

Control Number: 35077



Item Number: 409

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PUBLIC UTILITY COMMISSION OF TEXAS

Substantive Rule 25.195(e)

Project No. 35077

2013 OCT 31 PM 2:55

Interconnection Agreement

Dated as of May 26, 2011
Amendment #3 October 18, 2013

Between

Electric Transmission Texas, LLC

and

Oncor Electric Delivery Company LLC

October 31, 2013

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**AMENDMENT NO. 3
TO THE INTERCONNECTION AGREEMENT
BETWEEN
ELECTRIC TRANSMISSION TEXAS, LLC
AND
ONCOR ELECTRIC DELIVERY COMPANY LLC**

This Amendment No. 3 to the Interconnection Agreement between Electric Transmission Texas, LLC and Oncor Electric Delivery Company LLC (this "Amendment") is made by and between Electric Transmission Texas, LLC ("ETT") and Oncor Electric Delivery Company LLC ("Oncor") to be effective as of the Effective Date (as defined below). ETT and Oncor are each sometimes hereinafter referred to individually as "Party" or both referred to collectively as "Parties."

WITNESSETH

WHEREAS, ETT and Oncor are parties to that certain Interconnection Agreement dated as of May 26, 2011, as amended (the "Interconnection Agreement");

WHEREAS, the Parties desire to add Facility Schedule No. 3 to the Interconnection Agreement regarding the Dermott Switching Station Points of Interconnection: and

WHEREAS, the Parties desire to add Facility Schedule No. 4 to the Interconnection Agreement regarding the Clear Crossing Switching Station Points 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

This Amendment shall be effective as of OCTOBER 18, 2013 (the "Effective Date").

- A) Effective as of the Effective Date, Facility Schedule No. 3, which is attached hereto, is hereby added to the Interconnection Agreement.
- B) Effective as of the Effective Date, Facility Schedule No. 4, which is attached hereto, is hereby added to the Interconnection Agreement.
- C) Exhibit A of the Interconnection Agreement is hereby amended and superseded by the revised Exhibit A attached hereto.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.

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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 of which shall constitute one and the same instrument.


ELECTRIC TRANSMISSION TEXAS, LLC

By: 
J. Calvin Crowder
President

Date: 10-18-13

ETT LEGAL
BY: attbbs
DATE: 10-18-2013

ONCOR ELECTRIC DELIVERY COMPANY LLC

By: 
Mark Carpenter
Senior Vice President T&D Operations

Date: October 8, 2013

EXHIBIT A

LIST OF FACILITY SCHEDULES AND POINTS OF INTERCONNECTION

FACILITY SCHEDULE NO.	NAME OF POINT OF INTERCONNECTION (# of Points)	INTERCONNECTION VOLTAGE (kV)	EFFECTIVE DATE(S) OF THIS FACILITY SCHEDULE
1	Leon – Putnam (1)	138	May 26, 2011
2	Riley (4)	345	December 28, 2011 July 8, 2013
3	Dermott (2)	345	<i>OCTOBER 18, 2013</i>
4	Clear Crossing (2)	345	<i>OCTOBER 18, 2013</i>

