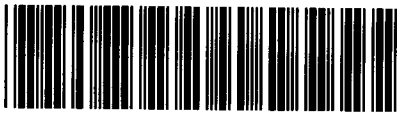


Control Number: 35077

Item Number: 451

Addendum StartPage: 0

Project No. 35077

First Amendment to

INTERCONNECTION AGREEMENT

Between

City of Georgetown,
Georgetown Utility Systems

and

LCRA Transmission Services Corporation

Dated
March 11, 2014

451

FIRST AMENDMENT TO
INTERCONNECTION AGREEMENT

This First Amendment ("Amendment") is made and entered into this 11th day of March, 2014, between the City of Georgetown, Georgetown Utility Systems ("City") and LCRA Transmission Services Corporation ("LCRA TSC"), collectively referred to hereinafter as the Parties.

WHEREAS, LCRA TSC and City entered into that certain Interconnection Agreement executed January 29, 2009, and;

WHEREAS, LCRA TSC and City entered into that certain Electric Substation Purchase Agreement dated December 18, 2013 ("Purchase Agreement") in which closing package number one (1) was set for January 10, 2014 to transfer certain items at Chief Brady and Rivery Substation between the Parties, and;

WHEREAS, in accordance with the Purchase Agreement City purchased control house, 12.5 kV assets, and other items from LCRA TSC at Chief Brady Substation, and;

WHEREAS, in accordance with the Purchase Agreement City purchased substation property, control house, 138kV switch 10574, 24.9 kV assets, and other items from LCRA TSC at Rivery Substation

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

1. Exhibit "A" attached to the Agreement is deleted in its entirety and the Exhibit "A" attached to this First Amendment is hereby added to the Agreement in lieu thereof.

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

3. Facility Schedule No. 2 (including the diagrams attached thereto) attached to this First Amendment will become effective upon execution of this First Amendment by the Parties.

4. Facility Schedule No. 3 (including the diagrams attached thereto) is deleted in its entirety and Facility Schedule No. 3 attached to this First Amendment is hereby added to the Agreement in lieu thereof.

5. Facility Schedule No. 3 (including the diagrams attached thereto) attached to this First Amendment will become effective upon execution of this First Amendment by the Parties.

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

IN WITNESS WHEREOF, the Parties have caused this First Amendment 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 GEORGETOWN
GEORGETOWN UTILITY SYSTEMS

By: _____

Name: Jim Briggs

Title: ACM – Utility Operations

Date: 3-14-14

LCRA TRANSMISSION SERVICES CORPORATION

By: _____

Name: Ray Pfefferkorn, P.E.

Title: LCRA Transmission Engineering Manager

Date: 3/11/14

EXHIBIT A – Amendment No 1

FACILITY SCHEDULE NO.	LOCATION OF POINT(S) OF INTERCONNECTION (# of Points)	INTERCONNECTION VOLTAGE (kV)	EFFECTIVE DATE OF INTERCONNECTION
1	Gabriel Substation (11)	2@12.5 kV, 9@24.9 kV	January 1, 2009
2	Chief Brady Substation (3)	2@138 kV, 1@12.5 kV	Date of Amendment
3	Rivery Substation (2)	1@138kV, 1@24.9 kV	Date of Amendment
4	Georgetown Substation (18)	18@12.5 kV	January 1, 2009
5	Glasscock (9)	24.9 kV	January 1, 2009

FACILITY SCHEDULE NO. 2
Amendment No 1

1. **Name:** Chief Brady Substation

2. **Facility Location:** The Chief Brady Substation is located at 5290 S. IH 35, Georgetown, Williamson County, Texas 78626.

3. **Points of Interconnection:** There are three (3) Points of Interconnection in the Chief Brady Substation generally described as:
   - where the jumper from transformer T-1, 12.5 kV surge arrestor SA-3 attaches to T-1, 12.5 kV transformer bus
   - where the jumper from the 138 kV operating bus connects to switch 8674.
   - where the jumper from the 138 kV transfer bus connects to switch 8677.

4. **Transformation Services Provided by LCRA TSC:** Yes (T-1 only)

5. **Metering Services Provided by LCRA TSC:** Yes

6. **Delivery Voltage:** 138 kV & 12.5 kV

7. **Metered Voltage and Location:** The metered voltage is 12.5 kV and 24.9 kV. The metering current transformers are located in T-1 and in the total bay for T-2. The metering potential transformers are located on the 12.5 kV and 24.9 kV operating bus.

