



Control Number: 35077



Item Number: 456

Addendum StartPage: 0

Project No. 35077

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PUBLIC UTILITY COMMISSION
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Amendment No. 2

INTERCONNECTION AGREEMENT

Between

LCRA Transmission Services Corporation

and

Electric Transmission Texas, LLC

April 10, 2014

456

**AMENDMENT NO. 2 TO THE
INTERCONNECTION AGREEMENT
BETWEEN
ELECTRIC TRANSMISSION TEXAS, LLC
AND
LCRA TRANSMISSION SERVICES CORPORATION**

This Amendment No. 2 (this "Amendment") to the Interconnection Agreement between **Electric Transmission Texas, LLC ("ETT")**, a Delaware limited liability company, and **LCRA Transmission Services Corporation ("LCRA TSC")**, a nonprofit affiliated company of the Lower Colorado River Authority, a conservation and reclamation district of the State of Texas, executed April 12, 2010 (as amended, the "Interconnection Agreement"), is made and entered into as of APRIL 10 2014, by and between ETT and LCRA TSC each sometimes hereinafter referred to individually as "Party" or both referred to collectively as "Parties."

WITNESSETH

WHEREAS, the Parties entered into the original Interconnection Agreement on April 12, 2010, including all Exhibits and Facility Schedules attached thereto; and

WHEREAS, the Parties entered into Amendment No. 1 to the Interconnection Agreement on September 16, 2011; and

WHEREAS, the Interconnection Agreement provides terms and conditions that allow a Point of Interconnection to be added to or deleted from the Interconnection Agreement as mutually agreed by the Parties; and

WHEREAS, the Parties have agreed to add Facility Schedule No. 7 that provides for the Orsted Points of Interconnection; and

WHEREAS, the Parties have agreed to add Facility Schedule No. 8 that provides for the Edison Points of Interconnection; and

WHEREAS, the Parties have agreed to amend the Interconnection Agreement in accordance with its terms and conditions.

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

I. CAPITALIZED TERMS

Capitalized terms used but not otherwise defined herein shall have the meanings specified in the Interconnection Agreement, as amended and supplemented by this Amendment.

II. ADDITIONS AND AMENDMENTS

Effective as of the date first written above, a) Facility Schedule No. 7 and Facility Schedule No. 8, which are attached hereto, are hereby added and b) Exhibit A of the Interconnection Agreement is hereby amended in its entirety by the attached Exhibit "A" to record these additions. Such added Facility Schedules and amended Exhibit A will be incorporated into the Interconnection Agreement to form one consolidated and amended agreement.

III. RATIFICATION OF OTHER TERMS

All terms and conditions of the Interconnection Agreement which are not specifically amended by this Amendment shall remain unchanged and are hereby ratified by the Parties and shall continue to be in full force and effect.

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IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed in two (2) counterparts, each of which shall be deemed an original but both shall constitute one and the same instrument.

ELECTRIC TRANSMISSION TEXAS, LLC

By: J. Calvin Crowder
J. Calvin Crowder
President

Date: 4-8-14

ETT LEGAL
BY: AL Hobbs
DATE: 4-7-14

LCRA TRANSMISSION SERVICES CORPORATION

By: Ray Pfefferkorn
Ray Pfefferkorn, P.E.
LCRA Transmission Engineering Manager

Date: 3/11/14

LCRA
LEGAL

EXHIBIT A

FACILITY SCHEDULE NO.	LOCATION OF POINT(S) OF INTERCONNECTION (# of Points)	INTERCONNECTION VOLTAGE (kV)	EFFECTIVE DATE OR SUBSEQUENT AMENDMENT IN THE INTERCONNECTION AGREEMENT*
1	Firerock (2)	138	March 29, 2010
2	Port Aransas (1)	69	March 29, 2010
3	Laguna (2)	69	March 29, 2010
4	Nueces Bay (2)	138	March 29, 2010
5	Hamilton Road (1)	138	March 29, 2010
6	Ft. Lancaster (1)	138	September 16, 2011
7	Orsted (4)	345	<i>APRIL 10</i> , 2014
8	Edison (4)	345	<i>APRIL 10</i> , 2014

