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Project No. 35070 TUTILITY COMMISSION

Third Amendment

INTERCONNECTION AGREEMENT

Between

LCRA Transmission Services Corporation

and

City of Bastrop

June 30, 2017

THIRD AMENDMENT TO INTERCONNECTION AGREEMENT

This Third Amendment ("Amendment") is made and entered into this 30 day of .2017, between the City of Bastrop ("City") and the 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 dated May 15, 2008, as amended by that certain Amendment No. 1, executed as of October 7, 2008, and as amended by that certain Amendment No. 2, executed as of December 15, 2009 (collectively, as amended, the "Agreement"); and

WHEREAS, LCRA TSC will remove switch 5331 from 138 kV Bay 1 at Bastrop City Substation and implement the FY18 Flood Mitigation Project which will include the installation of a new control house, raising several equipment foundations, running new cable to raised equipment, installing new communications equipment, installing fiber optics between control houses and security measures.

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. 1 (including the diagrams attached thereto) is deleted in its entirety and Facility Schedule No. 1 attached to this Third Amendment is hereby added to the Agreement in lieu thereof.
- 3. Facility Schedule No. 1 (including the diagrams attached thereto) attached to this Third Amendment will become effective upon execution of this Third 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 Third Amendment to be executed in several counterparts, each of which shall be deemed an original but all shall constitute one and the same instrument.

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Name: Lynda Humble

Date: 6/30/2017

LCRA TRANSMISSION SERVICES CORPORA/TION

1.

Name: Sergio Garza. P.E.

Title: LCRA Vice President, Transmission

Design and Protection

Date: JUNE 12 2017



EXHIBIT A Amendment No 3

FACILITY SCHEDULE NO.	LOCATION OF POINT(S) OF INTERCONNECTION (# of Points)	INTERCONNECTION VOLTAGE (kV)	EFFECTIVE DATE OF INTERCONNECTION
1	Bastrop City Substation (9)	12.5 kV	Date of 3 rd amendment
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FACILITY SCHEDULE NO. 1

Amendment No 3

- 1. Name: Bastrop City Substation
- 2. Facility Location: The Bastrop City Substation is located at 2500 Main Street, Bastrop, Bastrop County, Texas.
- 3. Points of Interconnection: There are nine (9) Points of Interconnection in the Bastrop City Substation generally described as:
 - where the incoming distribution line connects to the tubular bus between switches BA31 and BA33 at breaker BA30.
 - where the jumper from breaker BA30, passing through CT3, connects to the 4 hole pad on switch BA29.
 - where the jumper from breaker BA30 connects to the 4 hole pad on switch BA31.
 - where the incoming distribution line connects to the tubular bus between switches BA51 and BA53 at breaker BA50.
 - where the jumper from breaker BA50, passing through CT5, connects to the 4 hole pad on switch BA49.
 - where the jumper from breaker BA50 connects to the 4 hole pad on switch BA51.
 - where the incoming distribution line connects to the tubular bus between switches BA61 and BA63 at breaker BA60.
 - where the jumper from breaker BA60, passing through CT14, connects to the 4 hole pad on switch BA59.
 - where the jumper from breaker BA60 connects to the 4 hole pad on switch BA61.
- 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: The metered voltage is 12.5 kV. The metering current transformers are in each feeder bay. The metering potential transformers are on the 12.5 kV operating bus.
- 8. One Line Diagram Attached: Yes
- 9. Description of Facilities Owned by Each Party:

City of Bastrop owns:

• Three (3) distribution circuits including dead-end insulators that attach to the dead-end structure, conductor, and hardware

• Three (3) distribution circuit breakers BA30, BA50, and BA60 with foundations, jumpers, associated relaying panels and cabling

LCRA TSC owns:

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

- One (1) circuit switcher CS5335 with bypass switch 5337
- One (1) power transformer T1 with associated surge arresters, jumpers, foundation and protective relaying.
- One (1) single phase T1 current transformer CT18
- Four (4) distribution and total bays including A-frames, trusses, insulators, disconnect switches, surge arresters, 12.5 kV operating and transfer bus, bus potential transformer, and metering current transformers
- One (1) 12.5 kV motor operated bus tie switch BA74
- One (1) 12.5 kV bus tie switch BA72
- One (1) 138 kV current transformer CT15
- One (1) load break switch BA45
- Underfrequency relay panel
- One (1) meter panel with meters
- One (1) station service SS1 with fuse F2
- One (1) control house (20' x 38')
- One (1) control house (24' x 42') with batteries, battery charger and appurtenances
- Fiber optics between control houses
- One (1) battery house/office building and battery bank (21' x 27')
- Substation property, ground grid, gravel, fencing and other appurtenances
- 10. Operational Responsibilities of Each Party: Each Party will be fully 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:

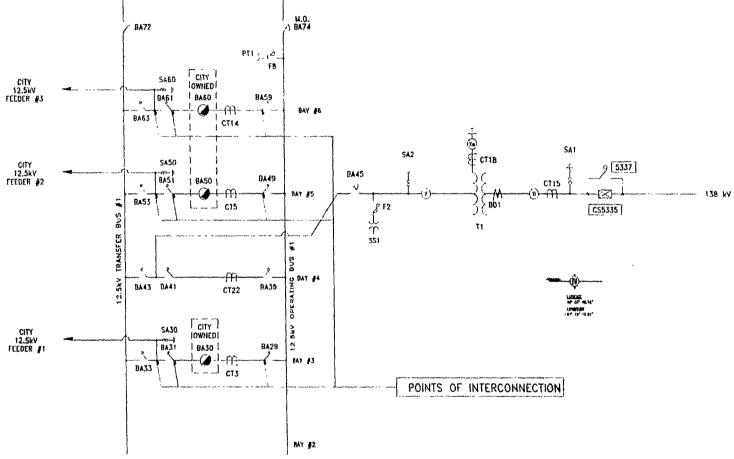
- LCRA TSC will provide City access to 125 VDC and 120 VAC power in its 20' x 38' control house. Circuits must have over current protection devices (OCPD) sized according to NEC standards.
- LCRA TSC will provide City with floor space (as available and as necessary) in its 20' x 38' control house for the installation of City required panels and equipment.
- Bastrop City Substation access and physical security will be in accordance with LCRA TSC standards which includes:
 - o An 8' tall ½" mesh security fence topped with 1'6" concertina wire
 - o Intrusion detection
 - o Perimeter lighting
 - o Hardened chains and locks at access points
 - o Yard and control house surveillance (cameras)
 - Card reader control house access with intercom to SOCC

- o RTU/Security cabinet card access only
- No control house windows (houses with existing windows will have them blocked)
- o 120 db sirens and flashing lights inside and outside of control house

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BASTROP CITY ONE-LINE DIAGRAM Amendment No 3





BASTROP CITY SUBSTATION

THIS IS NOT A COMPLETE ONE-LINE DIAGRAM FOR A COMPLETE ONE-LINE DIAGRAM OF THIS SUBSTATION, REFER TO DRAWING STO3-E-00012.