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FIRST AMENDMENT TO
GENERATION INTERCONNECTION AGREEMENT

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This First Amendment To Generation Interconnection Agreement (this "Amendment") between The City of Garland, Texas, a Texas home-rule municipality doing business as Garland Power & Light (the "Transmission Service Provider" or "TSP") and Concho Bluff LLC (the "Generator") is made to be effective as of January 29, 2020 (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 January 25, 2019 (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 "B" Time Schedule of the Original GIA is hereby amended by replacing the Scheduled Trial Operation Date and Scheduled Commercial Operation Date with the following:

"In-Service Date (s); September 22, 2020

"Scheduled Trial Operation Date: October 9, 2020

Scheduled Commercial Operation Date: December 31, 2020"

3. Exhibit "C" Interconnection Details of the Original GIA is hereby amended by replacing Type of Generating Unit with the following:

352 TMEIC PVH-L840GR, each rated at 791.7 kVA at the maximum site temperature of 41.1 °C, for a total solar photovoltaic project nameplate of 278.68 MVA. 340 inverters are grouped in units of 5 resulting in 68 TMEIC inverter skids each rated at 3958.5 kVA 41.1 °C whereas 12 inverters are grouped in units of 4 resulting in 3 TMEIC inverter skids each rated at 3166.8 kVA at 41.1 °C.

And amending Generator Interconnection Facilities by replacing item 7-A partial tension dead-end with slack span dead-end: and deleting 7-B.

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

5. Exhibit "E" Security Arrangement Details of the Original GIA is hereby amended by replacing the Security schedule in its entirety with the following:

	Security Requirement	Cumulative Security
Security Effective Date – Amount includes CCN – posted February 7, 2019	\$ 200,000	\$ 200,000
Any time before CCN Approval or within ten (10) days after CCN Approval for transmission line and substation detailed engineering - posted June 26, 2019	\$ 1,600,000	\$ 1,800,000
Four (4) months after notice to proceed is received for engineering or as request by TSP – posted October 8, 2019	\$ 14,600,000	\$ 16,400,000
Security for construction should be received after notice to proceed is received for procurement and as requested by TSP or no later than – January 31, 2020	\$ 14,300,000	\$ 30,700,000

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

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

8. 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.

9. 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.

10. 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:

THE CITY OF GARLAND, TEXAS

By: 

Name:

Title:

Date:

Darrell Clow
Chief Financial Officer - CGL
1/29/2020

GENERATOR:

CONCHO BLUFF LLC

By: 

Name:

Title:

Date:

William Demar
Secretary
1/29/20

Exhibit "D"
Notice Information of the Standard Generation Interconnection Agreement

(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:	
If to Garland Power & Light Attn: Electric Grid Controller 525 E. Avenue B Garland, TX 75040 24 Hour Telephone: (972) 205-3063 / 3068 Fax: (972) 205-3106	If to Concho Bluff LLC Attn: William Demas c/o Copenhagen Infrastructure Partners III K/S 412 West 15th Street, 15th Floor New York, NY 10011 Phone: 212-403-3177 E-mail: wdc@cip.dk
(b) Notices of an administrative nature:	
If to Garland Power & Light Attn: Sr. Managing Director 217 N. Fifth St. Garland, TX 75040 Phone: (972) 205-2000	If to Concho Bluff LLC Attn: William Demas c/o Copenhagen Infrastructure Partners III K/S 412 West 15th Street, 15th Floor New York, NY 10011 Phone: 212-403-3177
(c) Notice for statement and billing purposes:	
If to Garland Power & Light Attn: Sr. Managing Director 217 N. Fifth St. Garland, TX 75040 Phone: (972) 205-2000	If to Concho Bluff LLC Attn: William Demas c/o Copenhagen Infrastructure Partners III K/S 412 West 15th Street, 15th Floor New York, NY 10011 Phone: 212-403-3177