

Control Number: 35077



Item Number: 1005

Addendum StartPage: 0



RECEIVED
2019 SEP 10 PM 12:47
PUBLIC UTILITY COMMISSION
FILING CLERK

September 10, 2019

Filing Clerk
Public Utility Commission of Texas
1701 Congress Avenue
P.O. Box 13326
Austin, TX 78711-3326

Re: Project No./Docket No. 35077—Wind Energy Transmission Texas, LLC's Generation Interconnection Agreement Filing Pursuant to PUCT Substantive Rule 25.195(e)

Attached, please find the First Amendment to Generation Interconnection Agreement (the "Amendment") between Wind Energy Transmission Texas, LLC ("WETT") and IP Juno, LLC ("Juno") dated to be effective as of September 5, 2019, for filing at the Public Utility Commission of Texas ("PUCT") pursuant to Substantive Rule 25.195(e).

WETT and Juno entered into that certain Generation Interconnection Agreement dated as of December 22, 2018 (the "Agreement"), and filed the Agreement with the PUCT on January 22, 2019.

The attached Amendment does not create any deviations from the Standard Generation Interconnection Agreement. The Amendment only alters certain details included in Exhibit "C" Interconnection Details and Exhibit "D" Notice and EFT Information of the Generation Interconnection Agreement to the Agreement.

Sincerely,

WIND ENERGY TRANSMISSION TEXAS, LLC

By: _____
Name: Patrick Burnett
Title: Contracts Manager

Phone: 512.279.7369

WIND ENERGY TRANSMISSION TEXAS, LLC
1901 Capital Parkway, Suite 200
Austin, Texas 78746
WWW.WINDENERGYOFTEXAS.COM

Fax: 512.279.7398

FIRST AMENDMENT TO GENERATION INTERCONNECTION AGREEMENT

This First Amendment To Generation Interconnection Agreement (this "Amendment") between Wind Energy Transmission Texas, LLC (the "Transmission Service Provider" or "TSP") and IP Juno, LLC (the "Generator") is made to be effective as of September 5, 2019 (the "Effective Date") by and between TSP and Generator (each hereinafter individually referred to as "Party," and collectively referred to as "Parties").

RECITALS:

WHEREAS, TSP and Generator entered into that certain Generation Interconnection Agreement dated as of December 22, 2018 (the "Original GIA"); and

WHEREAS, TSP and Generator desire to amend the Original GIA as more fully described herein;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises of the Parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agree as follows:

AGREEMENT:

1. All capitalized terms used herein and not otherwise defined have the same meaning as those used in the Original GIA.

2. Exhibit "C" Interconnection Details of the Original GIA is hereby deleted in its entirety and replaced with the Exhibit "C" Interconnection Details attached to this Amendment.

3. Exhibit "D" Notice and EFT Information of the Generation Interconnection Agreement of the Original GIA is hereby deleted in its entirety and replaced with the Exhibit "D" Notice and EFT Information of the Generation Interconnection Agreement attached to this Amendment.

4. Except as amended by this Amendment, the terms and conditions of the Original GIA are unaffected and remain in full force and effect.

5. This Amendment shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

6. This Amendment is governed by and shall be construed in accordance with the internal laws of the state of Texas, including the then effective rules and regulations promulgated by the Public Utility Commission of Texas but excluding any conflict of law rule or principle that might refer the governance or construction of this Amendment to the law of another jurisdiction.

7. If any provision of this Amendment is held to be unenforceable, this Amendment shall be considered divisible, and such provision shall be deemed inoperative to the extent it is

deemed unenforceable, and in all other respects this Amendment shall remain in full force and effect; provided, however, that, if any provision may be made enforceable by limitation thereof, then such provision shall be deemed to be so limited and shall be enforceable to the maximum extent permitted by applicable law.

8. This Amendment shall become effective when it shall have been executed by the Parties. Delivery of an executed counterpart of a signature page to this Amendment by facsimile or other electronic delivery shall be effective as delivery of a manually executed counterpart of this Amendment.

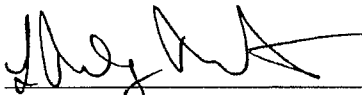
[SIGNATURE PAGE FOLLOWS.]

**SIGNATURE PAGE TO
FIRST AMENDMENT TO GENERATION INTERCONNECTION AGREEMENT**

IN WITNESS WHEREOF, the Parties have executed this Amendment to be effective as of the Effective Date.

