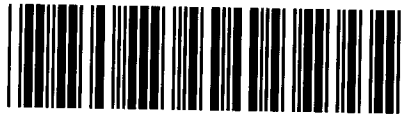




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**PUC Project No. 35077**

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**Amendment No. 2**

**INTERCONNECTION AGREEMENT**

**Between**

**LCRA Transmission Services Corporation**

**and**

**Sharyland Utilities, L.P.**

**Dated**

**November 16, 2015**

611

**SECOND AMENDMENT TO  
INTERCONNECTION AGREEMENT**

This Second Amendment ("Amendment") is made and entered into this 16<sup>th</sup> day of November, 2015, between Sharyland Utilities, L.P. ("SU") and the LCRA Transmission Services Corporation ("LCRA TSC") collectively referred to hereinafter as the Parties.

**WHEREAS**, LCRA TSC and SU entered into that certain Interconnect Agreement executed as of July 16, 2012, amended by that certain Amendment No. 1 executed as of September 15, 2014 (collectively, as amended, the "**Agreement**"); and

**WHEREAS**, LCRA TSC will convert the Goldthwaite to Lampasas transmission line from 69kV to 138 kV requiring a 138/69 kV autotransformer, additional property, control house 138 kV circuit breakers, 138 kV buswork, structures, controls, and other appurtenances at the San Saba Switch Substation

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

1. Exhibit "A" is deleted in its entirety and the Exhibit "A" attached to this Second Amendment is hereby added to the Agreement in lieu thereof.
2. Exhibit "A" attached to this Second Amendment will become effective upon execution of this Second Amendment by the Parties.
3. Facility Schedule No. 5 (including the diagrams attached thereto) is deleted in its entirety and Facility Schedule No. 5 attached to the Second Amendment is hereby added to the Agreement in lieu thereof.
4. Facility Schedule No. 5 (including the diagrams attached thereto) attached to this Second Amendment will become effective upon execution of this Second 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 Second Amendment to be executed in several counterparts, each of which shall be deemed an original but all shall constitute one and the same instrument.

**SHARYLAND UTILITIES, L.P.**

BB  
By: Karl Tammar  
Karl Tammar

Title: Transmission Operations Director

Date: 11/16/2015

**LCRA TRANSMISSION SERVICES CORPORATION**

By: Ray Pfefferkorn  
Ray Pfefferkorn, P.E.

Title: LCRA Transmission Engineering Manager

Date: 11/23/15



**Exhibit A  
Second Amendment**

<b>FACILITY SCHEDULE NO.</b>	<b>LOCATION OF POINT(S) OF INTERCONNECTION (# of Points)</b>	<b>INTERCONNECTION VOLTAGE (KV)</b>	<b>EFFECTIVE DATE OF INTERCONNECTION</b>
1	Skywest (2)	138 KV	7/16/2012
2	Camp Bowie (6)	24.9 kV	September 15, 2014
3	Dutton (15)	12.5/69 kV	September 15, 2014
4	Hext (6)	12.5 kV	September 15, 2014
5	San Saba Switch (1)	69 kV	Date of execution of 2 <sup>nd</sup> Amendment
6	Terry (2)	12.5/69 kV	September 15, 2014
7	Camp San Saba (2)	24.9 kV	September 15, 2014
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**Second Amendment  
FACILITY SCHEDULE NO. 5**

1. **Name:** San Saba Switch
2. **Facility Location:** 2301 County Road 114, Richland Springs, San Saba County, Texas 76871.
3. **Points of Interconnection:** There is one (1) Point of Interconnection in San Saba Switch generally described as:
  - where LCRA TSC jumper from the substation equipment attaches to the incoming 69 kV transmission line from Terry Substation.
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:**

SU owns:

- The following transmission lines comprised of conductors, insulators, and connecting hardware:
  - San Saba Switch to Terry Substation 69 kV transmission line T310

LCRA TSC owns:

The San Saba Switch substation including, but not limited to, the following items:

- The following transmission lines comprised of conductors, insulators, and connecting hardware:
  - San Saba Switch to Goldthwaite Substation 138 kV transmission line T629
  - San Saba Switch to San Saba Substation 138 kV transmission line T461
- One (1) 69 kV circuit breaker 26100 including foundation, jumpers and protective relay package, including line protection relaying for SU's T310 69 kV transmission line.
- One (1) 69 kV mobile transformer connection point with disconnect switch 26106
- Three (3) 69 kV switches 26099, 26101, and 26103
- One (1) 69 kV surge arrester SA7
- One (1) 69 kV potential transformer PT1
- One (1) 69 kV transformer bus
- One (1) 138/69kV auto transformer AT1 with associated surge arresters,

foundation, and jumpers

- One (1) 138 kV operating bus
- Two (2) 138 kV coupling capacitor voltage transformers CCVT1 and CCVT2
- Three (3) 138 kV surge arresters SA1, SA2 and SA3
- Three (3) 138 kV circuit breakers 26070, 26080, and 26090 with foundations, jumpers and protective relay packages
- Seven (7) 138 kV disconnect switches 26069, 26071, 26079, 26081, 26089, 26094, and 26091
- One (1) 138 kV mobile transformer connection with disconnect switch 26076
- One (1) 138 kV power voltage transformer PVT1
- Two (2) 138 kV A-frame dead end structures, foundations, insulators and jumpers
- One (1) 138 kV bus differential breaker failure relaying scheme
- One (1) auto transformer differential relaying scheme
- One (1) control house (24' x 42') with battery charger and battery bank
- One (1) station service SS1 with fuse F1
- Substation property ground grid, gravel, fencing and other appurtenances

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

- Each Party will be responsible for the operation of the equipment it owns.

