Control Number: 35077

Item Number: 136

Addendum StartPage: 0

PUC Project No. 35077

INTERCONNECTION AGREEMENT

Between

Brazos Electric Power Cooperative, Inc.

and

LCRA Transmission Services Corporation

May 1, 2007

B6

INTERCONNECTION AGREEMENT

BETWEEN

BRAZOS ELECTRIC POWER COOPERATIVE, INC.

AND

LCRA TRANSMISSION SERVICES CORPORATION

INTERCONNECTION AGREEMENT
BETWEEN
BRAZOS ELECTRIC POWER COOPERATIVE, INC.
AND
LCRA TRANSMISION SERVICES CORPORATION

This Agreement is made and entered into this 1st day of May, 2007, **("Effective Agreement Date")** by and between Brazos Electric Power Cooperative, Inc ("Brazos Electric") , a cooperative corporation organized under the laws of the State of Texas, and LCRA Transmission Services Corporation ("LCRA TSC"), a nonprofit affiliated company of the Lower Colorado River Authority ("LCRA"), a conservation and reclamation district of the State Texas, each sometimes hereinafter referred to individually as "Party" or both referred to collectively as "Parties". In consideration of the premises and of the mutual covenants and conditions herein set forth, the Parties agree as follows:

ARTICLE I – EFFECTIVE DATE AND TERM

1.1 Subject to Section 13.2, this Agreement becomes effective on the Effective Agreement Date of this Agreement and shall continue in full force thereafter from year-to-year until terminated by mutual agreement or by either Party upon at least one (1) year prior written notice. Any TCOS recovery obligations in this Agreement shall survive termination of this Agreement until such obligations are fulfilled in accordance to the provisions in the applicable Facility Schedule.

1.2 Upon termination of this Agreement, each Party shall discontinue the use of the facilities of the other and shall disconnect the Point(s) of Interconnection.

ARTICLE II – OBJECTIVE AND SCOPE

2.1 It is the intent of the Parties, by this Agreement, to state the terms and conditions under which the Parties' transmission and/or distribution systems will be interconnected and to identify the facilities and equipment provided by each Party at the Point(s) of Interconnection between their systems.

2.2 This Agreement shall apply to the ownership, construction, operation and maintenance of those facilities which are specifically identified and described in the Facility Schedules which are attached hereto and incorporated herein.

2.3 This Agreement, including all attached Facility Schedules, constitutes the entire agreement and understanding between the Parties with regard to the interconnection of the facilities of the Parties at the Points of Interconnection expressly provided for in this Agreement. The Parties are not bound by or liable for any statement, representation, promise, inducement, understanding, or undertaking of any kind or nature (whether written or oral) with regard to the subject matter hereof if not set forth or provided for herein. This Agreement replaces all other agreements and undertakings, oral and written, between the Parties with regard to the subject matter hereof. It is expressly acknowledged that the Parties may have other agreements covering other services not expressly provided for herein, such agreements are unaffected by this Agreement.

2.4 If Brazos Electric also takes Transformation Service from LCRA TSC, Brazos Electric shall execute a separate agreement for Transformation Service, a copy of which shall be attached hereto as Exhibit B and made a part hereof.

ARTICLE III – DEFINITIONS

For purposes of this Agreement, the following definitions shall apply:

3.1 Agreement shall mean this Agreement with all schedules and attachments applying hereto, including any schedules and attachments hereafter made and any amendments hereafter made.

3.2 ERCOT shall mean the Electric Reliability Council of Texas, Inc., or its successor in function.

3.3 ERCOT Protocols shall mean the documents adopted by ERCOT, and approved by the PUCT, including any attachments or referenced exhibits as amended from time to time, that contain the scheduling, operating, planning, reliability, and settlement (including customer registration) policies, rules, guidelines, procedures, standards, and criteria of ERCOT and any successor rules of ERCOT applicable to the same subject matter.

3.4 ERCOT Operating Guides shall mean those operating guides promulgated by ERCOT relating to practices to be followed in the operation of the interconnected systems of the member utilities of ERCOT, in effect and as amended from time to time, and any successor guides or rules of ERCOT applicable to the same subject matter.

3.5 Facility Schedule(s) shall mean a schedule that specifies for each Point of Interconnection the facilities to be provided by the Parties, the ownership thereof, the nominal voltage at the interconnection, the method of metering, the operating and maintenance responsibilities of each Party with respect to each Point of Interconnection, and such other terms and conditions as are deemed mutually agreeable by the Parties.

3.6 Good Utility Practice shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region. Good Utility Practice may include, but not be limited to, conformance with the applicable and consistently applied reliability criteria, standards and operating guides of ERCOT and the North American Electric Reliability Corporation, or successor organization(s).

3.7 Point(s) of Interconnection shall mean the interconnection location(s) specified on Exhibit A hereto and the attached Facility Schedules where the Parties interconnect their respective facilities.

3.8 PUCT shall mean the Public Utility Commission of Texas or its successor in function.

3.9 PUCT Substantive Rules shall mean Substantive Rules as promulgated by the PUCT, in effect and as amended from time to time, and any successor rules of the PUCT applicable to this Agreement or the Parties hereto.

ARTICLE IV – ESTABLISHMENT AND TERMINATION OF POINTS OF INTERCONNECTION

4.1 The Parties agree to interconnect their facilities at the locations, and in accordance with the terms and conditions, specified in the attached Facility Schedule(s). All Points of Interconnection shall be specified in Exhibit A and the Facility Schedule(s) attached hereto and made a part hereof. The Facility Schedule(s) shall specify the responsibilities of the Parties with respect to ownership, control, operation, and maintenance of the interconnection facilities.

4.2 Unless otherwise provided in a Facility Schedule, each Party shall, at each Point of Interconnection, at its own risk and expense, design, install, or cause the design and installation of the transmission or distribution facilities (including all apparatus and necessary protective devices) on its side of the Point of Interconnection, so as to reasonably minimize the likelihood of voltage and frequency abnormalities, originating in the system of one Party, from affecting or impairing the system of the other Party, or other systems to which the system of such Party is interconnected. The Parties agree that all Points of Interconnection will be established in conformance with the applicable PUCT Substantive Rules, ERCOT Operating Guides and the ERCOT Protocols. The Parties agree to cause their systems to be constructed in accordance with specifications at least equal to those provided by the National Electrical Safety Code, approved by the American National Standards Institute, in effect at the time of construction. Except as otherwise provided in the Facility Schedules, each Party will be responsible for the equipment and facilities it owns on its side of the Point of Interconnection.

4.3 From time to time, a Point of Interconnection may be added, changed, modified, or deleted from this Agreement as mutually agreed by the Parties and/or as ordered by a regulatory authority having jurisdiction thereof. Any such change, addition, or deletion shall be recorded in Exhibit A and a Facility Schedule in such a way that the numbering of the other Facility Schedules is not changed.

4.4 Subject to regulatory approval, if required, unless mutually agreed, neither Party shall have the right to disconnect from the other Party at any Point of Interconnection specified on Exhibit A and Facility Schedule, originally attached to this Agreement or added subsequent to the execution of this Agreement, except for reason of a material violation of the terms of this Agreement, for which opportunity to correct such violation was given under Section 15.1 of this Agreement and such violation was not corrected in accordance with said Section 15.1.

4.5 For facilities not specified in the Facility Schedules, if either Party makes equipment changes to the equipment at a Point of Interconnection which may affect the operation or performance of the other Party's interconnection facilities, the Parties agree to notify the other Party, in writing, of such changes. Such changes shall be made in accordance with Good Utility Practice, the ERCOT Operating Guides and ERCOT Protocols, the National Electrical Safety Code, and other applicable codes and standards in effect at the time of construction, and coordinated between the Parties.

4.6 Each Party agrees to provide current as-built drawings to the other Party of the facilities owned by that Party at each Point of Interconnection upon request.

ARTICLE V - OTHER SERVICES

5.1 This Agreement is applicable only to the interconnection of the facilities of the Parties at the Points of Interconnection and does not obligate either Party to provide, or entitle either Party to receive any service not expressly provided for herein. Each Party is responsible for making the arrangements necessary to receive any other service that either Party may desire from the other Party or any third party.

5.2 Each Facility Schedule shall indicate whether any other tariffs, services or rates apply at each Point of Interconnection.

5.3 Each Facility Schedule shall indicate whether transformation and/or metering services apply at each Point of Interconnection. Parties agree that the name and location of the Point(s) of Interconnection in the Exhibit "A" and the Facilities Schedules attached to this Agreement, will be identical to the name used and the location of the corresponding facilities in the applicable Transformation Service Agreement.

ARTICLE VI - SYSTEM OPERATION AND MAINTENANCE

6.1 Unless otherwise provided by the Facility Schedules, each Party shall, at each Point of Interconnection, at its own risk and expense, operate and maintain the facilities (including all apparatus and necessary protective devices) it owns or hereafter may own, so as to reasonably minimize the likelihood of voltage and frequency abnormalities, originating in the system of one Party, from affecting or impairing the system of the other Party, or other systems to which the Party is interconnected. The Parties agree that all Points of Interconnection will be operated and maintained in conformance with the ERCOT Operating Guides and the ERCOT Protocols.

6.2 Operational responsibility for facilities owned by one Party but installed in another Party's Substation or transmission line will be identified in the Facility Schedule for that particular Point of Interconnection.

6.3 During the term of this Agreement, the Parties will, consistent with maintaining good operating practices, coordinate their operations to maintain continuity of services to their respective customers to the extent practicable. Planned facility maintenance by either Party that will cause a deviation from the normal power and energy flow at a Point of Interconnection will be scheduled at a mutually agreeable time. No changes will be made in the normal operation of a Point of Interconnection without the mutual agreement of the Parties. The Parties will, to the extent necessary to support continuity of operations, coordinate the operation of protective devices on the facilities they operate in the proximity of the Points of Interconnection which might reasonably be expected to affect the operation of facilities on the other Party's system.

6.4 Each Party will provide the reactive requirements for its system as required by the PUCT Substantive Rules or in accordance with the ERCOT Operating Guides and ERCOT Protocols.

6.5 During periods of emergency conditions declared by ERCOT or as necessary to restore customer service, either Party may operate equipment that is normally operated by the other Party, provided that authorization to do so must first be received from the Party that normally operates the equipment, such authorization not to be unreasonably withheld or delayed. It shall be considered reasonable for the Party that normally operates such equipment to deny such a request by the other Party if the withholding Party will provide such operation within the time frame called for in the circumstances. Such operations by the other Party will be at no cost to the owner or normal operator of the equipment.

