Control Number: 35077

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**Project No. 35077**

# INTERCONNECTION AGREEMENT

**Between**

**Guadalupe Valley Electric Cooperative**

**and**

**LCRA Transmission Services Company**

**February 8, 2011**



212

**INTERCONNECTION AGREEMENT**

**BETWEEN**

**GUADALUPE VALLEY ELECTRIC COOPERATIVE, INC.**

**AND**

**LCRA TRANSMISSION SERVICES CORPORATION**

**DATED: February 8, 2011**

**INTERCONNECTION AGREEMENT**
**BETWEEN**
**GUADALUPE VALLEY ELECTRIC COOPERATIVE, INC.**
**AND**
**LCRA TRANSMISSION SERVICES CORPORATION**

This Agreement is made and entered into this 8th day of February, 2011, by and between the Guadalupe Valley Electric Cooperative, Inc. ("GVEC") and LCRA Transmission Services Corporation, a nonprofit affiliated company of the Lower Colorado River Authority, a conservation and reclamation district of the State of Texas ("LCRA TSC") each sometimes hereinafter referred to individually as "Party" or both referred to collectively as "Parties".

**WITNESSETH**

WHEREAS, each Party is the owner and operator of transmission and/or distribution facilities and is engaged in the business of transmitting electric energy within the Electric Reliability Council of Texas; and

WHEREAS, the Parties desire to interconnect their respective transmission and/or distribution systems pursuant to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and conditions herein set forth, the Parties agree as follows:

## ARTICLE I – EFFECTIVE DATE AND TERM

1.1 This Agreement and any subsequent addendum to this Agreement shall become effective on the date of execution by both Parties. Unless otherwise mutually agreed, this Agreement shall remain in effect initially for a period of thirty (30) years from the effective date, and shall continue in effect thereafter for periods of five (5) years each unless canceled after such initial period or any subsequent period either by mutual agreement or by either Party upon at least 36 months written notice to the other party.

## ARTICLE II – OBJECTIVE AND SCOPE

2.1 It is the intent of the Parties, by this Agreement, to state the terms and conditions under which the Parties' transmission and/or distribution systems will be interconnected and to identify the facilities and equipment provided by each Party at the points of interconnection between their systems.

2.2 This Agreement shall apply to the ownership, construction, general operation and maintenance of those facilities which are specifically identified and described in the Facility Schedules which are attached hereto and incorporated herein.

2.3 This Agreement, including all attached Facility Schedules, constitutes the entire agreement and understanding between the Parties with regard to the interconnection of the facilities of the Parties at the Points of Interconnection expressly provided for in this Agreement. The Parties are not bound by or liable for any statement, representation, promise, inducement, understanding, or undertaking of any kind or nature (whether written or oral) with regard to the subject matter hereof if not set forth or provided for herein. This Agreement replaces all other Interconnection Agreements and undertakings, oral and written, between the Parties with regard to the subject matter hereof. It is expressly acknowledged that the Parties may have other agreements covering other services not expressly provided for herein; such agreements are unaffected by this Agreement.

2.4 If GVEC also takes Transformation Service from LCRA TSC, GVEC shall execute a separate agreement for Transformation Service, which shall be attached hereto.

## ARTICLE III – DEFINITIONS

For purposes of this Agreement, the following definitions shall apply:

3.1 Agreement shall mean this Agreement with all schedules and attachments applying hereto, including any schedules and attachments hereafter made and any amendments hereafter made.

3.2 ERCOT shall mean the Electric Reliability Council of Texas, Inc.

3.3 ERCOT Protocols shall mean the documents adopted by ERCOT, and approved by the PUCT, including any attachments or exhibits referenced in the ERCOT Protocols, as amended from time to time, that contain the scheduling, operating, planning, reliability, and settlement (including customer registration) policies, rules, guidelines, procedures, standards, and criteria of ERCOT.

3.4 Facility Schedule(s) shall mean the addendum(s) to this Agreement that describe the agreement on ownership, control, general operation, and maintenance responsibilities of the Parties at the Point(s) of Interconnection.

3.5 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 a 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 be acceptable practices, methods, or acts generally accepted in the region. Good Utility Practice may include, but not be limited to, conformance with the applicable and consistently applied reliability criteria, standards and operating guides of ERCOT and the NERC, or successor organization(s).

3.6 NERC shall mean the North American Electric Reliability Corporation or its successor in function.

3.7 NERC Reliability Standards shall mean the mandatory electric reliability standards enforced by NERC.

3.8 Point(s) of Interconnection shall mean the points where the electrical systems of the Parties are connected or may, by the closure of normally open switches, be connected.

3.9 PUCT shall mean the Public Utility Commission of Texas or its successor in function.

## ARTICLE IV – ESTABLISHMENT AND TERMINATION OF POINTS OF INTERCONNECTION

4.1 The Parties agree to comply with NERC Reliability Standards as they relate to the interconnection of their facilities at the locations identified and described in the Facility Schedules which are attached hereto and incorporated herein.

4.2 The Parties agree to interconnect their facilities at the locations, and in accordance with the terms and conditions, specified in the attached Facility Schedule(s). All Points of Interconnection shall be specified in Exhibit "A" and the Facility Schedule(s) attached hereto and made a part hereof. The Facility Schedule(s) shall specify the responsibilities of the Parties with respect to ownership, control, general operation, and maintenance of the interconnection facilities.

4.3 Unless otherwise provided in a Facility Schedule, each Party shall, at each Point of Interconnection, at its own risk and expense, design, install, or cause the design and installation of the transmission or distribution facilities (including all apparatus and necessary protective devices) on its side of the Point of Interconnection, so as to reasonably minimize the likelihood of voltage and frequency abnormalities, originating in the system of one Party, from affecting or impairing the system of the other Party, or other systems to which the system of such Party is interconnected. The Parties agree that all Points of Interconnection will be established in conformance with operating guidelines of ERCOT and the ERCOT Protocols, as the same may be amended hereafter. The Parties agree to cause their systems to be constructed in accordance with specifications at least equal to those provided by the National Electrical Safety Code, approved by the American National Standards Institute, in effect at the time of construction. Except as otherwise provided in the Facility Schedules, each Party will be responsible for the equipment and facilities it owns on its side of the Point of Interconnection.

4.4 From time to time, a Point of Interconnection may be added, changed, modified, or deleted from this Agreement as mutually agreed by the Parties as evidenced in writing and/or as ordered by a regulatory authority having jurisdiction thereof. Any such change, addition, or deletion shall be recorded in Exhibit A and a Facility Schedule in such a way that the numbering of the other Facility Schedules is not changed.

4.5 Subject to regulatory approval, if required, unless mutually agreed, neither party shall have the right to disconnect from the other Party at any Point of Interconnection specified on Exhibit A and a Facility Schedule, originally attached to this Agreement or added subsequent to the execution of this Agreement, except for reason of a material violation of the terms of this Agreement, for which opportunity to correct such violation was given under Paragraph 15.1 of this Agreement and such violation was not corrected in accordance with said Paragraph 15.1.

4.6 For facilities not specified in the Facility Schedules, or if either Party makes equipment changes or additions to the equipment at a Point of Interconnection, which may affect the operation or performance of the other Party's interconnection facilities, the Parties agree to notify the other Party, in writing, of such changes. Such changes shall be made in accordance with Good Utility Practice, ERCOT requirements, the National Electrical Safety Code, other applicable codes, and standards in effect at the time of construction, and coordinated between the Parties.

4.7 Each party agrees to provide, upon request, current available as-built drawings to the other Party of the facilities owned by that Party at each Point of Interconnection.

4.8 The Parties agree to coordinate and cooperate on assessments of the reliability impacts to the interconnected transmission system for new facilities requesting connection to their distribution or transmission facilities, in accordance with the NERC Reliability Standards.

4.9 GVEC is responsible for reporting annual load data requests to ERCOT as required by the ERCOT Protocols and the Parties agree to coordinate and cooperate on submitting this report.

## ARTICLE V - OTHER SERVICES

5.1 This Agreement is applicable only to the interconnection of the facilities of the Parties at the Points of Interconnection and does not obligate either Party to provide, or entitle either Party to receive, any service not expressly provided for herein. Each Party is responsible for making the arrangements necessary to receive any other service that either Party may desire from the other Party or any third party.

5.2 All transmission, transformation, distribution, metering, operations, and maintenance, engineering, billing or other miscellaneous services will be provided and charged under agreements separate from this Agreement.

5.3 Each Facility Schedule shall indicate whether transformation and/or metering services apply at each Point of Interconnection. Parties agree that the name and location of the Points of Interconnection in the Exhibit "A" and the Facilities Schedules attached to this Agreement, will be identical to the name used and the location of the corresponding facilities in the Transformation Service Agreement, if such Transformation Service Agreement is necessary.

## ARTICLE VI - SYSTEM OPERATION AND MAINTENANCE

6.1 Unless otherwise provided by the Facility Schedules, each Party shall, at each Point of Interconnection, at its own risk and expense, operate and maintain the facilities (including all apparatus and necessary protective devices) it owns or hereafter may own, so as to reasonably minimize the likelihood of voltage and frequency abnormalities, originating in the system of one Party, from affecting or impairing the system of the other Party, or other systems to which the Party is interconnected. The Parties agree that all Points of Interconnection will be operated and maintained in conformance with operating guidelines of ERCOT and the ERCOT Protocols, as the same may be amended hereafter.

6.2 Operational responsibility for facilities owned by one Party, but installed in another Party's substation or transmission line will be identified in the Facility Schedule for that particular Point of Interconnection.

6.3 During the term of this Agreement, the Parties will, consistent with maintaining good operating practices, coordinate their operations to maintain continuity of services to their respective customers to the extent practicable. Planned facility maintenance by either Party that will cause a deviation from the normal power and energy flow at a Point of Interconnection will be scheduled at a mutually agreeable time. No changes will be made in the normal operation of a Point of Interconnection without the mutual agreement of the Parties. The Parties will, to the extent necessary to support continuity of operations, coordinate the operation of protective devices on the facilities they operate in the proximity of the Points of Interconnection which might reasonably be expected to affect the operation of facilities on the other Party's system.

6.4 Each Party will provide the reactive requirements for its own system in accordance with the operating guides as established from time to time by ERCOT or its successor. Each Party will provide the reactive requirements for its own system so as not to impose a burden on the other system.

## ARTICLE VII - RIGHTS OF ACCESS, EQUIPMENT INSTALLATION, AND REMOVAL

7.1 Each Party (A) shall permit duly authorized representatives and employees of the other Party (B) to enter upon its premises for the purpose of inspecting, testing, repairing, renewing, or exchanging any or all of the equipment owned, operated or leased by such other Party (B) that is located on such premises or for the purpose of performing any work necessary in the performance of this Agreement.

7.2 Each Party grants to the other Party permission to install, maintain, and/or operate, or cause to be installed, maintained, and/or operated, on its premises, the necessary equipment, apparatus, and devices required for the performance of this Agreement. Any such installation, maintenance, and operation to be performed, except in the case of emergencies, shall be performed only after a schedule of such activity has been submitted and agreed upon by the Parties.

7.3 Any and all equipment, apparatus, and devices placed or installed, or caused to be placed or installed by one Party on, or in, the premises of the other Party, shall be and remain the property of the Party owning and installing such equipment, apparatus, devices, or facilities, regardless of the mode and manner of annexation or attachment to real property. Upon the termination of any Point of Interconnection under this Agreement, the Party owning and installing such equipment, apparatus, devices, or facilities on the property of the other Party, shall 1) have the right to sell such equipment, apparatus, devices, or facilities to the other Party if the other Party wishes to purchase such equipment, apparatus, devices, or facilities or 2) to enter the premises of the other Party and, within a reasonable time, remove such equipment, apparatus, devices, or facilities, at no cost to the owner of the premises. If, upon the termination of any Point of Interconnection under this Agreement, equipment of a Party that is installed on the premises of the other Party is either not sold to the other Party or removed by the owning Party within a reasonable time, it shall be considered abandoned by the owning Party and may be disposed of by the other Party in the manner it shall determine appropriate; provided, however, that any net cost incurred by the disposing Party shall be reimbursed by the abandoning party.

7.4 Each Party shall attempt to clearly mark their respective equipment, apparatus, devices, or facilities with appropriate ownership identification.

7.5 Either Party may request the other Party to upgrade or modify its terminal facilities at a Point of Interconnection in accordance with the other Party's standard design of equipment. Such request shall not be unreasonably denied. The Parties agree to work in good faith to accommodate upgrade requests and to determine the responsibility of costs associated with any upgrade requests.