* These dates do not necessarily reflect the date that the Point of Interconnection was established

FACILITY SCHEDULE NO. 7

1. **Name:** Orsted
2. **Location:** The ETT Orsted Station ("Station") is located at 1090 Private Rd 2271, Sonora, Texas 76950, 24 miles northeast of Sonora on FM 864 from the intersection of Hwy 10 and FM 864, in Sutton County, Texas. The Station is a 345 kV series compensation station for the LCRA TSC double circuit 345 kV transmission line from Big Hill to Kendall (LCRA TSC circuits T558 & T559). There are four (4) Points of Interconnection at the Station: two (2) Points of Interconnection are where LCRA TSC circuits T558 and T559 from Big Hill terminate on the west side of the Station; and two (2) Points of Interconnection are where LCRA TSC circuits T558 and T559 from Edison/Kendall terminate on the east side of the Station. At each Point of Interconnection the Station facilities connect to the LCRA TSC four (4) hole pad on LCRA TSC's 345 kV transmission line dead-end assembly terminating on ETT's Station "A" frame dead-end structure.
3. **Delivery Voltage:** 345 kV
4. **Metered Voltage:** NA
5. **Normal Operation of Interconnection:** Each Party's Control Center will coordinate with the other Party's Control Center (i) to place the control of the reactors in automatic or manual operation and (ii) for the insertion and by-pass of the series capacitors.
6. **One-Line Diagram Attached:** Yes
7. **Facility Ownership Responsibilities of the Parties:**

ETT owns the following facilities:

- i. the Station and all the facilities within it, except for those facilities identified below as being owned by LCRA TSC
- ii. Station property and fence
- iii. ground grid
- iv. control house
- v. the telecommunications building and all the facilities within it, except for those facilities identified as being owned by LCRA TSC in the Telecommunication Assets Sharing Agreement described in 10 (i).

LCRA TSC owns the following facilities:

- i. the approximately 34.8 mile long 345 kV Big Hill to Station transmission line T558 with two (2) Alumoweld shield wires, dead-end assembly, and attachment hardware connecting to ETT's north steel "A" frame dead-end structure on the west side of the Station

- ii. the approximately 34.8 mile long 345 kV Big Hill to Station transmission line T559 with one (1) optical ground wire ("OPGW") shield wire, dead-end assembly, and attachment hardware connecting to ETT's south steel "A" frame dead-end structure on the west side of the Station
- iii. the 345 kV Edison/Kendall to Station transmission line T558 (approximately 52.7 miles between Station and Edison and another 51.4 miles between Edison and Kendall) with two (2) Alumoweld shield wires, dead-end assembly, and attachment hardware connecting to ETT's north steel "A" frame dead-end structure on the east side of the Station
- iv. the 345 kV Edison/Kendall to Station transmission line T559 (approximately 52.7 miles between Station and Edison and another 51.4 miles between Edison and Kendall) with one (1) OPGW shield wire, dead-end assembly, and attachment hardware connecting to ETT's south steel "A" frame dead-end structure on the east side of the Station

8. Facility Operation and Maintenance Responsibilities of the Parties:

- i. Each Party is responsible for the operation and control of the facilities it owns.
- ii. Each Party shall maintain the facilities it owns that are provided for in this Facility Schedule. Maintenance of the facilities, including circuit breaker relays, that are owned by one Party that protect the facilities owned by the other Party, will be subject to review and approval by the other Party.

9. Cost Responsibilities of the Parties:

- i. Each Party will be fully responsible for the costs and liabilities related to the facilities it owns.
- ii. Each Party will be responsible for all costs it incurs in connection with the establishment and maintenance of the Points of Interconnection in accordance with this Facility Schedule.