6.6 Each Party will determine the operating limits of the facilities that it owns and the operating Party of those facilities will not exceed those limits without prior approval of the Party owning the facilities.

6.7 The operation of either Party's facilities shall not cause a synchronous interconnection between ERCOT and any other transmission facilities operated outside of ERCOT. Any such interconnection will give either Party the right to immediately disconnect the effected Point(s) of Interconnection until such interconnection is removed.

ARTICLE VII - RIGHTS OF ACCESS, EQUIPMENT INSTALLATION, AND REMOVAL

7.1 Each Party shall permit duly authorized representatives and employees of the other Party to enter upon its premises for the purpose of inspecting, testing, repairing, renewing or exchanging any or all of the equipment owned by such other Party that is located on such premises or for the purpose of performing any work necessary in the performance of this Agreement.

7.2 Each Party grants to the other permission to install, maintain, and/or operate, or cause to be installed, maintained, and/or operated, on its premises, the necessary equipment, apparatus and devices required for the performance of this Agreement. Any such installation, maintenance, and operation to be performed, except in the case of emergencies, shall be performed only after a schedule of such activity has been submitted and agreed upon by the Parties.

7.3 Any and all equipment, apparatus, and devices placed or installed, or caused to be placed or installed by one Party on, or in, the premises of the other Party, shall be and remain the property of the Party owning and installing such equipment, apparatus, devices, or facilities, regardless of the mode and manner of annexation or attachment to real property.

7.4 Each Party shall clearly mark their respective equipment, apparatus, devices or facilities with appropriate ownership identification.

7.5 Either Party may request the other Party to upgrade or modify its terminal facilities at a Point of Interconnection in accordance with the other Party's standard design of equipment. Such request shall not be unreasonably denied.

ARTICLE VIII – METERING AND RECORDS

8.1 Metering locations, voltages, and ownership shall be as set forth in the Facilities Schedules attached hereto and made a part hereof. All metering equipment required herein shall be selected, installed, tested, operated, and maintained by the Party owning such metering equipment in accordance with Good Utility Practice, applicable ERCOT Operating Guides, and the ERCOT Protocols.

8.2 The Party that does not own the metering equipment shall be permitted to witness any testing, inspection, maintenance, or alteration of such metering equipment owned by the other Party. The owner of such equipment shall give reasonable advance notice of all tests and inspections so that representatives of the other Party may be present. After proper notification to the other Party, the owner may proceed with the scheduled tests or inspections regardless of whether a witness is present.

8.3 If any test or inspection of metering equipment shows that it does not meet the accuracy requirements established by ERCOT Operating Guides and ERCOT Protocols, the meter or

other equipment found to be inaccurate or defective shall be promptly repaired, adjusted, or replaced by the owner. Should metering equipment fail to register, the power and energy delivered and received shall be determined in accordance with ERCOT Operating Guides and the ERCOT Protocols

ARTICLE IX – COMMUNICATION AND TELEMETERING FACILITIES

9.1 Each Party shall provide, at its own expense, the necessary communication and telemetering facilities needed for the control and operation of its transmission and/or distribution system.

9.2 All communication and telemetering facilities required herein shall be selected, installed, tested, operated, and maintained by the Party owning such equipment in accordance with Good Utility Practice, applicable ERCOT Operating Guides, and the ERCOT Protocols.

ARTICLE X - INDEMNIFICATION

10.1 EACH PARTY SHALL INDEMNIFY, DEFEND, AND SAVE HARMLESS THE OTHER PARTY, ITS DIRECTORS, OFFICERS, AND EMPLOYEES FROM ANY AND ALL DAMAGES, LOSSES, CLAIMS, INCLUDING CLAIMS AND ACTIONS RELATING TO INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO PROPERTY, DEMANDS, SUITS, RECOVERIES, COSTS AND EXPENSES, COURT COSTS, ATTORNEY FEES, AND ALL OTHER OBLIGATIONS BY OR TO THIRD PARTIES, ARISING OUT OF OR RESULTING FROM NEGLIGENCE OR OTHER FAULT IN THE DESIGN, CONSTRUCTION, OR OPERATION OF THEIR RESPECTIVE FACILITIES DURING THE PERFORMANCE OF THIS AGREEMENT, EXCEPT IN CASES OF GROSS NEGLIGENCE OR INTENTIONAL WRONGDOING BY THE OTHER PARTY, ITS DIRECTORS, OFFICERS AND EMPLOYEES.

ARTICLE XI – NOTICES

11.1 Notices of any kind, including but not limited to a notice of termination, a request for amendment, a change to a Point of Interconnection, or a request for a new Point of Interconnection, shall be forwarded to the designees listed below for each Party and shall be deemed properly given if delivered in writing to the following:

(a) Brazos Electric:

Manager – System Planning
Brazos Electric Power Cooperative, Inc.
PO Box 2585
Waco, TX 76702-2585

(b) LCRA TSC

Manager, Transmission Engineering
LCRA Transmission Services Corporation
P.O. Box 220
Austin, TX 78767-0220

11.2 The above listed names, titles, and addresses of either Party may be changed upon written notification to the other Party.

ARTICLE XII - SUCCESSORS AND ASSIGNS

12.1 Subject to the provisions of Section 12.2 below, this Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the respective Parties.

12.2 Neither Party shall assign its interest in this Agreement in whole or in part without the prior written consent of the other Party. Such consent shall not be unreasonably withheld, provided that neither Party will be required to consent to any assignment which would, in its sole judgment and among other reasons, subject it to additional federal or state regulation, result in the imposition of additional costs of administration which the Party requesting assignments does not agree to reimburse, or in any way diminish the reliability of its system, enlarge its obligations or otherwise create or maintain an unacceptable condition. The respective obligations of the Parties under this Agreement may not be changed, modified, amended, or enlarged, in whole or in part, by reason of the sale, merger, or other business combination of either Party with any other person or entity. Notwithstanding the foregoing, a Party may assign, without the consent of the other Party, all of its interest in this Agreement, (1) to a successor to all of the Party's transmission and distribution business; or (2) in connection with any financing or financial arrangements.

12.3 Notwithstanding the provisions of Section 12.2, Brazos Electric, without the approval of LCRA TSC, may assign, transfer, mortgage or pledge this Agreement to create a security interest for the benefit of the United States of America, acting through the Administrator of the Rural Utilities Service ("Administrator"). Thereafter, the Administrator, without the approval of LCRA TSC, may (i) cause this Agreement (and all obligations hereunder) to be sold, assigned, transferred or otherwise disposed of to a third party pursuant to the terms governing such security interest, or (ii) if the Administrator first acquires this Agreement pursuant to 7 U.S.C, 907, sell, assign, transfer or otherwise dispose of this Agreement (and all obligations hereunder) to a third party; provided, however, that in either case (a) if Brazos Electric is in default of its obligations to the Administrator that are secured by such security interest, the Administrator shall have given LCRA TSC prompt notice of such default; and (b) the Administrator shall have given LCRA TSC thirty (30) days' prior notice of its intention to sell, assign, transfer or otherwise dispose of this Agreement (and all obligations hereunder) indicating the identity of the intended third-party assignee or purchaser. No permitted sale, assignment, transfer or other disposition shall release or discharge Brazos Electric from its obligations under this Agreement.

12.4 The several provisions of this Agreement are not intended to and shall not create rights of any character whatsoever in favor of any persons, corporations, or associations other than the Parties to this Agreement, and the obligations herein assumed are solely for the use and benefit of the Parties to this Agreement.

ARTICLE XIII – GOVERNING LAW AND REGULATION

13.1 This Agreement was executed in the State of Texas and must in all respects be governed by, interpreted, construed, and enforced in accordance with the laws thereof without regard to conflicts of law principles, except as to matters exclusively controlled by the Constitution and statutes of the United States of America. This Agreement is subject to all valid applicable federal, state, and local laws, ordinances, and rules and regulations of duly constituted regulatory authorities having jurisdiction.

13.2 This Agreement and all obligations hereunder, are expressly conditioned upon obtaining approval or authorization or acceptance for filing by any regulatory body, whose approval, authorization or acceptance for filing is required by law. Both Parties hereby agree to support the approval of this Agreement before such regulatory authority and to provide such documents, information, and opinions as may be reasonably required or requested by either Party in the course of approval proceedings. This Agreement is subject to the approval in writing of the Rural Utilities Service.

13.3 In the event that a regulatory authority having jurisdiction over the Parties orders a change in the terms of this Agreement, the Parties agree to negotiate in good faith a replacement term that will most nearly accomplish the purpose and intent of the original term consistent with the regulatory order. If the Parties cannot reach an agreement over the new term and if the old term is an essential provision of this Agreement, either Party may elect to terminate this Agreement by providing to the other Party sixty (60) days prior written notice of such election. An election to terminate under this provision shall not affect either Party's duty to perform prior to the effective date of termination.

13.4 In the event any part of this Agreement is declared invalid by a court of competent jurisdiction, the remainder of said Agreement shall remain in full force and effect and shall constitute a binding agreement between the Parties provided, however, that if either Party determines, in its sole discretion, that there is a material change in this Agreement by reason of any provision or application being finally determined to be invalid, illegal, or unenforceable, the Parties agree to negotiate in good faith a replacement term that is valid, legal and enforceable and that will most nearly accomplish the purpose and intent of the original term declared to be invalid, illegal or unenforceable. If the Parties cannot reach an agreement over the new term and if the old term is an essential provision of this Agreement, either Party may terminate this Agreement by providing to the other Party sixty (60) days prior written notice of such election. An election to terminate under this provision shall not affect either Party's duty to perform prior to the effective date of termination.

ARTICLE XIV – DEFAULT AND FORCE MAJEURE

14.1 Neither Party shall be considered in default with respect to any obligation hereunder, other than the payment of money, if prevented from fulfilling such obligations by reason of any cause beyond its reasonable control, including, but not limited to, outages or interruptions due to weather, accidents, equipment failures or threat of failure, strikes, civil unrest, injunctions or order of governmental authority having jurisdiction. If performance by either Party has been prevented by such event, the affected Party shall promptly and diligently attempt to remove the cause of its failure to perform, except that neither Party shall be obligated to agree to any quick settlement of any strike or labor disturbance, which, in the affected Party's opinion, may be inadvisable or detrimental, or to appeal from any administrative or judicial ruling.

