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**SOAH DOCKET NO. 473-22-0768
PUC DOCKET NO. 52455**

APPLICATION OF ONCOR ELECTRIC	§	BEFORE THE STATE OFFICE
DELIVERY COMPANY LLC TO	§	
AMEND ITS CERTIFICATE OF	§	
CONVENIENCE AND NECESSITY FOR	§	OF
THE OLD COUNTRY SWITCH 345-KV	§	
TAP TRANSMISSION LINE IN ELLIS	§	
COUNTY	§	ADMINISTRATIVE HEARINGS

**UNOPPOSED MOTION TO ADMIT EVIDENCE, DISMISS FROM THE SOAH
DOCKET, AND REMAND TO THE COMMISSION**

I. INTRODUCTION

Oncor Electric Delivery Company LLC (“Oncor”) files this agreed motion to (i) admit evidence into the record, (ii) dismiss this proceeding from the State Office of Administrative Hearings (“SOAH”) docket, and (iii) remand the proceeding to the Public Utility Commission of Texas (“Commission”). Oncor would respectfully show as follows:

On August 26, 2021, Oncor filed an application for a certificate of convenience and necessity for the Old Country Switch 345-kilovolt transmission line project. Between September 29 and October 20, 2021, the Commission Administrative Law Judge (“ALJ”) granted intervention to Ms. Anne Weary; Lone Star Texas Land & Cattle Company, LLC; Chambers Creek Ranch LLC; Ms. Vicki Coffman; and Mr. Luke Tamminga (collectively with Oncor and Commission Staff, the “Parties”). On November 10, 2021, the Commission ALJ referred this matter to SOAH. On December 13, 2021, the SOAH ALJs referred the matter to the SOAH Alternative Dispute Resolution Team Leader for mediation.

On February 8, 2022, the Parties participated in a mediation. The mediation resulted in an agreement that resolves all issues contested between the Parties. On February 28, 2022, the SOAH ALJs abated the procedural schedule pending the Parties’ execution of a Stipulation and Settlement Agreement (“Stipulation”) to memorialize the terms of agreement reached in mediation. The Parties have now executed the Stipulation, which is being filed concurrently herewith. Accordingly, Oncor hereby moves to (i) admit the Stipulation and other relevant evidence

described below into the record, (ii) dismiss this proceeding from the SOAH docket, and (iii) remand the proceeding to the Commission.

II. MOTION TO ADMIT EVIDENCE

Consistent with the terms of the Stipulation, Oncor respectfully requests that the SOAH ALJs admit the following into evidence. Each of the documents listed below has been previously filed in this docket or is being filed concurrently herewith.

- a. Oncor's application and its attachments, filed August 26, 2021;
- b. Oncor's response to Order No. 1, filed September 9, 2021;
- c. Oncor's affidavit attesting to the provision of notice, filed September 16, 2021;
- d. Oncor's affidavit attesting to the publication of newspaper notice, filed September 21, 2021;
- e. The direct testimonies of Oncor witnesses Harsh Naik, Brenda J. Perkins, Oscar E. Rodriguez, Kimberly M. Buckley, and Edward A. Zarecky, filed December 17, 2021;
- f. The letter agreement between Staff, Oncor and TPWD, attached hereto; and
- g. The Stipulation and attached proposed order, which are being filed concurrently herewith.

III. MOTION TO DISMISS FROM THE SOAH DOCKET AND REMAND TO THE COMMISSION

No issues remain contested between the parties. Accordingly, once the requested evidence has been admitted into the record, Oncor respectfully requests that the SOAH ALJs close the record and enter an order dismissing this matter from the SOAH docket and remanding the proceeding to the Commission for consideration of the Parties' agreement and entry of a final order consistent with the Stipulation.

IV. PRAYER

For the reasons set forth above, Oncor respectfully requests that the SOAH ALJs (i) admit the referenced documents into evidence; and (ii) dismiss this matter from the SOAH docket; and (iii) remand the proceeding to the Commission. Oncor has conferred with the Parties and is authorized to represent that no Parties oppose these requests.

By: /s/ Jared M. Jones

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CERTIFICATE OF SERVICE

It is hereby certified that a copy of the foregoing has been served by email on all parties of record who have provided an email address on this the 31th day of March, 2022, in accordance with the Commission's Second Order Suspending Rules, issued on July 16, 2020, in Project No. 50664.