## ARTICLE VIII – METERING AND RECORDS

8.1 All metering equipment required herein shall be selected, installed, tested, operated, and maintained by the Party owning such metering equipment in accordance with Good Utility Practice, applicable ERCOT operating and metering guidelines, and the ERCOT Protocols.

8.2 The Party that does not own the metering equipment shall be permitted to witness any testing, inspection, maintenance, or alteration of such metering equipment owned by the other Party. The owner of such equipment shall give reasonable advance written notice of all tests and inspections so that representatives of the other Party may be present. After proper notification to the other Party, the owner may proceed with the scheduled tests or inspections regardless of whether a witness is present.

8.3 If any test or inspection of metering equipment shows that it does not meet the accuracy requirements established by ERCOT operating or metering guidelines, whichever is applicable, the meter or other equipment found to be inaccurate or defective shall be promptly repaired, adjusted, or replaced by the owner. Should metering equipment fail to register, the power and energy delivered and received shall be determined in accordance with ERCOT operating or metering guidelines, and ERCOT Protocols.

## ARTICLE IX – COMMUNICATION AND TELEMETERING FACILITIES

9.1 Each Party shall provide, at its own expense, the necessary communication and telemetering facilities needed for the control and operation of its transmission and/or distribution system.

9.2 All communication and telemetering facilities required herein shall be selected, installed, tested, operated, and maintained by the Party owning such equipment in accordance with Good Utility Practice, applicable ERCOT operating and metering guidelines, and the ERCOT Protocols.

## ARTICLE X - INDEMNIFICATION

**10.1 LCRA TSC SHALL INDEMNIFY, DEFEND, AND SAVE HARMLESS GVEC, ITS DIRECTORS, OFFICERS, AND AGENTS (INCLUDING, BUT NOT LIMITED TO, DIRECTORS, OFFICERS, AND EMPLOYEES OF ITS AFFILIATES AND CONTRACTORS) FROM ANY AND ALL FINES, PENALTIES, DAMAGES, LOSSES, CLAIMS, INCLUDING CLAIMS AND ACTIONS RELATING TO INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO PROPERTY, DEMANDS, SUITS, RECOVERIES, COSTS AND EXPENSES, COURT COSTS, ATTORNEY FEES, AND ALL OTHER OBLIGATIONS BY OR TO THIRD PARTIES, ARISING OUT OF OR RESULTING FROM LCRA TSC'S GROSS NEGLIGENCE, INTENTIONAL WRONGDOING, OR OTHER FAULT IN THE DESIGN, CONSTRUCTION, OR OPERATION OF THE FACILITIES, DURING THE PERFORMANCE OF THIS AGREEMENT AND TO THE EXTENT PERMITTED BY LAW, EXCEPT IN CASES OF GROSS NEGLIGENCE OR INTENTIONAL WRONGDOING BY GVEC.**

**10.2 GVEC SHALL INDEMNIFY, DEFEND, AND SAVE HARMLESS LCRA TSC, ITS DIRECTORS, OFFICERS, AND AGENTS (INCLUDING, BUT NOT LIMITED TO, DIRECTORS, OFFICERS, AND EMPLOYEES OF ITS AFFILIATES AND CONTRACTORS) FROM ANY AND ALL FINES, PENALTIES, DAMAGES, LOSSES, CLAIMS, INCLUDING CLAIMS AND ACTIONS RELATING TO INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO PROPERTY, DEMANDS, SUITS, RECOVERIES, COSTS AND EXPENSES, COURT COSTS, ATTORNEY FEES, AND ALL OTHER OBLIGATIONS BY OR TO THIRD PARTIES, ARISING OUT OF OR RESULTING FROM GVEC'S GROSS NEGLIGENCE, INTENTIONAL WRONGDOING, OTHER FAULT IN THE DESIGN, CONSTRUCTION, OR OPERATION OF THE FACILITIES, DURING THE PERFORMANCE OF THIS AGREEMENT AND TO THE EXTENT PERMITTED BY LAW, EXCEPT IN CASES OF GROSS NEGLIGENCE OR INTENTIONAL WRONGDOING BY LCRA TSC**

## ARTICLE XI –NOTICES

11.1 Notices of an administrative nature, including but not limited to a notice of termination, notice of testing, a request to upgrade, a request for amendment, a change to a Point of Interconnection, or a request for a new Point of Interconnection, shall be forwarded to the designees listed below for each Party and shall be deemed properly given if delivered in writing to the following:

(a) GUADALUPE VALLEY ELECTRIC COOPERATIVE, INC.
Engineering and Operations Division Manager
P.O. Box 118
825 East Sarah De Witt Dr.
Gonzales, TX 78629

(b) LCRA TRANSMISSION SERVICES CORPORATION
Manager, Transmission Engineering
LCRA
P.O. Box 220
Austin, TX 78767-0220

11.2 The above listed names, titles, and addresses of either Party may be changed upon written notification to the other Party.

## ARTICLE XII - SUCCESSORS AND ASSIGNS

12.1 Subject to the provisions of Section 12.2 below, this Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the respective Parties.

12.2 Neither Party shall assign its interest in this Agreement in whole or in part without the prior written consent of the other Party. Such consent shall not be unreasonably withheld, provided that neither Party will be required to consent to any assignment which would, in its sole judgment and among other reasons, subject it to additional federal or state regulation, result in the imposition of additional costs of administration which the Party requesting assignments does not agree to reimburse, or in any way diminish the reliability of its system, enlarge its obligations or otherwise create or maintain an unacceptable condition. The respective obligations of the Parties under this Agreement may not be changed, modified, amended, or enlarged, in whole or in part, by reason of the sale, merger, or other business combination of either Party with any other person or entity. Notwithstanding the foregoing, a Party may assign, without the consent of the other Party, its interest in this Agreement, in whole or in part (1) to a successor that has an in interest to all or a substantial portion of the Party's transmission and distribution business; or (2) in connection with any financing or financial arrangements.

12.3 The several provisions of this Agreement are not intended to and shall not create rights of any character whatsoever in favor of any persons, corporations, or associations other than the Parties to this Agreement, and the obligations herein assumed are solely for the use and benefit of the Parties to this Agreement.

## ARTICLE XIII – GOVERNING LAW AND REGULATION

13.1 This Agreement was executed in the State of Texas and must in all respects be governed by, interpreted, construed, and enforced in accordance with the laws thereof except as to matters exclusively controlled by the Constitution and statutes of the United States of America. This Agreement is subject to all valid applicable federal, state, and local laws, ordinances, rules and regulations of duly constituted regulatory authorities having jurisdiction.

13.2 This Agreement and all obligations hereunder, are expressly conditioned upon obtaining approval or authorization or acceptance for filing by any regulatory body, whose approval, authorization or acceptance for filing is required by law. Both Parties hereby agree to support the approval of this Agreement before such regulatory authority and to provide such documents, information, and opinions as may be reasonably required or requested by either Party in the course of approval proceedings.

13.3 In the event that a regulatory authority having jurisdiction over the Parties orders a change in the terms of this Agreement, the Parties agree to negotiate in good faith a replacement term that will most nearly accomplish the purpose and intent of the original term consistent with the regulatory order. If the Parties cannot reach an agreement over the new term and if the old term is an essential provision of this Agreement, either Party may elect to terminate this Agreement, by providing notice of such election to the other upon sixty (60) days prior written notice to the other Party. An election to terminate under this provision shall not affect either Party's duty to perform prior to the effective date of termination.

13.4 Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal, invalid, or unenforceable for any reason whatsoever, that term or provision will be enforced to the maximum extent permissible so as to effect the intent of the Parties, and such illegality, invalidity, or unenforceability shall not affect the validity or legality of the remainder of this Agreement. If necessary to effect the intent of the Parties, the Parties will negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language which as closely as possible reflects such intent.

## ARTICLE XIV – DEFAULT AND FORCE MAJEURE

14.1 Neither Party shall be considered in default with respect to any obligation hereunder, other than the payment of money, if prevented from fulfilling such obligations by reason of any cause beyond its reasonable control, including, but not limited to, outages or interruptions due to weather, accidents, equipment failures or threat of failure, strikes, civil unrest, injunctions or order of governmental authority having jurisdiction. If performance by either Party has been prevented by such event, the affected Party shall promptly and diligently attempt to remove the cause of its failure to perform, except that neither Party shall be obligated to agree to any quick settlement of any strike or labor disturbance, which, in the affected Party's opinion, may be inadvisable or detrimental, or to appeal from any administrative or judicial ruling.

## ARTICLE XV - TERMINATION ON DEFAULT

15.1 Should either of the Parties hereto violate any material provisions of this Agreement, the other Party shall give written notice to the violating Party specifying the violation. Upon actual receipt of such notice, the Party shall have one hundred eighty (180) days to correct such violation. In the event such violation of this Agreement is not corrected by the expiration of said one hundred eighty (180) days, this Agreement, subject to the applicable regulations of any jurisdictional regulatory authority, may be terminated by giving no less than sixty (60) days written notice, but no other remedy or remedies, available under the law, for such violation shall be limited in any way because of this provision or the exercise of the right conferred hereunder.

15.2 The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of this Agreement will not be considered to waive the obligations, rights, or duties imposed upon the Parties by this Agreement.

## ARTICLE XVI. - ALTERNATIVE DISPUTE RESOLUTION

16.1 The Parties agree that in the event of a dispute concerning the performance or non-performance of any obligations flowing from or as a result of this Agreement and prior to the initiation of any litigation, the parties will voluntarily submit the dispute to the Austin Dispute Resolution Center (www.austindrc.org) for resolution through mediation as though it were referred through the operation of the Texas Alternative Dispute Resolution Procedures Act, Title 7, Chapter 154, TEX. CIV. PRAC. & REM. ANN., (Vernon's 2005). No record, evidence, statement, or declaration resulting from or in connection with such alternate dispute resolution procedure may be used in evidence in subsequent litigation except to demonstrate that this Article has been complied with in good faith by either party. The requirements of the Governmental Dispute Resolution Act, Government Code, Chapter 2009, shall apply as appropriate.

## ARTICLE XVII - MISCELLANEOUS PROVISIONS

17.1 Any undertaking by a Party to the other Party under this Agreement shall not constitute the dedication of the electrical system or any portion thereof of that Party to the public or to the other Party, and it is understood and agreed that any such undertaking shall cease upon the termination of this Agreement.

17.2 The several provisions of this Agreement are not intended to and shall not create rights of any character in, nor be enforceable by, parties other than the signatories to this Agreement and their assigns.

17.3 Neither Party shall be liable to the other for any indirect, consequential, incidental, punitive, or exemplary damages.

17.4 This Agreement shall not affect the obligations or rights of either Party with respect to other agreements. The Parties to this Agreement represent that there is no agreement

or other obligation binding upon it, which, as such Party is presently aware, would limit the effectiveness or frustrate the purpose of this Agreement.

17.5 This Agreement may be amended only upon mutual agreement of the Parties, which amendment will not be effective until reduced in writing and executed by the Parties.

17.6 The descriptive headings of the various Sections of this Agreement have been inserted for convenience of reference only and are to be afforded no significance in the interpretation or construction of this Agreement.

17.7 The invalidity of one or more phrases, sentences, clauses, Sections or Articles contained in this Agreement shall not affect the validity of the remaining portions of this Agreement so long as the material purposes of this Agreement can be determined and carried out.

17.8 This Agreement will be executed in two or more counterparts, each of which is deemed an original, but all constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Interconnection Agreement between LCRA Transmission Services Corporation and Guadalupe Valley Electric Cooperative, Inc. to be executed in two (2) counterparts, each of which shall constitute an original, on the day and year first written above.