10. Other Terms and Conditions:

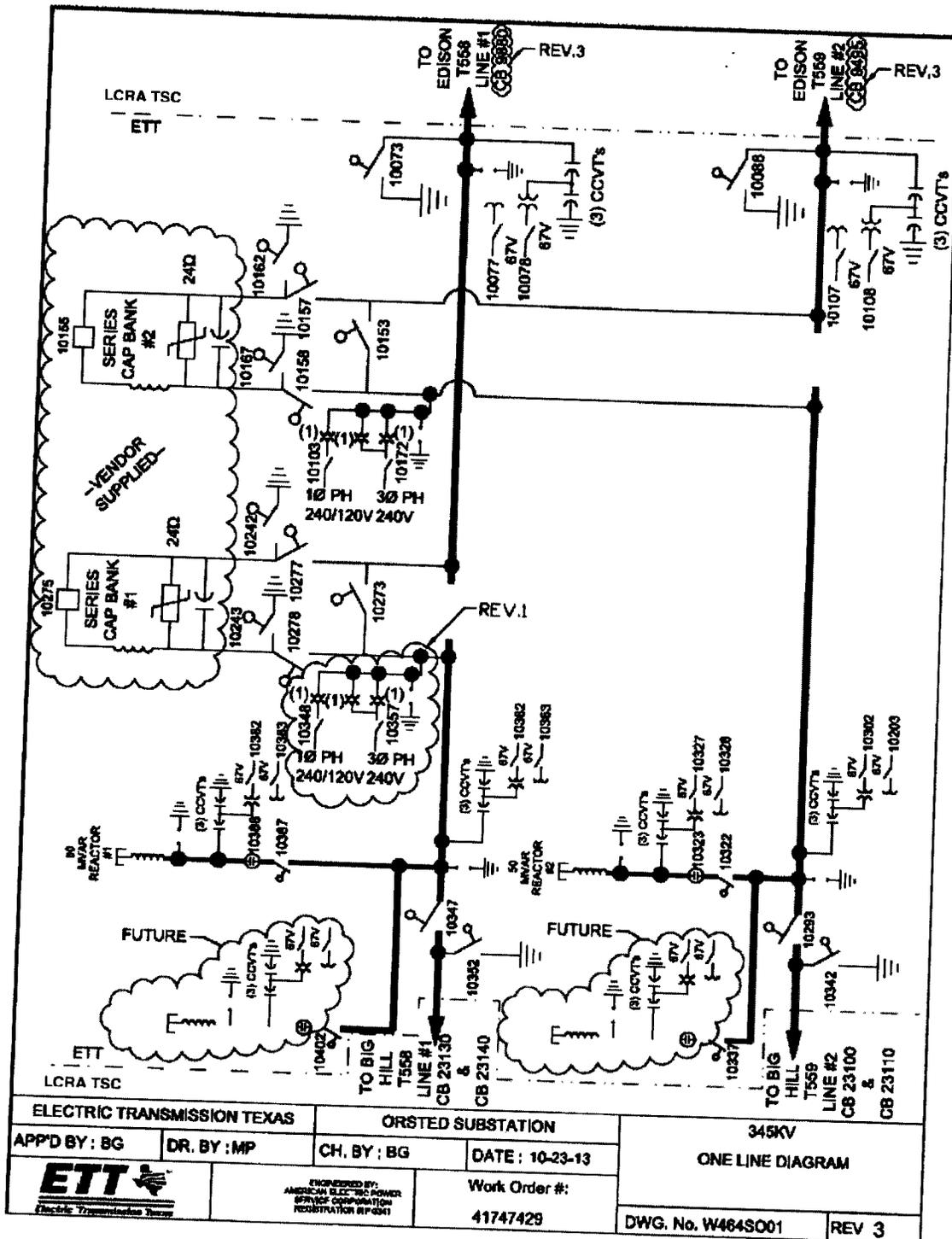
The following supplemental terms and conditions shall be met unless there is a conflict between these terms and conditions and ERCOT Requirements, in which case the ERCOT Requirements shall prevail.

