



Control Number: 35077



Item Number: 712

Addendum StartPage: 0

Project No. 35077

Amendment No. 6

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INTERCONNECTION AGREEMENT

Between

LCRA Transmission Services Corporation

and

Central Texas Electric Cooperative

February 3, 2017

**SIXTH AMENDMENT TO
INTERCONNECTION AGREEMENT**

This Sixth Amendment ("Amendment") is made and entered into this 3rd day of February, 2017, between the Central Texas Electric Cooperative ("CTEC") and LCRA Transmission Services Corporation ("LCRA TSC") collectively referred to hereinafter as the Parties.

WHEREAS, the LCRA TSC and the CTEC entered into that certain Interconnection Agreement executed August 13, 2009, as amended by that certain Amendment No. 1 executed as of June 22, 2011, as amended by that certain Amendment No. 2 executed as of September 14, 2011, as amended by that certain Amendment No. 3 executed as of September 25, 2012, as amended by that certain Amendment No. 4 executed as of January 7, 2013, as amended by that certain Amendment No. 5 executed as of January 25, 2017 (collectively, as amended, the "Agreement")

WHEREAS, CTEC has requested a transmission voltage wholesale delivery point from LCRA TSC at the San Saba Substation to serve an Enterprise Products ("EProd") crude oil pipeline pump station electrical load in San Saba County in the CTEC service territory at the EProd Pump Station #4 electrical substation sited on the east side of Hwy 16, approximately 9 1/4 miles south of the San Saba Substation, and;

WHEREAS, LCRA TSC's San Saba Substation is currently built and operating at 138 kV, and;

WHEREAS, LCRA TSC conducted an electric system assessment to ensure the new electric load and associated point of interconnection at the San Saba Substation does not negatively impact the electric grid and has determined that the load at the new CTEC wholesale delivery point can be reliably served, and;

WHEREAS, EProd will build and own a 138 kV private radial line from its Pump Station #4 electrical substation to tie into the transmission grid at LCRA TSC's San Saba Substation where LCRA TSC will meter the CTEC NOIE wholesale delivery point, and;

WHEREAS, LCRA TSC will add 138 kV interconnecting facilities to its San Saba Substation as described in Facility Schedule No. 17 to accommodate the CTEC wholesale delivery point and connection to the EProd private radial line.

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 Exhibit "A" attached to this Sixth Amendment is hereby added to the Agreement in lieu thereof.

2. Facility Schedule No. 17 (including the diagrams attached thereto) is hereby added to this Sixth Amendment.
3. Facility Schedule No. 17 (including the diagrams attached thereto) attached to this Sixth Amendment will become effective upon execution of this Sixth 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 Sixth Amendment to be executed in several counterparts, each of which shall be deemed an original but all shall constitute one and the same instrument.

CENTRAL TEXAS ELECTRIC
COOPERATIVE

By: 

Name: Robert A. Loth III

Title: Chief Executive Officer

Date: 2-3-2017

LCRA TRANSMISSION SERVICES
CORPORATION

By: 

Name: Sergio Garza, P.E.

Title: LCRA Vice President, Transmission
Design and Protection

Date: 02/03/2017



EXHIBIT A
Sixth Amendment

FACILITY SCHEDULE NO.	LOCATION OF POINT(S) OF INTERCONNECTION (# of Points)	INTERCONNECTION VOLTAGE (KV)	EFFECTIVE DATE OF INTERCONNECTION
1	Buchanan CTEC (6)	69 kV	January 7, 2013
2	Castell (1)	138 kV	September 14, 2011
3	Eckert (2)	4.16 kV	January 7, 2013
4	Fredericksburg (1)	69 kV	August 13, 2009
5	Kendall CTEC (1)	138 kV	August 13, 2009
6	Live Oak CTEC (1)	69 kV	August 13, 2009
7	Nimitz (9)	12.5 kV	January 7, 2013
8	Pittsburg (1)	138 kV	June 22, 2011
9	Rim Rock (6)	12.5 kV	August 13, 2009
10	Wolf Creek (1)	138 kV	August 13, 2009
11	Jack Furman (1)	138 kV	June 22, 2011
12	Sunrise Beach (1)	69 kV	August 13, 2009
13	CTEC Mason (1)	138 kV	Date of 5 th Amendment
14	Gillespie (1)	138 kV	September 14, 2011
15	Hollmig (1)	138 kV	September 14, 2011
16	Nebo (1)	69 kV	January 7, 2013
17	San Saba (1)	138 kV	Date of 6 th Amendment
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FACILITY SCHEDULE NO. 17

