



## **Filing Receipt**

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**SOAH DOCKET NO. 473-23-21216  
PUC DOCKET NO. 55067**

<b>APPLICATION OF ONCOR ELECTRIC</b>	<b>§</b>	<b>BEFORE THE STATE OFFICE</b>
<b>DELIVERY LLC TO AMEND ITS</b>	<b>§</b>	
<b>CERTIFICATE OF CONVENIENCE</b>	<b>§</b>	<b>OF</b>
<b>AND NECESSITY FOR THE RAMHORN</b>	<b>§</b>	
<b>HILL – DUNHAM 345 KV</b>	<b>§</b>	<b>ADMINISTRATIVE HEARINGS</b>
<b>TRANSMISSION LINE IN DENTON</b>	<b>§</b>	
<b>AND WISE COUNTIES</b>	<b>§</b>	

**DIRECT TESTIMONY**

**OF**

**THOMAS STEVEN MARTIN**

**ON BEHALF OF**

**TEXAS MUNICIPAL POWER AGENCY**

**JULY 31, 2023**

**DIRECT TESTIMONY OF  
THOMAS STEVEN MARTIN**

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**ATTACHMENTS:**

Attachment TSM-1    TMPA-Oncor JOF Agreement

**SOAH DOCKET NO. 473-23-21216  
PUC DOCKET NO. 55067**

<b>APPLICATION OF ONCOR ELECTRIC DELIVERY LLC TO AMEND ITS CERTIFICATE OF CONVENIENCE AND NECESSITY FOR THE RAMHORN HILL – DUNHAM 345 KV TRANSMISSION LINE IN DENTON AND WISE COUNTIES</b>	<b>§ § § § § § §</b>	<b>BEFORE THE STATE OFFICE  OF  ADMINISTRATIVE HEARINGS</b>
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**DIRECT TESTIMONY OF  
THOMAS STEVEN MARTIN**

**I.     INTRODUCTION**

**Q.     PLEASE STATE YOUR NAME, PRESENT EMPLOYER, AND BUSINESS ADDRESS.**

A.     My name is Thomas Steven Martin. I am currently employed by the City of Garland (City), where I serve as the Transmission Services Director for the City’s municipally-owned electric utility, Garland Power & Light (GP&L). My business address is 510 W. Avenue B, Garland, Texas 75040.

**Q.     PLEASE DESCRIBE YOUR EDUCATIONAL BACKGROUND AND PROFESSIONAL QUALIFICATIONS.**

A.     I am a graduate of Texas A&M University with a B.S. degree in Electrical Engineering. I have held positions in the electric utility industry for most of the past 45 years. I have been an employee of GP&L since 2017. Prior to my employment with GP&L, I was employed by Oncor and its predecessors in positions of operations, engineering, and management. I am a Registered Professional Engineer in the State of Texas and have provided technical support for two 345kV radial generation interconnection

1 Certificates of Convenience and Necessity (CCNs) and one 138kV double-circuit  
2 capable grid interconnection CCN.

3 **Q. ON WHOSE BEHALF ARE YOU PRESENTING TESTIMONY IN THIS**  
4 **PROCEEDING?**

5 A. I am presenting testimony on behalf of Texas Municipal Power Agency (TMPA).

6 **Q. PLEASE DESCRIBE THE NATURE OF THE CITY OF GARLAND'S**  
7 **RELATIONSHIP WITH TMPA.**

8 A. In 2013, the City and TMPA entered into an agreement whereby the City, through  
9 GP&L, would provide transmission operator, maintenance, and construction services  
10 for TMPA's transmission system.

11 **Q. HAVE YOU EVER SUBMITTED TESTIMONY BEFORE THE PUBLIC**  
12 **UTILITY COMMISSION OF TEXAS (COMMISSION)?**

13 A. No.

14 **II. PURPOSE OF TESTIMONY**

15 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY IN THIS PROCEEDING?**

16 A. The purpose of my testimony is to present my conclusions and TMPA's concerns  
17 regarding the transmission line routing proposed in Oncor's Application for a  
18 Certificate of Convenience and Necessity for the Ramhorn – Dunham Switch 345  
19 kilovolt (kV) Transmission Line Project in Denton and Wise Counties (Project).<sup>1</sup>

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<sup>1</sup> See Application of Oncor Electric Delivery LLC to Amend its Certificate of Convenience and Necessity for the Ramhorn Hill – Dunham 345 kV Transmission Line in Denton and Wise Counties (Jun. 8, 2023) (Application).

