



Control Number: 35077



Item Number: 789

Addendum StartPage: 0

Project No. 35077

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Amendment No. 6

INTERCONNECTION AGREEMENT

Between

LCRA Transmission Services Corporation

and

Rio Grande Electric Cooperative, Inc.

December 1, 2017

789

**SIXTH AMENDMENT TO
INTERCONNECTION AGREEMENT**

This Sixth Amendment ("Amendment") is made and entered into this 1st day of December, 2017, between Rio Grande Electric Cooperative, Inc. ("RGEC") and LCRA Transmission Services Corporation ("LCRA TSC"), collectively referred to hereinafter as the Parties.

WHEREAS, LCRA TSC and RGEC entered into that certain Interconnection Agreement executed October 5, 2006, 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 May 28, 2015, as amended by that certain Amendment No. 3, executed as of July 17, 2015, as amended by that certain Amendment No. 4, executed as of October 16, 2015, , as amended by that certain Amendment No. 5, executed as of May 11, 2017 (collectively, as amended, the "Agreement"), and

WHEREAS, LCRA TSC will build the Pinto Creek Substation and RGEC will install distribution breakers to serve an industrial customer

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 Sixth Amendment is hereby added to the Agreement in lieu thereof.
2. Facility Schedule No. 3 (including the diagrams attached thereto) attached to this Sixth Amendment is hereby added to the Agreement.
3. Facility Schedule No. 3 (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.

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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.

RIO GRANDE ELECTRIC
COOPERATIVE, INC.

By: Daniel G. Laws

Name: Daniel G. Laws

Title: General Manager / CEO

Date: 11-30-17

LCRA TRANSMISSION SERVICES
CORPORATION

By: Sergio Garza, P.E.

Name: Sergio Garza, P.E.

Title: LCRA Vice President,
Transmission Design and Protection

Date: Dec. 01, 2017



Exhibit A
Amendment No. 6

FACILITY SCHEDULE NO.	LOCATION OF POINT(S) OF INTERCONNECTION (# of Points)	INTERCONNECTION VOLTAGE (KV)	EFFECTIVE DATE OF INTERCONNECTION
1	Rosita Creek (1)	138 kV	10/16/2015
2	Blewett (6)	24.9 kV	5/11/2017
3	Pinto Creek (6)	24.9 kV	Date of 6 th Amendment
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FACILITY SCHEDULE NO. 3

Amendment No. 6

1. **Name:** Pinto Creek Substation
2. **Facility Location:** LCRA TSC's Pinto Creek Substation is located XXXXXXXXXXXXXXXXXXXXXXXXXXXX. Pinto Creek Substation is connected to the 138kV transmission line from Brackettville Substation to Hamilton Road Substation.
3. **Point of Interconnection:** There are six (6) Points of Interconnection in Pinto Creek Substation generally described as:
 - where the incoming distribution line connects to the tubular bus between switches PC131 and PC133 at breaker PC130.
 - where the jumper from breaker PC130 connects to the 4 hole pad on switch PC131.
 - where the jumper from breaker PC130 connects to the 4 hole pad on switch PC129.
 - where the incoming distribution line connects to the tubular bus between switches PC141 and PC143 at breaker PC140.
 - where the jumper from breaker PC140 connects to the 4 hole pad on switch PC141.
 - where the jumper from breaker PC140 connects to the 4 hole pad on switch PC139.
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:** 24.9 kV
7. **Metered Voltage and Location:** The metered voltage is 24.9 kV utilizing metering current transformers located inside power transformer T1 and metering potential transformers located on the 24.9 kV operating bus.
8. **One Line Diagram Attached:** Yes
9. **Description of Facilities Owned by Each Party:**

RGEC owns the following equipment (see attached one-line for details);

 - All 24.9 kV distribution circuit breakers including jumpers, protective relay packages and foundations.
 - All 24.9 kV distribution circuits with associated 24.9 kV surge arresters
 - Underfrequency relay panel (if required)

LCRA TSC owns the following equipment (see attached one-line for details);

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

- One (1) 138 kV circuit switcher disconnect switch 29424
- One (1) 138 kV circuit switcher CS29425 and associated bypass switch 29427
- One (1) power transformer T1 with associated surge arresters, foundation and protective relay package
- One (1) 24.9 kV transformer bus disconnect switch PC01
- All distribution and total bays including A-frames, trusses, insulators, disconnect switches, bus tie switches, bus potential transformers, 24.9 kV operating and transfer bus and associated cabling
- One (1) meter panel with meters
- Two (2) station service 138 kV PVT1(not shown on one line drawing) and SS1 with associated fuse F2
- One (1) control house (24' X 42'), battery bank and battery charger and other appurtenances
- Substation property, ground grid, gravel, fencing and other appurtenances

10. Operational Responsibilities of Each Party:

- Each Party is responsible for the operation of the equipment it owns.
- RGEC designates LCRA TSC as its representative and with the authority to act on its behalf in performing the duties of a "Local Control Center"* Transmission Operator for the Pinto Creek Substation. The Parties agree to adhere to the latest version of the LCRA TSC Transmission Operations Handbook, or a subsequent revision or edition as it may be delivered to RGEC from time to time by LCRA TSC in carrying out the transmission operations at Pinto Creek Substation. Either Party may provide 90 days written notice to the other Party to end this transmission operating arrangement; and in the event of this notice the Parties agree to then amend this Facility Schedule Section 10 to read "Each Party shall operate and control the facilities it owns." or other mutually agreeable language.
- *Local Control Center – an entity that enters into NERC joint registration pursuant to a written agreement (aka Coordinated Functional Registration) with ERCOT ISO for the NERC Transmission Operator function within the ERCOT region. The written agreement used for joint registration includes the TOP JRO/CFR Responsibility Matrix, which may change from time to time due to changes in NERC Reliability Standards, and which identifies the NERC Transmission Operator requirements applicable to this entity

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 share access to the substation by allowing RGEC to place a hardened lock in series with LCRA TSC's lock in the chain securing the gate.
- LCRA TSC will share access to the control house. Access is obtained by calling LCRA TSC's System Operations Control Center using the intercom at the door of

the control house.

- LCRA TSC will provide RGEC access to 125 VDC and 120 VAC power. Circuits must have over current protection devices (OCPD) sized according to NEC standards.
- LCRA TSC will provide RGEC with floor space (as necessary) in its control house for the installation of RGEC required relay panel boards and equipment.
- Pinto Creek Substation access and physical security will be in accordance with LCRA TSC standards which includes:
 - An 8' tall ½" mesh security fence topped with 1'6" concertina wire
 - Intrusion detection
 - Perimeter lighting
 - Hardened chains and locks at access points
 - Yard and control house surveillance (cameras)
 - Card reader control house access with intercom to SOCC
 - RTU/Security cabinet card access only
 - No control house windows (houses with existing windows will have them blocked)
 - 120 db sirens and flashing lights inside and outside of control house

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