Sixth Amendment

1. **Name:** San Saba
2. **Facility Location:** The Point of Interconnection is located at LCRA TSC's San Saba Substation at 130 P R 400, San Saba, San Saba County, Texas 76877.
3. **Points of Interconnection:** The 138 kV Point of Interconnection is more specifically located where LCRA TSC's jumpers connect to the four-hole pad terminals on Enterprise Products' ("EProd") private radial line dead-end assemblies on the EProd line dead-end structure.
4. **Transformation Services Provided by LCRA TSC:** No
5. **Metering Services Provided by LCRA TSC:** Yes, per Wholesale Metering Service Agreement between the Parties.
6. **Delivery Voltage:** 138 kV
7. **Metered Voltage and Location:** 138 kV metering accuracy current transformers (inside breaker 26430) and 138 kV metering accuracy potential transformers provided by LCRA TSC at the San Saba Substation.
8. **One-Line Diagram Attached:** Yes
9. **Description of Facilities Owned by Each Party:**

LCRA TSC owns:

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

- Three (3) substation A-frame structures within LCRA TSC's San Saba Substation for the two (2) LCRA TSC 138 kV line terminations and the LCRA TSC power transformer connection;
 - (the 1 additional substation A-frame interconnect structure for EProd's 138 kV line termination is listed below under LCRA TSC Interconnecting Facilities)
- 138 kV bus including bus supports and foundations;
- One (1) 138 kV mobile transformer connection with switch
- Three (3) 138 kV surge arresters SA11, SA13 and SA14;
- Two (2) 138 kV coupling capacitor voltage transformers CCVT1 and CCVT2;
- One (1) 138 kV circuit switcher CS26445 with bypass switch 26447, foundation, jumpers and protective relaying;

- Two (2) 138 kV circuit breakers 26420 and 26440 with foundations and protective relay panels;
 - (the 1 one additional 138 kV circuit breaker, foundation, and protective relay panels for EProd's 138 kV line termination is listed below under LCRA TSC Interconnecting Facilities);
- Seven (7) 138 kV switches 26419, 26421, 26423, 26439, 26441, 26443 and 26444 with HV tubular stands and foundations;
 - (the additional 138 kV switches, stands, and foundations for EProd's 138 kV line termination is listed below under LCRA TSC Interconnecting Facilities);
- One (1) power transformer PWT4
- Transformer bus differential relaying panel
- 138 kV bus differential & breaker failure relaying panel
- One (1) control house (27' x 21')
- One (1) battery house (12' x 21') with battery and battery charger
- One (1) remote terminal unit
- Two (2) station service
- Substation property, ground grid, gravel, fencing and other appurtenances
- LCRA TSC facility additions to interconnect EProd's private radial line and the CTEC wholesale delivery point ("Interconnecting Facilities"):
 - One (1) set of 795 ACSR jumpers at the EProd provided line dead-end structure to connect the EProd line to the LCRA TSC span into the San Saba Substation.
 - One (1) 138 kV span of 795 ACSR conductors and overhead shield wire with insulators and hardware to terminate at the EProd line dead-end structure and to terminate at the LCRA TSC San Saba Substation line dead-end A-frame structure
 - One (1) 138 kV A-frame line dead-end structure with, 138 kV surge arresters for the new radial line towards EProd's facilities
 - One (1) 138 kV circuit breaker 26430, with associated disconnect switches 26429, 26431 and 26433, foundations, stands, jumpers, and line protective relaying panel, for EProd's private radial line to EProd's Pump Station #4 substation
 - Three (3) 138 kV metering class voltage transformers PT10
 - Two (2) NOIE TDSP read radial load metering point interval meters (one primary meter and one backup meter)

CTEC and/or EProd owns the following facilities:

- EProd owns the Pump Station #4 138 kV to 4160V substation, including all the facilities within the Pump Station #4 substation and specifically a 138 kV line disconnect switch to isolate the private radial line from the substation.
- EProd owns approximately 9½ miles of 138 kV single-circuit private radial line

with 795 ACSR conductors, overhead shield wire, and adequately grounded structures from the Pump Station #4 substation to the LCRA TSC San Saba Substation with insulators and hardware to terminate at the EProd full tension line dead-end structure described below.

- EProd shall erect a full tension line dead-end structure directly outside of the San Saba Substation at a location agreed to by LCRA TSC. EProd shall provide LCRA TSC with property rights for LCRA TSC's span between the EProd dead-end and the San Saba Substation property.