FACILITY SCHEDULE NO. 3

1. **Name:** Dermott
2. **Points of Interconnection location:** Oncor's Dermott Switching Station ("Station") is located in Scurry County at 6984 County Road 2128, Snyder, Texas 79549, (32° 51' 32.04" N, 101° 00' 25.92" W). There are two (2) Points of Interconnection outside the Station fence at i) ETT's west 345 kV dead-end structure that terminates the Station to ETT's Clear Crossing Switching Station ("Clear Crossing Switch") (via Kirchoff) north 345 kV transmission circuit ("Clear Crossing Circuit #1"); and ii) ETT's east 345 kV dead-end structure that terminates the Station to ETT's Clear Crossing Switch (via Kirchoff) south 345 kV transmission circuit ("Clear Crossing Circuit #2") (ETT's east and west 345 kV dead-end structures collectively, "ETT's Dead-end Structures"), (Clear Crossing Circuit #1 and Clear Crossing Circuit #2 collectively, "ETT's Transmission Circuits"). More specifically the Points of Interconnection are where the terminal lugs on the ends of ETT's jumpers originating from ETT's Dead-end Structures physically connect to Oncor's 345 kV transmission line slack spans which extend from Oncor's east 345 kV dead-end structure within the Station to ETT's east 345 kV dead-end structure, and from Oncor's west 345 kV dead-end structure within the Station to ETT's west 345 kV dead-end structure ("Oncor's Slack Spans"), (Oncor's east and west 345 kV dead-end structures collectively, "Oncor's Dead-end Structures").
3. **Delivery voltage:** 345 kV
4. **Normally closed:** Yes
5. **One line diagram attached:** Yes
6. **Facilities to be furnished and owned by ETT:**
 - a) ETT's Dead-end Structures
 - b) ETT's Transmission Circuits, each approximately 90.3 miles in length, including associated structures, conductors, insulators, connectors, hardware, one (1) 7/16 inch steel shield wire on Clear Crossing Circuit #1, one (1) optical ground wire ("OPGW") on Clear Crossing Circuit #2, and associated right of way
 - c) 345 kV jumpers and associated connectors at ETT's Dead-end Structures to connect Clear Crossing Circuit #1 and Clear Crossing Circuit #2 to Oncor's Slack Spans
 - d) one (1) telecommunications building, located on Oncor's property approximately 300 feet outside the Station fence, and all contents and support equipment within it, including necessary splices, pigtails and fiber distribution panels ("FDPs") associated with the interface between Oncor's fiber cables and ETT's fiber cables
 - e) civil and foundation work for the telecommunications building
 - f) AC power to the telecommunications building
 - g) one (1) fiber cable and associated duct/innerduct system from ETT's east 345 kV

- h) dead-end structure to ETT's telecommunications building
- h) two (2) fiber cables and associated duct/innerduct systems from Wind Energy Transmission Texas, LLC's ("WETT") first structure (located outside the Station fence) to ETT's telecommunications building
- i) two (2) extension fiber cables and associated duct/innerduct system from ETT's telecommunications building to Oncor's splice box mounted within Oncor's splice pedestal located outside the Station fence ("Oncor's Splice Box"). Oncor's Splice Box will be the interface point between Oncor's fiber cables and ETT's fiber cables.

7. **Facilities to be furnished and owned by Oncor:**

The Station and all facilities within it, including the following:

- a) Oncor's Dead-end Structures
- b) Oncor's Slack Spans
- c) hand holes as required for the pulling and coil storage of fiber cables
- d) two (2) fiber cables and associated duct/innerduct system from the Station control house to Oncor's Splice Box
- e) Oncor's Splice Box.

8. **Cost Responsibility:**

Each Party shall be responsible for all costs it incurs associated with the facilities it owns at, connected to, or associated with, the Points of Interconnection, including, but not limited to, costs associated with the ownership, engineering, procurement, construction, operation, maintenance, replacement, repair and testing of such facilities.

9. **Switching and Clearance:**

Each Party has adopted formal switching procedures that govern safety related issues concerning the operation of its switches connected to the Points of Interconnection and has provided a copy of those procedures to the other Party. Each Party agrees to comply with the aforementioned switching procedures of the other Party applicable to the Points of Interconnection and will notify the other Party in writing of any changes to its procedures relating to the Points of Interconnection.

10. **Supplemental terms and conditions:**

The following supplemental terms and conditions shall apply unless there is a conflict between these terms and conditions and ERCOT Requirements, in which case the ERCOT Requirements shall prevail.

