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LCRA TRANSMISSION SERVICES CORPORATION

ENERGY • WATER • COMMUNITY SERVICES

March 2, 2023

Filing Clerk
Public Utility Commission of Texas
1701 N. Congress Avenue
P.O. Box 13326
Austin, TX 78711-3326

RE: Project No. 35077 – LCRA Transmission Services Corporation's Transmission contract Filing Pursuant to Subst. Rule 25.195(e)

To whom it may concern:

Enclosed is a copy of the Third Amendment to the Interconnection Agreement between LCRA Transmission Services Corporation ("LCRA TSC") and the City of Mason for filing at the Public Utility Commission of Texas pursuant to Substantive Rule 25.195(e).

Please feel free to contact me at Interconnection_Agreements@lcra.org if there are any questions regarding this interconnection agreement.

Sincerely,

Cris Ureña, P.E.
Director, Interconnections

Enclosure

THIRD AMENDMENT TO
INTERCONNECTION AGREEMENT

This Third Amendment to Interconnection Agreement ("Third Amendment") is made and entered into this 07 day of February, 2023, between City of Mason ("City") and LCRA Transmission Services Corporation ("LCRA TSC") collectively referred to hereinafter as the Parties.

WHEREAS, LCRA TSC and the City entered into that certain Interconnection Agreement executed August 19, 2008; as amended by that certain First Amendment, executed as of January 20, 2010; and as amended by that certain Second Amendment, executed as of June 1, 2017; (collectively, as amended, the "Agreement");

WHEREAS, City has requested new Points of Interconnection at Fort Mason Substation for the interconnection request of a new distributed energy storage resource;

WHEREAS, City will install distribution feeder breaker and distribution line extension facilities to a Point of Common Coupling ("PCC") between the City and the distributed energy storage resource;

WHEREAS, LCRA TSC will install ERCOT Polled Settlement ("EPS") metering, 12.5-kV, and 138-kV facilities inside Fort Mason Substation for the new Points of Interconnection with the City;

WHEREAS, LCRA TSC requires a cost reimbursement commitment from the City, should the distributed energy storage resource project be cancelled; and

WHEREAS, the Parties wish to add Facility Schedule No. 1A for Fort Mason Substation to reflect the addition of the Points of Interconnection.

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 Third Amendment is hereby added to the Agreement in lieu thereof.

2. Facility Schedule No. 1A (including the diagrams attached thereto) is deleted in its entirety and Facility Schedule No. 1A attached to this Third Amendment is hereby added to the Agreement in lieu thereof.

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 Interconnection Agreement between LCRA Transmission Services Corporation and City of Mason to be executed in two (2) counterparts, each of which shall constitute an original, on the day and year first written above.

CITY OF MASON

By: Frank Bartlett (Feb 6, 2023 11:22 CST)
Frank Bartlett

Title: Mayor
City of Mason

Date: 02/06/2023

LCRA TRANSMISSION SERVICES CORPORATION

By: Sergio Garza
Sergio Garza, P.E.

Title: Vice President, Transmission Design and Protection
Lower Colorado River Authority Transmission Services

Date: 02/07/2023

LCRA LEGAL

EXHIBIT A
Third Amendment

Facility Schedule No.	Location	Delivery Voltage [kV] (# of Points of Interconnection)	Agreement Date	Effective Date of Points of Interconnection
1	Fort Mason	12.5 (6)	June 1, 2017	In-Service; Superseded at completion of Facility Schedule 1A
1A	Fort Mason	12.5 (9)	Date of Third Amendment	Projected In-Service Date: 12/31/2024

FACILITY SCHEDULE 1A

Third Amendment

1. **Name:** Fort Mason

2. **Facility Location:** The Fort Mason substation ("Substation") is located at 1459 Post Hill Street, Mason, Texas in Mason County. The City provides a Point of Common Coupling ("PCC") to a 9.99 MW distributed energy storage resource ("Mason BESS") located outside the Substation.

3. **Points of Interconnection:** There are nine (9) Points of Interconnection in the Substation generally described as:

   3.1 where the City's incoming distribution line connects to the tubular bus between LCRA TSC's switches FM121 and FM123 at breaker FM120;
   3.2 where the City's jumper from breaker FM120, passing through CT2, connects to the four-hole pad on LCRA TSC's switch FM119;
   3.3 where the City's jumper from breaker FM120 connects to the four-hole pad on LCRA TSC's switch FM121;
   3.4 where the City's incoming distribution line connects to the tubular bus between LCRA TSC's switches FM131 and FM133 at breaker FM130;
   3.5 where the City's jumper from breaker FM130, passing through CT3, connects to the four-hole pad on LCRA TSC's switch FM129;
   3.6 where the City's jumper from breaker FM130 connects to the four-hole pad on switch FM131;
   3.7 where the City's incoming distribution line connects to the tubular bus between LCRA TSC's switches FM161 and FM163 at breaker FM160;
   3.8 where the City's jumper from breaker FM160, p, connects to the four-hole pad on LCRA TSC's switch FM159; and
   3.9 where the City's jumper from breaker FM160 connects to the four-hole pad on LCRA TSC's switch FM161.