**LCRA TRANSMISSION SERVICES CORPORATION**

By: _____
Ray Pfeffer Korn
LCRA Transmission Engineering Manager

Date: 1/31/11

**GUADALUPE VALLEY ELECTRIC COOPERATIVE, INC.**

By: _____
Robert B. Christmas
Engineering & Operations Manager and Chief Operating Officer

Date: February 8, 2011

| FACILITY SCHEDULE NO. | LOCATION OF POINT(S) OF INTERCONNECTION (# of Points) | INTERCONNECTION VOLTAGE (KV) | EFFECTIVE DATE OF INTERCONNECTION |
|---|---|---|---|
| 1 | Cuero (18) | 12.5 kV | |
| 2 | Geronimo (3) | 138 kV | |
| 3 | Gonzales (2) | 138 kV | |
| 4 | Hallettsville (2) | 138 kV | |
| 5 | FM 237 Yorktown | 69 kV | |
| 6 | Marion (2) | 138 kV | |
| 7 | LCRA Nixon (3) | 69 kV | |
| 8 | Parkway (6) | 138 kV | |
| 9 | Schumansville (1) | 138 kV | |
| 10 | Seguin (6) | 138 kV | |
| 11 | Seguin West (6) | 138 kV | |
| 12 | Sweet Home (6) | 24.9 kV | |
| 13 | Thompsonville (3) | 4.16 kV | |
| 14 | Waelder (6) | 12.5 kV | |
| 15 | Weiderstein (2) | 138 kV | |
| 16 | Yoakum-Gartner (11) | 12.5 kV | |
| 17 | York Creek (1) | 138 kV | |
| 18 | Cheapside (2) | 138 kV | |
| 19 | | | |
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## FACILITY SCHEDULE NO. 1

1. **Name:** Cuero Substation

2. **Facility Location:** The Cuero Substation is located at 1022 E. FM 1447, Cuero, Dewitt County, Texas 77954.

3. **Points of Interconnection:** There are eighteen (18) Points of Interconnection in the Cuero Substation generally described as:

   - where the incoming distribution line connects to the tubular bus between switches CU-311 and CU-313 at breaker CU-310.
   - where the jumper from breaker CU-310 connects to the 4 hole pad on switch CU-309.
   - where the jumper from breaker CU-310 connects to the 4 hole pad on switch CU-311.
   - where the incoming distribution line connects to the tubular bus between switches CU-321 and CU-323 at breaker CU-320.
   - where the jumper from breaker CU-320 connects to the 4 hole pad on switch CU-319.
   - where the jumper from breaker CU-320 connects to the 4 hole pad on switch CU-321.
   - where the incoming distribution line connects to the tubular bus between switches CU-341 and CU-343 at breaker CU-340.
   - where the jumper from breaker CU-340 connects to the 4 hole pad on switch CU-339.
   - where the jumper from breaker CU-340 connects to the 4 hole pad on switch CU-341.
   - where the incoming distribution line connects to the tubular bus between switches CU-351 and CU-353 at breaker CU-350.
   - where the jumper from breaker CU-350 connects to the 4 hole pad on switch CU-349.
   - where the jumper from breaker CU-350 connects to the 4 hole pad on switch CU-351.
   - where the incoming distribution line connects to the tubular bus between switches CU-361 and CU-363 at breaker CU-360.
   - where the jumper from breaker CU-360 connects to the 4 hole pad on switch CU-359.
   - where the jumper from breaker CU-360 connects to the 4 hole pad on switch CU-361.
   - where the incoming distribution line connects to the tubular bus between switches CU-371 and CU-373 at breaker CU-370.
   - where the jumper from breaker CU-370 connects to the 4 hole pad on switch CU-369.

- where the jumper from breaker CU-370 connects to the 4 hole pad on switch CU-371.

4. **Transformation Services Provided by LCRA TSC:** Yes

5. **Metering Services Provided by LCRA TSC:** Yes

6. **Delivery Voltage:** 12.5 kV

7. **Metered Voltage and Location:** The metering voltage is 12.5 kV. The metering current transformers are located inside PWT-3, T-4. The bus potential transformer is located on the 12.5 kV operating bus.

8. **One Line Diagram Attached:** Yes

9. **Description of Facilities Owned by Each Party:**

GVEC owns:

- Six (6) distribution circuits including dead end insulators that attach to the dead end structure, conductors, and hardware
- Six (6) distribution circuit breakers CU310, CU320, CU340, CU350, CU360 and CU370 including jumpers and protective relay packages
- Four (4) distribution circuit breaker foundations in bays 3-1, 3-2, 3-4 and 3-5
- One (1) load management system LM
- One (1) resource management system RM
- One (1) modulation transformer MTU-1and associated surge arrester

LCRA TSC owns:

The Cuero Substation including, but not limited to, the following items:

- 138 kV dead-end structures, foundations, insulators and jumpers
- 138 kV operating bus #1 and transfer bus #1 and #2 including structures, insulators, foundations and jumpers
- Two (2) power transformers PWT-1, T-1 and PWT-3, T-4 with associated surge arresters
- Two (2) circuit switchers CS-4255 and CS-4285 with associated bypass switch 4258
- Four (4) 138 kV switches 4254, 4257, 4284 and 4287
- All PWT-3, T-4 distribution and total bays including A-frames, trusses, insulators, disconnect switches, surge arresters, 12.5 kV operating and transfer bus and bus potential transformer
- One (1) total circuit breaker CU-380 and associated foundation, relaying, panels and cabling
- Two (2) distribution circuit breaker foundations in bays # 3-6 and # 3-7
- All PWT-1, T-1 distribution and total bays including A-frames, trusses, insulators, disconnect switches, surge arresters, 12.5 kV operating and transfer

bus, bus potential transformer, metering current transformers and associated cabling

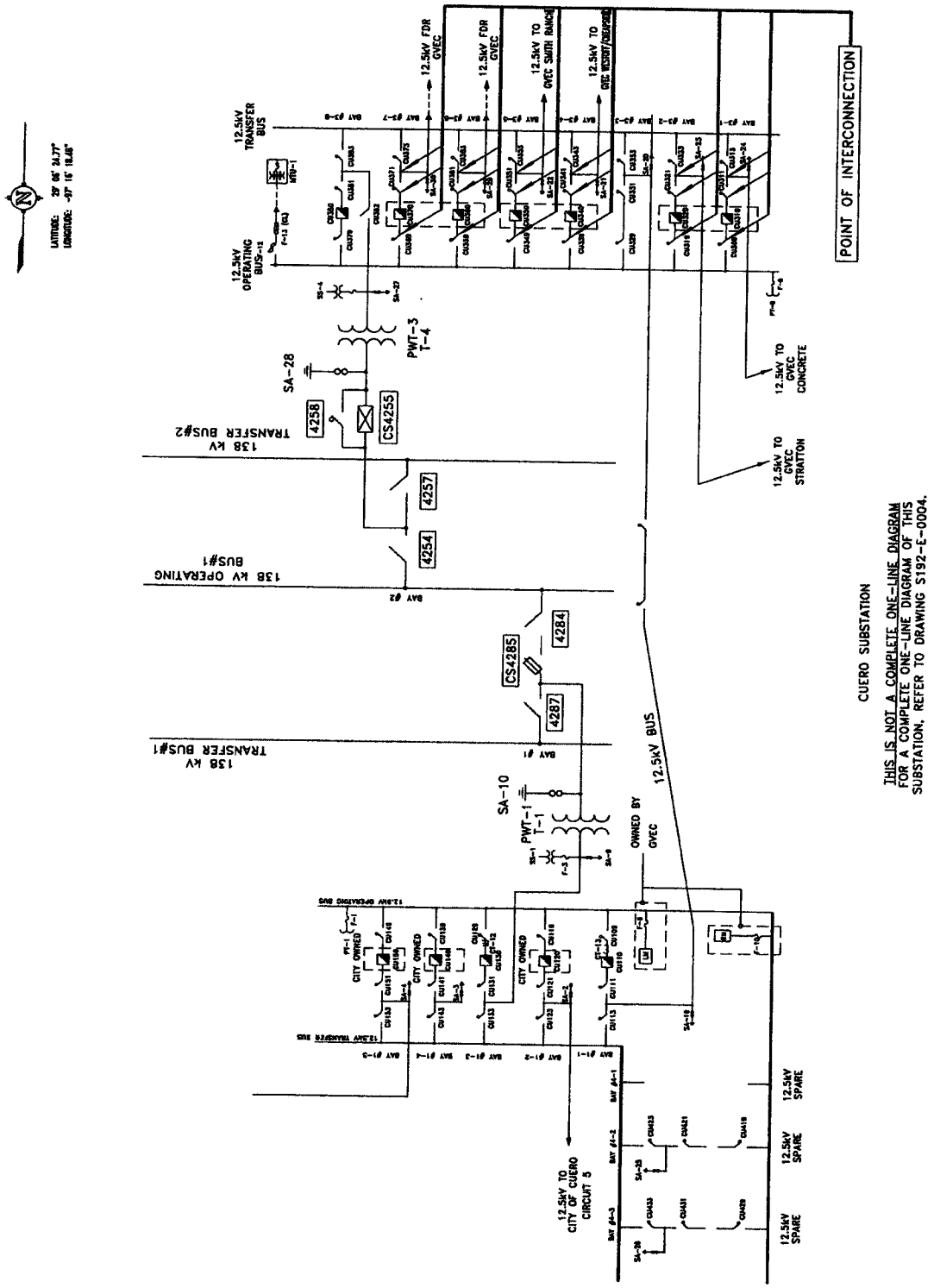
- One (1) total circuit breaker CU-130 with jumpers, protective relaying and foundation
- One (1) bus tie circuit breaker CU-110 including foundations, jumpers, and protection package
- Underfrequency relay panel (not in operation)
- Two (2) station service SS-1 and SS-4
- Control house with battery

10. **Operational Responsibilities of Each Party:** Each Party is responsible for the operation of the equipment it owns.

11. **Maintenance Responsibilities of Each Party:** Each Party will be fully responsible for the maintenance of the equipment it owns.

12. **Other Terms and Conditions:** GVEC and LCRA TSC are to share access to the substation by LCRA TSC locks in the gate and in the control house doors.

# CUERO ONE-LINE DIAGRAM



## FACILITY SCHEDULE NO. 2

1. **Name:** Geronimo Substation

2. **Facility Location:** The Geronimo Substation is located at 305 Cordova Rd., Seguin, Guadalupe County, Texas 78155.

3. **Points of Interconnection:** There are three (3) Points of Interconnection in the Geronimo Substation generally described as:

   - where the 138 kV operating bus terminal connector bolts to the four hole pad on switch 9594.
   - where the 138 kV bus #2 expansion connector bolts to the four hole pad on switch 13459.
   - where the 138 kV operating bus terminal connector bolts to the four hole pad on switch 9598.

4. **Transformation Services Provided by LCRA TSC:** No

5. **Metering Services Provided by LCRA TSC:** Yes

6. **Delivery Voltage:** 138 kV

7. **Metered Voltage and Location:** The metering voltage is 24.9 kV. The metering current transformers are located inside PWT-2, T-2 and in the PWT-1, T-1; 24.9 kV transformer bus. The bus potential transformers are located on both 24.9 kV operating buses.