- i. LCRA TSC shall have certain telecommunication facilities on the Station site. In addition thereto, LCRA TSC is providing two (2) DS-1 Circuits, or equivalent, on LCRA TSC's communications system from the Station to the San Angelo Power Station for ETT's use. Each Party's rights and responsibilities related to such matters shall be governed by the terms and conditions of that one certain Telecommunication Assets Sharing Agreement, to be entered into by and between the Parties, reference to which is hereby made for all purposes.

- ii. ETT shall grant to LCRA TSC a forty (40) foot wide easement for LCRA TSC to access the existing right-of-way for LCRA TSC circuits T558 & T559 along the east, north and west perimeter of the Station property, as provided in such easement, reference to which is hereby made for all purposes.
- iii. LCRA TSC shall grant to ETT, a limited waiver of its existing transmission easement where the Station overlays the right-of-way of LCRA TSC circuits T558 & T559. The limited waiver shall be effective until the termination of the use and operation of the Station.
- iv. Each Party shall provide an access plan to the other for review and joint acceptance. Such access plan is to document access privileges to interconnection facilities including, but not necessarily limited to, fiber optic systems and associated equipment.
- v. Each Party shall provide station operational and metering data for facilities it owns or controls to ERCOT via Inter-control Center Communications Protocol (ICCP), or other methods acceptable to ERCOT.
- vi. Grounding of all Station and telecommunications facilities shall meet the Station-owner's specifications.
- vii. The Station contains series capacitor and shunt reactive devices that are necessary to maintain the voltage and power factor profile on the interconnecting transmission lines. The Parties agree to coordinate their efforts to operate such devices in conformity with the applicable ERCOT Requirements.

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FACILITY SCHEDULE NO. 7 (continued)



ELECTRIC TRANSMISSION TEXAS		ORSTED SUBSTATION		345KV	
APP'D BY: BG	DR. BY: MP	CH. BY: BG	DATE: 10-23-13	ONE LINE DIAGRAM	
 <small>ENGINEERED BY: AMERICAN ELECTRIC POWER SERVICE CORPORATION REGISTRATION #19481</small>		Work Order #:		DWG. No. W464S001	
		41747429			
				REV 3	

FACILITY SCHEDULE NO. 8

1. **Name:** Edison
2. **Location:** The ETT Edison Station ("Station") is located at 17850 E. I-10 Service Rd. Junction, Texas 76849, 18 miles southeast of Junction, in Kimble County, Texas. The Station is a 345 kV series compensation station for the LCRA TSC double circuit 345 kV transmission line from Big Hill to Kendall (LCRA TSC circuits T558 & T559). There are four (4) Points of Interconnection at the Station: two (2) Points of Interconnection are where LCRA TSC circuits T558 and T559 from Orsted/Big Hill terminate on the west side of the Station; and two (2) Points of Interconnection are where LCRA TSC circuits T558 and T559 from Kendall terminate on the east side of the Station. At each Point of Interconnection the Station facilities connect to the LCRA TSC four (4) hole pad on LCRA TSC's 345 kV transmission line dead-end assembly terminating on ETT's Station "A" frame dead-end structure.
3. **Delivery Voltage:** 345 kV
4. **Metered Voltage:** NA
5. **Normal Operation of Interconnection:** Each Party's Control Center will coordinate with the other Party's Control Center (i) to place the control of the reactors in automatic or manual operation and (ii) for the insertion and by-pass of the series capacitors.
6. **One-Line Diagram Attached:** Yes
7. **Facility Ownership Responsibilities of the Parties:**

ETT owns the following facilities:

- i. the Station and all the facilities within it, except for those facilities identified below as being owned by LCRA TSC
- ii. Station property and fence
- iii. ground grid
- iv. control house
- v. the telecommunications building and all the facilities within it, except for those facilities identified as being owned by LCRA TSC in the Telecommunication Assets Sharing Agreement described in 10 (i).