TRANSMISSION SERVICE PROVIDER:

WIND ENERGY TRANSMISSION TEXAS, LLC

By: 
Name: L. Wayne Morton
Title: CEO
Date: 9/9/19

GENERATOR:

IP JUNO, LLC,
a Delaware limited liability company

By: IP Portfolio I, LLC,
a Delaware limited liability company,
its sole member

By: IP Renewable Energy Holdings LLC,
a Delaware limited liability company,
its sole member

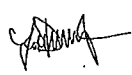
Signature: 
Name: Luke Dunnington
Title: Vice President
Date: 09/05/2019

Exhibit "C"
Interconnection Details

1. **Name:** IP Juno, LLC
2. **Point of Interconnection Location:** H-frame in the Generator Interconnection Facilities
3. **Delivery Voltage:** 138kV
4. **Number and Size of Generating Units:**

 Solar: Eighty-seven (87) TMEIC inverters @ 3.6 MW / 3.9MVA @45deg C (3.9 MW / 4.2MVA @25deg C)
 Total output: 313.2 MW
5. **Type of Generating Unit:**

 Solar inverters powered photovoltaic modules.
6. **Metering and Telemetry Equipment:**
 To be determined based on the Study Results
7. **Generator Interconnection Facilities:**

 The GIF shall include all of the facilities not included in Section 8 of this Exhibit "C" that are necessary for interconnection in accordance with this Agreement, including, without limitation, the following facilities (see the attached one-line diagram in Attachment 1 to Exhibit "C"):
 - a) GIF include the following:
 - i) the Substations and all facilities within them, except for those facilities identified as being owned by TSP in Section 6 above and Section 8 below
 - ii) communication equipment described in Section 9a below
 - iii) other facilities as needed based on the Study Results
8. **Transmission Service Provider Interconnection Facilities:**
 To be determined based on the Study Results
9. **Communications Facilities:**
 To be determined based on the Study Results
10. **System Protection Equipment:**
 To be determined based on the Study Results
11. **Inputs to Telemetry Equipment:**

 Telemetry is an ERCOT requirement that must be discussed and determined between ERCOT and Generator and installed by Generator as, if, and when required by ERCOT.

12. **Supplemental Terms and Conditions, if any, attached:**

To be determined based on the Study Results

13. **Special Operating Conditions, if any, attached:**

To be determined based on the Study Results

Exhibit "D"
Notice and EFT Information of the Generation Interconnection Agreement

<p>(a) All notices of an operational nature shall be in writing and/or may be sent between the Parties via electronic means including facsimile as follows:</p>	
<p>If to TSP:</p> <p>Wind Energy Transmission Texas, LLC Attn: Operations Director 1901 Capital Parkway, Suite 200 Austin, Texas, 78746 24 Hour Telephone (512) 436-9404 Operational/Confirmation Fax (512) 436-9502 E-mail aaron.brooks@windenergyoftexas.com</p>	<p>If to Generator:</p> <p>IP Juno, LLC c/o Intersect Power Attn: Christian Fiene, Principal 9450 SW Gemini Drive PMB #68743 Beaverton, OR 97008-7105 24 Hour Telephone (317) 345-0632 E-mail christian@intersectpower.com</p>
<p>(b) Notices of an administrative nature:</p>	
<p>If to TSP:</p> <p>Wind Energy Transmission Texas, LLC Attn: Contracts Manager 1901 Capital Parkway, Suite 200 Austin, Texas, 78746 Phone: (512) 279-7389 Fax: (512) 279-7398 E-mail: pat.burnett@windenergyoftexas.com</p>	<p>If to Generator:</p> <p>IP Juno, LLC c/o Intersect Power Attn: Christian Fiene, Principal 9450 SW Gemini Drive PMB #68743 Beaverton, OR 97008-7105 Phone: (317) 345-0632 Fax: () - E-mail: christian@intersectpower.com</p>
<p>(c) Notice for statement and billing purposes:</p>	
<p>If to TSP:</p> <p>Wind Energy Transmission Texas, LLC Attn: Vice President Finance and Regulatory 1901 Capital Parkway, Suite 200 Austin, Texas, 78746 Phone: (512) 279-7379 E-mail: accounting@windenergyoftexas.com</p>	<p>If to Generator:</p> <p>IP Juno, LLC c/o Intersect Power Attn: Christian Fiene, Principal 9450 SW Gemini Drive PMB #68743 Beaverton, OR 97008-7105 Phone: (317) 345-0632 Fax: () - E-mail: christian@intersectpower.com</p>
<p>(d) Information concerning electronic funds transfers:</p>	
<p>If to TSP:</p> <p>Wind Energy Transmission Texas, LLC Attn: Vice President Finance and Regulatory 1901 Capital Parkway, Suite 200 Austin, Texas, 78746 Phone: (512) 279-7379 E-mail: accounting@windenergyoftexas.com</p>	<p>If to Generator:</p> <p>Bank Name City, State ABA No. _____ for credit to: _____ Account No. _____</p>