/s/ Michele M. Gibson

Attachment 1

TPWD Letter Agreement

Vinson&Elkins

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February 24, 2022

Texas Parks and Wildlife Department,
Wildlife Division
ATTN: John Silovsky, Director
4200 Smith School Road
Austin, TX 78744

Public Utility Commission of Texas,
Legal Division
ATTN: Mildred Anaele, Rustin Tawater
PO Box 13326
Austin, TX 78711

Re: *Letter of Agreement for Old Country Switch 345 kV Tap Transmission Line Project*

This Letter of Agreement is entered into by and between Oncor Electric Delivery Company LLC (“Oncor”), the Texas Parks and Wildlife Department (“TPWD”), and Staff (“Staff”) of the Public Utility Commission of Texas (“Commission”). Under Texas Parks and Wildlife Code § 12.0011(b)(2) and (b)(3), TPWD has authority to file recommendations that will protect fish and wildlife resources to local, state, and federal agencies that approve, license, or construct developmental projects, and the Commission has a non-discretionary duty to respond to the recommendations filed by TPWD. Oncor is currently developing the Old Country Switch 345 kV Tap Transmission Line Project (“Project”). On October 27, 2021, TPWD filed a letter outlining certain beneficial management practices it recommended be adopted in order to adequately protect fish and wildlife resources during construction of the Project. TPWD, Oncor, and Commission Staff have agreed that it is appropriate for Oncor to implement the following beneficial management practices during the construction of the Project. Oncor hereby agrees to the following:

1. It is appropriate for Oncor to review the Project area for suitable whooping crane habitat during construction of the Project and, if necessary, to install bird flight diverters and bird deterrents to reduce potential whooping crane collision risk where required by law or permit or where Oncor is aware that there have been instances of whooping crane collisions in the past.
2. It is appropriate for Oncor to use best practices to minimize its impact on nesting bird species encountered during right-of-way clearing for the Project and to avoid these species to the extent reasonably practicable.

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3. It is appropriate for Oncor to provide TPWD with a report of any activities related to construction of the Project that are authorized and conducted under a depredation permit from the U.S. Fish & Wildlife Service.
4. It is appropriate for Oncor to minimize night-time skyglow at the Old Country Switch station by minimizing the use of upward-facing lighting to the extent reasonably practicable and by only using artificial lighting to the extent that Oncor deems necessary for the safe and reliable operation of the station.
5. It is appropriate for Oncor to educate employees and contractors during construction of the Project regarding state-listed species that are susceptible to construction activities and that have potential to occur within the Project area.
6. It is appropriate for Oncor to emphasize to employees the importance of avoiding impacts to all wildlife that may be encountered within the Project area during construction of the Project to the extent feasible.
7. When required by law or permit, it is appropriate for Oncor to utilize biological monitors.
8. It is appropriate for Oncor to allow species observed during construction of the Project to safely leave the right-of-way when feasible.
9. In the event Oncor needs to relocate state-listed threatened species that will not readily leave the construction site on their own, it is appropriate for Oncor to abide by any applicable federal or state law when doing so.
10. During construction of the Project, it is appropriate for Oncor to avoid leaving excavations uncovered while unattended so that wildlife cannot enter and become trapped, and in the event wildlife does become trapped, it is appropriate for Oncor to allow that wildlife to leave.
11. It is appropriate for Oncor to minimize the use of erosion control blankets containing polypropylene fixed intersection mesh during construction of the Project, provided that reasonable alternatives can be identified and cost-effectively obtained. It is appropriate for erosion control measures utilized for the project to be implemented with consideration for potential impacts to wildlife species.
12. To the extent Oncor reports encounters of threatened species, endangered species, and species of greatest conservation need to any federal agency during construction of the Project, it is appropriate for Oncor to provide the same report to TPWD, but only with respect to species encountered in the Project area.

13. It is appropriate for Oncor to engage a consultant during construction of the Project to determine whether an Aquatic Resource Relocation Plan is needed, then coordinate an approved Aquatic Resource Relocation Plan with the TPWD Kills and Spills Team regional representative as necessary.
14. It is appropriate for Oncor to prepare and follow an aquatic invasive species transfer prevention plan if equipment will come in contact with inland waters during construction of the Project.
15. It is appropriate for Oncor to implement soil and plant conservation practices during construction of the Project to protect native vegetation to the extent reasonably practicable and to ensure a successful restoration program for disturbed areas, emphasizing native species and/or native flowering species while considering landowner preferences and wildlife needs.
16. Nothing in this agreement constitutes a waiver of liability for injury to fish and wildlife under the Texas Parks and Wildlife Code.
17. This agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this agreement by facsimile, portable document format (PDF), or other electronic means shall be effective as delivery of a manually executed counterpart to this agreement.

Please confirm your agreement to the foregoing by your signature below.

Sincerely,



Jaren Andrew Taylor

AGREED:

Texas Parks and Wildlife Department

By: 

Name: John Silovsky

Title: Wildlife Division Director

02/24/2022
Date

Oncor Electric Delivery Company LLC

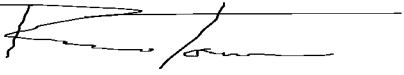
By: 

Name: Jaren A. Taylor

Title: Attorney for Oncor

February 24, 2022
Date

Staff of the Public Utility Commission of Texas

By: 

Name:

Title:

Date