LCRA TSC owns the following facilities:

- i. the 345 kV Big Hill/Orsted to Station transmission line T558 (approximately 52.7 miles between Station and Orsted and another 34.8 miles between Orsted and Big Hill) with two (2) Alumoweld shield wires, dead-end assembly, and attachment hardware connecting to ETT's north steel "A" frame dead-end structure on the west side of the Station

- ii. the 345 kV Big Hill/Orsted to Station transmission line T559 (approximately 52.7 miles between Station and Orsted and another 34.8 miles between Orsted and Big Hill) with one (1) optical ground wire ("OPGW") shield wire, dead-end assembly, and attachment hardware connecting to ETT's south steel "A" frame dead-end structure on the west side of the Station
- iii. the approximately 51.4 mile long 345 kV Kendall to Station transmission line T558 with two (2) Alumoweld shield wires, dead-end assembly, and attachment hardware connecting to ETT's north steel "A" frame dead-end structure on the east side of the Station
- iv. the approximately 51.4 mile long 345 kV Kendall to Station transmission line T559 with one (1) OPGW shield wire, dead-end assembly, and attachment hardware connecting to ETT's south steel "A" frame dead-end structure on the east side of the Station

8. Facility Operation and Maintenance Responsibilities of the Parties:

- i. Each Party is responsible for the operation and control of the facilities it owns.
- ii. Each Party shall maintain the facilities it owns that are provided for in this Facility Schedule. Maintenance of the facilities, including circuit breaker relays, that are owned by one Party that protect the facilities owned by the other Party, will be subject to review and approval by the other Party.

9. Cost Responsibilities of the Parties:

- i. Each Party will be fully responsible for the costs and liabilities related to the facilities it owns.
- ii. Each Party will be responsible for all costs it incurs in connection with the establishment and maintenance of the Points of Interconnection in accordance with this Facility Schedule.

10. Other Terms and Conditions:

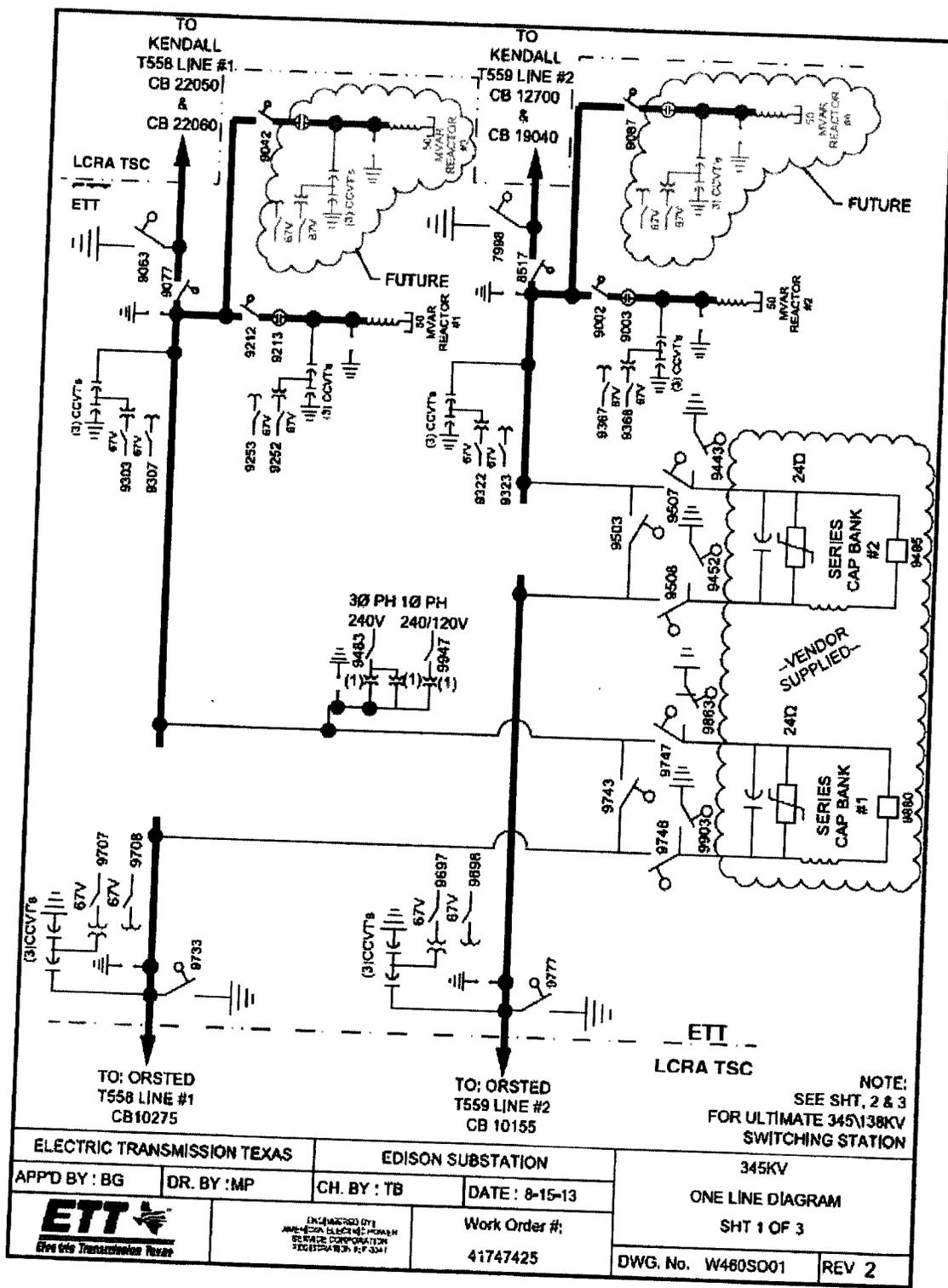
The following supplemental terms and conditions shall be met unless there is a conflict between these terms and conditions and ERCOT Requirements, in which case the ERCOT Requirements shall prevail.