1 **Q. WILL YOU ADDRESS THE NEED FOR THE LINE OR ALTERNATIVES TO**  
2 **THE TRANSMISSION LINE?**

3 A. No. My testimony focuses on the Project's impact on TMPA's infrastructure.

4 **III. TMPA'S IMPACTED INFRASTRUCTURE**

5 **Q. PLEASE GENERALLY DESCRIBE THE TMPA INFRASTRUCTURE**  
6 **IMPACTED BY ONCOR'S PROJECT.**

7 A. Two proposed route segments cross 345kV infrastructure which is either owned or  
8 jointly owned by TMPA. In the Application's Route Memorandum, attached to the  
9 Application at Attachment 7, TMPA's transmission lines are red, and travel in a north-  
10 east direction across Links B4 and B1 directly north of the Dunham Switch.<sup>2</sup> One or  
11 the other of these segments is required to connect Dunham Switch to the proposed  
12 transmission line.<sup>3</sup>

13 **Q. WHICH SPECIFIC LINK OR LINKS IMPACT TMPA'S**  
14 **INFRASTRUCTURE?**

15 A. Links B1 and B4.<sup>4</sup>

16 **Q. PLEASE GENERALLY DESCRIBE LINKS B1 AND B4.**

17 A. Link B1 proceeds in a northerly direction for approximately 1,220 feet crossing  
18 Dunham Road and the existing 345kV Roanoke to Lewisville transmission line co-  
19 owned by TMPA, and the 345kV Roanoke to Denton West transmission line owned by

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<sup>2</sup> *Id.* at Attachment 7 (Routing Memorandum of Brenda J. Perkins), Part 2.

<sup>3</sup> *Id.*; *see also* Attachment 7, Part 3 (demonstrating that all proposed routes utilize either B1 or B4).

<sup>4</sup> *Id.* at Attachment 7, Part 2.



1 A. As contemplated, the Project will directly impact TMPA's infrastructure. To my  
2 knowledge, Oncor has not been in conversation with TMPA concerning the  
3 modifications which will impact infrastructure owned and co-owned by TMPA.  
4 Therefore, TMPA is concerned that Oncor intends to proceed with the Project without  
5 consulting with TMPA.

6 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

7 A. Yes, it does.



**AMENDMENT NO. 5 TO  
INTERCONNECTION AGREEMENT**

This Amendment No. 5 ("Amendment") to the Interconnection Agreement, dated October 28, 1997, between Oncor Electric Delivery Company LLC ("Oncor"), successor to Texas Utilities Electric Company, and Texas Municipal Power Agency ("TMPA") (the "Agreement") is made and entered into this 11<sup>th</sup> day of July, 2014 between Oncor and TMPA, collectively referred to hereinafter as the Parties.

Whereas, TMPA desires to sell to Oncor a certain 345 kV circuit breaker and other associated transmission facilities, at Oncor's Roanoke Switching Station, and

Whereas, Oncor constructed an approximately 20.3 mile 345 kV second circuit on the jointly-owned Northwest Carrollton – Roanoke 345 kV transmission line structures, and

Whereas, the Parties desire to establish a Point of Interconnection between Oncor's 20.3 mile 345 kV second circuit on the jointly-owned Northwest Carrollton – Roanoke 345 kV transmission line structures and a second 345 kV circuit constructed by TMPA on its 345 kV line structures between the Point of Interconnection and the West Denton Switching Station, and

Whereas, the Parties desire to establish another Point of Interconnection between a new 345 kV circuit constructed by Oncor from its Krum West Switching Station to TMPA's new 345 kV circuit at the West Denton Switching Station, and

Whereas, TMPA has sold its facilities connecting Brazos Electric Cooperative's East Bridgeport Station to Oncor's Bennett Rd. – Wise County 138 kV line. TMPA desires to terminate the Bridgeport Point of Interconnection. In consideration of the mutual promises and undertakings herein set forth, the Parties hereby agree to amend the Agreement as follows:

1. Exhibit A of the Agreement is deleted in its entirety and replaced with the Exhibit A attached hereto and made a part hereof.
2. Exhibit C of the Agreement is deleted in its entirety and replaced with the Exhibit C attached hereto and made a part hereof.
3. Facility Schedule No. 1 (Bridgeport) will automatically be deleted from this Agreement upon execution of this Amendment by the Parties.
4. In conjunction with the sale by TMPA to Oncor of a certain 345 kV circuit breaker, and other associated transmission facilities, at Oncor's Roanoke Switching Station, Facility Schedule No. 2 attached hereto and made a part hereof replaces the existing Facility Schedule No. 2 and will become effective upon execution of this Amendment by the Parties.
5. The Facility Schedules No. 13 and No. 14 attached hereto and made a part hereof are hereby added to the Agreement and will become effective upon execution of this

Amendment by the Parties.

6. Except as otherwise expressly provided for herein, the Agreement shall continue in full force and effect in accordance with its terms.

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

BY: Jerry Preuninger

NAME: JERRY PREUNINGER

TITLE: SR DIRECTOR

DATE: 8/2/14

TEXAS MUNICIPAL POWER AGENCY

CJS BY: Bob Kahr

NAME: BOB KAHR

(Please type or print.)

TITLE: General Manager

DATE: July 11, 2014

**EXHIBIT A  
(TMPA/ ONCOR)**

**Article I.      LIST OF FACILITY SCHEDULES AND POINTS OF INTERCONNECTION**

<u>Facility Schedule No.</u>	<u>Name of Point of Interconnection</u>
1	Bridgeport 138 kV (Terminated)
2	Roanoke – West Denton 345 kV
3	Royse – Ben Davis 345 kV
4	Twin Oak East – Gibbons Creek 345 kV
5	Twin Oak West – Gibbons Creek 345 kV
6	Denton ARCO – Collin 138 kV
7	Spencer Plant – Corinth 138 kV
8	Royse – Greenville 138 kV
9	Ben Davis – Allen 138 kV
10	Ben Davis – Royse 138 kV
11	Centerville 345 kV
12	Jacksboro – West Denton 345 kV
13	West Denton – Krum West 345 kV
14	Roanoke Junction - Northwest Carrollton 345 kV

## EXHIBIT C

### TERMS AND CONDITIONS PERTAINING TO ONCOR'S AND TMPA'S JOINTLY OWNED NW CARROLLTON – ROANOKE 345 kV FACILITY ("JOF")

Description of Jointly Owned Facilities: A 345 kV transmission line, extending approximately 26.5 miles, consisting of a single circuit (twin bundled 1590 MCM ACSR) constructed on double Circuit steel towers, extending from the dead-end structure at Oncor's Northwest Carrollton Switching Station to the dead-end structure at Oncor's Roanoke Switching Station, including all right-of-way and easement interests associated with same, hereinafter the "JOF".

1. The JOF are owned by TMPA and Oncor as tenants-in-common. As of the date of this Amendment, TMPA owns an undivided 40.7% interest in the JOF. Oncor owns an undivided 59.3% interest in the JOF.

2. TMPA has exercised its right to construct a second circuit on the JOF extending approximately 6.2 miles from Oncor's Roanoke Switching Station. TMPA owns 100% of this second circuit and it is not included in the JOF. Oncor has exercised its right to construct a second circuit (twin bundled 1926 MCM ACSS-TW) on the JOF extending approximately 20.3 miles from Oncor's Northwest Carrollton Switching Station to the Roanoke Tap – Northwest Carrollton 345 kV point of interconnection as described in Facility Schedule 14. Oncor owns 100% of this second circuit and it is not included in the JOF.

3. Neither the ownership of the JOF nor any provisions of this Agreement shall be construed to create an association, joint venture or partnership or impose a partnership duty, obligation or liability on or with regard to any of the Parties; nor shall it vest in any Party any interest in any asset or venture of any other Party now owned or hereafter acquired. In particular, the relationship of the Parties contemplated in this Agreement shall not be treated as a partnership or other taxable entity for Federal tax purposes. For this purpose the Parties agree to take any and all actions, including the making of all appropriate elections under Federal tax laws, so as to exclude the application of all of the partnership provisions of said laws. Any apparent intent to create by this Agreement, or any grant, lease or license related thereto, an association, joint venture, trust or partnership or to impose on any Party trust or partnership rights or obligations is expressly negated.

