



Control Number: 35077



Item Number: 627

Addendum StartPage: 0

PUC Project No. 35077

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PUBLIC UTILITY COMMISSION
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Sixth Amendment to

INTERCONNECTION AGREEMENT

Between

**City of San Antonio acting by and through
City Public Service Board (CPS Energy)**

and

LCRA Transmission Services Corporation

Dated

December 17, 2015

627

SIXTH AMENDMENT
TO
INTERCONNECTION AGREEMENT

This Sixth Amendment adds Facility Schedule No. 5 to the Interconnection Agreement ("Agreement"), dated January 12, 2007 by and between the City of San Antonio acting by and through the City Public Service Board ("CPS Energy") and the LCRA Transmission Services Corporation ("LCRA TSC"). This Sixth Amendment is made and entered into on 12/17, 2015 ("Effective Date") between CPS Energy and LCRA TSC, hereinafter individually referred to as "Party" and collectively referred to as "Parties". In consideration of the mutual promises and undertakings herein set forth, the Parties agree to amend the Agreement as follows:

1. Exhibit "A" attached to the prior Fifth Amendment is deleted in its entirety and the Exhibit "A" attached to this Sixth Amendment is hereby added to the Agreement in lieu thereof.
2. Facility Schedule No. 5 (including the diagrams attached thereto) attached to this Sixth Amendment is hereby added to the Agreement. Facility Schedule No. 5 will become effective upon execution of this Sixth Amendment by the Parties on the Effective Date.
3. The Parties agree to interconnect their facilities at the Points of Interconnection in accordance with the terms and conditions, specified on the attached Facility Schedule No. 5.

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

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

THE CITY OF SAN ANTONIO ACTING BY
AND THROUGH THE CITY PUBLIC
SERVICE BOARD (CPS ENERGY)

By: _____

Name: Paul Barham, P.E.

Title: Senior Vice President
Energy Delivery Services

Date: 12/17/2015

LCRA TRANSMISSION SERVICES
CORPORATION

By: _____

Name: Ray Pfefferkorn, P.E.

Title: LCRA Transmission Engineering
Manager

Date: 11/30/15



CPS ENERGY - LCRA TRANSMISSION SERVICES CORP.
INTERCONNECTION AGREEMENT

EXHIBIT A – Amendment No. 6

LIST OF FACILITY SCHEDULES AND POINTS OF INTERCONNECTION

FACILITY SCHEDULE NO	NAME OF POINT OF INTERCONNECTION	INTERCONNECTION VOLTAGE (KV)	Effective Date
1	Kendall -- Cagnon	345	01/12/2007
2	Menger Creek -- Ranchtown	138	03/27/2015
3	Medina Lake -- Talley Road	138	08/02/2011
4	Weiderstein -- Tri-County Weiderstein -- Randolph	138	06/01/2014
5	Clear Springs -- Rio Nogales	345	12/17/2015

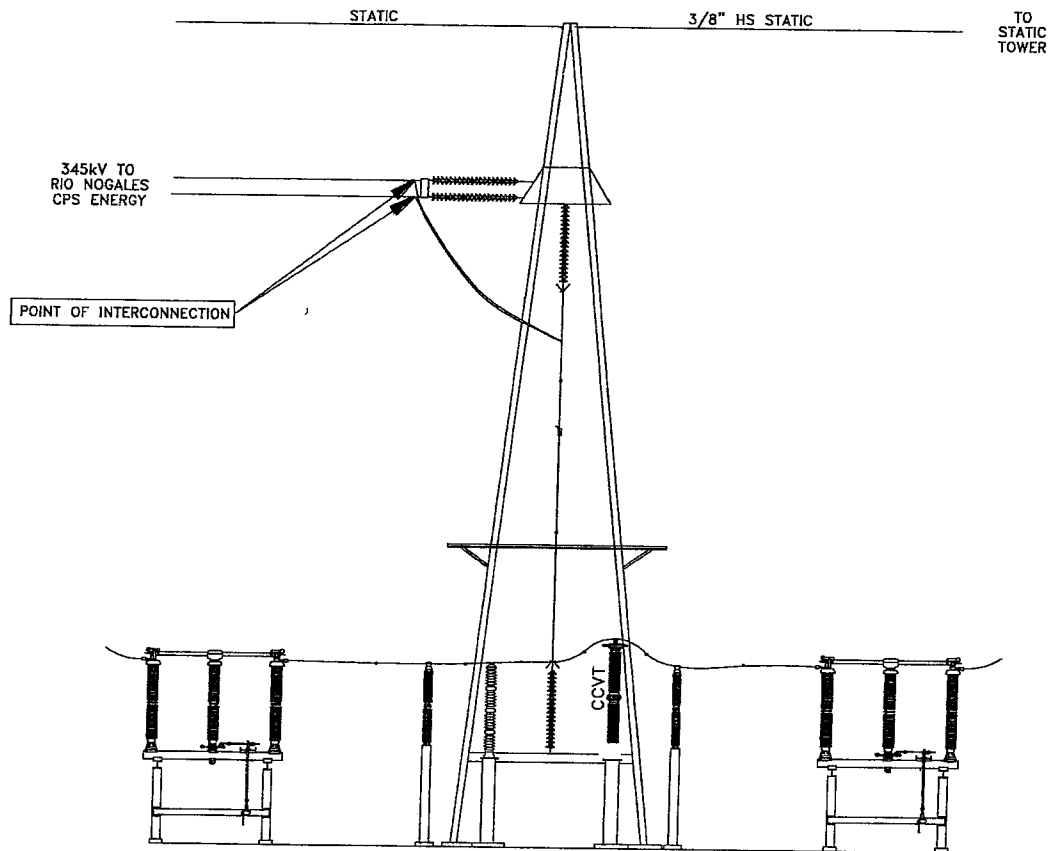
CPS ENERGY - LCRA TRANSMISSION SERVICES CORP.
INTERCONNECTION AGREEMENT – AMENDMENT NO. 6