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

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

   City owns:
   - One (1) circuit switcher CS-8675 with associated disconnect switches 8674, 8676 and 8677
   - One (1) power transformer T-2 with associated foundation and surge arresters
   - All distribution circuits including dead-end insulators that attach to the dead-end structure, conductor, and hardware
   - All distribution circuit breakers including jumpers and protection packages
   - All distribution circuit breaker foundations
   - All distribution and total bays including A-frames, trusses, insulators, disconnect switches, surge arresters, operating and transfer buses, and bus potential transformers
   - One (1) 12.5 kV, T-1 transformer bus with insulators and dead end hardware where bus connects to dead end structure at transformer T-1 and at 12.5 kV distribution bays and disconnect switch CB-32
   - Two station service SS-1 and SS-2 (SS-1 is mounted to LCRA TSC's T-1 transformer structure. City owns mounting bracket, insulators, fuse and jumper.)

- Underfrequency relay panel
- Control house with ac and dc panelboards
- Substation ground grid, gravel, fencing and other appurtenances

LCRA TSC owns:

The Chief Brady Substation including, but not limited to, the following items:

- The following transmission lines comprised of easements, conductors, shield wires, insulators, connecting hardware, and structures;
  - 138 kV Chief Brady to Rivery transmission line
  - 138 kV Chief Brady to Round Rock transmission line
- One (1) power transformer T-1 with associated foundation and surge arresters SA-2 and SA-3
- One (1) circuit switcher CS-8665 with bypass switch 8693
- 138 kV operating and transfer bus including structures, foundations and jumpers to City switches at the Points of Interconnection
- One (1) wave trap and tuner WT-2
- Two (2) 138 kV circuit breakers 8670 and 8680 including foundations, jumpers and protective relay packages
- Nine (9) 138 kV disconnect switches 8664, 8666, 8667, 8669, 8671, 8673, 8679, 8681 and 8683
- One (1) 138 kV potential transformer PT-1
- Three (3) 138 kV surge arrester SA-1, SA-7 and SA-8
- 138 kV bus differential, breaker failure relaying scheme
- One (1) 138 kV coupling capacitor CC-2
- One (1) 138 kV circuit breaker 8755 with associated disconnect switch 8754
- One (1) metering current transformer CT-7
- One (1) capacitor bank potential transformer PT-4
- One (1) capacitor bank single phase current transformer CT-6
- One (1) capacitor bank CP-1
- One (1) battery bank and charger

10. Operational Responsibilities of Each Party:

- City will be responsible for the operation of the equipment it owns.
- LCRA TSC 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.

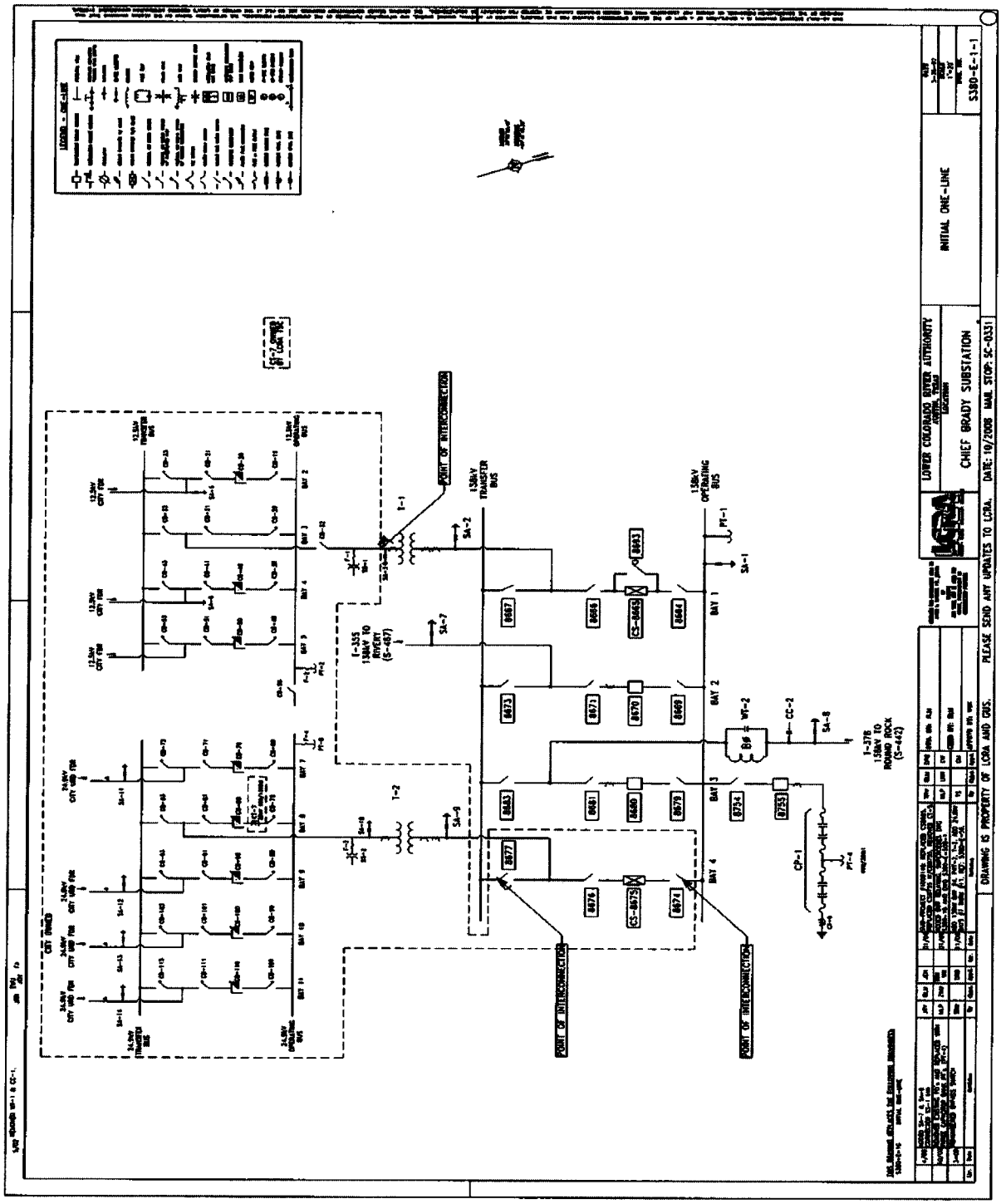
12. Other Terms and Conditions:

