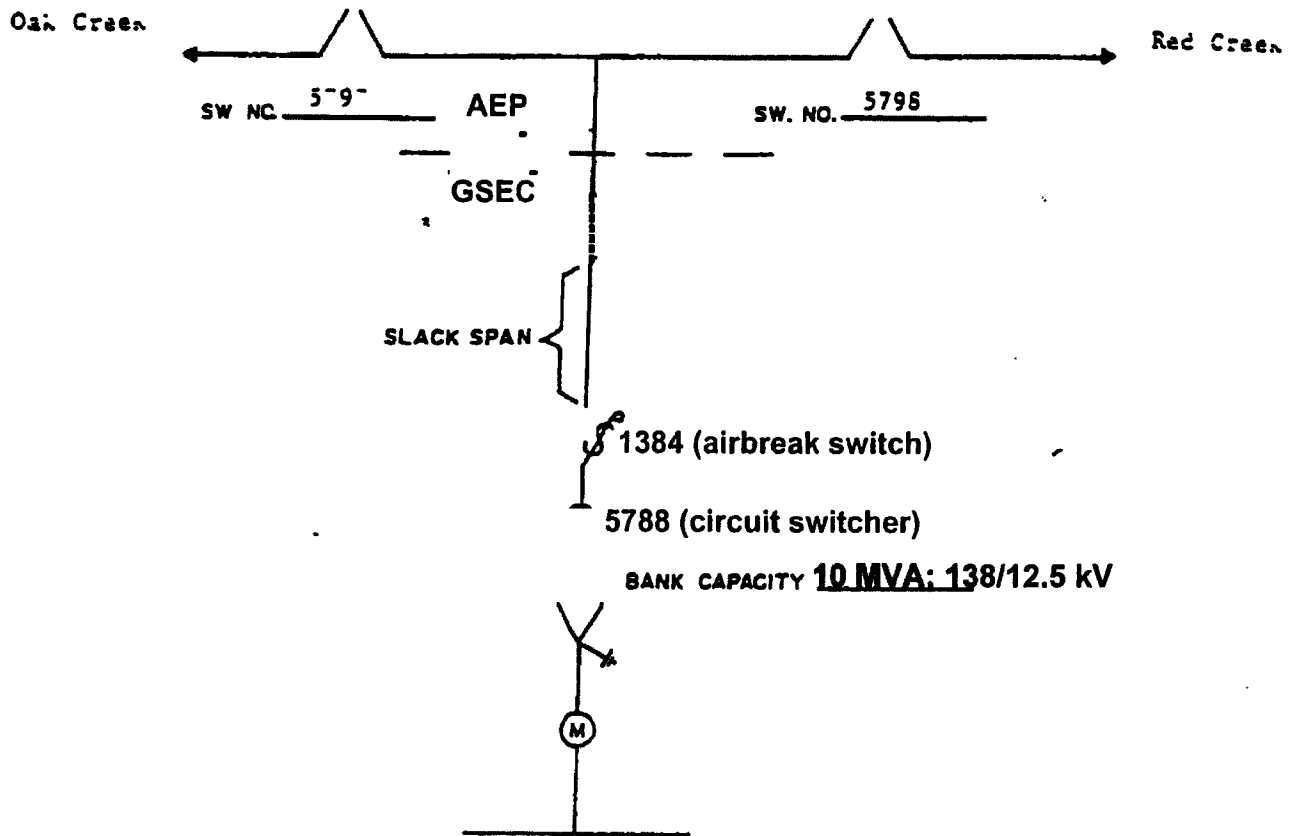
1. ~~West Texas Utilities Company~~ is to have access to ~~Concho Valley~~ Electric Cooperative's 69kv switch # 5658.
2. Dashed line indicates point of change in ownership.

6-27-85

Golden Spread  
COOPERATIVE  
Concho Valley Cooperative, Inc.