8. **One Line Diagram Attached:** Yes

9. **Description of Facilities Owned by Each Party:**

   GVEC owns:

   The Geronimo Substation, including but not limited to, the following items:

   - 138 kV operating bus including structures, insulators, foundations and jumpers up to the Points of Interconnection with LCRA TSC in 138 kV bays #3 and #4
   - 138 kV bays #1, #2, #3 (up to switch 9594) and #6 (up to Point of Interconnection at switch 13459) including structures, foundations, insulators, buswork and jumpers
   - Six (6) 138 kV switches 9578, 9579, 9584, 9594, 9598 and 13459
   - Two (2) power transformers PWT-1, T-1 and PWT-2, T-2 and associated surge arresters
   - Two (2) circuit switchers CS-9585 and CS-9595 with associated bypass switches 9587 and 9597
   - All distribution circuits including dead end insulators that attach to the dead end structure, conductors, and hardware

- All distribution and total bays including A-frames, trusses, insulators, disconnect switches, bus tie switches, surge arresters, 24.9 kV operating and transfer bus and associated cabling
- All distribution circuit breakers including jumpers, protective relay packages and foundations
- Three (3) single phase regulators REG-1 with associated disconnect and bypass switches
- Three (3) 24.9 kV transformer bus disconnect switches GO-4, GO-5 and GO-8
- Two (2) modulation transformers MTU-1 and MTU-2 with associated fuses
- One (1) load management system LM-1
- Control house (21' X 24') and battery
- Three (3) station service SS-1, SS-2 and SS-3

LCRA TSC own:

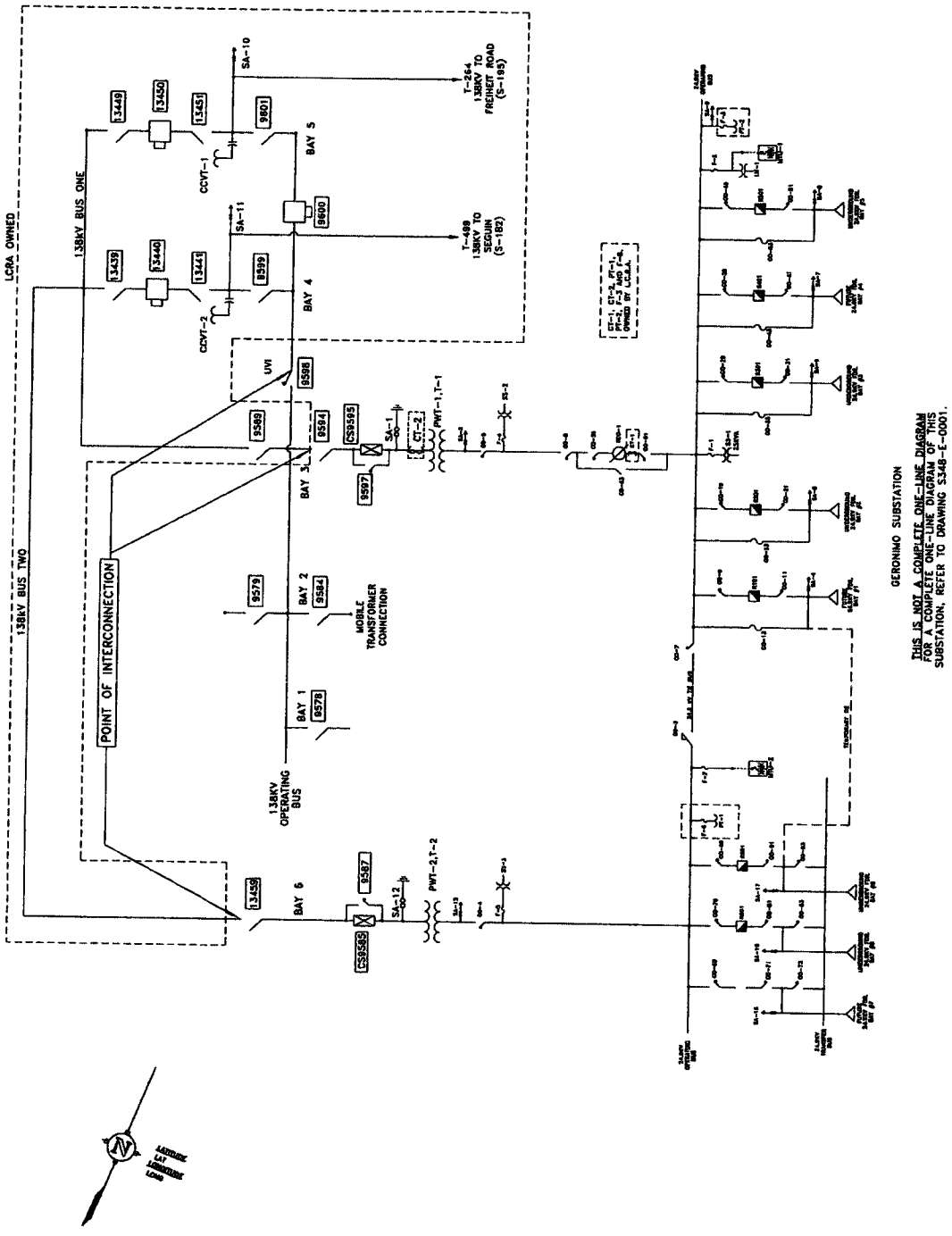
- 138 kV dead-end structures, foundations, insulators and jumpers
- 138 kV bus work in bays #3 and #4 including structures, insulators, foundations and jumpers up to Point of Interconnection at switch 9598
- 138 kV bus one including structures, insulators, foundations and jumpers
- 138 kV bus two including structures, insulators, foundations and jumpers
- Three (3) 138 kV circuit breakers 13440, 13450 and 9600 including jumpers and protective relay packages
- Seven (7) 138 kV switches 9589, 9599, 9601, 13439, 13441, 13449 and 13451
- Two (2) CCVTs CCVT-1 and CCVT-2
- Two (2) surge arresters SA-10 and SA-11
- One (1) metering current transformers CT-1
- One (1) current transformer CT-2
- Two (2) bus potential transformers PT-1 and PT-2 and associated fuses
- Underfrequency relay panel
- Control house (24' X 42') and battery

10. **Operational Responsibilities of Each Party:** Each Party is responsible for the operation of the equipment it owns.

11. **Maintenance Responsibilities of Each Party:** Each Party will be fully responsible for the maintenance of the equipment it owns.

12. **Other Terms and Conditions:** GVEC and LCRA TSC are to share access to the substation by LCRA TSC locks in the gate and in the control house doors.

# GERONIMO ONE-LINE DIAGRAM



## FACILITY SCHEDULE NO. 3

1. **Name:** Gonzales Substation

2. **Facility Location:** The Gonzales Substation is located at 603 Oakland Ave., Gonzales, and Gonzales County, Texas 78629.

3. **Points of Interconnection:** There are two (2) Points of Interconnection in the Gonzales Substation generally described as:

   - where the jumper from switch 5969 bolts to the four hole pad on the 138 kV transformer operating bus #3.
   - where the jumper from switch 5973 bolts to the four hole pad on the 138 kV transformer operating bus #3.

4. **Transformation Services Provided by LCRA TSC:** No

5. **Metering Services Provided by LCRA TSC:** No

6. **Delivery Voltage:** 138 kV

7. **Metered Voltage and Location:** N/A

8. **One Line Diagram Attached:** Yes

9. **Description of Facilities Owned by Each Party:**

GVEC owns:

- One (1) 138 kV circuit breaker 5970G including foundation, jumpers and protective relay package
- Three (3) 138 kV switches 5969, 5971 and 5973
- One (1) auto transformer AUT-1, T-3 including foundation and associated surge arresters
- Transformer bus support structure with foundation, insulators and jumpers
- All 69 kV circuit breakers including jumpers, protective relay packages and foundations
- All 69kV bays including A-frames, foundations, trusses, insulators, disconnect switches, switch stands, surge arresters, 69kV operating and transfer bus, bus support structures, bus potential transformer and associated cabling
- Station service SS-3 and associated fuse

LCRA TSC owns:

The Gonzales Substation including, but not limited to, the following items:

- 138 kV ring bus including structures, insulators, foundations and jumpers
- Two (2) 138 kV circuit breakers 12390 and 12410 including jumpers and protective relay packages

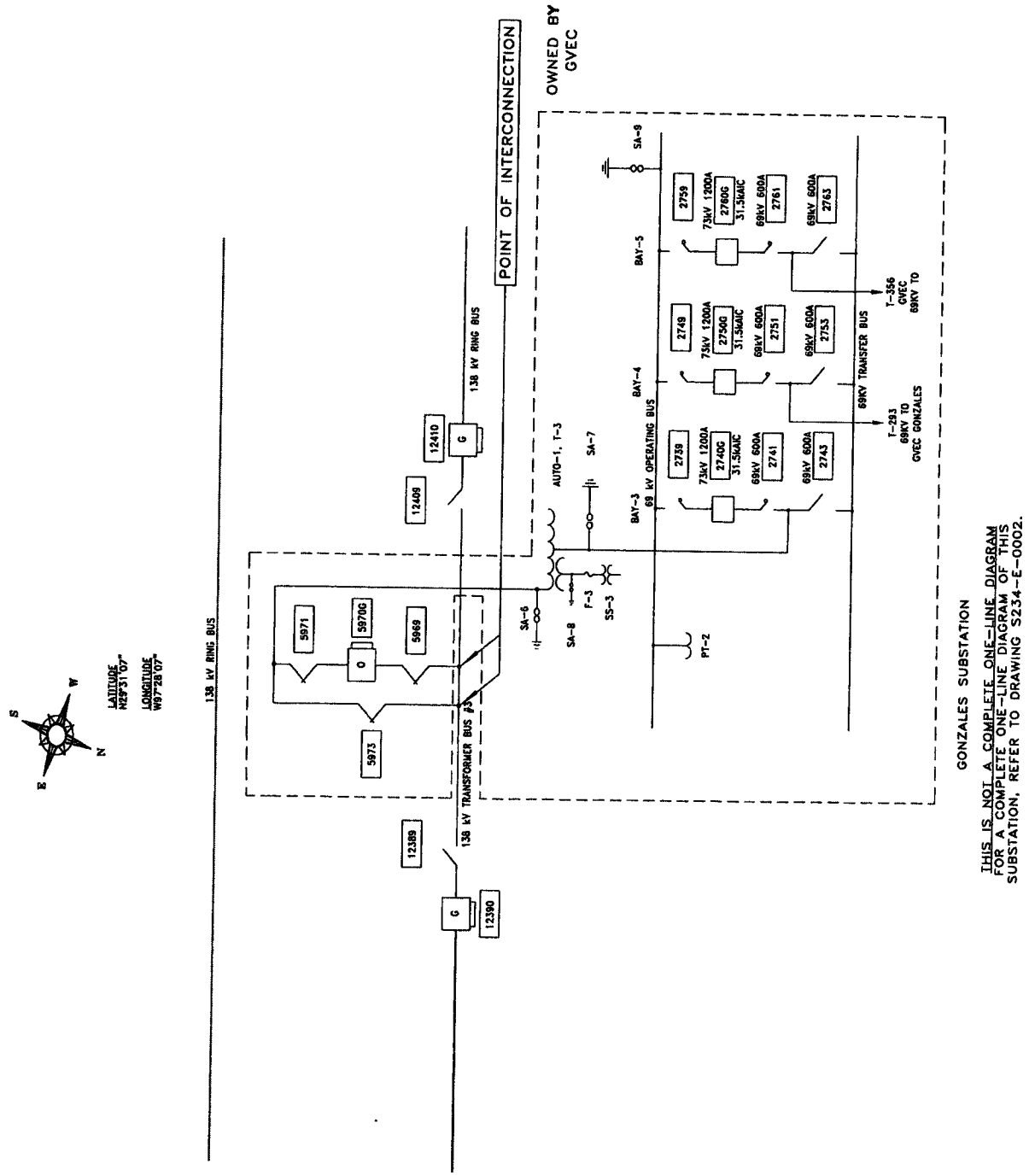
- Two (2) 138 kV switches 12389 and 12409
- Control house and battery

10. **Operational Responsibilities of Each Party:** Each Party is responsible for the operation of the equipment it owns.

11. **Maintenance Responsibilities of Each Party:** Each Party will be fully responsible for the maintenance of the equipment it owns.

12. **Other Terms and Conditions:** GVEC and LCRA TSC are to share access to the substation by LCRA TSC locks in the gate and in the control house doors.

# GONZALES ONE-LINE DIAGRAM



## FACILITY SCHEDULE NO. 4

1. **Name:** Hallettsville Substation

2. **Facility Location:** The Hallettsville Substation is located at 2537 W US Hwy 90A, Hallettsville, Lavaca County, Texas 77964.

3. **Points of Interconnection:** There are two (2) Points of Interconnection in the Hallettsville Substation generally described as:

   - where the jumper from the 138 kV operating bus bolts to the 4 hole pad on circuit switcher CS2535.
   - where the jumper from the 138 kV transfer bus bolts to the 4 hole pad on switch 2533.

4. **Transformation Services Provided by LCRA TSC:** No

5. **Metering Services Provided by LCRA TSC:** No

6. **Delivery Voltage:** 138 kV

7. **Metered Voltage and Location:** N/A.