4. The Parties recognize that they are governed by Section 163.015, Texas Utilities Code, as amended, in connection with the rendering and payment of all taxes and assessments attributable to the JOF.

5. Subject to the terms and conditions of this section, TMPA hereby grants to Oncor a right of first refusal with respect to future dispositions by TMPA of the TMPA 40.7% interest in the JOF (hereinafter the "TMPA Interest"). If, at any time during the term of this Agreement or upon termination of this Agreement in accordance with its terms, TMPA desires to sell, contract for sale, option for purchase, transfer, assign, lease, or otherwise dispose of, to any third party all or any portion of the TMPA Interest, TMPA shall first offer the TMPA Interest to Oncor in

accordance with the following provisions:

a) TMPA shall deliver a notice by certified mail (hereinafter referred to in this section as the "Notice") to Oncor stating: (i) its bona fide intention to offer such TMPA interest; and (ii) a written contract or agreement with respect to such TMPA Interest which shall specify the TMPA Interest being offered and the price, terms and conditions of the proposed sale, contract for sale, option of purchase, transfer, assignment, lease, or other disposition.

b) Oncor shall have a period of thirty days from the date of delivery of the Notice within which to exercise its right of first refusal to purchase, contract for purchase, option for purchase or lease the Assets described in the Notice, on the same terms and conditions contained in the Notice, by written notice delivered to TMPA within such period. In the event governmental filings must be made, approvals obtained and/or waiting periods observed, the date of closing and/or execution of such sale, contract for sale, option for purchase, transfer, assignment, lease or other disposition shall, unless otherwise agreed, be the fifth business day following the latest to occur of the making of such filings, the receipt of such approvals and the expiring of such waiting periods. Oncor shall use reasonable efforts to make any such filings, obtain any such approvals and/or cause any such waiting period to run as quickly as possible.

c) If Oncor elects not to exercise its right of first refusal as provided in subsection (b) above, TMPA may, during the ninety day period following the expiration of the period provided in subsection (b) above, offer the TMPA Interest to any third party at a price not less than, and upon terms no more favorable to the offeree(s) than those specified in the Notice. If TMPA does not enter into an agreement for the sale, option of purchase, transfer, assignment, lease, or other disposition of the TMPA Interest within such ninety-day period, or if such agreement is not consummated within ninety days of the execution thereof, the right provided hereunder shall be deemed to be revived and the TMPA Interest shall not be offered to any third party unless first reoffered to Oncor in accordance herewith. In the event governmental filings must be made, approvals obtained and/or waiting periods observed, the aforesaid consummation period shall be two hundred seventy days (270) (instead of ninety days). TMPA shall use reasonable efforts to make any such filings, obtain any such approvals and/or cause any such waiting period to run as quickly as possible.

6. The following provisions govern the operation, maintenance, construction and repair of the JOF:

a) Unless otherwise mutually agreed to by the Parties, Oncor will operate, maintain, repair and patrol all JOF. TMPA will pay Oncor \$6,961/month for these operation and maintenance services to cover the costs of TMPA's share of the JOF. This cost will be escalated in January of each year in accordance with the index for electric utility workers as maintained by the U.S. Bureau of Labor Statistics in SIC 491.

b) Oncor and TMPA will consult with each other as to construction and repair of JOF requiring or possibly causing the same to be de-energized and will coordinate such construction and repair to avoid interruptions to transmission of power or energy.

c) Oncor and TMPA will consult, on a regular basis, as to operation of and as to maintenance and repair of JOF. While the Parties will attempt to agree, ultimate decisions as to such matters may be made by Oncor who shall exercise such responsibility in good faith and in a manner designed to result in the lowest reasonable costs to both Oncor and TMPA consistent with Good Utility Practice, as hereinafter defined.

d) If any JOF should be damaged, destroyed, or determined to be obsolete to the extent that such facilities are deemed no longer capable of rendering adequate and reliable service in accordance with Good Utility Practice, or if such facilities require relocation or substantial modification by reason of law, regulation or action of public authorities, the Parties shall, unless otherwise agreed, repair, replace, reconstruct, relocate or modify such facilities to substantially the same general character or use as the original, sharing the costs thereof in proportion to their ownership share. Unless otherwise agreed, the Parties shall own such repaired, replacement, reconstructed, relocated, or modified facilities in accordance with the same ownership shares that existed prior to such work.