ARTICLE XV - TERMINATION ON DEFAULT

15.1 Should either of the Parties hereto violate any material provisions of this Agreement, the other Party shall give written notice ("Notice of Violation") to the violating Party specifying the violation. Upon actual receipt of the Notice of Violation, such Party shall have one hundred eighty (180) days to correct such violation. In the event such violation of this Agreement is not corrected by the expiration of said one hundred eighty (180) days, this Agreement, subject to the applicable regulations of any jurisdictional regulatory authority, may be terminated by the non-violating Party giving to the violating Party no less than sixty (60) days written notice of the non-violating Party's intention to terminate, but no other remedy or remedies, available under the law, for such violation shall be limited in any way because of this provision or the exercise of the right conferred in this Section 15.1.

15.2 The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of this Agreement will not be considered to waive the obligations, rights, or duties imposed upon the Parties by this Agreement.

ARTICLE XVI - MISCELLANEOUS PROVISIONS

16.1 Any undertaking by a Party to the other Party under this Agreement shall not constitute the dedication of the electrical system or any portion thereof of that Party to the public or to the other Party, and it is understood and agreed that any such undertaking shall cease upon the termination of this Agreement.

16.2 Neither Party shall be liable to the other for any indirect, consequential, incidental, punitive, or exemplary damages.

16.3 This Agreement shall not affect the obligations or rights of either Party with respect to other agreements. Both Parties to this Agreement represent that there is no agreement or other obligation binding upon it, which, as such Party is presently aware, would limit the effectiveness or frustrate the purpose of this Agreement.

16.4 This Agreement may be amended only upon mutual agreement of the Parties, which amendment will not be effective until reduced in writing and executed by the Parties.

16.5 The descriptive headings of the various sections of this Agreement have been inserted for convenience of reference only and are to be afforded no significance in the interpretation or construction of this Agreement.

16.6 This Agreement will be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Interconnection Agreement between LCRA Transmission Services Corporation and Brazos Electric Power Cooperative, Inc. to be executed in two (2) counterparts, each of which shall constitute an original, on the day and year first written above.

BRAZOS ELECTRIC POWER COOPERATIVE, INC.

By: _____
Clifton Karnei
Executive Vice President and General Manager

Date: 5/4/07

LCRA TRANSMISSION SERVICES CORPORATION

By: _____
~~Ross Phillips~~ **Stuart Nelson**
Acting Vice President and Chief Operating Officer

Date: 5/23/07

EXHIBIT A

FACILITY SCHEDULE NO.	LOCATION OF POINT(S) OF INTERCONNECTION	INTERCONNECTION VOLTAGE (kV)	EFFECTIVE DATE OF INTERCONNECTION
1	Adamsville	12.5 kV	
2	Evant	12.5 kV	
3	Goldthwaite	12.5 kV	
4	Kempner	138 kV	
5	Lometa	12.5 kV	
6	Gabriel	69 kV	
7	Marion	345 kV	

FACILITY SCHEDULE NO. 1

1. **Name: Adamsville**

2. **Facility Location:** The Adamsville Substation is located on FM 1690, 0.9 miles east of US Hwy 281 in Lampasas County, Texas. The Substation is located in the LCRA TSC Lampasas – Goldthwaite 138 kV transmission line, (T-128). The Points of Interconnection at Adamsville Substation are generally described as:

   - where the LCRA TSC jumpers, from the LCRA TSC 12.5 kV operating and transfer buses, connect to Brazos Electric's disconnect switches in bay 4.
   - where the LCRA TSC jumpers, from the LCRA TSC 12.5 kV operating and transfer buses, connects to Brazos Electric's disconnect switches in bay 2.

3. **Transformation Service provided by LCRA TSC (check one):** Yes X No ___

4. **Metering Service provided by LCRA TSC (check one):** Yes X No ___

5. **Delivery Voltage:** 12.5 kV

6. **Metering (voltage, location, loss adjustments, if any, due to location, other):** 12.5 kV, at the Adamsville Substation on the load side of the station regulators. Metering CT's are located on the low voltage bus. The metering equipment provided herein will be in accordance with the applicable requirements of the ERCOT Operating Guides, or its successor in function, and the ERCOT Protocols.

7. **Normal Operation of Interconnection (check one):** Open __ Closed X

8. **One-line Diagram attached (check one):** Yes X No__

9. **Description of Facilities owned:**

   LCRA TSC owns: (see attached one-line for details)
   - Adamsville Substation land
   - LCRA TSC 138 kV transmission line from Adamsville to Lampasas (T-128)
   - LCRA TSC 138 kV transmission line from Adamsville to Evant (T-128)
   - Three 138 kV auto-sectionalizing switches
   - 138 kV fuse F-1 and two power transformer surge arrestors
   - One 138/13.09 kV 4.7 MVA three phase power transformer
   - 12.5 kV distribution bay 3 including buswork, 12.5 kV hook stick switches, and three single phase 167 kVA voltage regulators.
   - Structures, foundations, operating and transfer buses for all distribution bays.
   - Metering current transformer CT-1
   - Metering potential transformer PT-1 and fuse F-3
   - Station service transformer SS-1 and fuse F-2

- Control / metering house with air conditioner and appurtenances

Brazos Electric owns: (see attached one-line for details)

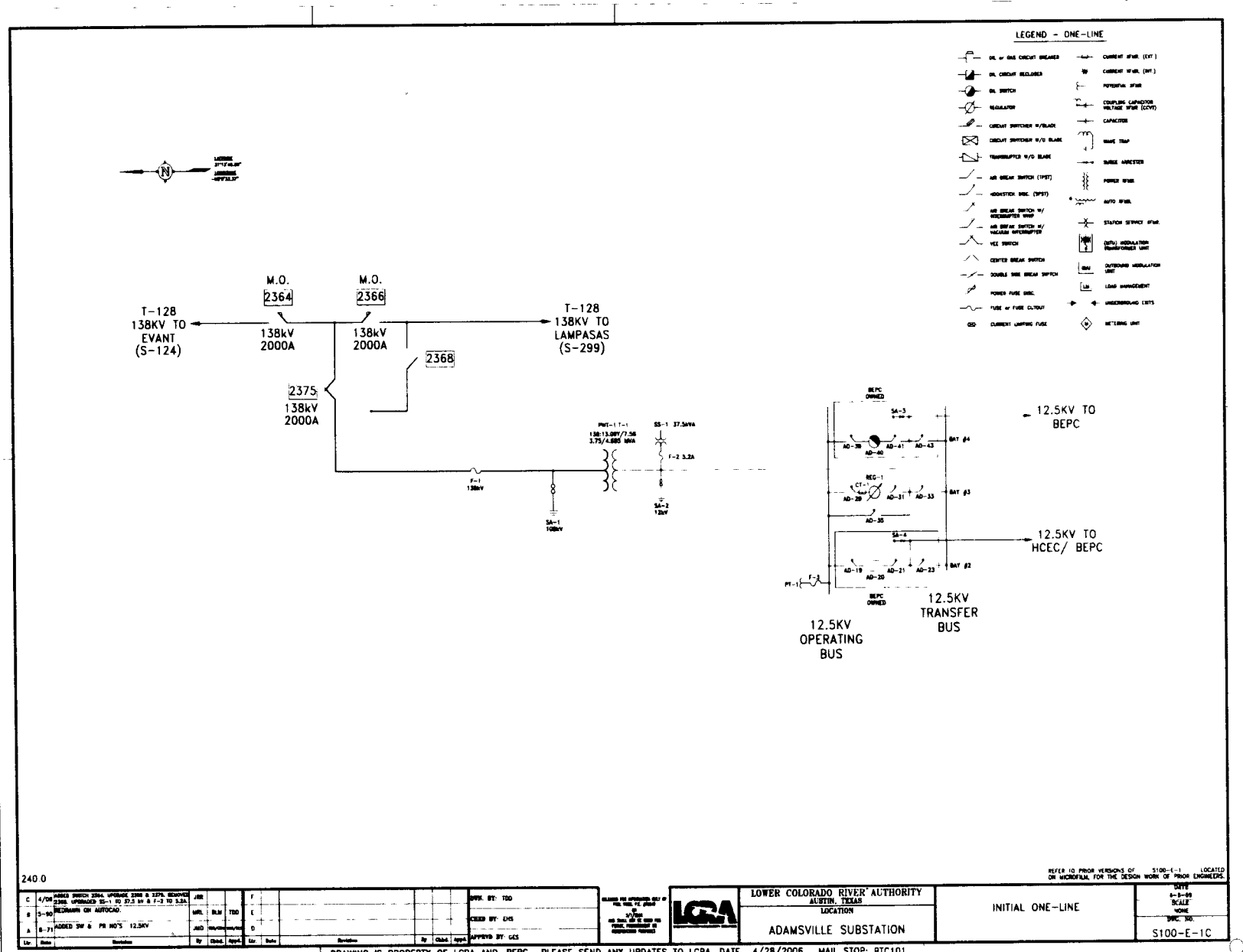
- Breakers, breaker foundations, breaker jumpers, feeder bay switches, surge arrestors and feeder buswork in bays 2 and 4.

10. **Cost responsibility of each Party:** Each Party will be responsible for costs associated with the facilities they own as identified in item 9 above.

11. **Operation and maintenance responsibility of each Party:** Each Party will be responsible for the operation of the facilities it owns. Maintenance of any facilities by either Party that will cause a deviation from normal power and energy flow at the Point of Interconnection will be scheduled at a mutually agreeable time. Brazos Electric shall have access into the substation for the purpose of operating and maintaining Brazos Electric facilities in accordance with this facility schedule. The substation control house and the gate to the substation will be double-locked with the locks of both Parties.

12 **Maintenance Responsibilities of Each Party:** Each Party will be responsible for the maintenance of the facilities it owns.