- City and LCRA TSC are to share access to the substation by LCRA TSC locks in the gate and in the control house doors.
- City will supply and allow LCRA TSC use of its 24.9 kV and 12.5 kV bus potential transformers PT-5 and PT-2 for metering.
- City will supply and allow LCRA TSC use of transformer T-2, 138 kV, 2000:5

multi-ratio relaying bushing current transformer for its Bus Differential and Breaker Failure relaying scheme.

- LCRA TSC will provide tripping and close inhibit contacts from its Bus Differential and Breaker Failure relaying panel for City's circuit switcher CS-8675 relaying panel.
- City will provide breaker failure initiate contacts from its circuit switcher CS-8675 relaying panel to LCRA TSC's Bus Differential and Breaker Failure relaying panel.
- 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 Nodal Operating Guides.
- City agrees to provide LCRA TSC with substation control house space, ac and dc supplies.
- Both City and LCRA TSC agree to provide instrument transformers, cabling and connections within their respective equipment for overlapping system protection schemes.
- LCRA TSC agrees to make available to City status and analog SCADA points for LCRA TSC's transmission breakers at Chief Brady substation.
- Within the Chief Brady substation, LCRA TSC shall retain the exclusive rights to locate, construct, operate, repair, remove, replace, maintain, patrol, reconstruct, extend, expand, reconfigure and add transmission assets including additional transmission line exits from the LCRA TSC's transmission bus pursuant to Good Utility Practice and to the extent the location, construction, operation, repair, removal, replacement, maintenance, patrol, reconstruction, extension, expansion, reconfiguration and addition of such transmission assets will neither interfere with nor jeopardize the operation and safety of the City's facilities and personnel. LCRA TSC's retained rights within the substations shall be limited to transmission service provider functions only.
- Prior to the location, construction, removal, replacement, reconstruction, extension, expansion, reconfiguration or addition of LCRA TSC's transmission assets within the Chief Brady substation, LCRA TSC will submit its proposed plans and specifications to City and LCRA TSC will not commence the proposed work until such plans and specifications have been reviewed by the Parties' respective engineering staffs. Comments from City during the review will not be unreasonably denied. Failure of City to review and comment on a request by LCRA TSC for review of such plans and specifications within 120 days of City's receipt of the LCRA TSC's request shall constitute approval.

CHIEF BRADY-LINE DIAGRAM



FACILITY SCHEDULE NO. 3
Amendment No 1

1. **Name:** Rivery Substation

2. **Facility Location:** The Rivery Substation is located at 401 Hacia Los Lobos Blvd, Georgetown, Williamson County, Texas 78626.

3. **Points of Interconnection:** There are two (2) Points of Interconnection in the Rivery Substation generally described as:
   - where the jumper from transformer T-1, 24.9 kV surge arrestor SA-2 attaches to T-1, 24.9 kV transformer bus
   - where the jumper from the LCRA TSC 138 kV bus attaches to City switch 10574.

4. **Transformation Services Provided by LCRA TSC:** Yes (T-1 only)

5. **Metering Services Provided by LCRA TSC:** Yes

6. **Delivery Voltage:** 138 kV and 24.9 kV

7. **Metered Voltage and Location:** The metered voltage is 24.9 kV. The metering current transformers are located in T-1 and T-2. The metering potential transformers are located on the 24.9 kV operating buses.

