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June 10, 1980

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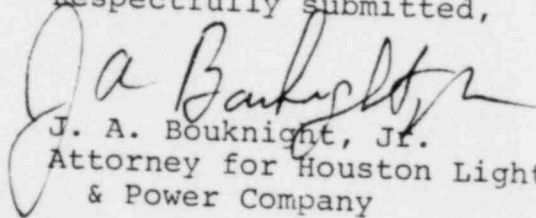
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Gentlemen:

Enclosed is a copy of a Settlement Agreement which was executed yesterday by the Central and South West Corporation, Dallas Power & Light Company, Texas Electric Service Company, Texas Power & Light Company and Houston Lighting & Power Company.

Respectfully submitted,

  
J. A. Bouknight, Jr.  
Attorney for Houston Lighting  
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Enclosure

cc: Service List

8006110266

SETTLEMENT AGREEMENT

Central and South West Corporation ("CSW", which acts herein for and in behalf of itself and its subsidiary corporations Central Power and Light Company ("CPL"), West Texas Utilities Company ("WTU"), Public Service Company of Oklahoma ("PSO") and Southwestern Electric Power Company (SWEPCO)), Dallas Power & Light Company, Texas Electric Service Company and Texas Power & Light Company (collectively "TUCS") and Houston Lighting & Power Company ("HLP") hereby agree to the settlement of all outstanding controversies concerning the question whether the Electric Reliability Council of Texas ("ERCOT") should be interconnected with the Southwest Power Pool ("SWPP") and, if so, whether the interconnection should be by an alternating current (ac) synchronous, or direct current (dc) asynchronous interconnection, on the following terms and conditions:

1. CSW will promptly amend its Application in Federal Energy Regulatory Commission ("FERC") Docket No. EL79-8, requesting an order pursuant to Sections 210, 211 and 212 of the Federal Power Act (A) requiring:

a. CSW to construct or cause to be constructed the necessary facilities to effect a direct current asynchronous interconnection with a nominal capacity of 200 megawatts (Mw) between PSO near Lawton, Oklahoma and WTU near Oklaunion, Texas, hereinafter referred to as the "North Interconnection".

b. CSW to construct or cause to be constructed the necessary facilities to effect a direct current asynchronous interconnection with a nominal capacity of 300 Mw between SWEPCO near Walker County, Texas and the South Texas Project ("STP"), hereinafter referred to as the "South Interconnection" (the North Interconnection and the South Interconnection being together sometimes hereinafter referred to as the "Interconnections").

c. HLP to construct or cause to be constructed the necessary facilities to add an additional 200 MW of capacity to the South Interconnection and to wheel, transmit, sell, coordinate, comingle and exchange electric power to, from, or within the State of Texas over any Interconnections, whether or not specifically authorized or ordered by FERC or by any governmental authority, with the proviso that HLP shall not thereby be subject to FERC jurisdiction under Section 201 of the Federal Power Act, as amended by virtue of Section 201(b)(2) of that Act and failing such provision, HLP shall be relieved of any obligation to construct the above-referenced facilities, provided, however, that this Agreement shall otherwise remain in full force and effect.

d. Other entities in SWPP and ERCOT have been given the opportunity to participate in the construction and ownership of the Interconnections, on the condition that each such other party pay its pro rata share of the capital costs of constructing the Interconnection which it wished to participate in and undertake to pay its pro rata share of the costs of operating and maintaining that Interconnection and agreed further to be bound by the terms and conditions of the Agreement between Owners of the Interconnections. [This opportunity to participate will be offered at the Formal Settlement Conference in the FERC proceeding in Docket No. EL79-8. Such offer must be accepted within the time by which comments must be filed in response to a Settlement Offer under FERC's Rules of Practice. CSW and HLP acknowledge that they have already received an expression of interest from Gulf States Utilities Company ("GSU") in participating in the construction and ownership of the South Interconnection to the extent of a 100 MW share, in which event the South Interconnection will be 600 MW.]

e. CSW to pay for and be the "Owner" of 100 percent of the North Interconnection and CSW and HLP to pay for and be the "Owners" of the South Interconnection in the following proportions:

CSW - 60%

HLP - 40%

or such percentage as will result from the pro rata reduction of their respective percentage of Ownership in either Interconnection due to participation in ownership by other electric systems in accordance with paragraphs 1d and 1f of this Agreement.

f. CSW to sell up to an aggregate 20 MW of capacity in the North Interconnection and an aggregate 30 MW of capacity in the South Interconnection and HLP to sell up to an aggregate 20 MW of capacity in the South Interconnection to other electric systems in ERCOT or SWPP that have not accepted the offer to participate referred to in paragraph 1d of this Agreement and that elects to participate on or before June 30, 1983. Moreover, whenever planning is undertaken to increase the capacity of the Interconnections, but at intervals of no more than every three years after June 30, 1983 until June 30, 2004, other electric systems in ERCOT and SWPP will be given the opportunity to participate in the planning of increases in the capacity of the Interconnections and of participating in the ownership of any incremental capacity added, provided again that each party that wishes to participate pays its pro rata share of the capital costs of constructing the Interconnection which it wishes to participate in and undertakes to pay its pro rata share of the costs of operating and maintaining that Interconnection and agrees further to be bound by the terms and conditions of the Agreement between Owners of the Interconnections.

g. Subject to obtaining all necessary regulatory approvals CSW, HLP and TUCS to wheel power for other electric systems in ERCOT and SWPP to and from the Interconnections in accordance with the terms and conditions set forth in Exhibit A hereto.



h. CSW, HLP and TUCS to provide back-up Emergency service to any entity using the Interconnections in accordance with the terms set forth in Exhibit B.

i. Each Owner of the Interconnections to have the exclusive right to the use of the Interconnection(s) in the proportion owned by it as described in paragraph 1e of this Agreement, for any purpose, including, but not limited to, the following, and subject to the other terms and conditions of this Agreement:

(i) The North Interconnection and the South Interconnection will be used by CSW for the central dispatch of energy between and among the CSW operating companies so that the CSW operating companies will be economically operated as a single, integrated and coordinated system;

(ii) The South Interconnection may be used by HLP to transfer power and energy between its system and other electric utility systems;

(iii) The Interconnections may be used by any other Owner to transfer power and energy between its system and other electric utility systems;

(iv) Any capacity in the Interconnections which may be unused at any point in time may be used by any other system in ERCOT or SWPP upon request, subject to interruption by any Owner desiring to utilize its entire capacity and subject to payment of such rates, and other terms and conditions, as may be approved by the FERC. Any such request for the usage of the Interconnections for transfer of firm power by any such other system shall be made at least thirty (30) days prior to the beginning of such proposed transfers in order to allow proper scheduling. Use of the Interconnections for transfers of firm power by other systems shall be available only subject to planned or actual usage of the Interconnections by the Owners for any purpose.

Any request for the usage of the Interconnections for transfer of interruptible economy or emergency energy by any such other systems shall be made at least one hour prior to the beginning of such proposed transfers (this notice requirement may be waived in an emergency);

7. Dismissal of the proceeding known as Central Power and Light Co., et al., FERC Docket No. E-9558;

and (B) providing that: compliance with an order consistent with the terms of paragraphs 1a through 1i of this Agreement, and the interconnection and transmission of power and energy, shall not make TUCS or HLP or any other electric utility or other entity a "public utility" as that term is defined by Section 201 of the Federal Power Act and subject to the jurisdiction of FERC for any purpose other than for the purpose of carrying out the provisions of Sections 210, 211 and 212 of the Federal Power Act.