- i. LCRA TSC shall have certain telecommunication facilities on the Station site. In addition thereto, LCRA TSC is providing two (2) DS-1 Circuits, or equivalent, on LCRA TSC's communications system from the Station to the San Angelo Power Station for ETT's use. Each Party's rights and responsibilities related to such matters shall be governed by the terms and conditions of that one certain Telecommunication Assets Sharing Agreement, to be entered into by and between the Parties, reference to which is hereby made for all purposes.

- ii. ETT has granted to LCRA TSC an easement for LCRA TSC's transmission line to be interconnected into the Station, reference to which is hereby made for all purposes.
- iii. Each Party shall provide an access plan to the other for review and joint acceptance. Such access plan is to document access privileges to interconnection facilities including, but not necessarily limited to, fiber optic systems and associated equipment.
- iv. Each Party shall provide station operational and metering data for facilities it owns or controls to ERCOT via Inter-control Center Communications Protocol (ICCP), or other methods acceptable to ERCOT.
- v. Grounding of all Station and telecommunications facilities shall meet the Station-owner's specifications.
- vi. The Station contains series capacitor and shunt reactive devices that are necessary to maintain the voltage and power factor profile on the interconnecting transmission lines. The Parties agree to coordinate their efforts to operate such devices in conformity with the applicable ERCOT Requirements.

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FACILITY SCHEDULE NO. 8 (continued)



NOTE:
SEE SHT. 2 & 3
FOR ULTIMATE 345/138KV
SWITCHING STATION

ELECTRIC TRANSMISSION TEXAS		EDISON SUBSTATION		345KV	
APPD BY : BG	DR. BY : MP	CH. BY : TB	DATE : 8-15-13	ONE LINE DIAGRAM	
 <small>ENGINEERED BY AMERICAN ELECTRIC POWER SERVICES CORPORATION REGISTRATION: P.E. 3041</small>		Work Order #:		SHT 1 OF 3	
		41747425		DWG. No. W480S001	
				REV 2	