METER POINT NAME  
Mertzon CVEC - 69KV

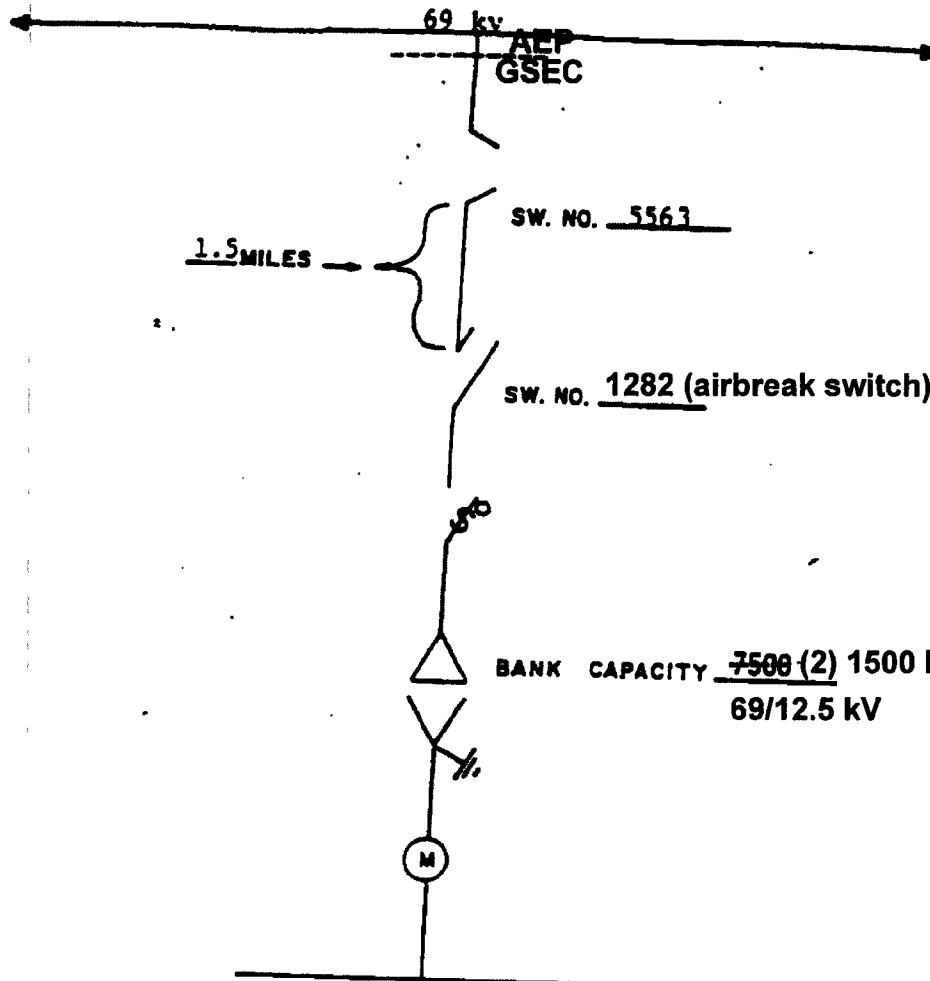
# ONE LINE DIAGRAM FOR EXHIBIT 'A'



1. Dashed line indicates change in ownership.  
AEP
2. AEP is to have access to  
Circuit Switcher #5788.

# ONE LINE DIAGRAM FOR EXHIBIT A

To Cedar Hill to  
Sterling City  
69kv line



AEP  
Silver  
Substation

AEP

1. ~~West Texas Utilities Company~~ is to have access to ~~Golden Spread~~ ~~Concho Valley Electric~~ Cooperative 69kv switch # 5563.
2. Dashed line indicates point of change in ownership.