4. **Transformation Services Provided by LCRA TSC:** Yes, per Transformation Service Agreement between the Parties.

5. **Metering Services Provided by LCRA TSC:** Yes, per Wholesale Metering Service Agreement between the Parties.

6. **Delivery Voltage:** 12.5-kV

7. **Metered Voltage and Location:** There are three (3) meter points in the Substation generally described as measured:

   7.1 at the set of metering current transformers (CT2) in bay #1-2 for FM120;
   7.2 at the set of metering current transformers (CT3) in bay #1-3 for FM130; and
   7.3 at the set of metering current transformers (CT6) in bay #1-6 for FM160 to the PCC.

8. **One Line Diagram Attached:** Yes

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

   9.1. City of Mason owns the following existing facilities:

9.1.1. Two (2) distribution circuits including dead-end insulators that attach to the dead-end structure, conductor, and hardware; and
9.1.2. Two (2) distribution circuit breakers (FM120 and FM130), including foundations, jumpers, and protective relaying;

9.2. City of Mason is responsible for installing and will own the following to support the Project:

9.2.1. One (1) distribution circuit breaker (FM160) including foundations, jumpers, and protective relaying; and
9.2.2. One (1) distribution circuit including dead-end insulators that attach to the dead-end structure, conductor, and hardware to the PCC with Mason BESS;
9.2.3. One (1) revenue class meter with CTs and PTs located at the Mason BESS site;
9.2.4. Fiber splice enclosure at the fiber change of ownership ("FCO") located outside the Substation;
9.2.5. As necessary fiber jumper(s) from LCRA TSC's patch panel to City's protective relaying devices; and
9.2.6. Modifications, as necessary, to trip and close relay schematics to the City's protective relaying and feeder breaker devices.

9.3. LCRA TSC owns the following existing facilities:

9.3.1. Substation property, ground grid, gravel, fencing and other appurtenances;
9.3.2. All transmission facilities located within the Substation;
9.3.3. One (1) 138-kV circuit switcher (CS28305) with bypass switch (28307), disconnect switch (28304), foundation, jumpers, and protective relaying;
9.3.4. One (1) power transformer (T1) with associated surge arresters, foundation, jumpers, and protective relaying;
9.3.5. One (1) 12.5-kV power transformer bus disconnect switch (FM105);
9.3.6. All distribution and power transformer bays including A-frames, trusses, insulators, disconnect switches, surge arresters, 12.5-kV operating and transfer bus, bus potential transformers, metering current transformers and mobile connection;
9.3.7. One (1) station service (SS1) with fuse (F4); and
9.3.8. Two (2) control enclosures (20' x 24' and 24' x 42') with batteries, battery charger(s) and appurtenances.

9.4. LCRA TSC is responsible for installing and will own the following to support the Project:

9.4.1. One (1) 12.5-kV breaker (FM110) with associated protective relaying for transformer protection;
9.4.2. One (1) LV A-frame with buswork, truss, and foundations for feeder bay FM160;
9.4.3. Nine (9) 12.5-kV disconnect switches;
9.4.4. One (1) set of 12.5-kV external current transformers;
9.4.5. Three (3) 138-kV potential transformers;
9.4.6. One (1) EPS metering panel with primary and back-up meters;
9.4.7. Fiber jumpers and facility entry from the FCO to the LCRA TSC control enclosure; and
9.4.8. Add distribution feeder level load shed relays and associated cabling and conduit.

10. **Operational Responsibilities of Each Party:** Each Party will be responsible for the operation of the equipment it owns. The City agrees LCRA TSC will remotely operate and control the City's distribution feeder breakers, as necessary, to administer under-frequency load shed ("UFLS") and shed load during ERCOT Energy Emergency Alerts (as directed by ERCOT) per ERCOT Requirements.

11. **Maintenance Responsibilities of Each Party:** Each Party will be responsible for the maintenance of the equipment it owns. Upon request by LCRA TSC, the City will disconnect the PCC with Mason BESS as necessary for the maintenance of the associated LCRA TSC facilities. LCRA TSC is not obligated to provide service to the City's PCC during such maintenance scenarios.

12. Other Terms and Conditions:

12.1 Access and Physical Security

12.1.1 City and LCRA TSC are to share access to the substation by LCRA TSC hardened locks on the substation gate.

12.1.2 City will have access to the LCRA TSC control enclosure by electronic intercom device on the control house doors.

12.1.3 LCRA TSC Yard access and physical security will be in accordance with LCRA TSC physical security design guidelines.

12.2 Metering

12.2.1 City will provide LCRA TSC a distributed network protocol (DNP) signal from its revenue meter measuring the auxiliary load for Mason BESS to LCRA TSC's EPS meter at the Substation.