13. **Other Terms and Conditions:** None


LEGEND - ONE-LINE
M.O.
2364
M.O.
2366
T-128
138KV TO
EVANT
(S-124)
138kV
2000A
138kV
2000A
T-128
138KV TO
LAMPASAS
(S-299)
2368
2375
138kV
2000A
12.5KV TO
BEPC
12.5KV TO
HCEC/ BEPC
12.5KV
OPERATING
BUS
12.5KV
TRANSFER
BUS
240.0
DRAWING IS PROPERTY OF LCRA AND BEPC PLEASE SEND ANY UPDATES TO LCRA. DATE 4/28/2006 MAIL STOP: BTC101
LOWER COLORADO RIVER AUTHORITY
AUSTIN, TEXAS
LOCATION
ADAMSVILLE SUBSTATION
INITIAL ONE-LINE
S100-E-1C

FACILITY SCHEDULE NO. 2

1. **Name: Evant**

2. **Facility Location:** The Evant Substation is located west of US Hwy 281 and approximately 24 miles north of Lampasas, Texas in the LCRA TSC Lampasas – Goldthwaite 138 kV transmission line (T-128), near Evant in Lampasas County, Texas. The Points of Interconnection at Evant Substation are generally described as:

   - where the LCRA TSC 12.5 kV operating and transfer buses in bay 6 connect to the Brazos Electric 12.5 kV operating and transfer buses in bay 7.
   - where the LCRA TSC jumpers, from the LCRA TSC 12.5 kV operating and transfer buses, connect to Brazos Electric's disconnect switches in bay 5.
   - where the LCRA TSC jumpers, from the LCRA TSC 12.5 kV operating and transfer buses, connect to Brazos Electric's disconnect switches in bay 6.

3. **Transformation Service provided by LCRA TSC (check one):** Yes X No___

4. **Metering Service provided by LCRA TSC (check one)**: Yes X No___

5. **Delivery Voltage:** 12.5 kV

6. **Metering (voltage, location, loss adjustments, if any, due to location, other)**: 12.5 kV, at the Evant Substation which will be located on the load side of the station regulators that feed the 12.5 kV operating bus. The metering equipment provided herein will be in accordance with the applicable requirements of the ERCOT Operating Guides, or its successor in function, and the ERCOT Protocols.

7. **Normal Operation of Interconnection (check one):** Open __ Closed X

8. **One-Line diagram attached (check one):** Yes X No__

9. **Description of Facilities owned by each Party:**

   LCRA TSC owns: (see attached one-line for details)
   - Evant substation land
   - LCRA TSC 138 kV transmission line from Evant to Goldthwaite (T-128)
   - LCRA TSC 138 kV transmission line from Evant to Adamsville (T-128)
   - Three 138 kV auto-sectionalizing switches
   - 138 kV fuse F-1 and two power transformer surge arrestors
   - One 138 /13.09 kV 8.4 MVA three phase power transformer
   - 12.5 kV distribution bay 4 including buswork, 12.5 kV hook stick switches and three single phase 333 kVA voltage regulators.

- Structures, foundations, operating and transfer buses, for all distribution bays except distribution bay 7.
- Metering current transformers CT-1, CT-2, CT-3 and CT-4
- Metering potential transformer PT-1 and fuse F-3
- Station service transformer SS-1 and fuse F-2
- Control / metering house with air conditioner and appurtenances

Brazos Electric owns: (see attached one-line for details)

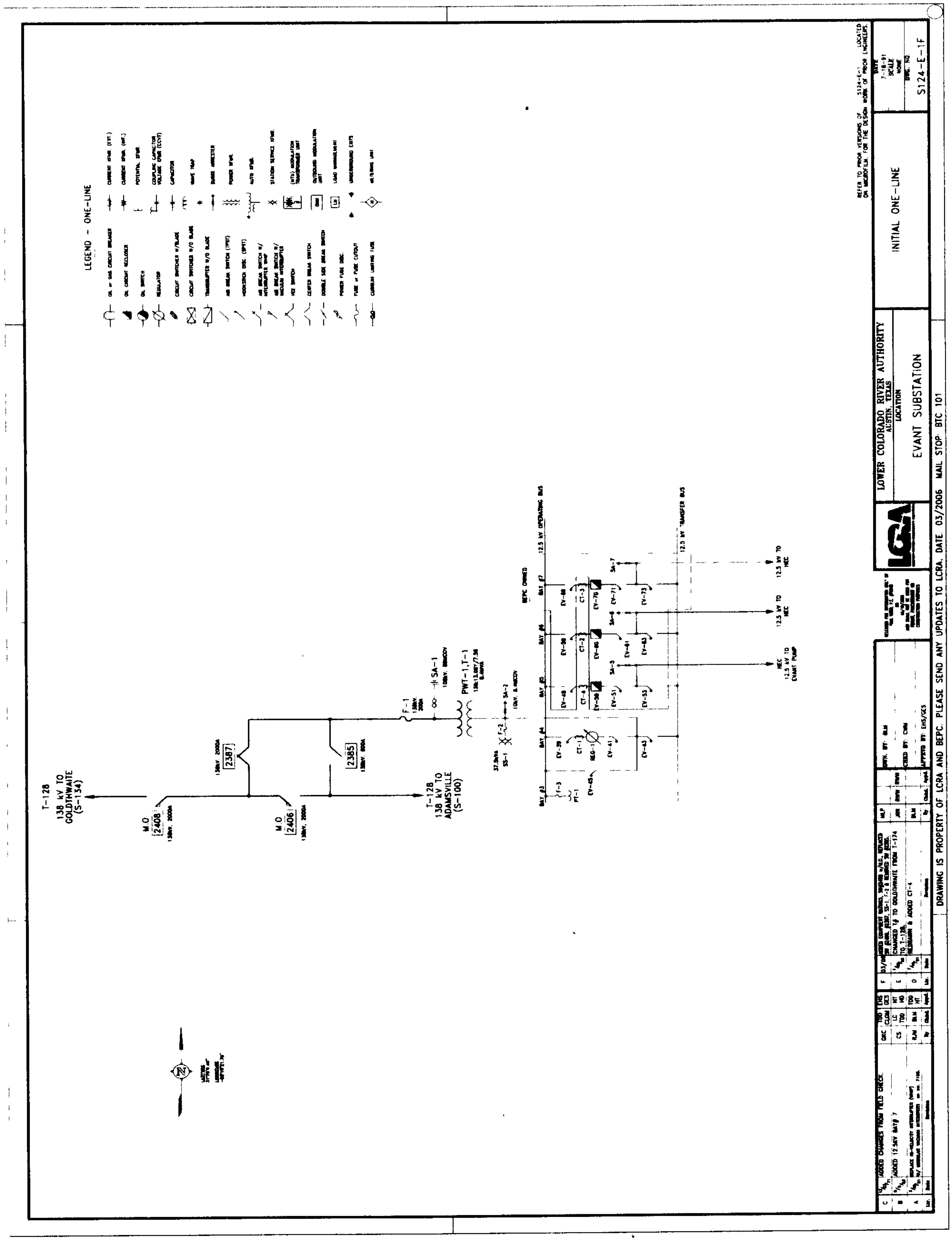
- Breakers, breaker foundations, breaker jumpers, feeder bay switches, surge arrestors and feeder buswork in bays 5 and 6.
- 12.5 kV distribution bay 7 including structures, foundations, operating and transfer buses, breaker, switches, and surge arrestors.

10. **Cost Responsibility of each Party**: Each Party will be responsible for costs associated with the facilities they own as identified in item 9 above.

11. **Operational Responsibilities of Each Party:** Each Party will be responsible for the operation of the facilities it owns. No change will be made in the normal operation of the Points of Interconnection without the mutual agreement of the Parties. Maintenance of any facilities by either Party that will cause a deviation from normal power and energy flow at the Points of Interconnection will be scheduled at a mutually agreeable time. Brazos Electric shall have access into the substation for the purpose of operating and maintaining Brazos Electric facilities in accordance with this facility schedule. The substation control house and the gate to the substation will be double-locked with the locks of both Parties.

12 **Maintenance Responsibilities of Each Party:** Each Party will be responsible for the maintenance of the facilities it owns.

13. **Other Terms and Conditions:** None


LEGEND - ONE-LINE
T-128
138 kV TO GOLDTHWAITE (S-134)
T-128
138 kV TO ADAMSVILLE (S-100)
2408
2406
2387
2385
PWT-1,T-1
LOWER COLORADO RIVER AUTHORITY
AUSTIN, TEXAS
EVANT SUBSTATION
INITIAL ONE-LINE
S124-E-1F
DRAWING IS PROPERTY OF LCRA AND BEPC. PLEASE SEND ANY UPDATES TO LCRA. DATE 03/2006 MAIL STOP BTC 101

FACILITY SCHEDULE NO. 3

1. **Name: Goldthwaite**

2. **Facility Location:** The Goldthwaite Substation is located on US Hwy 183 one mile south of Goldthwaite, Mills County, Texas. The Points of Interconnection at Goldthwaite Substation are generally described as:

   - where the LCRA TSC 12.5 kV operating and transfer buses in Bay 1 connect to the Brazos Electric 12.5 kV operating and transfer buses in Bay 2.
   - where the Brazos Electric 12.5 kV operating and transfer buses in Bay 3 connects to the LCRA TSC operating and transfer buses in Bay 4.
   - where the LCRA TSC jumpers, from the LCRA TSC 12.5 kV operating and transfer buses, connect to Brazos Electric's disconnect switches in bay 1.

3. **Transformation Service provided by LCRA TSC (check one):** Yes X No ___

4. **Metering Service provided by LCRA TSC (check one):** Yes X No ___

5. **Delivery voltage:** 12.5 kV

6. **Metering (voltage, location, loss adjustments, if any, due to location, other):** 12.5 kV, at the distribution bus on the load side of the distribution voltage regulators. The metering equipment provided herein will be in accordance with the applicable requirements of the ERCOT Operating Guides, or its successor in function, and the ERCOT Protocols.

7. **Normal Operation of Interconnection (check one):** Open __ Closed X

8. **One-line Diagram attached (check one):** Yes X No__

9. **Description of Facilities owned:**

   LCRA TSC owns: (see attached one-line for details)
   - Goldthwaite Substation land
   - 69 kV transmission equipment
   - 138 kV transmission equipment
   - One 138/69 kV 25 MVA autotransformer
   - One 138X69/13.09 kV 12 MVA three phase power transformer
   - One circuit switcher with bypass switch and control panel
   - Two Power transformer surge arrestors
   - Relaying current transformers CT-7, CT-8, and CT-9
   - Metering current transformers CT-1, CT-2, CT-3, CT-4, CT-5 and CT-6
   - Metering potential transformers, PT-3 and fuse F-2

- Station service transformers SS-1 and SS-2 and fuses F-1 and F-3.
- Control / metering house with air conditioner and appurtenances
- 12.5 kV distribution bay 4 including buswork, 12.5 kV hook stick switches and three single phase 1250 kVA voltage regulators
- Breakers, breaker foundations, breaker jumpers, feeder bay switches, surge arrestors and feeder buswork in distribution bays 5 and 6.
- Structures, foundations, operating and transfer buses for all distribution bays except bays 2 and 3.