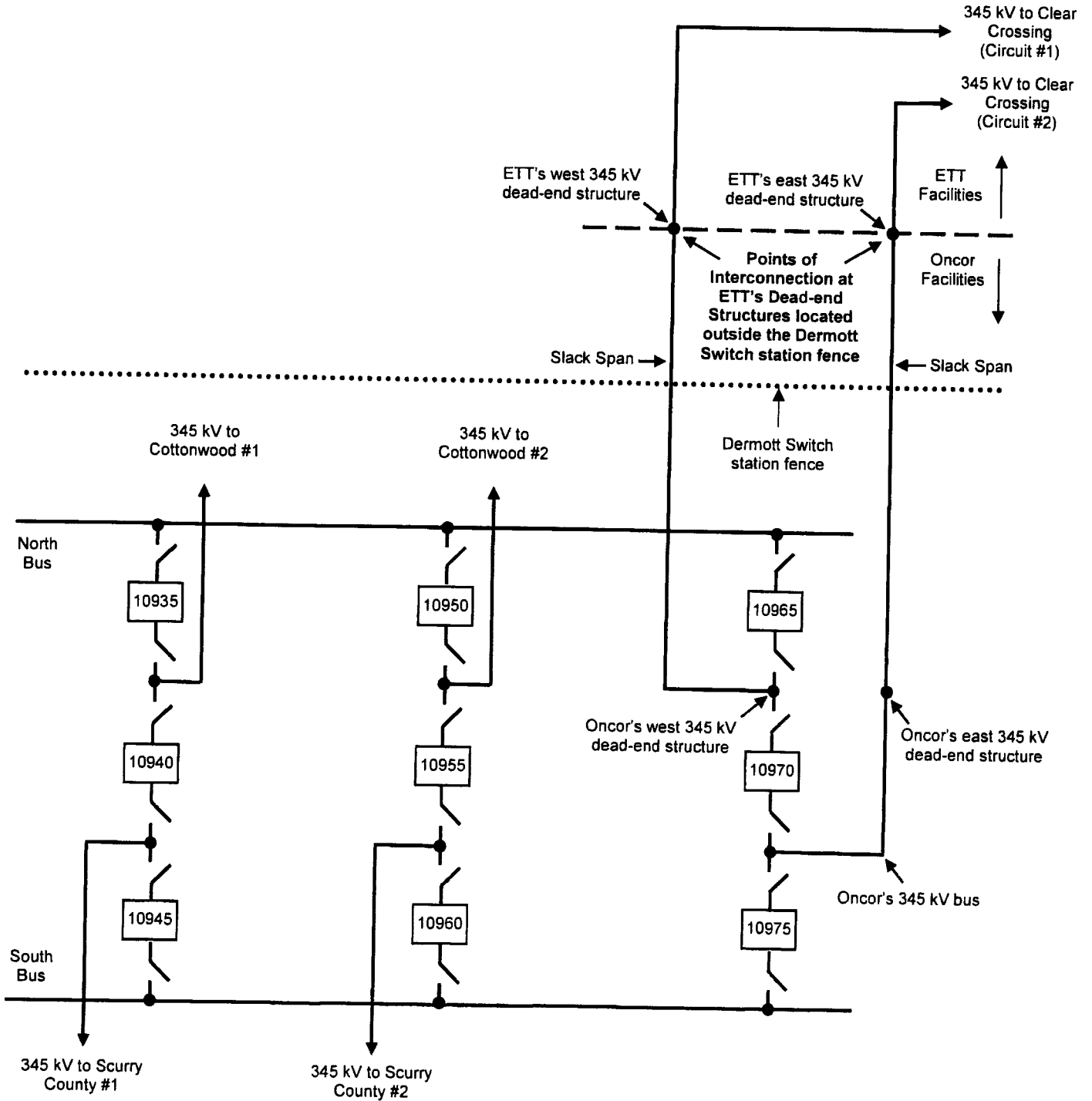
- a) The Parties agree to the following conditions: 1) no fiber optic cable with metallic members shall be extended into the Station control house or ETT's telecommunications building (fiber optic cable with metallic members includes, but is not limited to, OPGW, fiber optic cable with an integral trace wire, and metallic-armored fiber optic cable); 2) fiber optic entrance cable systems shall each include all-dielectric fiber optic entrance cable, the necessary outdoor splice

boxes, trays and fusion splice sleeves and the necessary indoor splice housing, trays, fusion splice sleeves, fiber pigtailed and FDPs; 3) each Party shall, at its sole expense, perform splicing of all fibers it owns, including the fibers in transition splices and port terminations in FDPs associated with OPGW, OPGW jumpers, entrance fiber cables to ETT's telecommunications building, telecommunications building extension fiber cables from ETT's telecommunications building to Oncor's Splice Box, and extension fiber cables from the Station control house to Oncor's Splice Box; and 4) ETT shall perform the splicing at the interface point between Oncor's fiber cables and ETT's fiber cables.