2. Upon filing of the amended Application described above:

a. CSW, TUCS and HLP will promptly join in proposing a Settlement Offer, in a form embodying the terms of this Agreement and otherwise as may be agreed upon, and file appropriate support therefor, in FERC Docket No. EL79-8 requesting an Order of Settlement (which term "Order", or "Entry of order", as hereinafter used, means a final and unappealable Order of FERC embodying the provisions of paragraph 1, and containing no provisions covering other significant matters; ordering Interconnections under Sections 210, 211 and 212 of the Federal Power Act in accordance with the terms of the Settlement Offer. CSW, TUCS and HLP will each support the entry of such Order by FERC approving the agreed upon Settlement Offer. Within seven days after the expiration of

the period for comments and responses to the Settlement Offer provided by FERC's Rules of Practice, CSW, TUCS and HLP will request a formal conference with the Administrative Law Judge.

b. HLP and TUCS will actively support the entry of an order by the Securities and Exchange Commission ("SEC") in its Admin. Proc. File No. 3-4951 as described in paragraph 7(B) infra, conditioned upon the entry of the Order described in paragraph 1 hereof and the non-termination of this Agreement by CSW under paragraph 4 below.

c. Within sixty days of the date of this Agreement (1) CSW will request an abeyance of its appeals in West Texas Utilities Company, et al. v. Texas Electric Service Company, et al. (5th Cir. No. 79-2677); Public Utility Commission of Texas v. FERC (5th Cir. No. 79-3054); Tex-La Electric Cooperative v. Federal Energy Regulatory Commission (D.C. Cir. No. 80-\_\_\_\_); and Central Power and Light Company, et al. v. Public Utility Commission of Texas (53rd Judicial District of Texas, No. 261,605); and (2) CSW, HLP and TUCS will file appropriate motions with the Texas Public Utility Commission ("TPUC") requesting modifications of the Orders entered in TPUC Docket No. 14 as may be necessary to permit the construction and operation of the Interconnections, such modifications to be effective upon entry of the Order.

3. HLP and TUCS will agree to entry of license conditions for the South Texas Project and Comanche Peak nuclear plants substantially in accordance with Exhibit C.

4. Upon execution of this Agreement CSW will advise the NRC that satisfaction of the contingencies set forth in paragraph 7 of this Agreement will remove any concerns of CSW that the conduct of HLP and TUCS is or will create or maintain a situation inconsistent with the antitrust laws in connection with the antitrust reviews in NRC Docket Nos. 50-445A, 50-446A, 50-498A, 50-499A, and CSW will conduct no further litigation

against HLP and TUCS in those Dockets; provided that, if any contingency set forth in paragraph 7 of this Agreement is not satisfied, CSW will have all rights to participate in the pending NRC proceedings to the extent it considers necessary. Moreover, so long as the FERC has neither approved nor denied the Settlement Offer, CSW may elect to terminate this Agreement (in which event this Agreement is no longer binding on any party) and to participate in the NRC proceedings to the extent it considers necessary, at the following intervals: 60 days, 120 days and 180 days from the date of this Agreement. Entry of an order by FERC denying the amended application described in paragraph 1 of this Agreement or failure of FERC to grant or deny said application within 1 year of the date of this Agreement shall be deemed a denial of an application for purposes of review by NRC in accordance with Exhibit C to this Agreement.

5. CSW, TUCS and HLP will, jointly or independently, promptly file motions to dismiss with prejudice the proceeding known as Texas Power & Light Company, FERC Docket No. E-9578.

6. Upon entry of the Order (a) CSW will withdraw as a party in Tex-La Electric Cooperative v. Federal Energy Regulatory Commission (D.C. Cir., No. 80-\_\_\_\_); and Central Power and Light Co., et al., FERC Docket No. E-9558; (b) CSW will terminate each of the appeals referenced in paragraph 2c(1) of this Agreement; and (c) HLP will file and TUCS will support such motions as may be required to vacate the injunction



issued by the United States District Court in West Texas Utilities Company, et al. v. Texas Electric Service Company, et al., 470 F.Supp. 798 (1979).