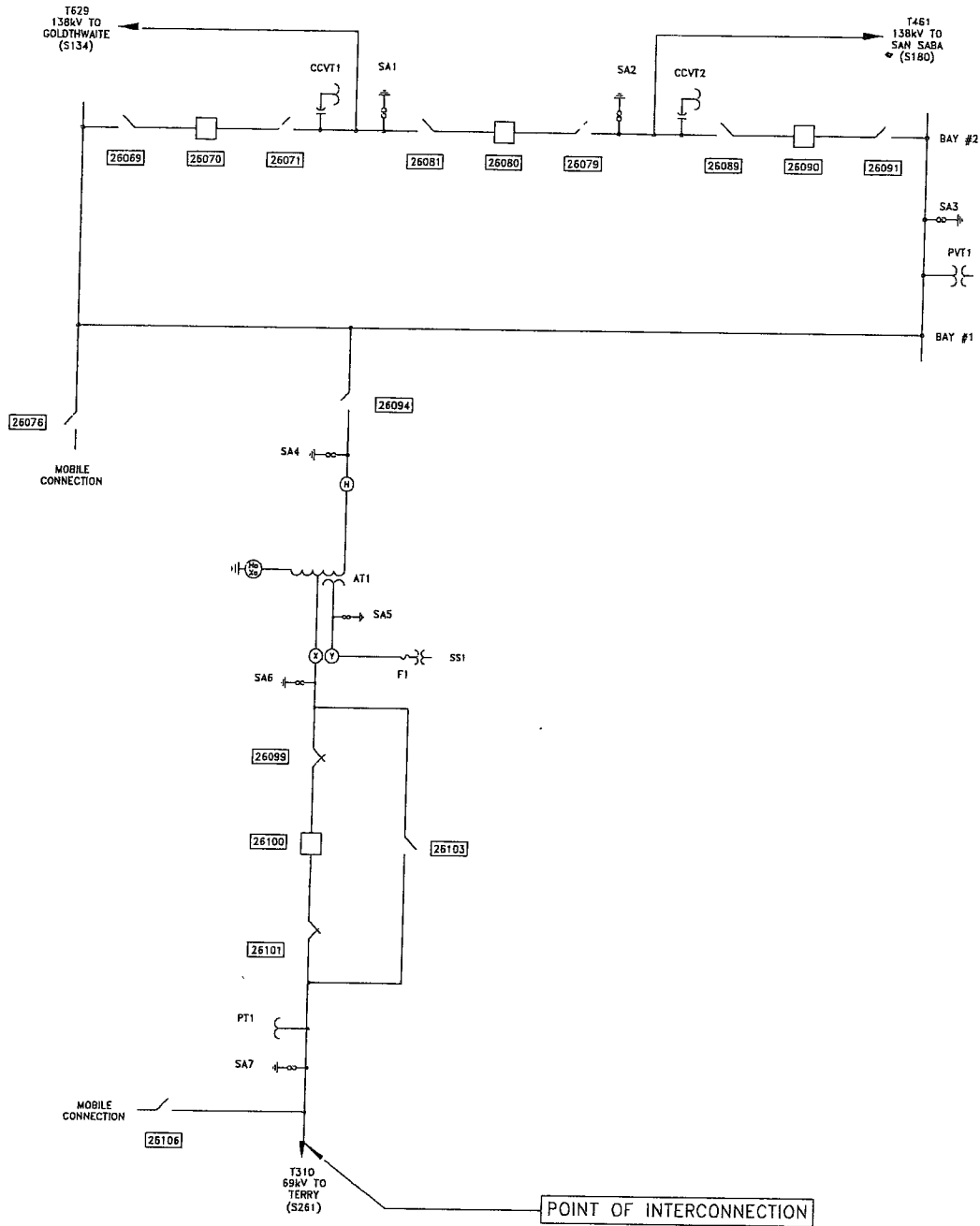
**11. Maintenance Responsibilities of Each Party:**

- Each Party will be fully responsible for the maintenance of the equipment it owns.

**12. Other Terms and Conditions:**

- SU and LCRA TSC are to share access to the switchyard by LCRA TSC locks in the gate and in the control house doors.

## Second Amendment SAN SABA SWITCH ONE-LINE DIAGRAM



SAN SABA SWITCH SUBSTATION

THIS IS NOT A COMPLETE ONE-LINE DIAGRAM  
FOR A COMPLETE ONE-LINE DIAGRAM OF THIS  
SUBSTATION, REFER TO DRAWING S256-E-0001.