- b) The sharing or joint use of certain fiber optic telecommunications facilities owned by Oncor will be the subject of a separate fiber sharing agreement (the "Fiber Sharing Agreement"). The Fiber Sharing Agreement will provide, among other things, that i) ETT shall use Oncor's fiber optic telecommunications facilities only to support the function, operation, and protection of electric transmission lines, the electric transmission system and the electric grid, subject to the rights owned by Oncor and Texas law, and such fiber optic telecommunications facilities shall not be made available to third parties by ETT, or used by ETT, for commercial use, and ii) no limitation or prohibition shall exist with respect to Oncor's right to grant to third parties any rights or privileges to use any of Oncor's fiber optic telecommunications facilities so long as such use does not adversely impact ETT's rights in the use of those fiber optic telecommunications facilities granted to ETT pursuant to the applicable easement, the Fiber Sharing Agreement, and this Interconnection Agreement between the Parties. While the Parties may interconnect their fiber optic telecommunications facilities at the Station site prior to the execution of the Fiber Sharing Agreement in connection with the initial electrical interconnection, it is the intent of the Parties to execute the Fiber Sharing Agreement prior to either Party providing fiber sharing services to the other.
- c) Each Party shall provide station operational data for facilities it owns or controls to ERCOT via Inter-control Center Communications Protocol (ICCP), or other methods acceptable to ERCOT.
- d) Any grounding connections between the Station and ETT's telecommunications facilities shall meet Oncor's specifications.
- e) Oncor shall grant land rights to ETT for i) ETT's Transmission Circuits and associated facilities; ii) ETT's distribution line and associated distribution facilities serving ETT's telecommunications building; iii) ETT's telecommunications facilities, including ETT's telecommunications building and associated facilities and equipment to be located outside the Station fence; and iv) access rights related to such facilities.
- f) Oncor shall grant land rights to the distribution service provider designated by ETT for a distribution line and associated distribution facilities serving ETT's telecommunications building.

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FACILITY SCHEDULE NO. 3
ONE LINE DIAGRAM
DERMOTT SWITCHING STATION



FACILITY SCHEDULE NO. 4

1. **Name:** Clear Crossing
2. **Points of Interconnection location:** ETT's Clear Crossing Switching Station ("Station") is located in Haskell County at 11780 Loop Road, Haskell, Texas 79521, (33° 00' 06" N, 99° 36' 24" W). There are two (2) Points of Interconnection within the Station at i) ETT's north 345 kV dead-end structure that terminates the Station to Oncor's Willow Creek Switching Station ("Willow Creek Switch") north 345 kV transmission circuit ("Willow Creek Circuit #1") and ii) ETT's south 345 kV dead-end structure that terminates the Station to Willow Creek Switch south 345 kV transmission circuit ("Willow Creek Circuit #2"), (ETT's north and south 345 kV dead-end structures collectively, "ETT's Dead-end Structures"), (Willow Creek Circuit #1 and Willow Creek Circuit #2 collectively, "Oncor's Transmission Circuits"). More specifically the Points of Interconnection are where the terminal lugs on the ends of ETT's jumpers originating from the Station's 345 kV bus physically connect to Oncor's Transmission Circuits at Oncor's compression dead-end terminal lugs on the line-side of ETT's Dead-end Structures.
3. **Delivery voltage:** 345 kV
4. **Normally closed:** Yes
5. **One line diagram attached:** Yes
6. **Facilities to be furnished and owned by Oncor:**
 - a) Oncor's Transmission Circuits, each approximately 110 miles in length, including associated structures, conductors, insulators, connectors, hardware, one (1) 7/16 inch steel shield wire on Willow Creek Circuit #1, one (1) optical ground wire ("OPGW") on Willow Creek Circuit #2 from Willow Creek Switch to Oncor's south 345 kV dead-end structure #1/1B located approximately 300 feet outside the Station fence, and one (1) 7/16 inch steel shield wire from Oncor's south 345 kV dead-end structure #1/1B to ETT's south 345 kV dead-end structure, and associated right of way
 - b) one (1) telecommunications building, located on ETT's property, approximately 260 feet outside the Station fence, and all contents and support equipment within it, including necessary splices, pigtailed and fiber distribution panels ("FDPs") associated with the interface between Oncor's fiber cables and ETT's fiber cables
 - c) civil and foundation work for the telecommunications building
 - d) AC power to the telecommunications building
 - e) one (1) fiber cable and associated duct/innerduct system from Oncor's Willow Creek Circuit # 2 south 345 kV dead-end structure #1/1B outside the Station to Oncor's telecommunications building
 - f) two (2) extension fiber cables and associated duct/innerduct system from Oncor's telecommunications building to ETT's splice box mounted within ETT's splice pedestal located outside the Station fence ("ETT's Splice Box"). ETT's Splice

Box will be the interface point between Oncor's fiber cables and ETT's fiber cables.