10. Operational Responsibilities of Each Party:

- Each Party operates the facilities it owns that are provided for in this Facility Schedule.
- Should EProd owned equipment require maintenance, for which LCRA TSC determines that a clearance of LCRA TSC-owned equipment at the San Saba Substation is needed, LCRA TSC shall issue switching orders and clearance orders to an LCRA TSC FCC (Field Construction Coordinator) on LCRA TSC owned equipment. LCRA TSC will invoice CTEC for costs for such switching orders and clearance orders associated with EProd owned equipment maintenance and CTEC agrees to pay LCRA TSC within 30 days of such invoice.
- Contact information for EProd substation/ line facilities operations shall be as follows:
 - 24 hour phone: 713-410-4580

11. Maintenance Responsibilities of Each Party

- Each Party maintains the facilities it owns that are provided for in this Facility Schedule.

12. Other Terms and Conditions:

- LCRA TSC agrees to use commercially reasonable efforts to construct and energize the Interconnecting Facilities and to make the Interconnecting Facilities used and useful to provide capacity and energy to the Pump Station #4 substation by January 31, 2018 (the "Scheduled Completion Date"), subject to availability to obtain transmission outages to complete the work.
- If, despite the use of commercially reasonable efforts, LCRA TSC is unable to complete the Interconnecting Facilities by the Scheduled Completion Date, LCRA TSC shall use commercially reasonable efforts to complete the Interconnecting Facilities as soon as possible thereafter. As soon as LCRA TSC becomes aware that the Interconnecting Facilities will not be completed by the Scheduled Completion Date, LCRA TSC shall promptly notify CTEC in writing, which notice shall set forth the new date that LCRA TSC estimates that the Interconnecting Facilities will be completed.
- CTEC shall provide written notification to LCRA TSC when CTEC begins

serving the EProd load through the LCRA TSC Interconnecting Facilities at the San Saba Substation.

- In the event that EProd cancels or delays its project, CTEC shall promptly notify LCRA TSC. Immediately upon receipt of such notice, LCRA TSC shall cease all work relating to the installation and construction of its Interconnecting Facilities for the Point of Interconnection.
- CTEC agrees to reimburse LCRA TSC for the costs of the LCRA TSC Interconnecting Facilities if CTEC does not serve the EProd load through the Interconnecting Facilities as provided for in this Facility Schedule.
- Cost Responsibilities of the Parties:
 - Each Party will be fully responsible for the costs and liabilities related to the facilities it owns as stated herein.
 - Each Party will be responsible for all costs it incurs in connection with the establishment and maintenance of the Point of Interconnection in accordance with this Facility Schedule.
 - If EProd cancels its retail load project or if the EProd load is not being served by CTEC through the San Saba Substation within nine (9) months after construction of the LCRA TSC Interconnecting Facilities at the San Saba Substation is completed, then CTEC will reimburse LCRA TSC for the actual installed costs incurred, the actual costs committed to be incurred, and the actual costs of removal of the LCRA TSC Interconnecting Facilities at the San Saba Substation that LCRA TSC determines cannot be recovered through its transmission cost of service rate. LCRA TSC's costs for this work are estimated to be \$490,000.00. LCRA TSC will submit to CTEC an invoice for such costs and CTEC agrees to pay LCRA TSC within 30 days of such invoice.
 - If CTEC is serving EProd through the LCRA TSC Interconnecting Facilities at the San Saba Substation within nine (9) months after construction of the LCRA TSC Interconnecting Facilities at the San Saba Substation is completed and CTEC has notified LCRA TSC accordingly, then each Party will be fully responsible for the costs and liabilities related to the facilities it owns and each Party will be responsible for all costs it incurs in connection with the establishment and maintenance of the Point of Interconnection in accordance with this Facility Schedule.
- It is understood by the Parties that the Interconnecting Facilities described above are being installed to enable CTEC to serve the EProd crude oil pipeline Pump Station #4 electrical load to be located in San Saba County, Texas, within the service territory of CTEC. LCRA TSC consents to the use of the Point of Interconnection for CTEC to provide retail delivery service to EProd's plant.
- Coordination and response to the ERCOT under-frequency, under-voltage or emergency load shedding program (if any) for CTEC load served out of the San Saba / EProd Pump Station #4 substation is the responsibility of CTEC.

- CTEC is responsible for all reporting and forecasting for CTEC load served out of the San Saba / EProd Pump Station #4 substation.

Sixth Amendment