The design and construction of JOF which are repaired, replaced, reconstructed, relocated, or modified shall be reviewed and approved by both Parties to ensure that such repair, replacement, reconstruction, relocation, or modification is designed and constructed in accordance with good engineering and Good Utility Practice and lowest reasonable costs consistent with such practices.

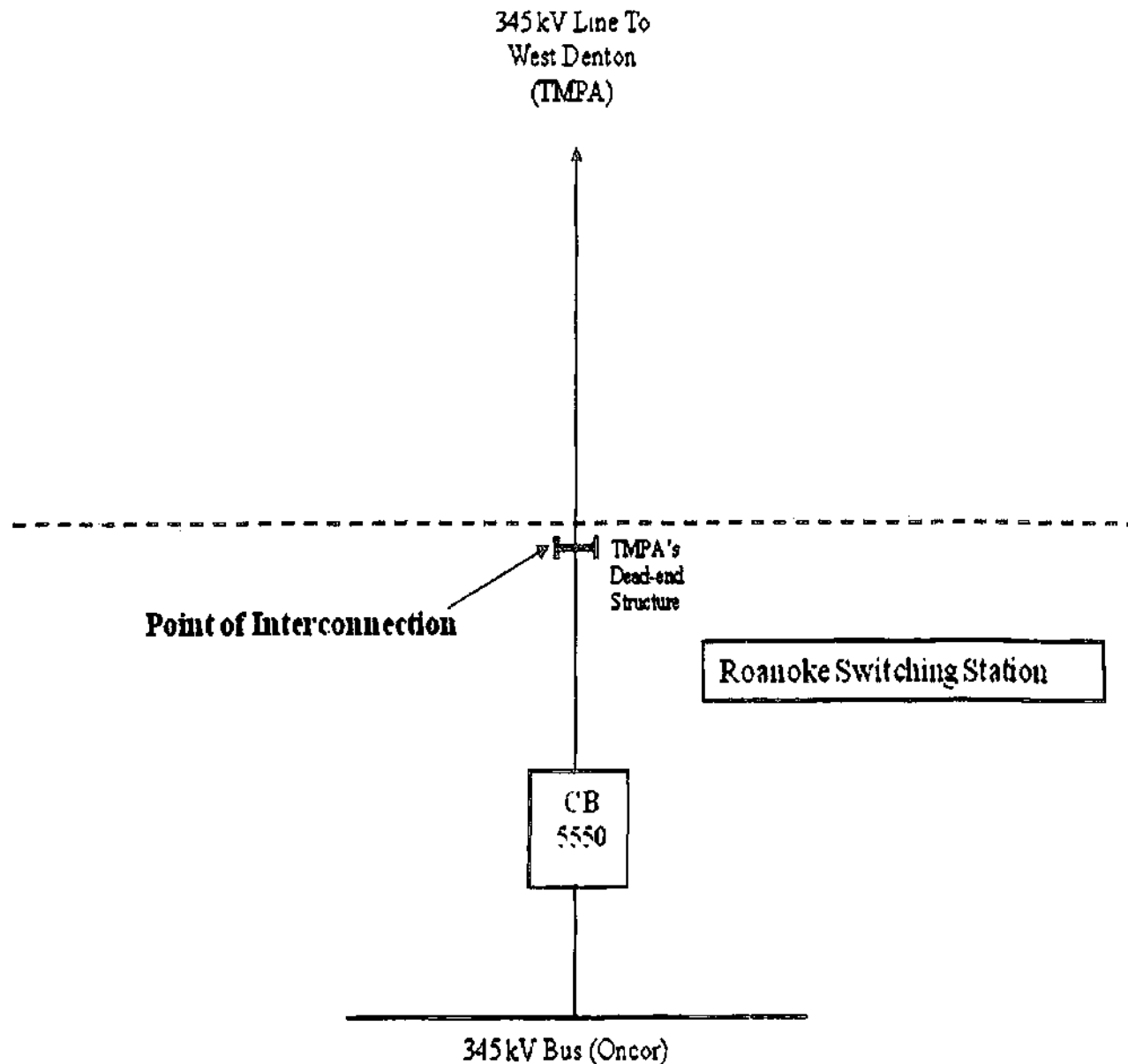
e) For purposes of this Agreement, "Good Utility Practice" shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at the lowest reasonable cost consistent with good business practices, reliability, safety and expedition. Good utility practice is not intended to be limited to the optimum practice, method, or act, to the exclusion of all others, but rather to the practices, methods, or acts that are generally accepted in ERCOT, or prescribed by NERC and consistently adhered to by the transmission providers.