7. **Facilities to be furnished and owned by ETT:**

The Station and all facilities within it (except Oncor's Transmission Circuits which extend into the Station), including the following:

- a) ETT's Dead-end Structures
- b) 345 kV jumpers connecting to Oncor's Transmission Circuits at ETT's Dead-end Structures, including associated connectors
- c) hand holes as required for the pulling and coil storage of fiber cables
- d) two (2) fiber cables and associated duct/innerduct system from the Station control house to ETT's Splice Box
- e) ETT's Splice Box.

8. **Cost Responsibility:**

Each Party shall be responsible for all costs it incurs associated with the facilities it owns at, connected to, or associated with, the Points of Interconnection, including, but not limited to, costs associated with the ownership, engineering, procurement, construction, operation, maintenance, replacement, repair and testing of such facilities.

9. **Switching and Clearance:**

Each Party has adopted formal switching procedures that govern safety related issues concerning the operation of its switches connected to the Points of Interconnection and has provided a copy of those procedures to the other Party. Each Party agrees to comply with the aforementioned switching procedures of the other Party applicable to the Points of Interconnection and will notify the other Party in writing of any changes to its procedures relating to the Points of Interconnection.

10. **Supplemental terms and conditions:**

The following supplemental terms and conditions shall apply unless there is a conflict between these terms and conditions and ERCOT Requirements, in which case the ERCOT Requirements shall prevail.

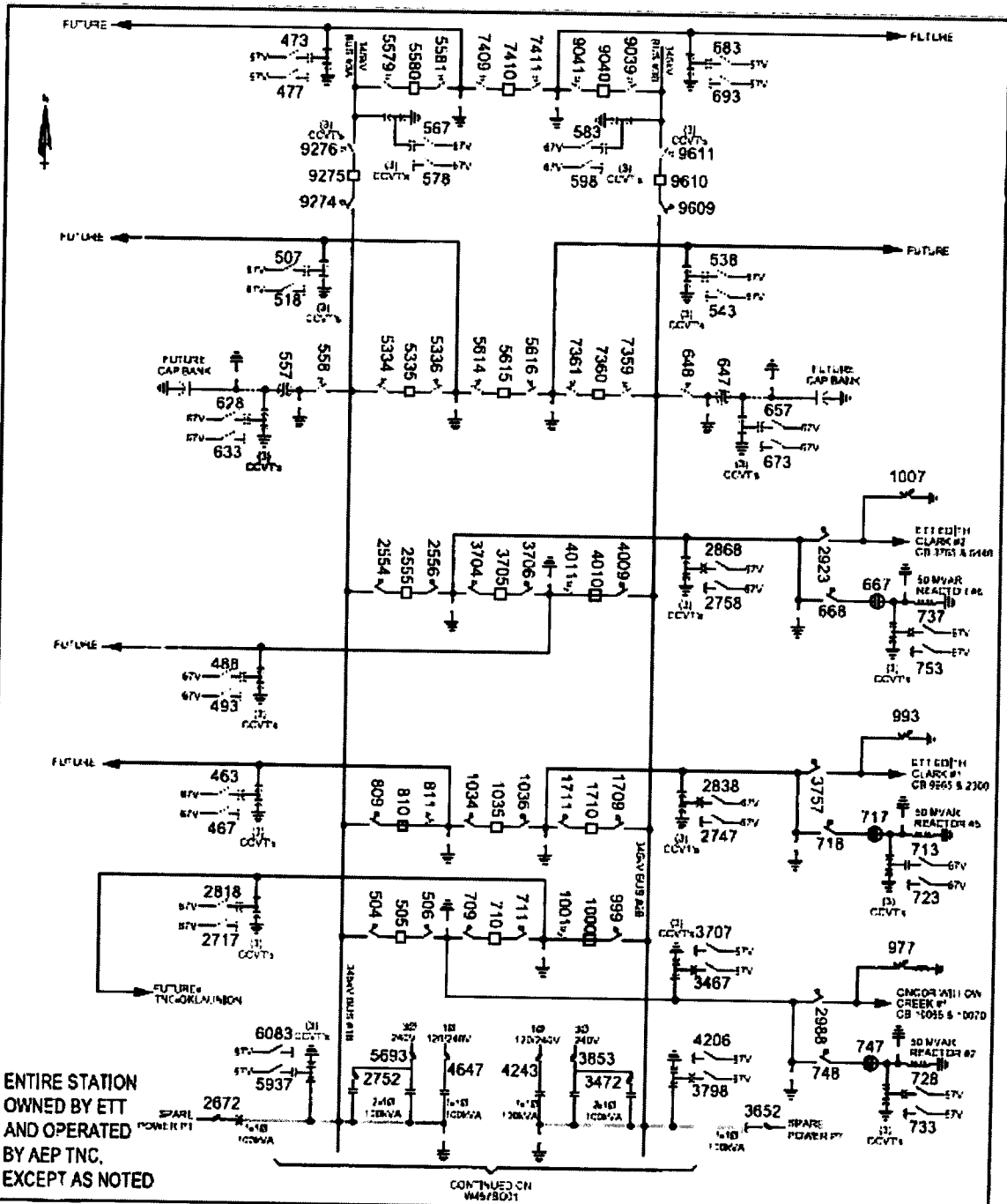
- a) The Parties agree to the following conditions: 1) no fiber optic cable with metallic members shall be extended into the Station control house or Oncor's telecommunications building (fiber optic cable with metallic members includes, but is not limited to, OPGW, fiber optic cable with an integral trace wire, and metallic-armored fiber optic cable); 2) fiber optic entrance cable systems shall each include all-dielectric fiber optic entrance cable, the necessary outdoor splice boxes, trays and fusion splice sleeves and the necessary indoor splice housing, trays, fusion splice sleeves, fiber pigtailed and FDPs; 3) each Party shall, at its sole expense, perform splicing of all fibers it owns, including the fibers in transition splices and port terminations in FDPs associated with OPGW, OPGW jumpers,