Brazos Electric owns: (see attached one-line for details)

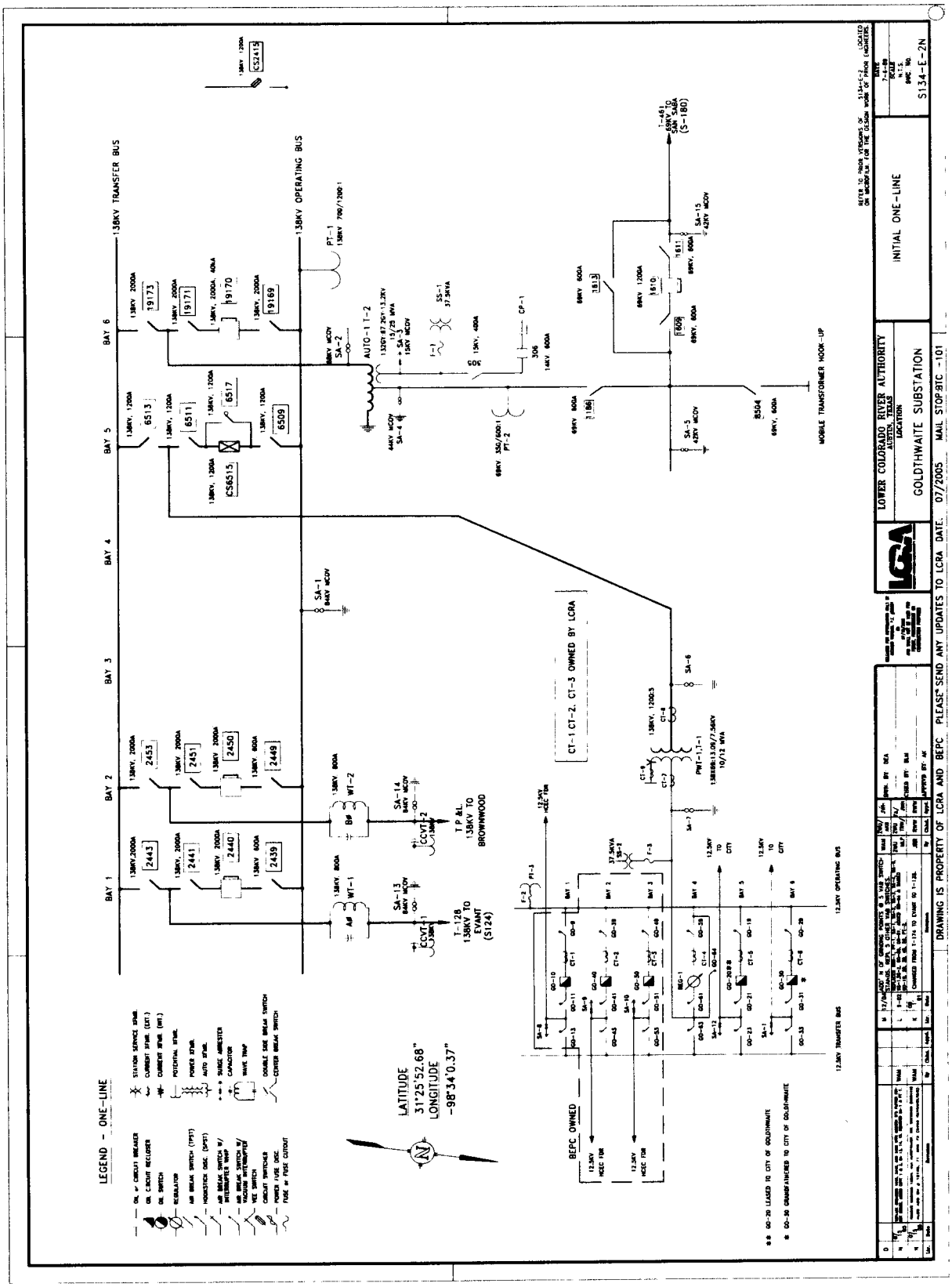
- 12.5 kV distribution bays 2 and 3 including structures, foundations, operating and transfer buses, breakers, switches, and surge arrestors.
- Breaker, breaker foundation, breaker jumpers, feeder bay switches, surge arrestors and feeder buswork in distribution bay 1.

10. **Cost Responsibility of each Party:** Each Party will be responsible for costs associated with the facilities they own or lease as identified in item 9 above.

11. **Operational Responsibilities of Each Party:** Each Party will be responsible for the operation of the facilities it owns. No change will be made in the normal operation of the Points of Interconnection without the mutual agreement of the Parties. Maintenance of any facilities by either Party that will cause a deviation from normal power and energy flow at the Points of Interconnection will be scheduled at a mutually agreeable time. Brazos Electric shall have access into the substation for the purpose of operating and maintaining Brazos Electric facilities in accordance with this facility schedule. The substation control house and the gate to the substation will be double-locked with the locks of both Parties.

12. **Maintenance Responsibilities of Each Party:** Each Party will be responsible for the maintenance of the facilities it owns.

13. **Other Terms and Conditions:** None


LOWER COLORADO RIVER AUTHORITY
AUSTIN, TEXAS
LOCATION
GOLDTHWAITE SUBSTATION
INITIAL ONE-LINE
S134-E-2N
07/2005
MAIL STOP BTC -101
DRAWING IS PROPERTY OF LCRA AND BEPC PLEASE SEND ANY UPDATES TO LCRA DATE:
LEGEND - ONE-LINE
LATITUDE
31°25'52.68"
LONGITUDE
-98°34'0.37"
BAY 1
BAY 2
BAY 3
BAY 4
BAY 5
BAY 6
138KV TRANSFER BUS
138KV OPERATING BUS
CT-1 CT-2, CT-3 OWNED BY LCRA
BEPC OWNED
MOBILE TRANSFORMER HOOK-UP
T-128
138KV TO
EVANT
(S124)
T-461
138KV TO
SAN SABA
(S-180)
T P &L
138KV TO
BROWNWOOD

FACILITY SCHEDULE NO. 4

1. **Name:** **Kempner**

2. **Facility Location:** The Kempner Substation is located at 5163 CR 3050 approximately 8 miles east of the city of Lampasas, Lampasas County, Texas. The Points of Interconnection at Kempner Substation are generally described as:

   - where the Brazos Electric jumper from disconnect switch 3792 connects to the LCRA TSC transmission line dead end clamp.
   - where the Brazos Electric jumper from disconnect switch 3784 connects to the LCRA TSC transmission line dead end clamp.

3. **Transformation Service provided by LCRA TSC (check one):** Yes ___ No _X_

4. **Metering Service provided by LCRA TSC (check one):** Yes X No ___

5. **Delivery Voltage: 138 kV**

6. **Metering (voltage, location, loss adjustments, if any, due to location, other):** 24.9 kV on the bus between the station regulators and the distribution operating bus. The metering equipment provided herein will be in accordance with the applicable requirements of the ERCOT Operating Guides, or its successor in function, and the ERCOT Protocols.

7. **Normal Operation of Interconnection (check one):** Open __ Closed X

8. **One-line Diagram attached (check one):** Yes X No __

9. **Description of Facilities owned:**

   LCRA TSC owns the following (see attached one-line for details);
   - Kempner substation property.
   - Transmission lines, conductors, and shield wire necessary to terminate the transmission lines on the in-line structure
   - One 138 kV, 1200A disconnect switch #3796 with interrupters, line jumpers, and connectors
   - Metering panel

   Brazos Electric owns the following (see attached one-line for details);
   - In-line structure to terminate the transmission lines in the substation
   - All structures, hardware, buswork, conduit, cable, grounding, foundations, earthwork, and fencing for the substation except where identified above as LCRA TSC owned.

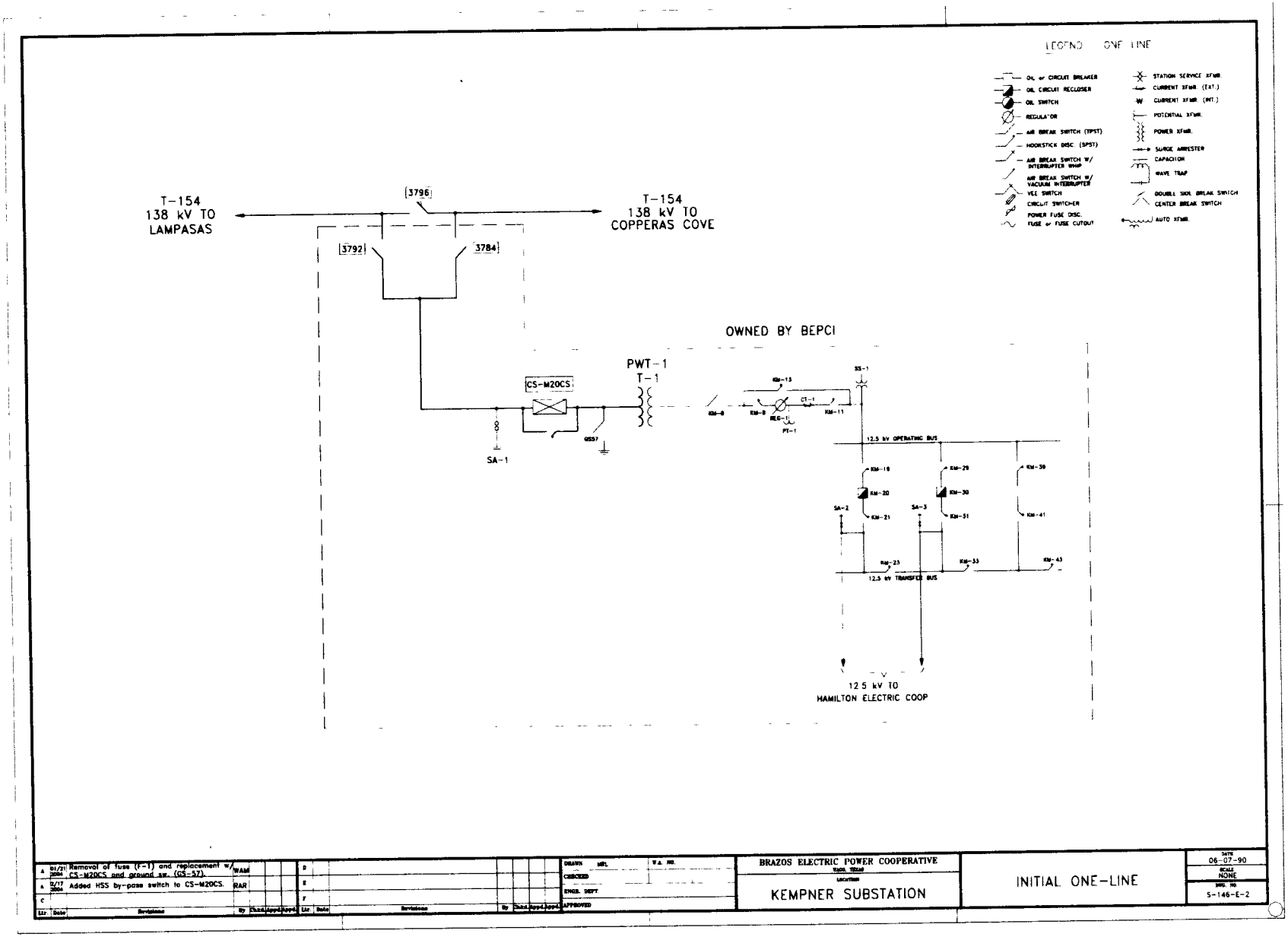
- Two 138 kV, 1200A disconnect switches #3792 and #3784, jumpers, hardware, connectors, and associated buswork
- One 138 kV circuit switcher and bypass switch
- One 138 kV ground switch
- One main transformer with protective relaying
- Two 25 kV circuit breakers (KM-20, KM-30) and associated disconnect switches
- One future distribution bay and associated disconnect switches
- Three transfer bus sectionalizing switches
- Three 7.6 kV voltage regulators and associated disconnect switches
- Power surge arrestor SA-1
- Three 12.5 kV surge arrestors
- Three potential transformers(PT-1) and three current transformers (CT-1) connected to the low-side bus of the substation
- Station service transformer SS-1
- Telemetry equipment and associated communication facilities between the substation and Brazos Electric's control center in Waco, Texas, including SCADA and associated communication equipment to monitor and control facilities in the substation from Brazos Electric's control center.
- Control house.
- Lease of property to accommodate facilities for the substation according to separate agreement titled "Electric Substation Lease Agreement"

