

**SECOND AMENDMENT TO AMENDED AND
RESTATED INTERCONNECTION
AGREEMENT**

This Second Amendment to the Amended and Restated Interconnection Agreement (“Second Amendment”) is entered into this ____ day of _____, 2020, by and between the City of San Marcos, Texas (San Marcos Electric Utility) (“SMEU”) and LCRA Transmission Services Corporation (“LCRA TSC”), referred to individually as "Party" and collectively as "Parties".

WHEREAS, LCRA TSC and SMEU entered into that certain Amended and Restated Interconnect Agreement executed as of January 17, 2017, as amended by that certain First Amendment to Amended and Restated Interconnection Agreement executed as of May 14, 2019 (collectively, as amended, the “Agreement”); and

WHEREAS, SMEU and LCRA TSC will install a new Rattler Substation where LCRA TSC will provide 138-kV transmission service to a new SMEU load-serving substation.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and conditions 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 added to the Agreement in lieu thereof.
2. Facility Schedule No. 8 (including the diagrams attached thereto) attached to this Second Amendment is hereby added to the Agreement.

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 between LCRA TSC and SMEU to be executed in several counterparts, each of which shall be deemed an original but all shall constitute one and the same instrument.

CITY OF SAN MARCOS, TEXAS

By: _____

Name: Bert Lumbreras

Title: City Manager, City of San Marcos,
Texas

Date: _____

LCRA TRANSMISSION SERVICES CORPORATION

By: _____

Name: Sergio Garza, P.E.

Title: LCRA Vice President, Transmission
Design and Protection

Date: _____



FACILITY SCHEDULE NO. 8

1. **Name:** Rattler Substation
2. **Facility Location:** The Rattler Substation is located at TBD, San Marcos, Texas in Hays County. Rattler Substation is located at the following approximate coordinates: latitude: 29.83921; longitude: -97.96148.
3. **Point of Interconnection:** There is one (1) point of interconnection at Rattler Substation generally described as:
 - 3.1. where the SMEU jumper connects the LCRA TSC 138-kV ring bus to the SMEU 138-kV motor operated disconnect switch 35804. The Point of Interconnection (POI) serves the SMEU-owned power transformer (T1).
4. **Transformation Services Provided by LCRA TSC:** No
5. **Metering Services Provided by LCRA TSC:** Yes, per separate Wholesale Metering Service Agreement between the parties.
6. **Delivery Voltage:** 138-kV
7. **Metered Voltage and Location:** There is one (1) LCRA TSC-owned meter point at Rattler Substation generally described as:
 - 7.1. One (1) set of 12.5-kV metering accuracy current transformers located in the T1 low-side bushings. One (1) set of 12.5-kV metering accuracy potential transformers located on the 12.5-kV T1 operating bus.
8. **One Line Diagram Attached:** Yes
9. **Description of Facilities Owned by Each Party:**
 - 9.1. **SMEU owns:**
 - 9.1.1. The Rattler Substation property, ground grid, gravel, fencing and other appurtenances;
 - 9.1.2. One (1) 138-kV circuit breaker 35800 with associated foundation and protective relaying;
 - 9.1.3. One (1) 138-kV motor operated disconnect switch 35804;
 - 9.1.4. One (1) power transformers T1 with associated surge arresters, foundation, jumpers and protective relaying;
 - 9.1.5. All underground distribution circuits including pad mounted gear, conductors, and hardware;
 - 9.1.6. All distribution circuit breakers including protective relay packages;
 - 9.1.7. All distribution and total bays including switchgear building, insulators,

disconnect switches, surge arresters, 12.5-kV operating and transfer buses, bus potential transformer and associated cabling;

9.1.8. One (1) station service SS1

9.2 LCRA TSC owns:

9.2.1 The following transmission lines comprised of structures, conductors, insulators, OPGW, splice cans, and connecting hardware (“LCRA TSC Transmission Lines”):

9.2.1.1 138-kV Redwood to Rattler transmission line;

9.2.1.2 138-kV Rattler to McCarty Lane East transmission line;

9.2.2 138-kV ring bus including structures, bus supports, insulators, hardware, foundations and jumpers;

9.2.3 Six (6) 138-kV switches 35809, 35811, 35819, 35821, 35829, 35831;

9.2.4 Three (3) 138-kV circuit breakers 35810, 35820, 35830 including jumpers, foundations, and protective relay packages;