8. **One Line Diagram Attached:** Yes

9. **Description of Facilities Owned by Each Party:**

   GVEC owns:
   - One (1) circuit switcher CS-2535 and associated disconnect switch 2533
   - One (1) auto transformer AUT-1, T-1 with associated surge arresters
   - 69 kV dead-end structures, foundations, insulators and jumpers
   - 69 kV operating and transfer bus including structures, insulators, foundations and jumpers
   - One (1) 69 kV circuit breaker 480 including jumpers and protective relay package
   - Six (6) 69 kV disconnect switches 479, 481, 483, 1049, 1051 and 1053
   - One (1) bus potential transformer PT-2
   - One (1) current transformer CT-3
   - Underfrequency relay equipment
   - One (1) surge arrester SA-6
   - One (1) station service SS-1 and associated fuse F-1

   LCRA TSC owns:
   - 138 kV operating and transfer bus including structures, insulators, foundations and jumpers
   - One (1) 138 kV bus potential transformer PT-1

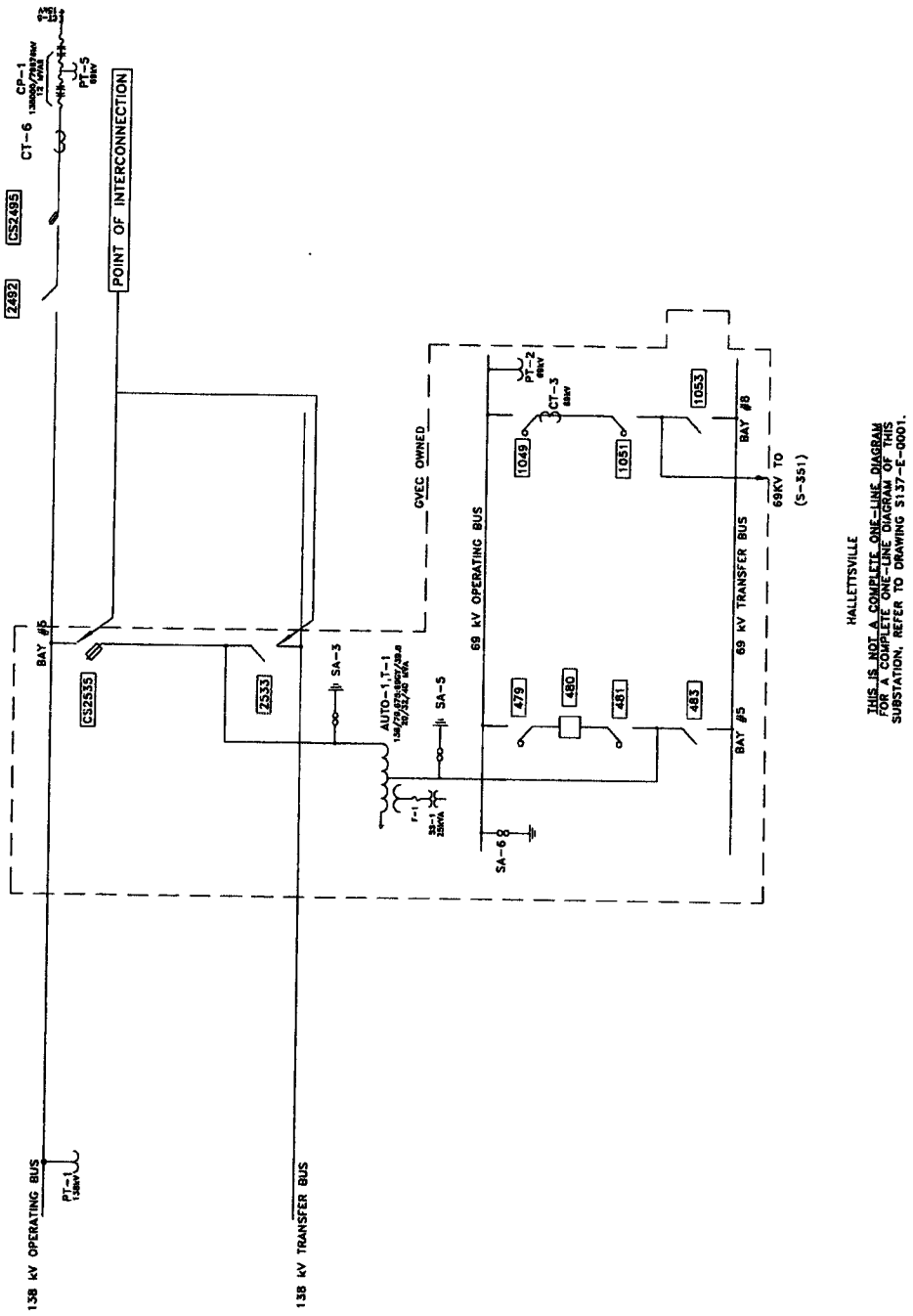
- One (1) circuit switcher CS-2495 and associated disconnect switch 2492
- One (1) capacitor bank CP-1
- One (1) current transformers CT-6
- One (1) single phase current transformers CT-5
- One (1) capacitor bank potential transformer PT-5
- One (1) station service SS-2 and associated fuse F-2 (not shown on attached one-line diagram)
- Control house and battery bank

10. **Operational Responsibilities of Each Party:** Each Party is responsible for the operation of the equipment it owns.

11. **Maintenance Responsibilities of Each Party:** Each Party will be fully responsible for the maintenance of the equipment it owns.

12. **Other Terms and Conditions:** GVEC and LCRA TSC are to share access to the substation by LCRA TSC locks in the gate and in the control house doors.

# HALLETTSVILLE ONE-LINE DIAGRAM



## FACILITY SCHEDULE NO. 5

1. **Name:** FM 237 Yorktown Substation

2. **Facility Location:** The FM 237 Yorktown Substation is located at 810 FM 237, De Witt County, Texas 78164.

3. **Points of Interconnection:** There are is (1) Point of Interconnection in the FM 237 Yorktown Substation generally described as:

   - where the 69 kV operating bus connector bolts to the four hole pad on switch 22994

4. **Transformation Services Provided by LCRA TSC:** No

5. **Metering Services Provided by LCRA TSC:** Yes

6. **Delivery Voltage:** 69 kV

7. **Metered Voltage and Location:** The metering voltage is 12.5 kV. The metering current transformer is located inside T-1. The bus potential transformer is located on the 12.5 kV operating bus.

8. **One Line Diagram Attached:** Yes

9. **Description of Facilities Owned by Each Party:**
   GVEC owns:
   The York Creek Substation including, but not limited to, the following items:
   - One (1) circuit switcher CS-22995 with associated disconnect switch 22994
   - One (1) 138 kV mobile disconnect switch 23004 (operated at 69 kV)
   - One (1) power transformer T-1 with associated surge arresters
   - One (1) 12.5 kV transformer bus disconnect switch YK30
   - All distribution circuits including dead end insulators that attach to the dead end structure, conductors, and hardware
   - All distribution circuit breakers including jumpers, protective relay packages and foundations.
   - All distribution and total bays including A-frames, trusses, insulators, disconnect switches, surge arresters, 12.5 kV operating and transfer bus, bus potential transformer and associated cabling
   - One (1) MTU, MTU1 with associated fused disconnects F2 and F4
   - Station service, SS-1 and fuse F-1
   - Control house (24' x 36')
   - Batteries and battery charger

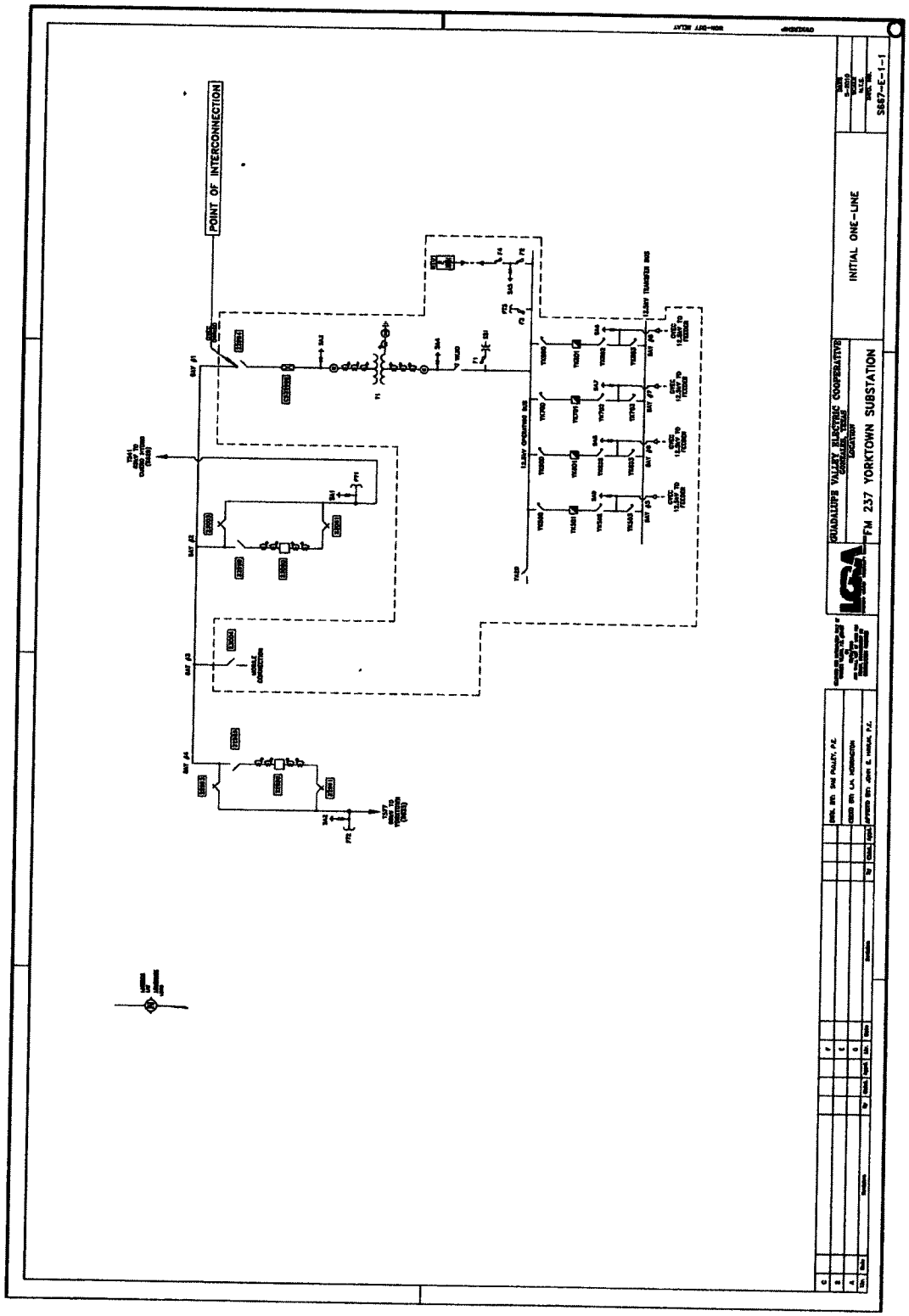
LCRA TSC owns:
All 138 kV equipment is being operated at 69 kV

- Two (2) 138 kV dead-end structures, foundations, insulators and jumpers
- Two (2) bus potential transformers PT-1 and PT-2
- Two 69 kV surge arresters SA-1 and SA-2
- 138 kV bus including support structures, foundations and jumpers
- Two (2) 138 kV circuit breakers 22990 and 23000 including jumpers, protective relay packages and foundations
- Six (6) 138 kV disconnect switches 22989, 22991, 22993, 22999, 23001 and 23003.

10. **Operational Responsibilities of Each Party:** Each Party is responsible for the operation of the equipment it owns.

11. **Maintenance Responsibilities of Each Party:** Each Party will be fully responsible for the maintenance of the equipment it owns.

12. **Other Terms and Conditions:** GVEC and LCRA TSC are to share access to the substation by LCRA TSC locks in the gate and in the control house doors.


POINT OF INTERCONNECTION
INITIAL ONE-LINE
FM 237 YORKTOWN SUBSTATION
GUADALUPE VALLEY ELECTRIC COOPERATIVE
S667-E-1-1

## FACILITY SCHEDULE NO. 6

1. **Name:** Marion Substation

2. **Facility Location:** The Marion Substation is located at 1885 Creek Rd., Marion, Guadalupe County, Texas 78124.

3. **Points of Interconnection:** There are two (2) Points of Interconnection in the Marion Substation generally described as:

   - where the 138 kV operating bus #1 extension bolts to the four hole pad on switch 5599.*
   - where the 138 kV operating bus #2 extension bolts to the four hole pad on switch 5619.*

   * These are the same two Points of Interconnection described in the Interconnection Agreement between LCRA TSC and New Braunfels Utility (NBU) at Marion Substation. 138 kV operating bus #1 and 138 kV operating bus #2 are jointly owned between GVEC (60%) and NBU (40%) according to the Marion Project Agreement, executed between LCRA TSC, GVEC and NBU on May 12, 1978.