10. **Cost Responsibility of each Party:** Each Party will be responsible for costs associated with the facilities they own or lease as identified in item 9 above.

11. **Operational Responsibilities of Each Party:** Each Party will be responsible for the operation of the facilities it owns except LCRA TSC has operational control of the Brazos Electric 138 kV disconnect switches #3792 and #3784. Maintenance of any facilities by either Party that will cause a deviation from normal power and energy flow at the Points of Interconnection will be scheduled at a mutually agreeable time. LCRA TSC shall have access into the substation for the purpose of operating and maintaining LCRA TSC facilities in accordance with this facility schedule. The substation control house, and the gate to the substation will be double-locked with the locks of both Parties.

12. **Maintenance Responsibilities of Each Party:** Each Party will be responsible for the maintenance of the facilities it owns.

13. **Other terms and conditions:** None


LEGEND ONE LINE
OIL or CIRCUIT BREAKER
OIL CIRCUIT RECLOSER
OIL SWITCH
REGULATOR
AIR BREAK SWITCH (TPST)
HOOKSTICK DISC. (SPST)
AIR BREAK SWITCH W/ INTERRUPTER WHIP
AIR BREAK SWITCH W/ VACUUM INTERRUPTER
VEE SWITCH
CIRCUIT SWITCHER
POWER FUSE DISC.
FUSE or FUSE CUTOUT
STATION SERVICE XFMR.
CURRENT XFMR (EXT.)
CURRENT XFMR (INT.)
POTENTIAL XFMR.
POWER XFMR.
SURGE ARRESTER
CAPACITOR
WAVE TRAP
DOUBLE SIDE BREAK SWITCH
CENTER BREAK SWITCH
AUTO XFMR.
T-154
138 kV TO
LAMPASAS
3796
3792
3784
T-154
138 kV TO
COPPERAS COVE
OWNED BY BEPCI
PWT-1
T-1
CS-M20CS
SA-1
GSS7
SS-1
KM-15
CT-1
KM-8
KM-11
REG-1
PT-1
12.5 kV OPERATING BUS
KM-19
KM-20
KM-21
KM-29
KM-30
KM-31
KM-39
KM-41
SA-2
SA-3
KM-23
KM-33
KM-43
12.5 kV TRANSFER BUS
12.5 kV TO
HAMILTON ELECTRIC COOP
A 10/21/2004 Removal of fuse (F-1) and replacement w/ CS-M20CS and ground sw. (GS-52). WAM
A 2/17/2004 Added HSS by-pass switch to CS-M20CS. RAR
DRAWN MRL
CHECKED
ENGR. DEPT
APPROVED
BRAZOS ELECTRIC POWER COOPERATIVE
WACO, TEXAS
KEMPNER SUBSTATION
INITIAL ONE-LINE
DATE 06-07-90
SCALE NONE
DRG. NO. S-146-E-2

FACILITY SCHEDULE NO. 5

1. **Name: Lometa**

2. **Facility Location:** The Lometa Substation is located on E. Railway Street in Lometa, Lampasas County, Texas. The substation is located in the LCRA TSC Lampasas - Goldthwaite 69 kV transmission line, (T-138). The Points of Interconnection at Lometa Substation are generally described as where the jumpers, from the LCRA TSC 12.5 kV distribution totalizing bay operating and transfer buses, connect to the Brazos Electric 12.5 kV distribution bay operating and transfer buses.

3. **Transformation Service provided by LCRA TSC (check one):** Yes X No ___

4. **Metering Service provided by LCRA TSC (check one):** Yes X No ___

5. **Delivery Voltage:** 12.5 kV

6. **Metering (voltage, location, loss adjustments, if any, due to location, other):** 12.5 kV, at the Lometa Substation which will be located at the 12.5 kV bus on the load side of the 69/13.09 kV power transformer. The metering equipment provided herein will be in accordance with the applicable requirements of the ERCOT Operating Guides, or its successor in function, and the ERCOT Protocols.

7. **Normal Operation of Interconnection (check one):** Open __ Closed X

8. **One-line Diagram attached (check one):** Yes X No__

9. **Description of Facilities owned:**

LCRA TSC owns:

- Lometa Substation land
- LCRA TSC 69 kV transmission line from Lometa to Lampasas (T-138).
- LCRA TSC 69 kV transmission line from Lometa to San Saba (T-138).
- Three 69 kV sectionalizing switches
- One circuit switcher with bypass switch and control panel
- One 69/13.09 kV, 10 MVA three phase power transformer.
- Two power transformer surge arrestors
- Relaying current transformers CT-2, CT-3, CT-4 and CT-5
- Metering current transformers CT-1
- Metering potential transformers, PT-1 and fuse F-3
- Station service transformer, SS-1 and fuse F-2
- Control / metering house with air conditioner, 125 Vdc batteries and appurtenances
- Distribution total bay: 12.5 kV bus, hardware, insulators, disconnect switches and structures for totalizing bay.

- Mobile hookup and associated disconnect switch LO-15

Brazos Electric owns:

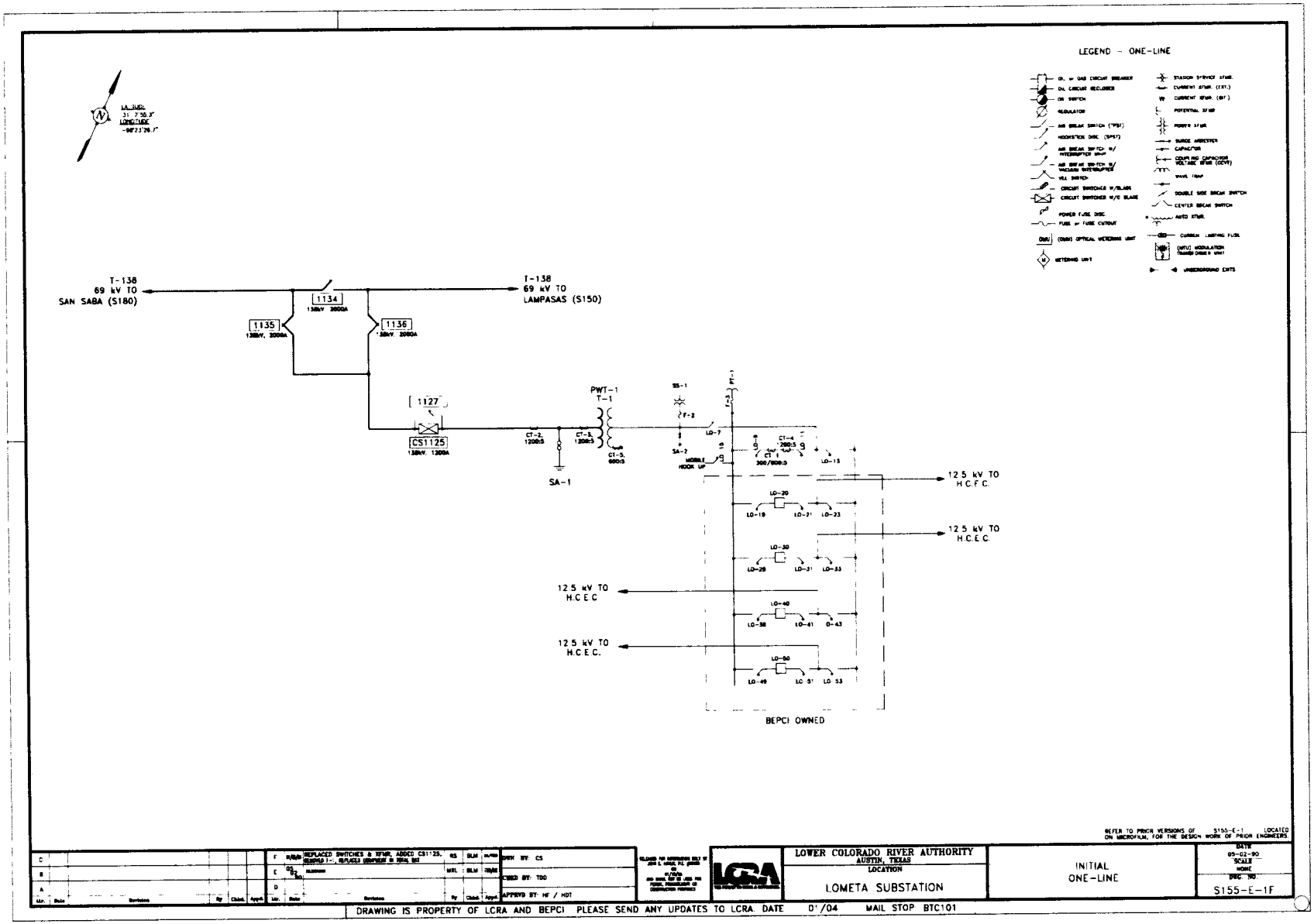
- Four 12.5 kV distribution bays including structures, foundations, operating and transfer buses, breakers (LO-20, LO-30, LO-40, LO-50), switches, surge arrestors, and jumpers.