12.2.2 City will provide reasonable support for maintenance and testing of the EPS metering scheme.

12.3 Relay and Control

12.3.1 LCRA TSC will provide City access to 125VDC and 120 VAC power in the 20' x 24' control house. Circuits must have over current protection devices (OCPD) size according to NEC standards

12.3.2 LCRA TSC will provide City with floor space in the LCRA TSC control enclosure (as available and as necessary) for installation of City required panels and equipment.

12.3.3 City will establish a transfer trip scheme between the City's feeder breaker FM160 and Mason BESS.

12.3.4 LCRA TSC and City shall design, provide, and coordinate their respective protection system equipment so that adjacent zones of protection overlap, in accordance with ERCOT Requirements.

12.3.5 City shall design, provide, and coordinate their respective protection system equipment so that adjacent zones of protection overlap, in accordance with ERCOT Requirements with Mason BESS.

12.3.6 Prior to modifying any relay protection system design or relay setting involving the PCC, City shall submit the proposed changes to LCRA TSC for review and approval. LCRA TSC's review and approval shall be for the limited purpose of determining whether such proposed changes are compatible with LCRA TSC's system.

12.3.7 The City is responsible for the coordination of the proper synchronization of the Mason BESS facilities with the LCRA TSC system, in accordance with ERCOT Requirements.

12.4 Voltage Control

12.4.1 City will require Mason BESS to control voltage to the distribution voltage bus at the Substation in accordance with the voltage set point provided by LCRA TSC.

12.5 Telecommunications

12.5.1 City will require Mason BESS install and own fiber from the Mason BESS site to the Substation.

12.5.2 City will install or cause to be installed a fiber splice enclosure at the FCO outside the Substation to support telecommunications for metering and protective relaying of the Mason BESS interconnection.

12.6 Compliance

LCRA TSC reserves the right to disconnect the POI to the City's PCC with Mason BESS, if LCRA TSC identifies operation of Mason BESS inconsistent with ERCOT Requirements including without limitation operation during an ERCOT Energy Emergency Alert order.

12.7 Modeling:

12.7.1 City will cause to be provided to LCRA TSC all necessary models including short circuit and dynamic models for Mason BESS upon request by LCRA TSC.

12.8 Reporting:

12.8.1 City will notify within 5 business days if it is notified of a change in Mason BESS's operational status including without limitation notices of commercial operation achievement or notice of suspension of operations to ERCOT has been submitted.

13. Project Responsibilities:

13.1. Project: Fort Mason Low-Side Substation Upgrade

13.2. Projected In-Service Date(s): December 31, 2024

13.3. Project Costs: Each Party will be responsible for all costs incurred in connection with the design, procurement, and construction activities for the facilities it owns.

13.4. Cost Reimbursement Obligations: City will reimburse LCRA TSC for the actual and demonstrable costs incurred by LCRA TSC for LCRA TSC'S scope of work performed in accordance with this Agreement, as follows:

13.4.1. If (a) the Project is cancelled or this Agreement is terminated, or (b) except to the extent delayed by LCRA TSC's acts or omissions or events of Force Majeure, if the Project is not being served through LCRA TSC's facilities within six months after the later of: (i) completion of construction of LCRA TSC's facilities, or (ii) the Projected In-Service Date, then City will reimburse LCRA TSC for any such costs that LCRA TSC determines cannot be recovered through its functional cost of service ("Termination Costs"); provided that LCRA TSC shall use reasonable efforts to mitigate Termination Costs (including by seeking monies from salvage, reuse, resale or recycling of affected goods or property procured for the Project).

13.4.2. Termination Costs may include the actual costs incurred by LCRA TSC for development, construction, and removal of the facilities for LCRA TSC's facilities (including any equipment, labor and material costs, internal and third party costs, direct and indirect costs, any amounts paid to a third party utility in connection with the LCRA TSC Scope, and any purchase price paid by LCRA TSC for the real property sold to it by the City pursuant to this Agreement), and for returning LCRA TSC's transmission system to a safe and reliable configuration consistent with Good Utility Practice (as defined in 16 TAC § 25.5(56)). Termination Costs will not include any costs recovered by LCRA TSC from City as a contribution in aid of construction (if any).

13.4.3. LCRA TSC will submit an invoice to City for any such Termination Costs (which invoice shall include reasonable supporting documentation), and City agrees to pay LCRA TSC the invoiced amounts within 60 days of receipt of such invoice.

13.4.4. The cost of LCRA TSC's facilities are currently estimated at $850,000. City will require a security deposit from Mason BESS in an amount equal to the current estimate of LCRA TSC's facilities as detailed above and will retain such deposit until Mason BESS has achieved Commercial Operations and City has notified LCRA TSC; provided however such security amounts shall not act as a limitation to the cost reimbursement obligation in this Agreement.

13.5. Real Estate: [reserved]

ONE-LINE DIAGRAM

Third Amendment