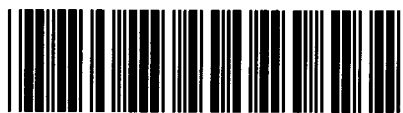




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First Amendment to

INTERCONNECTION AGREEMENT

Between

Rio Grande Electric Cooperative

and

LCRA Transmission Services Corporation

June 22, 2011

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**FIRST AMENDMENT TO
INTERCONNECTION AGREEMENT**

This First Amendment ("Amendment") is made and entered into this 22 day of June, 2011, between Rio Grande Electric Cooperative ("RGEC") and LCRA Transmission Service Corporation ("LCRA TSC"), collectively referred to hereinafter as the Parties.

WHEREAS, the LCRA TSC and RGEC entered into that certain Interconnection Agreement executed October 5, 2006, (the "Agreement"); and

WHEREAS, the LCRA TSC transitioned the transmission operations of its transmission facilities serving the RGEC Rosita Creek substation from AEP to the LCRA TSC System Operations Control Center; and

WHEREAS, AEP gave notice to LCRA TSC that it will no longer be designated as the transmission operator for any facilities at the Rosita Creek substation; and

WHEREAS, RGEC and LCRA TSC agree to coordinate on facility operations at the Rosita Creek substation.

NOW, THEREFORE, in consideration of the mutual promises and undertakings herein set forth, the Parties agree to amend the Agreement as follows:

1. The LCRA TSC Transmission Operations Handbook, edition dated February 9, 2011 ("Handbook") which is provided to RGEC contemporaneously with the execution of this Agreement, the receipt of which is hereby acknowledged by RGEC and which is incorporated herein for all purposes as part of this First Amendment is hereby added to the Agreement.
2. Facility Schedule No. 1 (including the diagrams attached thereto) is deleted in its entirety and Facility Schedule No. 1 attached to this First Amendment is hereby added to the Agreement in lieu thereof.
3. Facility Schedule No. 1 (including the diagrams attached thereto) attached to this First Amendment will become effective upon execution of this First Amendment by the Parties.

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

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IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed in several counterparts, each of which shall be deemed an original but all shall constitute one and the same instrument.

RIO GRANDE ELECTRIC
COOPERATIVE

By: Daniel G. Laws

Name: Daniel G. Laws

Title: General Manager / CEO

Date: 6-22-11

LCRA TRANSMISSION SERVICES
CORPORATION

By: Ray Pfefferkorn

Name: Ray Pfefferkorn, P.E.

Title: LCRA Transmission Engineering
Manager

Date: 6/20/11



FACILITY SCHEDULE NO. 1

1. **Name:** **Rosita Creek**
2. **Facility Location:** RGEC's Rosita Creek substation is located 4 miles east of Eagle Pass Texas on highway US277 in Maverick County. Rosita Creek substation is connected to the 138kV transmission line from Asherton substation to Escondido substation. The Point of Interconnection is defined as the point where the four-bolt pad on RGEC's switch 12664 connects to the four-bolt pad on LCRA TSC's 138kV bus.
3. **Delivery Voltage:** 138 kV
4. **Metered Voltage and Location:** 12.5 kV inside RGEC's Rosita Creek Substation compensated for losses to the 138 kV side of the transformer
5. **Normal Operation of Interconnection:** Closed
6. **One Line Diagram Attached:** Yes
7. **Description of Facilities Owned by Each Party:**

RGEC owns the following equipment (see attached one-line for details);

- All the distribution and metering facilities in the substation
- The control house and all facilities within, except those owned by LCRA TSC
- The step down transformer and regulator
- The circuit switcher CS-12665
- High-side air-break switch 12664
- The mobile substation tap air-break switch 12666

LCRA TSC owns the following equipment (see attached one-line for details);

- The 138kV bus, insulators, supports, and associated hardware
- Motor-operated air-break switches MOS-12659 and MOS-12669
- Air-break switch 12679
- 138 kV line vee switches 12661 and 12671
- Remote Terminal Unit (RTU) in the RGEC control house
- Motor-operator switch control panel in the RGEC control house

8. **Operational Responsibilities of Each Party:**

LCRA TSC shall operate and control the facilities it owns.

RGEC shall operate and control the distribution and metering facilities it owns.

RGEC shall provide field personnel for operations of the RGEC owned transmission

facilities. RGEC designates LCRA TSC as its representative and with the authority to act on its behalf in performing the duties of a "Local Control Center"* Transmission Operator for the RGEC transmission facilities at the Rosita Creek substation and at the Rosita Creek substation only. The Parties agree to adhere to the latest version of the LCRA TSC Transmission Operations Handbook, or a subsequent revision or edition as it may be delivered to RGEC from time to time by LCRA TSC in carrying out the operations of the RGEC transmission facilities at Rosita Creek substation. Either Party may provide 90 days written notice to the other Party to end this transmission operating arrangement; and in the event of this notice the Parties agree to then amend this Facility Schedule Section 8. to read "Each Party shall operate and control the facilities it owns." or other mutually agreeable language.

*Local Control Center – an entity that enters into NERC joint registration pursuant to a written agreement (aka Coordinated Functional Registration) with ERCOT ISO for the NERC Transmission Operator function within the ERCOT region. The written agreement used for joint registration includes the TOP JRO/CFR Responsibility Matrix, which may change from time to time due to changes in NERC Reliability Standards, and which identifies the NERC Transmission Operator requirements applicable to this entity

9. Maintenance Responsibilities of Each Party:

Each Party shall be fully responsible for the maintenance of the facilities it owns.

10. Other Terms and Conditions:

- RGEC is responsible to report to ERCOT all annual load data requests.
- RGEC will provide physical space in the station control house for LCRA TSC to terminate a four-wire RTU communications circuit. RGEC will provide for LCRA TSC either a conduit from the control house to the Telco demark or 4 copper pairs to the demark.
- RGEC is responsible for providing the following transformer analog values for LCRA SCADA : 3 Phase Megawatts , 3 Phase Megavars ,and single phase Amps.
- RGEC grants to LCRA TSC a revocable license to erect and maintain necessary supporting transmission structures on RGEC's right-of-way as shown in the descriptions and drawings attached as part of this Facility Schedule No. 1. RGEC agrees that this license shall be a condition of providing transmission service at this interconnect point.