10. **Cost Responsibility of each Party:** Each Party will be responsible for costs associated with the facilities they own as identified in item 9 above.

11. **Operational Responsibilities of Each Party:** Each Party will be responsible for the operation of the facilities it owns. LCRA TSC's disconnect switches #1134 and #1135will be operated in the normally closed position. LCRA TSC's disconnect switch #1136 will be operated in the normally open position. No change will be made in the normal operation of the Point of Interconnection without the mutual agreement of the Parties. Maintenance of any facilities by either Party that will cause a deviation from normal power and energy flow at the Point of Interconnection will be scheduled at a mutually agreeable time. Brazos Electric shall have access into the substation for the purpose of operating and maintaining Brazos Electric facilities in accordance with this facility schedule. The substation control house, and the gate to the substation will be double-locked with the locks of both Parties.

12. **Maintenance Responsibilities of Each Party:** Each Party will be responsible for the maintenance of the facilities it owns.

13. **Other Terms and Conditions (indicate one):** None


LEGEND - ONE-LINE
T-138
69 kV TO
SAN SABA (S180)
T-138
69 kV TO
LAMPASAS (S150)
1134
1135
1136
1127
CS1125
PWT-1
T-1
SA-1
SA-2
12.5 kV TO
H.C.F.C.
12.5 kV TO
H.C.E.C.
12.5 kV TO
H.C.E.C.
12.5 kV TO
H.C.E.C.
BEPCI OWNED
LOWER COLORADO RIVER AUTHORITY
AUSTIN, TEXAS
LOCATION
LOMETA SUBSTATION
INITIAL
ONE-LINE
DRAWING IS PROPERTY OF LCRA AND BEPCI PLEASE SEND ANY UPDATES TO LCRA DATE 01/04 MAIL STOP BTC101

FACILITY SCHEDULE NO. 6

1. **Name: Gabriel**

2. **Facility Location:** Gabriel Substation is located in Williamson County 2.5 miles northeast of Georgetown, TX, and approximately 0.25 miles east of the intersection of Business IH35 and CR 151, on the south side of CR 151. The Point of Interconnection at the Gabriel Substation is generally described as where jumpers from LCRA TSC's 69 kV bus switch #2073 connects to Brazos Electric's 69 kV Schwertner to Gabriel transmission line ("Transmission Line") that is terminated on LCRA TSC's transmission dead-end structure in the substation.

3. **Transformation Service provided by LCRA TSC (check one):** Yes ___ No _X_

4. **Metering Service provided by LCRA TSC (check one):** Yes ___ No _X_

5. **Delivery Voltage:** 69kV

6. **Metering (voltage, location, loss adjustments, if any, due to location, other):** The LCRA TSC metering uses 69 kV potential and current transformers in the substation. The metering equipment provided herein will be in accordance with the applicable requirements of the ERCOT Operating Guides, or its successor in function, and the ERCOT Protocols.

7. **Normal Operation of Interconnection (check one):** Open __ Closed X

8. **One-line Diagram attached (check one):** Yes X No__

9. **Description of Facilities owned by Each Party:**

LCRA TSC owns: (see attached one-line for details);

- One dead-end structure
- One 138kV to 69kV 40 MVA three phase auto transformer (AUT-1, T-1)
- One 138 kV surge arrestor SA-1
- Two 69 kV surge arrestors SA-2 and SA-12
- One 15kV surge arrestor SA-3
- Station service transformer SS-1 and fuse F-1.
- 69 kV breaker #2050 and protective relaying
- All other structures, hardware, buswork, switches, conduit, cable, and foundations associated with the 69 kV transmission and protection system.
- Disconnect switches 2049, 2051, 2052, 2053 and 2073
- Property to accommodate the substation facilities.
- 69 kV potential transformer PT-5 and current transformers in the substation
- Metering equipment, telemetry equipment, and associated communication facilities between the substation and LCRA TSC's control center, including SCADA and

associated communication equipment to monitor and control facilities in the substation from LCRA TSC's control center, and one communication port in LCRA TSC's RTU for Brazos Electric's use.

Brazos Electric owns: (see attached one-line for details):

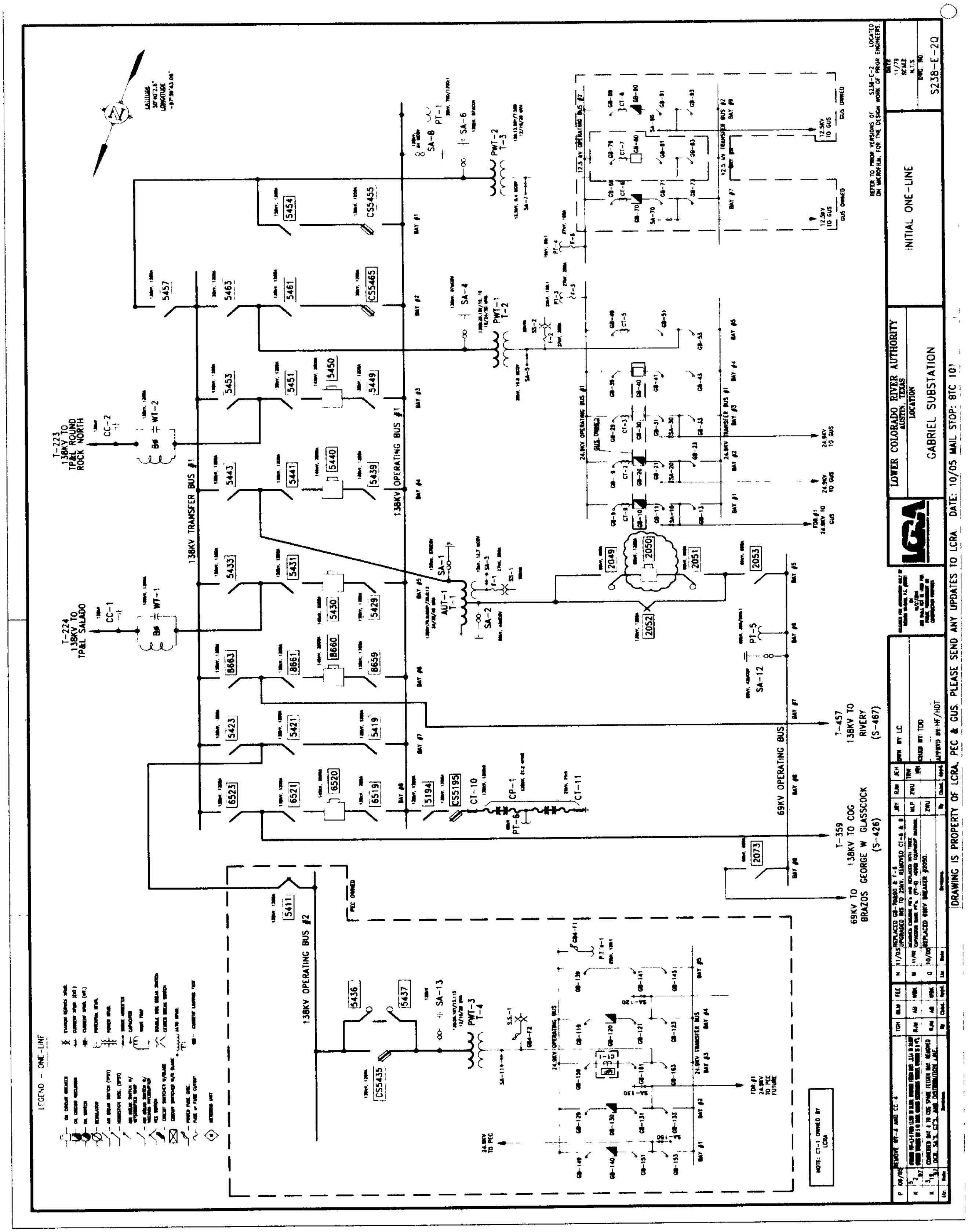
- Transmission line, conductor, and facilities necessary to terminate the transmission line on LCRA TSC's dead-end structure.

10. **Cost Responsibility of each Party:** Each Party will be responsible for costs associated with the facilities they own as identified in item 9 above.

11. **Operational Responsibilities of Each Party:** Each Party will be responsible for the operation of the facilities it owns. No change will be made in the normal operation of the Point of Interconnection without the mutual agreement of the Parties. Maintenance of any facilities by either Party that will cause a deviation from normal power and energy flow at the Point of Interconnection will be scheduled at a mutually agreeable time. Brazos Electric shall have access into the substation for the purpose of operating and maintaining Brazos Electric facilities in accordance with this facility schedule. The substation control house, and the gate to the substation will be double-locked with the locks of both Parties.

12. **Maintenance Responsibilities of Each Party:** Each Party will be responsible for the maintenance of the facilities it owns.

14. **Other Terms and Conditions:** None.


LOWER COLORADO RIVER AUTHORITY
AUSTIN, TEXAS
GABRIEL SUBSTATION
INITIAL ONE-LINE
S238-E-20
DRAWING IS PROPERTY OF LCRA, PEC & GUS. PLEASE SEND ANY UPDATES TO LCRA. DATE: 10/05 MAIL STOP: BTC 101
138KV TRANSFER BUS #1
138KV OPERATING BUS #1
138KV OPERATING BUS #2
69KV OPERATING BUS
T-223 138KV TO TP&L ROUND ROCK NORTH
T-224 138KV TO TP&L SALADO
T-457 138KV TO RIVERY (S-467)
T-359 138KV TO COG GEORGE W GLASSCOCK (S-426)
69KV TO BRAZOS
LEGEND - ONE-LINE

FACILITY SCHEDULE NO. 7

1. **Name: Marion**

2. **Facility Location:** Marion Substation is located in Guadalupe County, 5.9 miles southwest of New Braunfels, TX, and approximately 10 miles south of the intersection of CR 359 and CR 374, on the east side of CR 359. The Points of Interconnection at Marion Substation are generally described as:

   - where LCRA TSC's 345 kV bus #1 connects to Brazos Electric's 345 kV bus going to Brazos Electric's switch # 7059. This point is approximately 44 feet from the center of the connection of LCRA TSC's 345 kV bus #1 to the LCRA TSC 345 kV bus running between the bays for the Zorn and CPS Skyline Transmission Lines.