f) It is not the intention of the Parties to adversely affect the tax exempt status under Federal tax law of the interest paid by TMPA on its bonds by any of the terms of this Agreement and this Agreement shall be so construed to the extent that such construction is not inconsistent with the specific provisions hereof. In no event shall TMPA be required to participate in the construction and operation of any facilities hereunder to be owned in undivided interests with Oncor to the extent the same would cause interest on obligations issued by TMPA to be subject to taxation under Federal tax laws.

**FACILITY SCHEDULE NO. 2**  
**(Roanoke - West Denton 345 kV)**

1. Name: Roanoke - West Denton 345 kV Interconnection
2. Point of Interconnection location: This Point of Interconnection is located inside Oncor's Roanoke Switching Station ("Switching Station") which is located at 13530 Henrietta Creek Rd, Roanoke, Denton County, Texas, where TMPA's West Denton to Roanoke 345 kV transmission line ("Transmission Line") deadends. Specifically, the Point of Interconnection is the four hole pads on TMPA's conductors on TMPA's dead-end structure where Oncor's jumpers are connected to said four hole pads.
3. Delivery voltage: 345 kV
4. Metering: None
5. Normally closed (check one): ☒ Yes / ☐ No
6. One line diagram attached (check one): ☒ Yes / ☐ No
7. Facilities to be furnished and owned by Oncor:
  - a) 1 ea. - 345 kV breaker and associated carrier and relay equipment (Oncor System No. 5550)
  - b) 2 ea. - 345 kV air switches (Oncor System Nos. 5549 and 5551)
  - c) 1 ea. - 345 kV ground switch (Oncor System No. 5553)
  - d) 345 kV line relaying panel
  - e) 345 kV wave trap, coupling capacitors, and line potential devices associated with the Transmission Line
  - f) Jumpers that connect Oncor's conductors on TMPA's deadend to TMPA's conductors
8. Facilities to be furnished and owned by TMPA:
  - a) Transmission Line
  - b) One dead-end structure, for terminating the Transmission Line inside the Switching Station
9. Cost Responsibility: Each Party will be fully responsible for the costs related to the facilities it owns, 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 Paragraph 8 is subject to provisions of the Agreement with respect to indemnification and liability. This Paragraph 8 shall not relieve either Party of its respective obligations under those provisions.
10. Supplemental terms and conditions attached (check one): ☐ Yes / ☒ No