9.2.5 Two (2) 138-kV coupling capacitor voltage transformers CCVT1 and CCVT2;

9.2.6 Two (2) power voltage transformer PVT1, PVT2;

9.2.7 Two (2) 138-kV surge arresters SA1, SA2;

9.2.8 138-kV bus differential & breaker failure relaying schemes;

9.2.9 One (1) control house (21’ X 27’) with battery bank, battery charger, and appurtenances;

9.2.10 One (1) interconnect junction box.

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:

12.1. Metering

12.1.1. SMEU shall supply and provide metering current transformers from power transformer T1 for LCRA TSC metering.

12.1.2. SMEU shall supply and provide 12.5-kV bus potential transformer PT1 for LCRA TSC metering.

12.2. Relay and Control

12.2.1. LCRA TSC will supply and install the interface junction box and will provide trenching, cable and conduits from its facilities to the interface junction box for wiring needed to interface the two systems. LCRA TSC will make wiring connections.

12.2.2. SMEU will provide trenching, cable and conduits from its facilities to the interface junction box for wiring needed to interface the two systems. LCRA TSC will make wiring connections.

12.2.3. LCRA TSC will provide tripping and close inhibit contacts from its 138-kV bus differential & breaker failure relaying panel to SMEU’s circuit breaker 35800 relaying panel.

- 12.2.4. SMEU will provide breaker failure initiate contacts from its circuit breaker 35800 relaying panel to LCRA TSC's 138-kV bus differential & breaker failure relaying panel.
 - 12.2.5. SMEU will supply and allow LCRA TSC use of circuit breaker 35800 relaying bushing current transformer for its 138-kV bus differential relaying scheme.
 - 12.2.6. LCRA TSC and SMEU shall design, provide, and coordinate their respective protection system equipment so that adjacent zones of protection overlap, in accordance with ERCOT Nodal Operating Guides.
- 12.3. Physical
- 12.3.1. SMEU and LCRA TSC are to share access to the substation by LCRA TSC locks in the gate.
 - 12.3.2. LCRA TSC will share access to the LCRA TSC control house. Access is obtained by calling LCRA TSC's System Operations Control Center using the intercom at the door of the control house.
 - 12.3.3. SMEU will design, construct, and own the ground grid. SMEU will coordinate the design and construction of the ground grid to allow LCRA TSC to make grounding connections to LCRA TSC equipment.
- 12.4. Real Estate
- 12.4.1. SMEU shall convey to LCRA TSC a perpetual and exclusive electric substation easement, in a form approved by LCRA TSC, for the real property underlying the LCRA TSC facilities in the Rattler Substation.
 - 12.4.2. SMEU shall convey to LCRA TSC a perpetual access easement, in a form approved by LCRA TSC, to Rattler Substation that provides good and adequate rights of vehicular ingress and egress to and from a public road.
 - 12.4.3. SMEU will convey two (2) perpetual transmission line easements in a form acceptable to LCRA TSC for the portion of real property underlying the LCRA TSC Transmission Lines.
 - 12.4.4. LCRA TSC's acquisition of the access, transmission line, and substation easements are subject to LCRA TSC's review and acceptance of a field survey, legal documentation, title commitment and title insurance policy, to be acquired at SMEU's expense on behalf of LCRA TSC, as well as archeological research and an environmental assessment conducted by LCRA TSC. In no event shall the access, transmission line, and substation easements be subject to any lien or any other encumbrance unacceptable to LCRA TSC. If LCRA TSC finds the access, transmission line, and substation easements to be acceptable, and subject to any required approval by the LCRA TSC Board, LCRA TSC will offer to pay the seller an amount for the associated easements equal to their market value as determined by LCRA TSC.
- 12.5. Site Development
- 12.5.1. SMEU will acquire the Rattler Substation site and perform or cause to be performed the site grading for the substation yard. LCRA TSC will review and approve the grading plan and reimburse SMEU for LCRA TSC's proportionate share of the site grading costs.
 - 12.5.2. SMEU shall design, construct, and maintain any required detention pond(s).
 - 12.5.3. SMEU will acquire any necessary permits required for development of the Substation Site.

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RATTLER ONE-LINE DIAGRAM