7. The continuing effectiveness of this Agreement is contingent upon: (A) the entry of an Order of Settlement by FERC consistent with the terms of the Settlement Offer, as described in paragraph 1 of this Agreement; (B) the entry of a final and unappealable Order by the Securities and Exchange Commission (based upon findings to be made in its Administrative Proceeding File No. 3-4951 instituted by notice and order dated January 30, 1976) to the effect that the electric utility facilities of the subsidiaries of CSW, supplemented by the Interconnections as planned and proposed by CSW, are capable of being economically operated as a single integrated and coordinated system, that the proposals of CSW and its subsidiaries involving the Interconnections represent a reasonable prospect of achieving such economical operation, and that no contingencies are likely to affect the carrying out of CSW's proposals involving the Interconnections; and (C) such action by the TPUC in its Docket No. 14 and United States District Court for the Northern District of Texas or Fifth Circuit Court of Appeals with respect to the injunction entered by the District Court in West Texas Utilities Company, et al. as may be necessary to permit construction and operation of the Interconnections; and this Agreement shall terminate whenever CSW, TUCS and HLP agree that it has become apparent that either condition A, B, or C will not be satisfied.

CENTRAL AND SOUTH WEST CORPORATION

By B. J. Harris  
B. J. Harris

Date: 6/9/80

HOUSTON LIGHTING & POWER COMPANY

By Don D. Jordan  
Don D. Jordan

Date: 6-9-80

DALLAS POWER & LIGHT COMPANY

By J. Ferrito  
Date: 6-9-80

TEXAS ELECTRIC SERVICE COMPANY

By W. Maguire  
Date: 6/9/80

TEXAS POWER & LIGHT COMPANY

By Michael D. Spence  
Date: 6-9-80

PRINCIPLES OF WHEELING AGREEMENT

CSW and HLP agree to wheel power to, from and over the DC Interconnections and TU agrees to wheel power to and from the DC Interconnections under the following terms and conditions:

1. Wheeling Over The DC Interconnections

A. The North Interconnection

CSW will file a cost-based rate with the FERC for wheeling over the North Interconnection which will reflect the cost of the facilities of the North DC terminal.

B. The South Interconnection

CSW and HLP will file a cost-based rate with the FERC for wheeling over the South Interconnection which will reflect the cost of the facilities necessary to effect the South Interconnection, without including the cost of such AC lines and attendant AC facilities as SWEPCO, CP&L and HLP are planning to construct and install even in the eventuality that the DC Interconnection would not be installed. It is understood that HLP would file such a rate only pursuant to an order of the FERC embodying the provisions of paragraph 1 of the Settlement Agreement requiring it to: (1) install

200 Mw of DC Interconnection capacity; (2) wheel power over the DC Interconnection; and (3) file a rate with the FERC for the wheeling of such power. It is further understood that HLP will not appeal such order by the FERC.

2. Wheeling To and From The DC Interconnections

The rate applicable to power transfers to and from the DC Interconnection terminals taking place over transmission facilities within TIS owned by WTU, CP&L, TP&L, TESCO, DP&L and HLP) or over transmission facilities owned by SWEPCO and PSO (together referred to as the "Contracting Parties") shall be one mill per kilowatt-hour payable to each electric utility company over whose transmission lines the power is transferred (the "Wheeling Party"), or such higher rate as shall be adequate to recover the costs of providing such transmission service which is approved by the appropriate regulatory authority. In accordance with the concept established in FERC Order 84, there shall be no need to cost justify a rate of one mill per kilowatt-hour.

The Wheeling Party shall transmit and deliver, for the account of the purchasing company, to the delivery point of the purchasing company 100% of the power (adjusted to the nearest whole Mw) that is delivered to it for the transmission, it being agreed that under the one-mill per kilowatt-hour rate, no additional charge will be made for line losses



on the Wheeling Party's system. Under any rate in excess of one-mill per kilowatt-hour filed on the basis of recovery of the actual costs of providing such transmission service, line losses shall be determined by appropriate load flow studies and the Wheeling Party shall be obligated to deliver only such power as it receives for wheeling net of such line losses.

Any of the Contracting Parties may file cost-based wheeling rates at any time with the appropriate regulatory agency and may begin to charge the cost-based rate at such point in time, and under such terms and conditions, as are appropriate under the statutes and/or rules governing rate filings before such regulatory agency.

