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Project No. 35077

Amendment No. 5

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INTERCONNECTION AGREEMENT

Between

LCRA Transmission Services Corporation

and

City of Georgetown, Georgetown Utility Systems

September 28, 2015

595

**FIFTH AMENDMENT TO
INTERCONNECTION AGREEMENT**

This Fifth Amendment ("Amendment") is made and entered into this 28th day of SEPTEMBER, 2015, 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, as amended by that certain Amendment No. 1, executed as of March 11, 2014, as amended by that certain Amendment No. 2, executed as of March 25, 2014, as amended by that certain Amendment No. 3, executed as of July 30, 2014, as amended by that certain Amendment No. 4, executed as of November 3, 2014 (collectively, as amended, the "Agreement");

WHEREAS, LCRA TSC will install a four breaker ring bus at the Georgetown East 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 Fifth Amendment is hereby added to the Agreement in lieu thereof.
2. Exhibit "A" attached to this Fifth Amendment will become effective upon execution of this Fifth Amendment by the Parties.
3. Facility Schedule No. 6 (including the diagrams attached thereto) is deleted in its entirety and Facility Schedule No. 6 attached to this Fifth Amendment is hereby added to the Agreement in lieu thereof.
4. Facility Schedule No. 6 (including the diagrams attached thereto) attached to this Fifth Amendment will become effective upon execution of this Fifth 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.

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IN WITNESS WHEREOF, the Parties have caused this Fifth 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: [Signature]

Name: Jim Briggs

Title: ACM – Utility Operations

Date: 9-28-2015

LCRA TRANSMISSION SERVICES
CORPORATION

By: [Signature]

Name: Ray Pfefferkorn, P.E.

Title: LCRA Transmission Engineering
Manager

Date: 9/14/15



EXHIBIT A – Amendment No 5

[illegible]

FACILITY SCHEDULE NO. 6
Amendment No 5

1. **Name:** Georgetown East Substation
2. **Facility Location:** The Georgetown East Substation is located at 2911 S.E. Inner Loop Drive, just northeast of the intersection of Inner Loop Drive and CR 110 in the city of Georgetown, Texas.
3. **Points of Interconnection:** There are two (2) Points of Interconnection in the Georgetown East Substation generally described as:
 - where the jumper from the 138 kV ring bus connects to switch MO19854.
 - where the jumper from the 138 kV ring bus connects to switch MO19864
4. **Transformation Services Provided by LCRA TSC:** No
5. **Metering Services Provided by LCRA TSC:** Yes
6. **Delivery Voltage:** 138 kV
7. **Metered Voltage and Location:** 138 kV. The metering current transformers and metering potential transformers are located in/on the 138 kV LCRA TSC ring bus between the ring bus and the City's motor operated switches.
8. **One Line Diagram Attached:** Yes
9. **Description of Facilities Owned by Each Party:**

City owns:

 - Two (2) circuit switchers CS19855 and CS19865 with associated disconnect switches MO19854 and MO19864 and bypass switches 19857 and 19867
 - Two (2) power transformers T1 and T2 with associated foundations and surge arresters
 - Two (2) 12.5 kV bus breakers GE15 and GE25 including foundations, jumpers and protection packages
 - Two (2) 12.5 kV transformer bus potential transformers PT3 and PT4
 - Four (4) bus disconnect switches GE15-1, GE15-2, GE25-1 and GE25-2
 - One (1) 12.5 kV operating bus tie breaker GE55 with disconnect switches GE55-T1 and GE55-T2, including foundation, jumpers and protection package
 - 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

- Two (2) station service SS1 and SS2 with primary and alternate feeds from 12.5 kV operating buses T1 and T2 with fused switches SS1 and SS2 and surge arresters SA7 and SA8
- Control house with battery bank and battery charger, and ac and dc panelboards

LCRA TSC owns:

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

- Two (2) 138 kV dead end structures
- 138 kV ring bus including structures, foundations and jumpers to City switches at the Points of Interconnection
- Two (2) 138 kV bus differential and breaker failure relaying schemes
- Two (2) coupling capacitor voltage transformers CCVT1 and CCVT2
- One (1) wave trap and tuner WT1
- Eight (8) 138 kV disconnect switches 19849, 19851, 19859, 19861, 19869, 19871, 19879, and 19881
- Four (4) 138 kV circuit breakers 19850, 19860, 19870 and 19880 including foundations, jumpers and protective relay packages
- Two (2) 138 kV metering potential transformer PT1 and PT2 with stands and foundations
- Two (2) 138 kV surge arrester SA1 and SA2 with stands and foundations
- Two (2) 138 kV metering current transformers CT1 and CT2 with stands and foundations
- One (1) meter panel
- Control house with battery bank and battery charger, and ac and dc panelboards
- Substation property, ground grid, gravel, fencing and other appurtenances

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.
- LCRA TSC will provide tripping and close inhibit contacts from its 138 kV bus No. 1 bus differential & breaker failure relaying panel to City's circuit switcher CS19855 relaying panel.
- City will provide breaker failure initiate contacts from its 138 kV circuit switcher CS19855 relaying panel to LCRA TSC's 138 kV bus No. 1 bus differential & breaker failure relaying panel.

- City will supply and provide 2000:5 MR relaying current transformers from transformer T1 for use by LCRA TSC in LCRA TSC's bus No. 1 bus differential relaying scheme for 138 kV Bus No. 1.
- LCRA TSC will provide tripping and close inhibit contacts from its 138 kV bus No. 2 bus differential & breaker failure relaying panel to City's circuit switcher CS19865 relaying panel.
- City will provide breaker failure initiate contacts from its 138 kV circuit switcher CS19865 relaying panel to LCRA TSC's 138 kV bus No. 2 bus differential & breaker failure relaying panel.
- City will supply and provide 2000:5 MR relaying current transformers from transformer T2 for use by LCRA TSC in LCRA TSC's bus No. 2 bus differential relaying scheme for 138 kV Bus No. 2.
- City will provide access to its primary and alternate station service power for LCRA TSC to use in LCRA TSC's control house.
- LCRA TSC will utilize City fiber for its relay communications in accordance with the fiber sharing agreement.
- LCRA TSC will provide conduit and wiring for LCRA TSC interface with City resources.
- 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.

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