**ONE LINE DIAGRAM  
FACILITY SCHEUDLE NO. 2  
(ROANOKE - WEST DENTON 345 KV)**



**NOTE:**

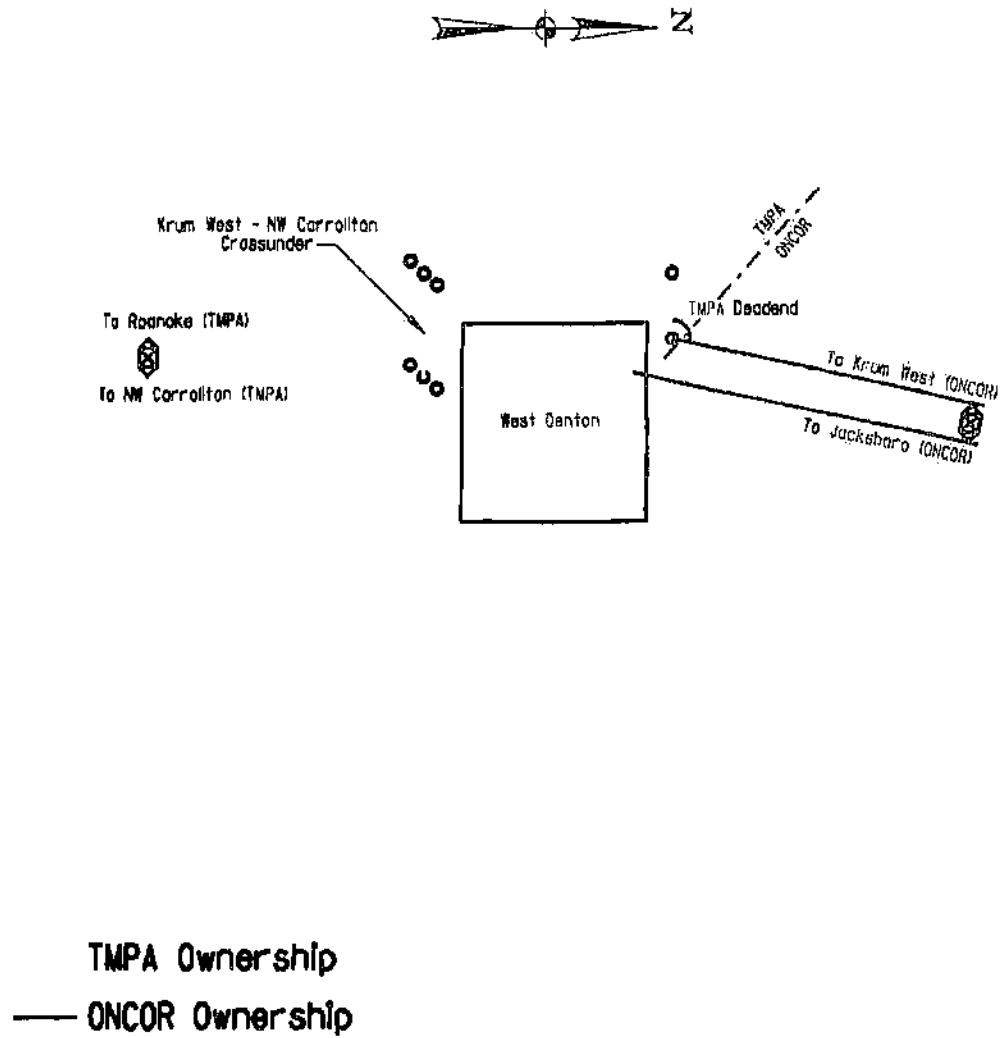
**This one-line diagram is for illustration only and shall not be used for purposes of design, construction or operations.**



**FACILITY SCHEDULE NO. 13**  
**(West Denton – Krum West 345 kV)**

1. Name: West Denton – Krum West 345 kV Interconnection
2. Point of Interconnection location: This Point of Interconnection is located just outside of TMPA's West Denton Switching Station ("Switching Station") which is located on the south side of FM 2449 and .6 miles west of C. Wolfe Road where Oncor's Krum West to West Denton 345 kV transmission line ("Transmission Line") deadends. Specifically, the Point of Interconnection is the four hole pads on TMPA's conductors on TMPA's dead-end structure where Oncor's jumpers are connected to said four hole pads.
3. Delivery voltage: 345 kV
11. Normally closed (check one): ☒ Yes / ☐ No
12. One line diagram attached (check one): ☒ Yes / ☐ No
13. Facilities to be furnished and owned by Oncor:
  - a) One In-Line Structure, for terminating the Transmission Line outside the Switching Station.
  - b) One (1) - 345 kV dead end assembly.
  - c) Jumpers that connect Oncor's conductors on TMPA's deadend to TMPA's conductors
14. Facilities to be furnished and owned by TMPA:
  - a) The four structure by-pass around the West Denton Switching Station including TMPA's dead-end on the north side of the Switching Station
15. Cost Responsibility: Each Party will be fully responsible for the costs related to the facilities it owns, 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 Paragraph 8 is subject to provisions of the Agreement with respect to indemnification and liability. This Paragraph 8 shall not relieve either Party of its respective obligations under those provisions.
16. Supplemental terms and conditions attached (check one): ☐ Yes / ☒ No