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

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

City owns:

The Rivery Substation including, but not limited to, the following items:

- One (1) circuit switcher CS-10575 with associated bypass switch 10577 and disconnect switch 10574
- One (1) power transformer T-2 with associated foundation and surge arresters
- All distribution circuits including dead-end insulators that attach to the dead-end structure, conductor, and hardware
- All distribution circuit breakers including jumpers and protection packages
- All distribution circuit breaker foundations
- All distribution and total bays including A-frames, trusses, insulators, disconnect switches, surge arresters, operating and transfer buses, and bus potential transformers
- One (1) 24.9 kV, T-1 transformer bus with insulators and dead end hardware where bus connects to dead end structure at transformer T-1 and at 24.9 kV distribution bays and disconnect switch RY-35
- Two (2) station service SS-1 and SS-2 (SS-1 is mounted to LCRA TSC's T-1

transformer structure. City owns mounting bracket, insulators, fuse and jumper.)
- Underfrequency relay panel
- Control house with battery bank and battery charger, and ac and dc panelboards
- Substation property, ground grid, gravel, fencing and other appurtenances

LCRA TSC owns:
- The following transmission lines comprised of easements, conductors, shield wires, insulators, connecting hardware, and structures;
  - 138 kV Rivery to Georgetown transmission line
  - 138 kV Rivery to Gabriel transmission line
- 138 kV bus including structures, foundations and jumper to City switch 10574 at the Point of Interconnection
- Two (2) 138 kV circuit breakers 10560 and 10570 including foundations, jumpers and protective relay packages
- One (1) power transformer T-1 with associated foundation and surge arresters SA-1 and SA-2
- One (1) circuit switcher CS-10565 with disconnect switch 10564 and bypass switch 10567
- Five (5) 138 kV disconnect switches 10559, 10569, 10561, 10568 and 10571
- One (1) 138 kV potential transformer PT-2
- Three (3) 138 kV surge arrester SA-3, SA-13 and SA-14
- 138 kV bus differential, breaker failure relaying scheme

10. Operational Responsibilities of Each Party:
- City will be responsible for the operation of the equipment it owns.
- LCRA TSC 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:
- City and LCRA TSC are to share access to the substation by LCRA TSC locks in the gate and in the control house doors.
- City will supply and allow LCRA TSC use of its 24.9 kV PT-1 and PT-3, and power transformer internal metering accuracy current transformers for metering.
- City will supply and allow LCRA TSC use of transformer T-2, 138 kV, 2000:5 multi-ratio relaying bushing current transformers for its Bus Differential and Breaker Failure relaying scheme.
- LCRA TSC will provide tripping and close inhibit contacts from its Bus Differential and Breaker Failure relaying panel for City's circuit switcher CS-10575 relaying panels.
- City will provide breaker failure initiate contacts from its circuit switcher CS-10575 relaying panels to LCRA TSC's Bus Differential and Breaker Failure relaying panel.
- 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 Nodal Operating Guides.

- City agrees to allow LCRA TSC to remotely monitor the battery charger at Rivery substation. City agrees to provide maintenance records for the substation battery related items to LCRA TSC upon request.
- City agrees to provide LCRA TSC with substation control house space, ac and dc supplies.
- Both LCRA TSC and City agree to provide instrument transformers, cabling and connections within their respective equipment for overlapping system protection schemes.
- LCRA TSC agrees to make available to City status and analog SCADA points for LCRA TSC's transmission breakers at Rivery substation.
- Within the Rivery substation, LCRA TSC shall retain the exclusive rights to locate, construct, operate, repair, remove, replace, maintain, patrol, reconstruct, extend, expand, reconfigure and add transmission assets including additional transmission line exits from the LCRA TSC's transmission bus pursuant to Good Utility Practice and to the extent the location, construction, operation, repair, removal, replacement, maintenance, patrol, reconstruction, extension, expansion, reconfiguration and addition of such transmission assets will neither interfere with nor jeopardize the operation and safety of the City's facilities and personnel. LCRA TSC's retained rights within the substations shall be limited to transmission service provider functions only.
- Prior to the location, construction, removal, replacement, reconstruction, extension, expansion, reconfiguration or addition of LCRA TSC's transmission assets within the Rivery substation, LCRA TSC will submit its proposed plans and specifications to City and LCRA TSC will not commence the proposed work until such plans and specifications have been reviewed by the Parties' respective engineering staffs. Comments from City during the review will not be unreasonably denied. Failure of City to review and comment on a request by LCRA TSC for review of such plans and specifications within 120 days of City's receipt of the LCRA TSC's request shall constitute approval.

RIVERY ONE-LINE DIAGRAM

Amendment No 1