The initial rate filing provided for hereunder and all subsequent rate filings for such wheeling services will be made by the Contracting Parties with the regulatory agency having jurisdiction over such rates and will be limited to transfers to and from the DC Interconnection terminals.

The aforesaid wheeling rates shall apply to all transmission service to and from the DC Interconnection terminals.

The Contracting Parties will continue to pursue the concept of TIS-wide uniform rates with other members of TIS. When, and if, such uniform rates are agreed upon, they will be filed for approval by the Contracting Parties and other members of TIS with the regulatory agency having jurisdiction over such rates.

Exhibit B

Emergency Backup For Non-Ownning Entities  
Relying On the DC Interconnections  
For Firm Power

The loss of a DC Interconnection will be treated by the Contracting Parties in the same manner as the loss of a generator under the operating guidelines of TIS and SWPP. That is, an outage of 10 hours or less in TIS (and 30 minutes or less in SWPP) could be adjusted through the regulation energy account (paid back in kind) or through monetary payments at a rate equal to out-of-pocket costs plus 10% of such cost. Outages of a longer duration would require direct payments to the entity or entities supplying power during the outage at a cost based rate. No increase in spinning reserves would be required; however, if the entity using the DC Interconnection for firm purchases has no generation, it would have to arrange for a backup contract from its present wholesale supplier.

Exhibit C

In connection with the performance of its obligations under paragraphs 3 and 4 and subject to the provisions hereinafter set forth, the Company will not disconnect from or refuse to connect with the facilities of any Entity used or proposed to be used for the transmission of electric energy in interstate commerce by reason of the interstate character of such facilities, and the Company will not prevent any Entity with which it maintains connections from establishing, maintaining or modifying a connection with facilities used or proposed to be used for the transmission of electric energy in interstate commerce by reason of the interstate character of such facilities, provided that any entity seeking to establish, maintain or modify any connection which could affect the non-jurisdictional status of the Company under the Federal Power Act shall have filed an application with and used its best efforts to obtain an order from the Federal Energy Regulatory Commission, applicable to the Company, under Sections 210, 211 and 212 of such Act, requiring the establishment, maintenance or modification of such connection. In the event that the only significant issue in the ensuing proceeding relates to the Company's desire to maintain its exemption from jurisdiction under the Federal Power Act, the Company agrees that it will not unreasonably oppose any such

application and agrees to pay the applicant's reasonable expenses in connection with such application. In the event any such application is denied by a valid order of the Federal Energy Regulatory Commission, any subsequent refusal by the Company to establish, maintain or modify a connection with such Entity shall be subject to review by the NRC in accordance with the Atomic Energy Act of 1954, as amended, and the rules and regulations thereunder, to determine whether any such refusal would create or maintain a situation inconsistent with the antitrust laws or the policies thereunder in accordance with the standards set forth in Section 105 of such act; provided that all factual determinations by the FERC on any cost or system reliability reason(s) for any such refusal shall not be subject to re-determination by the NRC. The burden of proof will be on the Company in such NRC proceeding.



UNITED STATES OF AMERICA  
NUCLEAR REGULATORY COMMISSION

BEFORE THE ATOMIC SAFETY AND LICENSING BOARD

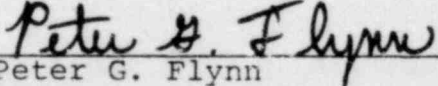
In the Matter of	)	
	)	
HOUSTON LIGHTING & POWER COMPANY,	)	Docket Nos. 50-498A
et al.	)	50-499A
	)	
(South Texas Project, Units 1	)	
and 2)	)	
	)	
TEXAS UTILITIES GENERATING COMPANY	)	Docket Nos. 50-445A
et al.	)	50-446A
	)	
(Comanche Peak Steam Electric	)	
Station, Units 1 and 2)	)	

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that copies of the foregoing:

Letter dated June 10, 1980, transmitting copy of Settlement Agreement executed by Central and South West Corporation, Texas Utilities, and Houston Lighting & Power Company

were served upon the following persons, by hand \*, or by deposit in the United States Mail, first class postage prepaid, this 10th day of June, 1980

  
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