4. **Transformation Services Provided by LCRA TSC:** No

5. **Metering Services Provided by LCRA TSC:** No

6. **Delivery Voltage:** 138 kV

7. **Metered Voltage and Location:** N/A

8. **One Line Diagram Attached:** Yes

9. **Description of Facilities Owned by Each Party:**

   GVEC owns:

   - Four (4) acre tract of land described in the Marion Project Agreement
   - Two (2) 138 kV dead-end structures, foundations, insulators and jumpers (1 is an unused spare)
   - 138 kV bus #1 including structures, insulators, foundations and jumpers (60% share of ownership with NBU)
   - 138 kV bus #2 including structures, insulators, foundations and jumpers (60% share of ownership with NBU)
   - 138 kV bus extensions for 138 kV bus #1 and bus #2 including structures, foundations and insulators (60% share of ownership with NBU)
   - Three (3) 138 kV circuit breakers 5630, 5640 (spare) and 5650 including foundations, jumpers and protective relay packages

- Six (6) 138 kV switches 5629, 5631, 5639, 5649, 5659 and 5669 including foundations, structures and jumpers
- One (1) surge arrester SA-19
- One (1) CCVT, CCVT-11
- Two (2) bus potential transformers PT-9 and PT-10 (60% share of ownership with NBU)
- Building (60% share of ownership with NBU)

LCRA TSC owns:

The Marion Substation including, but not limited to, the following items:

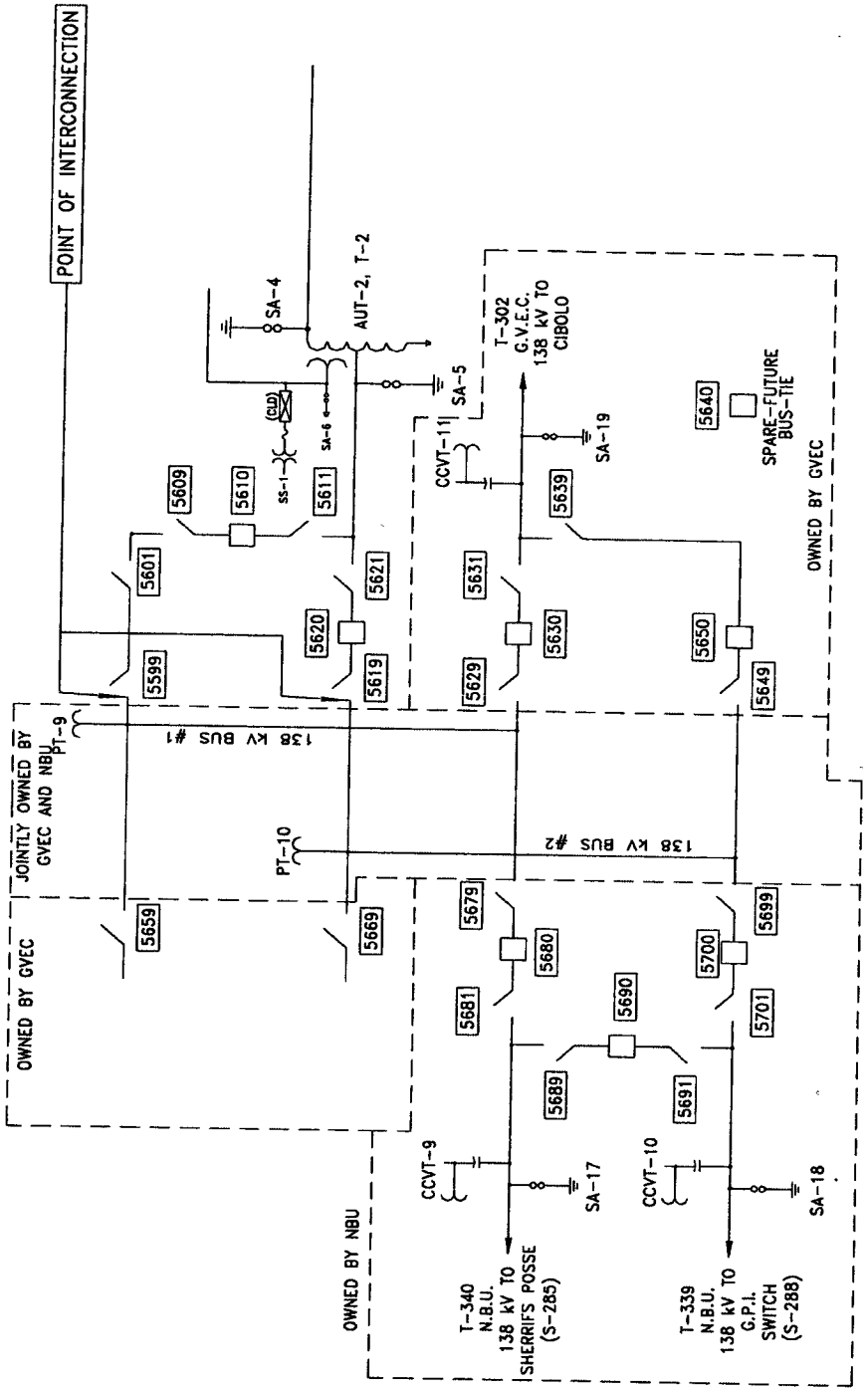
- Thirty (30) acre tract of land described in the Marion Project Agreement
- One (1) auto transformer AUT-2, T-2 with associated surge arresters
- Two (2) 138 kV circuit breakers 5610 and 5620 including foundations, jumpers and protective relay packages
- Six (6) 138 kV switches 5599, 5601, 5609, 5611, 5619 and 5621
- Station service SS-1
- Battery bank and charger

10. **Operational Responsibilities of Each Party:** Each Party is responsible for the operation of the equipment it owns.

11. **Maintenance Responsibilities of Each Party:** Each Party will be fully responsible for the maintenance of the equipment it owns.

12. **Other Terms and Conditions:** GVEC and LCRA TSC are to share access to the substation by LCRA TSC locks in the gate and in the control house doors.

# MARION ONE-LINE DIAGRAM




MARION SUBSTATION

THIS IS NOT A COMPLETE ONE-LINE DIAGRAM
FOR A COMPLETE ONE-LINE DIAGRAM OF THIS
SUBSTATION, REFER TO DRAWING S223-E-0002.

## FACILITY SCHEDULE NO. 7

1. **Name:** LCRA Nixon Substation

2. **Facility Location:** The LCRA Nixon Substation is located at 2654 FM 2922, Nixon, Gonzales County, Texas 78140.

3. **Points of Interconnection:** There are three (3) Points of Interconnection in the LCRA Nixon Substation generally described as:

   - where the jumpers from switches 9031, 9033 and 9038 connect to the LCRA-Nixon to Cost transmission line at the dead end insulator in bay #5.
   - where the jumper from switch 9038 connects to the LCRA-Nixon to GVEC-Nixon transmission line at the dead end insulator in bay #5.
   - where the jumpers from switches 9021 and 9023 connect to the LCRA-Nixon to GVEC Nixon transmission line at the dead end insulator in bay #4.

4. **Transformation Services Provided by LCRA TSC:** No

5. **Metering Services Provided by LCRA TSC:** No

6. **Delivery Voltage:** 69 kV

7. **Metered Voltage and Location:** N/A

8. **One Line Diagram Attached:** Yes

9. **Description of Facilities Owned by Each Party:**

   GVEC owns:
   - The following transmission lines comprised of conductors, insulators, and connecting hardware:
     - LCRA-Nixon to Cost 69 kV transmission line
     - LCRA-Nixon to GVEC Nixon 69 kV transmission line

   LCRA TSC owns:

   The LCRA Nixon Substation including, but not limited to, the following items:
   - 69 kV dead-end structures, foundations, insulators and jumpers
   - 69 kV operating bus #1 and #2 including structures, insulators, foundations and jumpers
   - Line protection equipment for the GVEC owned LCRA Nixon to Cost transmission line
   - Line protection equipment for the GVEC owned LCRA Nixon to GVEC Nixon transmission line
   - Three (3) 69 kV circuit breakers 9020, 9030 and 9040 including foundations,

jumpers and protective relay packages

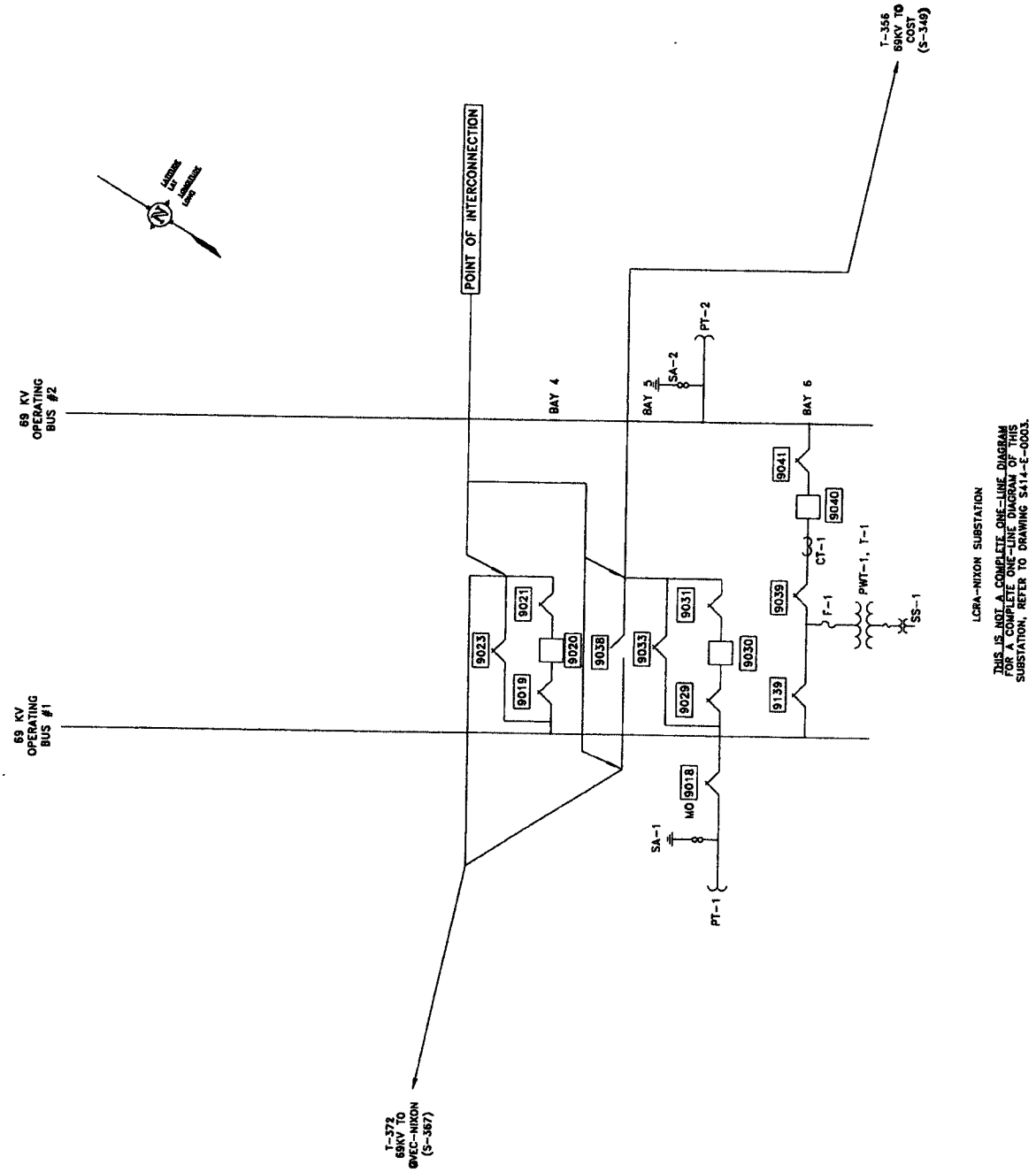
- One (1) 69 kV motor operated switch MO-9018
- Ten (10) 69 kV switches 9019, 9021, 9023, 9029, 9031, 9033, 9038, 9039, 9041 and 9139
- Two (2) surge arresters SA-1 and SA-2
- One (1) power fuse F-1
- One (1) power transformer PWT-1, T-1
- Two (2) bus potential transformers PT-1 and PT-2
- One (1) current transformer CT-1
- Control house and battery bank
- Station service SS-1

10. **Operational Responsibilities of Each Party:** Each Party is responsible for the operation of the equipment it owns.

11. **Maintenance Responsibilities of Each Party:** Each Party will be fully responsible for the maintenance of the equipment it owns.

12. **Other Terms and Conditions:** GVEC and LCRA TSC are to share access to the substation by LCRA TSC locks in the gate and in the control house doors.