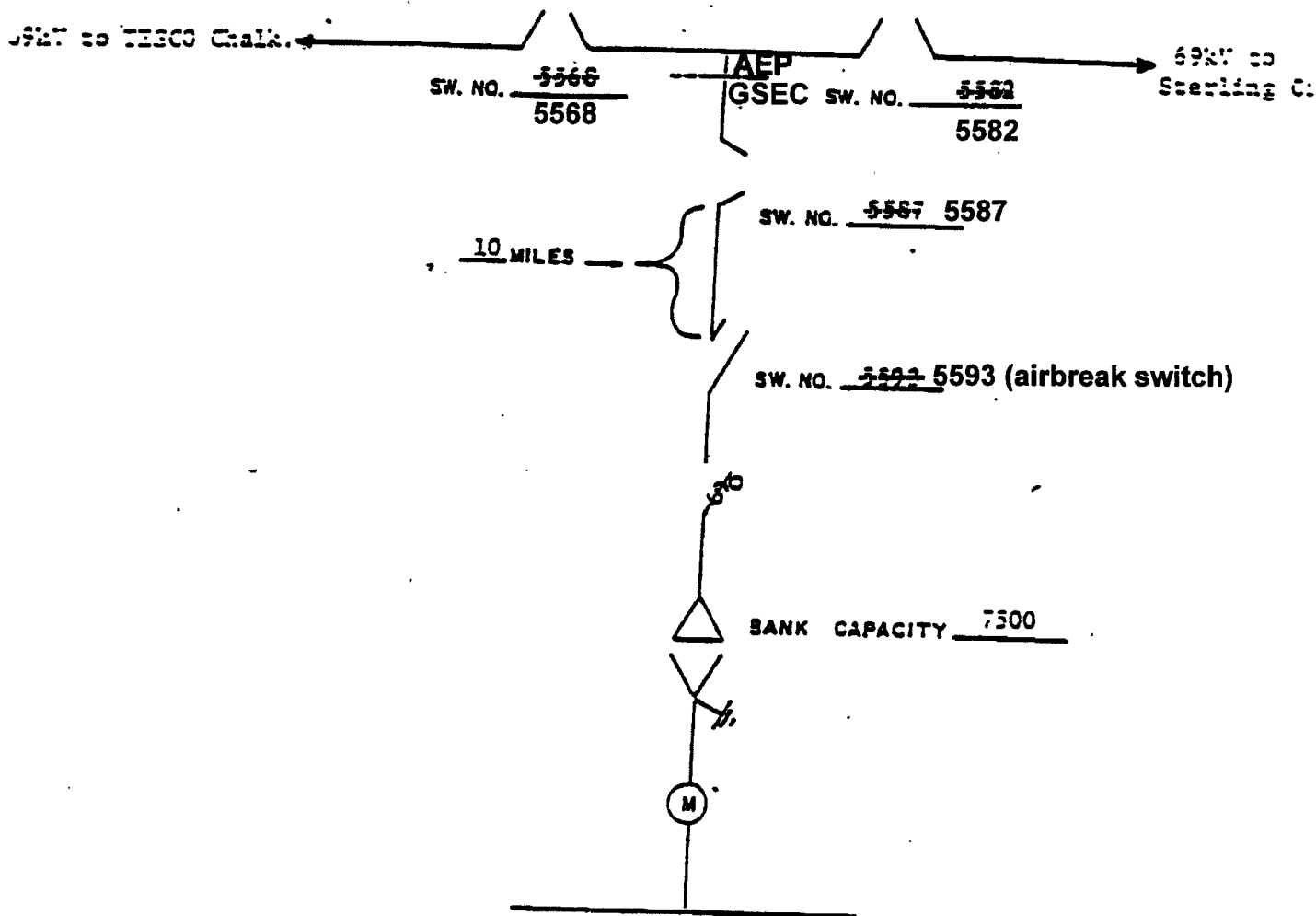
6-27-85

COOPERATIVE  
Golden Spread  
~~Concho Valley Electric Cooperative~~

METER POINT NAME  
Silver CVEC - 69KV



# ONE LINE DIAGRAM FOR EXHIBIT A

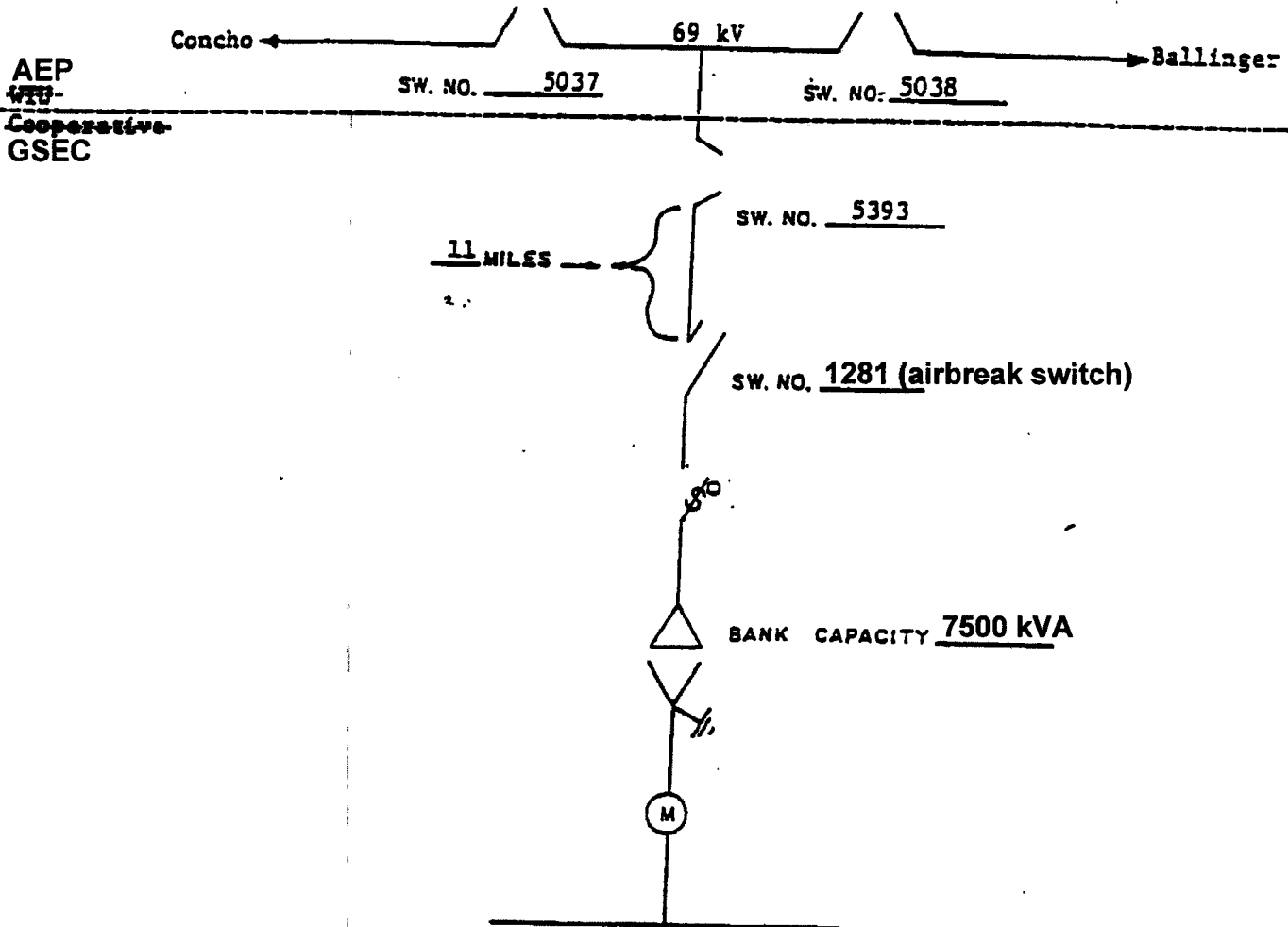


AEP

Golden Spread

1. ~~West Texas Utilities Company~~ is to have access to ~~Golden Valley Electric Cooperative's~~ Switch # ~~5527~~.
2. Dashed line indicates point of change in ownership.

# ONE LINE DIAGRAM FOR EXHIBIT A



- AEP GSEC
1. ~~West Texas Utilities Co.~~ is to have access to the ~~Cooperative~~ 69 kV switch indicated above as switch #5393.
  2. Dashed line indicates point of change in ownership.