   - where LCRA TSC's 345 kV bus #2 connects to Brazos Electric's 345 kV bus going to Brazos Electric's switch # 7039. This point is approximately 50 feet from the center of the connection of LCRA TSC's 345 kV bus #2 to the LCRA TSC 345 kV bus running between the bays for the Zorn and CPS Skyline Transmission Lines.

3. **Transformation Service provided by LCRA TSC (check one):** Yes___ No_X_

4. **Metering Service provided by LCRA TSC (check one):** Yes_X_ No ___

5. **Delivery Voltage:** 345 kV

6. **Metering (voltage, location, loss adjustments, if any, due to location, other** : Metering will be accomplished by using 345 kV potential and current transformers in the substation. The metering equipment provided herein will be in accordance with the applicable requirements of the ERCOT Operating Guides, or its successor in function, and the ERCOT Protocols.

7. **Normal Operation of Interconnection (check one)**: Open __ Closed X

8. **One-line Diagram attached (check one)**: Yes _X_ No__

9. **Description of Facilities owned by Each Party:**

   LCRA TSC owns: (see attached one-line for details);
   - Necessary structures, hardware, buswork, conduit, cable, foundations, earthwork, and fencing for the substation.
   - Property to accommodate the substation facilities.
   - All 345 kV breakers, disconnect switches, surge arrestors, PTs, CTs and buswork up to the Point of Interconnection with Brazos Electric.
   - Metering equipment, telemetry equipment, RTU, and associated communication

facilities between the substation and LCRA TSC's control center, including SCADA and associated communication equipment to monitor and control facilities in the substation from LCRA TSC's control center.

- One autotransformer T-2
- One 120 kV surge arrestor
- One 15 kV surge arrestor
- Three reactor surge arrestor kits*
- Three disconnect switches* 10819, 10829, 10839.
- Three 25kV circuit breakers* 10820, 10830 and 10840
- 75 MVAR, 13.2 kV reactors R-1, R-2* and R-3 (LCRA TSC 50% owner)
- Three 23 kV potential transformers (LCRA TSC 50% owner)
- One disconnect switch 339 (LCRA TSC 50% owner)
- Circuit breaker 340 (LCRA TSC 50% owner)
- Ground bank GB-1. (LCRA TSC 50% owner)

*Original installation of reactor banks had 3 circuit switchers (CS-325, 335, 345) with integral disconnect switches which Brazos Electric was 50% owner of. These were replaced with 25kV circuit breakers and disconnect switches by LCRA TSC in 2002. Surge arrestor kits were added by LCRA TSC in 1992. One 8.3 MVAR reactor in R-2 was replaced by LCRA TSC in 2002. LCRA TSC is 100% owner of this 8.33 MVAR reactor.

Brazos Electric owns: (see attached one-line for details);

- Double-Circuit 345 kV Marion to San Miguel transmission line ("Transmission Line"), conductors, static wire, dead-end structures, and facilities necessary to terminate the Transmission Line on the dead-end structures.
- Three 345 kV, 3000 A, circuit breakers (#7040, #7050, #7060) and protective relaying.
- Six 345 kV, 2000 A, disconnect switches associated with the 345 kV breakers
- Two 345 kV surge arrestors SA#12 and SA#13
- Two CCVT's
- 75 MVAR, 13.2 kV reactors R-1, *R-2 and R-3 (Brazos Electric 50% owner)
- Three 23 kV potential transformers (Brazos Electric 50% owner)
- Disconnect switch 339 (Brazos Electric 50% owner)
- Circuit breaker 340 (Brazos Electric 50% owner)
- Ground bank GB-1. (Brazos Electric 50% owner)
- Necessary structures, hardware, buswork, conduit, cable, and foundations in the substation for Brazos Electric equipment listed above.
- Telemetry equipment, RTU, and associated communication facilities between the substation and Brazos Electric's control center in Waco, TX, including SCADA and associated communication equipment to monitor and control facilities in the substation from Brazos Electric's control center.

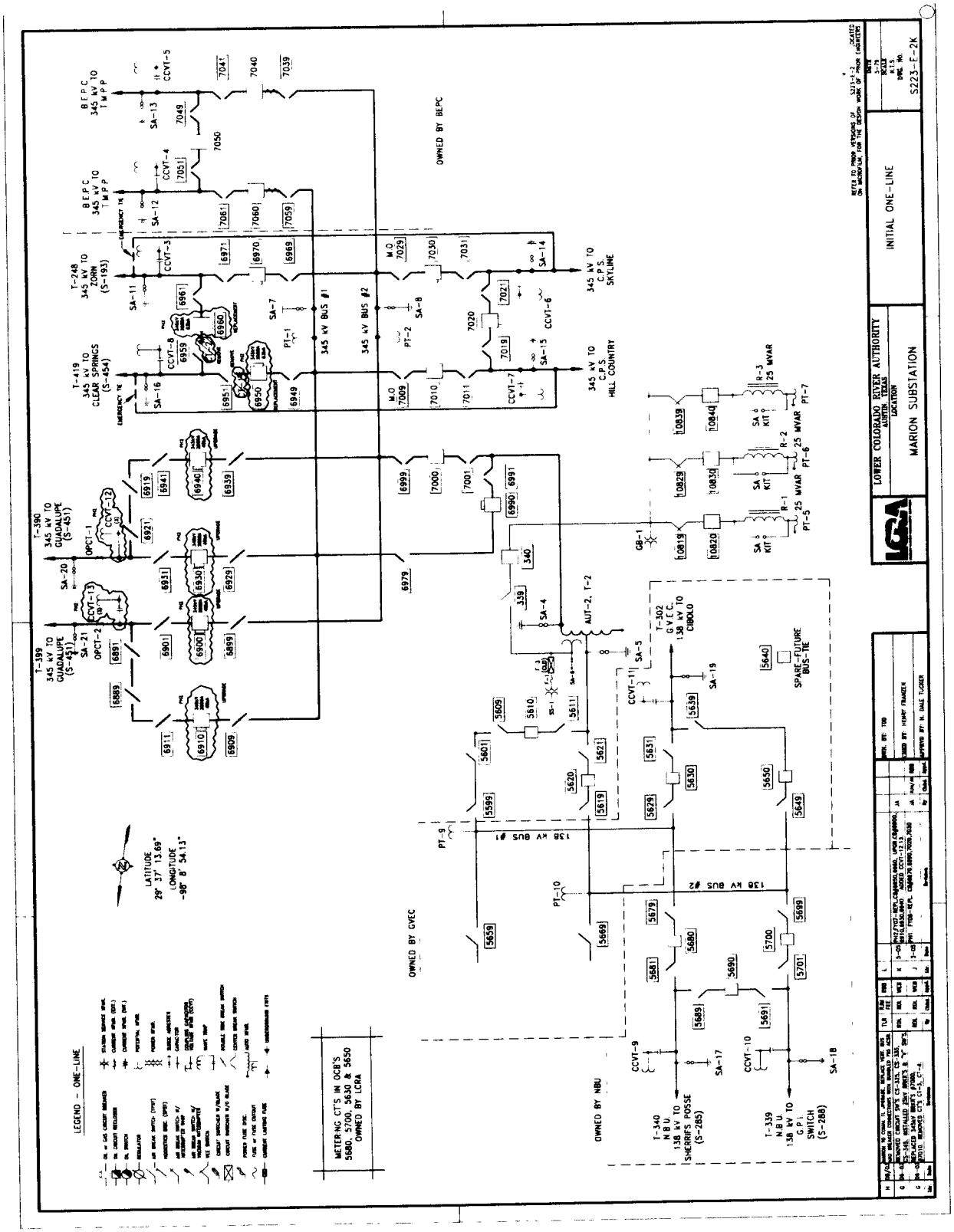
* Brazos Electric is 50% owner of 2 of the 3 R-2 8.33 MVAR reactors. LCRA TSC is 100% owner of the 8.33 MVAR reactor it replaced in 2002.

10. **Cost Responsibility of each Party:** Each Party will be responsible for costs associated with the facilities they own as identified in item 9 above.

11. **Operational Responsibilities of Each Party:** Each Party will be responsible for the operation of the facilities it owns. No change will be made in the normal operation of the Point of Interconnection without the mutual agreement of the Parties. Maintenance of any facilities by either Party that will cause a deviation from normal power and energy flow at the Point of Interconnection will be scheduled at a mutually agreeable time. Brazos Electric shall have access into the substation for the purpose of operating and maintaining Brazos Electric facilities in accordance with this facility schedule. The substation control house, and the gate to the substation will be double-locked with the locks of both Parties.

12. **Maintenance Responsibilities of Each Party:** Each Party will be responsible for the maintenance of the facilities it owns.

13. **Other Terms and Conditions:** None


LOWER COLORADO RIVER AUTHORITY
AUSTIN, TEXAS
LOCATION
MARION SUBSTATION
INITIAL ONE-LINE
S223-F-2K
LEGEND - ONE-LINE
LATITUDE
29° 37' 13.69"
LONGITUDE
-98° 8' 54.13"
METERING CT'S IN OCB'S
5680, 5700, 5630 & 5650
OWNED BY LCRA
OWNED BY BEPC
OWNED BY GVEC
OWNED BY NBU
T-399
345 kV TO
GUADALUPE
(S-451)
T-390
345 kV TO
GUADALUPE
(S-451)
T-248
345 kV TO
ZORN
(S-193)
T-419
345 kV TO
CLEAR SPRINGS
(S-454)
BEPC
345 kV TO
TMPP
345 kV TO
C.P.S.
SKYLINE
345 kV TO
C.P.S.
HILL COUNTRY
345 kV BUS #1
345 kV BUS #2
138 kV BUS #1
138 kV BUS #2
T-340
N.B.U.
138 kV TO
SHERRIFS POSSE
(S-285)
T-339
N.B.U.
138 kV TO
G.P.I.
SWITCH
(S-288)
T-302
G.V.E.C.
138 kV TO
CIBOLO
SPARE-FUTURE
BUS-TIE
AUT-2, T-2
GB-1
R-1
R-2
R-3
25 MVAR
PT-5
PT-6
PT-7
SA KIT