# LCRA NIXON ONE-LINE DIAGRAM



## FACILITY SCHEDULE NO. 8

1. **Name:** Parkway Substation

2. **Facility Location:** The Parkway Substation is located at 4519 King, Schertz, Guadalupe County, Texas 78154.

3. **Points of Interconnection:** There are six (6) Points of Interconnection in the Parkway Substation generally described as:

   - where the jumper from the 138 kV operating bus bolts to the four hole pad on switch 9079.
   - where the jumper from the 138 kV transfer bus bolts to the four hole pad on switch 9083.
   - where the jumper from the 138 kV operating bus bolts to the four hole pad on switch 9094.
   - where the jumper from the 138 kV transfer bus bolts to the end fitting on fuse F-8.
   - where the jumper from the 138 kV operating bus bolts to the four hole pad on switch 9084.
   - where the jumper from the 138 kV transfer bus bolts to the end fitting on fuse F-7.

4. **Transformation Services Provided by LCRA TSC:** No

5. **Metering Services Provided by LCRA TSC:** Yes

6. **Delivery Voltage:** 138 kV

7. **Metered Voltage and Location:** The metering voltage is 12.5 kV. The metering current transformers are located in the total bay for PWT-1, T-1 and inside PWT-2, T-2. The bus potential transformers are located on both 12.5 kV operating buses.

8. **One Line Diagram Attached:** Yes

9. **Description of Facilities Owned by Each Party:**

   GVEC owns:

   The Parkway Substation including, but not limited to, the following items:

   - Seven (7) 138 kV standard duty A-frames including foundations, insulators and jumpers in transformer bays PWT-1, T-1 and PWT-2, T-2
   - One (1) 138 kV heavy duty A-frame including foundation, insulators and jumpers in 138 kV bay #2
   - Four (4) 36' upper truss for standard duty A-frame in transformer bays PWT-1, T-1 and PWT-2, T-2
   - One (1) 36' upper truss for heavy duty A-frame in 138 kV bay #2
   - Six (6) vertical tie down foundations in transformer bays PWT-1, T-1 and PWT-2,

T-2

- Three (3) 138 kV switch stands including foundations in 138 kV bay #2
- Six (6) 138 kV switch stands including foundations in transformer bays PWT-1, T-1 and PWT-2, T-2
- One (1) 12' small equipment foundation
- One (1) 138 kV circuit breaker 9080 including foundation, jumpers and protective relay package
- Two (2) circuit switchers CS-9085 and CS-9095 with associated bypass switches 9087 and 9097, stands and foundations
- Two (2) power transformers PWT-1, T-1 and PWT-2, T-2 and associated surge arresters, moats and foundations
- One (1) single phase current transformer CT-2
- Two (2) 138 kV fuses F-7 and F-8 including foundations and stands
- One (1) wave trap and tuner WT-2
- One (1) CCVT CCVT-1
- One (1) 138 kV surge arrester SA-15
- Nine (9) 138 kV switches 9079, 9081, 9083, 9084, 9088, 9093, 9094, 9098 and 9103
- All distribution circuits including dead end insulators that attach to the dead end structure, conductors, and hardware
- All distribution circuit breakers including jumpers, protective relay packages and foundations
- All distribution and total bays including A-frames, trusses, insulators, disconnect switches, bus tie switches, surge arresters, 12.5 kV operating and transfer bus and associated cabling
- Underfrequency relay equipment
- Two (2) modulation transformers MTU-1 and MTU-2 and associated fuses
- Two (2) station service SS-1 and SS-2 and associated fuses

LCRA TSC owns:

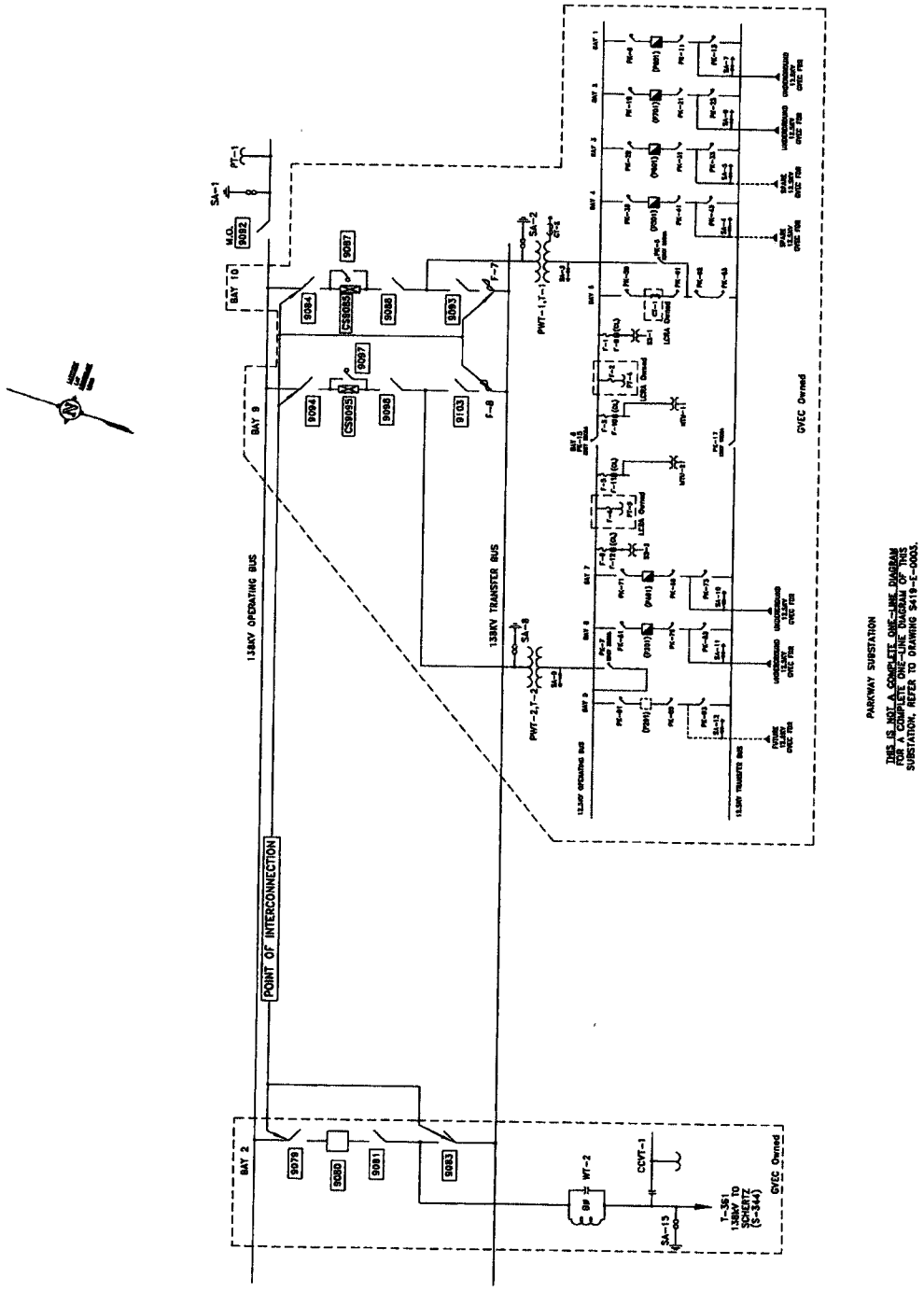
- 138 kV operating and transfer bus including structures, insulators, foundations and jumpers
- All standard duty and heavy duty structures, trusses, stands, foundations and pads not listed as being owned by GVEC
- One (1) 138 kV motor operated switch MO-9092
- One (1) surge arrester SA-1
- One (1) 138 kV bus potential transformer PT-1
- Two (2) 15 kV bus potential transformers PT-4 and PT-5 with associated fuses
- Metering current transformer CT-1
- Control house and battery bank

**10. Operational Responsibilities of Each Party:** Each Party is responsible for the operation of the equipment it owns.

11. **Maintenance Responsibilities of Each Party:** Each Party will be fully responsible for the maintenance of the equipment it owns.

12. **Other Terms and Conditions:** GVEC and LCRA TSC are to share access to the substation by LCRA TSC locks in the gate and in the control house doors.

# PARKWAY ONE-LINE DIAGRAM



## FACILITY SCHEDULE NO. 9

1. **Name:** Schumansville Substation

2. **Facility Location:** The Schumansville Substation is located at 500 W. Zipp Rd., New Braunfels, Guadalupe County, Texas 78130.

3. **Points of Interconnection:** Where the tubular jumper from switch 8699 connects to the 138 kV operating bus.

4. **Transformation Services Provided by LCRA TSC:** No

5. **Metering Services Provided by LCRA TSC:** Yes

6. **Delivery Voltage:** 138 kV

7. **Metered Voltage and Location:** The metering voltage is 24.9 kV. The metering current transformers are located in each 24.9 kV distribution bay; in the PWT-1, T-1 transformer bus and internal to PWT-2, T-2. The bus potential transformer is located on the 24.9 kV operating bus

8. **One Line Diagram Attached:** Yes

9. **Description of Facilities Owned by Each Party:**

GVEC owns:

The Schumansville Substation including, but not limited to, the following items:

- 138 kV operating bus including structures, insulators, foundations and jumpers
- 138 kV dead-end structures (138 kV bay #1), foundations, insulators and jumpers
- One (1) 138 kV circuit breaker 8710 including foundation, jumpers and protective relay package
- One (1) CCVT CCVT-2
- One (1) surge arrester SA-9
- One (1) wave trap and tuner WT-2
- Seven (7) 138 kV switches 6482, 8704, 8708, 8709, 8711, 8713 and 8714
- Two (2) circuit switchers CS-8705 and CS-8715 with associated bypass switches 8707 and 8717
- Two (2) power transformers PWT-1, T-1 and PWT-2, T-2 with associated surge arresters
- Two (2) current transformers CT-2 and CT-3
- Three (3) single phase regulators REG-1 and associated bypass and disconnect switches.
- All distribution circuits including dead end insulators that attach to the dead end structure, conductors, and hardware
- All distribution circuit breakers including jumpers, protective relay packages and

foundations

- All distribution and total bays including A-frames, trusses, insulators, disconnect switches, bus tie switches, surge arresters, 24.9 kV operating and transfer bus
- Two (2) modulation transformers MTU-1 and MTU-2 and associated surge arresters and fuses
- One (1) mobile disconnect switch SC-17
- One (1) PWT-2, T-2 transformer bus disconnect switch SC-12
- Two (2) station service SS-1 and SS-2 and associated fuses
- Control house and battery

LCRA TSC owns:

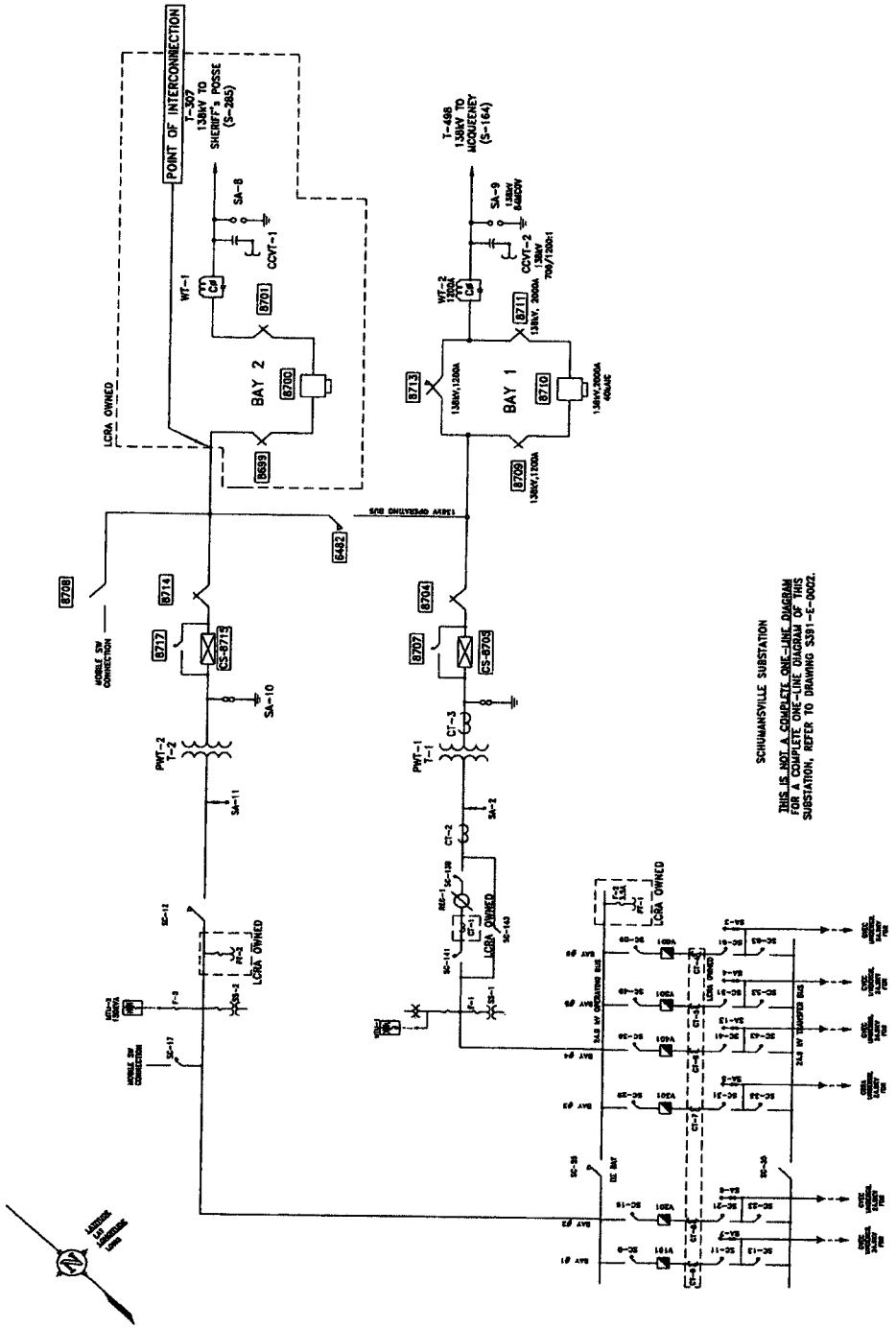
- 138 kV dead-end structure (138 kV bay #2), foundations, insulators and jumpers
- One (1) 138 kV circuit breaker 8700 including foundation, jumpers and protective relay package
- Two (2) 138 kV switches 8699 and 8701
- One (1) CCVT CCVT-1
- One (1) surge arrester SA-8
- One (1) wave trap and tuner WT-1
- Two (2) 24.9 kV bus potential transformers PT-1 and PT-2 with associated fuses
- Seven (7) metering current transformers CT-1, CT-4, CT-5, CT-6, CT-7, CT-8 and CT-9

10. **Operational Responsibilities of Each Party:** Each Party is responsible for the operation of the equipment it owns.

11. **Maintenance Responsibilities of Each Party:** Each Party will be fully responsible for the maintenance of the equipment it owns.

12. **Other Terms and Conditions:** GVEC and LCRA TSC are to share access to the substation by LCRA TSC locks in the gate and in the control house doors.

# SCHUMANSVILLE ONE-LINE DIAGRAM



## FACILITY SCHEDULE NO. 10

1. **Name:** Seguin Substation

2. **Facility Location:** The Seguin Substation is located at 806 E. Martindale Dr., Seguin, Guadalupe County, Texas 78155.

3. **Points of Interconnection:** There are six (6) Points of Interconnection in the Seguin Substation generally described as:

   - where the jumper from the 138 kV operating bus bolts to the 4 hole pad on switch 3659.
   - where the jumper from the 138 kV transfer bus bolts to the 4 hole pad on switch 3663.
   - where the jumper from the 138 kV operating bus bolts to the 4 hole pad on switch 3589.
   - where the jumper from the 138 kV transfer bus bolts to the 4 hole pad on switch 3593.
   - where the jumper from the 138 kV operating bus bolts to the 4 hole pad on switch 19399.
   - where the jumper from the 138 kV transfer bus bolts to the 4 hole pad on switch 19403.

4. **Transformation Services Provided by LCRA TSC:** No

5. **Metering Services Provided by LCRA TSC:** N/A

6. **Delivery Voltage:** 138 kV

7. **Metered Voltage and Location:** N/A

8. **One Line Diagram Attached:** Yes

9. **Description of Facilities Owned by Each Party:**
   GVEC owns:
   - Three (3) 138 kV dead-end structures (bays #5, #6 and #12), foundations, insulators and jumpers
   - Three (3) 138 kV circuit breakers 3590, 3660 and 19400 including foundations, jumpers and protective relay packages
   - Nine (9) 138 kV switches 3589, 3591, 3593, 3659, 3661, 3663, 19399, 19401 and 19403 including foundations and jumpers
   - One (1) 138 kV surge arrester SA-15
   - One (1) coupling capacitor CC-2
   - One (1) wave trap and tuner WT-2
   - One (1) auto transformer AUTO-2 with support structure, foundations, and

associated surge arresters

- Four (4) 69 kV dead-end structures, foundations, insulators and jumpers
- Two (2) 69 kV bus suspension structures
- 69 kV operating and transfer bus including structures, insulators, foundations and jumpers
- Three (3) 69 kV circuit breakers 360, 390 and 470 including jumpers and protective relay packages
- Three (3) 69 kV circuit breaker structures
- Ten (10) 69 kV switches 359, 361, 363, 389, 391, 393, 469, 471, 473 and 476 including foundations and jumpers
- One (1) 69 kV surge arrester SA-16
- One (1) current transformer CT-1
- One (1) 69 kV bus potential transformer PT-2 including bus tower and foundation
- One (1) station service SS-2 and associated fuse

LCRA TSC owns:

The Seguin Substation including, but not limited to, the following items:

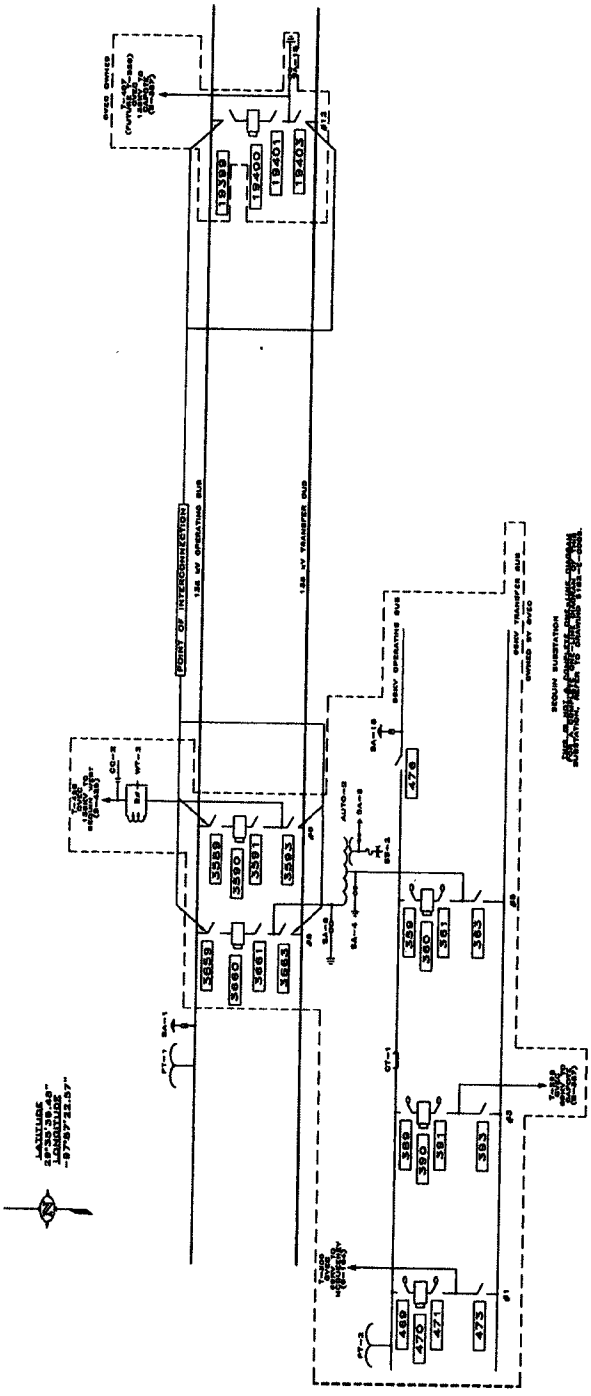
- 138 kV operating and transfer bus including structures, insulators, foundations and jumpers
- One (1) 138 kV bus potential transformer PT-1
- One (1) surge arrester SA-1
- Station service equipment (all except SS-2) (not shown on one-line diagram)
- Control house with battery

10. **Operational Responsibilities of Each Party:** Each Party is responsible for the operation of the equipment it owns.

11. **Maintenance Responsibilities of Each Party:** Each Party will be fully responsible for the maintenance of the equipment it owns.

12. **Other Terms and Conditions:** GVEC and LCRA TSC are to share access to the substation by LCRA TSC locks in the gate and in the control house doors.

# SEGUIN ONE-LINE DIAGRAM



## FACILITY SCHEDULE NO. 11

1. **Name:** Seguin West Substation

2. **Facility Location:** The Seguin West Substation is located at 1405 New Braunfels St., Seguin, Guadalupe County, Texas 78155.

3. **Points of Interconnection:** There are six (6) Points of Interconnection in the Seguin West Substation generally described as:

   - where the jumper from the 138 kV operating bus bolts to the four hole pad on switch 9749.
   - where the jumper from the 138 kV transfer bus bolts to the four hole pad on switch 9753.
   - where the jumper from the 138 kV operating bus bolts to the four hole pad on. motor operated switch 9759.
   - where the jumper from the 138 kV transfer bus bolts to the four hole pad on switch 9763.
   - where the jumper from the 138 kV operating bus bolts to the four hole pad on switch 9769.
   - where the jumper from the 138 kV transfer bus bolts to the four hole pad on switch 9773.

4. **Transformation Services Provided by LCRA TSC:** No

5. **Metering Services Provided by LCRA TSC:** Yes

6. **Delivery Voltage:** 138 kV

7. **Metered Voltage and Location:** The metering voltage is 24.9 kV. The metering current transformer is located inside PWT-2, T-2. The bus potential transformer is located on the 24.9 kV operating bus.

8. **One Line Diagram Attached:** Yes

9. **Description of Facilities Owned by Each Party:**
   GVEC owns:
   - Three (3) 138 kV dead end structures (bays #2, #3 and #4), foundations, insulators and jumpers
   - Two (2) CCVT's CCVT-1 and CCVT-2
   - Two (2) wave traps and tuners WT-1 and WT-2
   - Two (2) 138 kV circuit breakers 9760 and 9770 including foundations, jumpers and protective relay packages
   - One (1) circuit switcher CS-9755 including foundation, stand and jumpers
   - Nine (9) 138 kV switches 9744, 9749, 9751, 9753, 9761, 9763, 9769, 9771 and

9773 including foundations, stands and jumpers

- One (1) 138 kV motor operated switch 9759 including interrupter, foundation, stand and jumpers
- One (1) power transformer PWT-2, T-2 including foundation/moat and associated surge arresters
- Two (2) distribution circuits including dead end insulators that attach to the dead end structure, conductors, and hardware
- Two (2) distribution circuit breakers Z301 and Z401 including jumpers and protective relay packages
- Five (5) distribution and total bays including A-frames, trusses, insulators, disconnect switches, surge arresters and 24.9 kV operating and transfer bus
- One (1) load management system LM-1
- One (1) station service SS-2 and associated fuse (not shown on attached one-line drawing)

LCRA TSC owns:

The Seguin West Substation including, but not limited to, the following items:

- 138 kV operating and transfer bus including structures, insulators, foundations and jumpers
- One (1) 138 kV motor operated switch 9758 including foundation, stand and jumpers
- One (1) 138kV surge arrester SA-1
- One (1) 138 kV bus potential transformer PT-1 and associated fuse
- One (1) 24.9 kV bus potential transformer PT-3 and associated fuse
- Underfrequency relay panel
- Control house and battery
- One (1) station service SS-1 and associated fuse

**10.** Operational Responsibilities of Each Party: Each Party is responsible for the operation of the equipment it owns.

**11.** **Maintenance Responsibilities of Each Party:** Each Party will be fully responsible for the maintenance of the equipment it owns.

**12.** **Other Terms and Conditions:** GVEC and LCRA TSC are to share access to the substation by LCRA TSC locks in the gate and in the control house doors.

# SEGUIN WEST ONE-LINE DIAGRAM