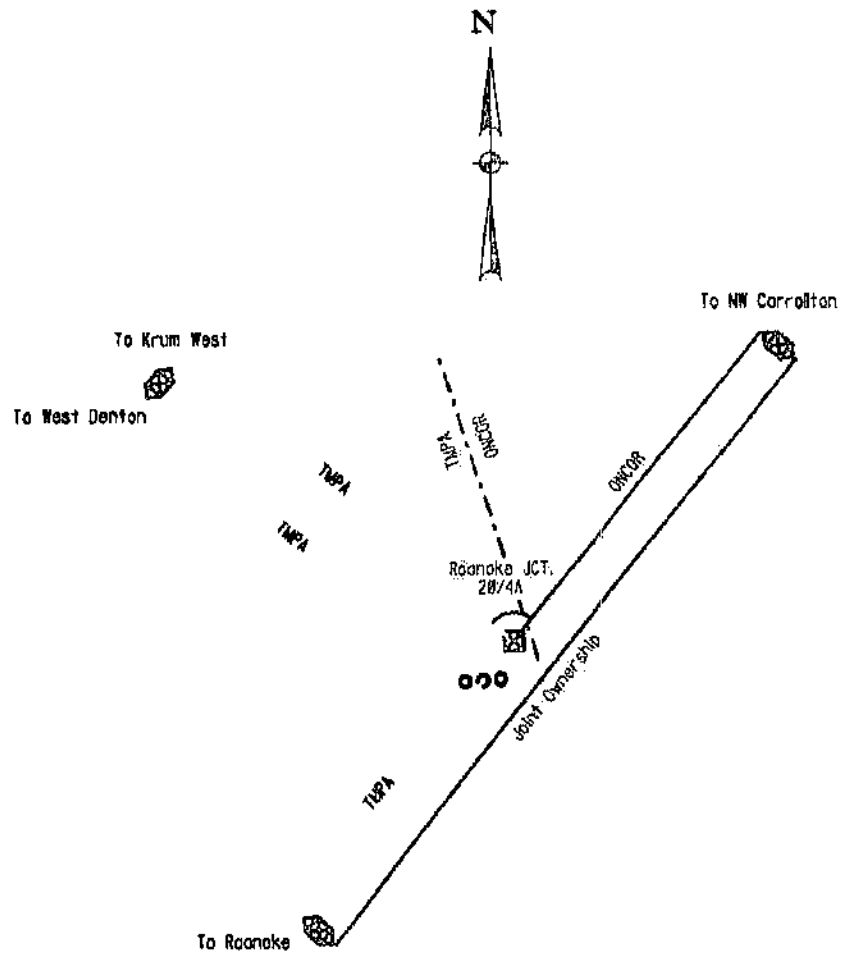
# ONE LINE DIAGRAM



**FACILITY SCHEDULE NO. 14**  
**(Roanoke Junction – Northwest Carrollton 345 kV)**

1. Name: Roanoke Junction – Northwest Carrollton 345 kV Interconnection
2. Point of Interconnection location: This Point of Interconnection is located just north of Cross Timbers Road; .55 miles east of the intersection of Cross Timbers Road and Highway 377 in Denton County, Texas on TMPA's angle structure 20/4A. Specifically, the Point of Interconnection is where Oncor's jumpers on its 345 kV circuit from its Northwest Carrollton switching station ("Oncor Circuit") connect to TMPA's circuit from the West Denton switching station ("TMPA Circuit"), as shown on the attached drawing.
3. Delivery voltage: 345 kV
4. Normally closed (check one): ☒ Yes / ☐ No
5. One line diagram attached (check one): ☒ Yes / ☐ No
6. Facilities to be furnished and owned by Oncor:
  - a) Oncor Circuit
  - b) 345 kV dead end assembly for Oncor Circuit on TMPA angle structure
7. Facilities to be furnished and owned by TMPA:
  - a) Angle structure at the Point of Interconnection
  - b) TMPA Circuit
  - c) Dead-end assembly for TMPA Circuit on TMPA angle structure
8. Cost Responsibility: Each Party will be fully responsible for the costs related to the facilities it owns, 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 Paragraph 8 is subject to provisions of the Agreement with respect to indemnification and liability. This Paragraph 8 shall not relieve either Party of its respective obligations under those provisions.
9. Supplemental terms and conditions attached (check one): ☐ Yes / ☒ No

# ONE LINE DIAGRAM



**TMPA Ownership**  
**— ONCOR Ownership**