FACILITY SCHEDULE NO. 5

1. **Interconnection Name:** Clear Springs – Rio Nogales
2. **Point of Interconnection location:** The Points of Interconnection for the two (2) circuits between Rio Nogales and Clear Springs are located inside the Clear Springs Switchyard at LCRA TSC's dead end structures. Each Point of Interconnection is defined where the LCRA TSC vertical bus jumper attaches to CPS Energy's transmission line at LCRA TSC's dead end structures.
3. **Delivery Voltage:** 345 kV
4. **Metering:** N/A
5. **Telecommunications:**
 - A. At the Clear Springs Switchyard, LCRA TSC shall provide all LCRA TSC required communication circuits.
 - B. At the Rio Nogales Substation, CPS Energy shall provide all CPS Energy required communication circuits.
6. **Normal Status of Tie:** Closed
7. **Description of Facilities Installed and Owned by Each Party:**
 - A. **Facilities owned by CPS Energy:** CPS Energy's facilities associated with the Point of Interconnection shall include, but not be limited to, the following facilities:
 - i. 345kV circuit breakers, disconnect switches, protective relaying, RTU, communications processor and associated terminal facilities, including telemetry and communication facilities at Rio Nogales Substation;
 - ii. 345 kV transmission lines from Rio Nogales Substation to the Point of Interconnection, including foundations, structures, insulators, connectors, conductors, shield wire and associated hardware and assembly to terminate the transmission lines to LCRA TSC's dead end structures inside Clear Springs Switchyard.
 - iii. OPGW Fiber between Rio Nogales Substation and Clear Springs Switchyard.

- B. Facilities owned by LCRA TSC: LCRA TSC's facilities associated with the Point of Interconnection shall include, but not be limited to, the following facilities:
- i. 345 kV circuit breakers, disconnect switches, protective relaying and associated terminal facilities at Clear Springs Switchyard;
 - ii. All equipment inside the Clear Springs Switchyard associated with the Points of Interconnection including the dead end structures, vertical bus, and jumpers to the Points of Interconnection.
8. **Operation and Maintenance:** Each Party will be responsible for the operation and maintenance of the facilities it owns.
9. **Cost Responsibility:** Each Party shall be responsible for all cost it incurs associated with facilities it owns at, connected to, or associated with, the Point of Interconnection, including, but not limited to, cost associated with ownership, engineering, procurement, construction, operation, maintenance, replacement, repair and testing of such facilities.
10. **Supplemental terms and conditions:**
- A. The requirements for connection of facilities to the LCRA TSC System are contained in the document "LCRA TSC Facility Connection Requirements", or its successor.
 - B. The requirements for connection of facilities to the CPS Energy System are contained in the document "CPS Energy Facility Connection Requirements", or its successor.
 - C. CPS Energy will continue to provide the existing communications circuits between Rio Nogales Substation and Clear Springs Switchyard.

---TYPICAL OF TWO STRUCTURES---



---CLEAR SPRINGS ONE LINE DRAWING---