entrance fiber cables to Oncor's telecommunications building, telecommunications building extension fiber cables from Oncor's telecommunications building to ETT's Splice Box, and extension fiber cables from the Station control house to ETT's Splice Box; and 4) Oncor shall perform the splicing at the interface point between Oncor's fiber cables and ETT's fiber cables.

- b) The sharing or joint use of certain fiber optic telecommunications facilities owned by ETT will be the subject of a separate fiber sharing agreement (the "Fiber Sharing Agreement"). The Fiber Sharing Agreement will provide, among other things, that i) Oncor shall use ETT's fiber optic telecommunications facilities only to support the function, operation, and protection of electric transmission lines, the electric transmission system and the electric grid, subject to the rights owned by ETT and Texas law, and such fiber optic telecommunications facilities shall not be made available to third parties by Oncor, or used by Oncor, for commercial use, and ii) no limitation or prohibition shall exist with respect to ETT's right to grant to third parties any rights or privileges to use any of ETT's fiber optic telecommunications facilities so long as such use does not adversely impact Oncor's rights in the use of those fiber optic telecommunications facilities granted to Oncor pursuant to the applicable easement, the Fiber Sharing Agreement, and this Interconnection Agreement between the Parties. While the Parties may interconnect their fiber optic telecommunications facilities at the Station site prior to the execution of the Fiber Sharing Agreement in connection with the initial electrical interconnection, it is the intent of the Parties to execute the Fiber Sharing Agreement prior to either Party providing fiber sharing services to the other.
- c) Each Party shall provide station operational data for facilities it owns or controls to ERCOT via Inter-control Center Communications Protocol (ICCP), or other methods acceptable to ERCOT.
- d) Any grounding connections between the Station and Oncor's telecommunications facilities shall meet ETT's specifications.
- e) ETT shall grant land rights to Oncor for i) Oncor's Transmission Circuits and associated facilities; ii) Oncor's distribution line and associated distribution facilities serving Oncor's telecommunications building; iii) Oncor's telecommunications facilities, including Oncor's telecommunications building and associated facilities and equipment to be located outside the Station fence; and iv) access rights related to such facilities.

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FACILITY SCHEDULE NO. 4 ONE LINE DIAGRAM CLEAR CROSSING SWITCHING STATION (CONTINUED)



ENTIRE STATION
OWNED BY ETT
AND OPERATED
BY AEP TNC.
EXCEPT AS NOTED

CONTINUED ON
W457S021

ELECTRIC TRANSMISSION TEXAS		CLEAR CROSSING STATION		345kV	
APP'D BY: RJW	DR. BY: DJM	CH. BY: DJM	DATE: 10/19/13	ONE LINE DIAGRAM	
				SHEET 2 OF 2	
				Work Order #: 41575550	
				DWG. No. W457S002	REV 1

PUBLIC UTILITY COMMISSION OF TEXAS
Substantive Rule 25.195(e)

Project No. 35077

Interconnection Agreement

Dated as of May 26, 2011
Amendment #3 October 18, 2013

Between

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