

Control Number: 35077



Item Number: 1240

Addendum StartPage: 0



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PUBLIC UTILITY COMMISSION
FILING CLERK

March 8, 2021

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 Edmondson Ranch Wind, LLC ("Edmondson") dated to be effective as of February 23, 2021, for filing at the Public Utility Commission of Texas ("PUCT") pursuant to Substantive Rule 25.195(e).

WETT and Edmondson entered into that certain Generation Interconnection Agreement dated as of September 28, 2017 (the "Agreement") and filed the Agreement with the PUCT on October 18, 2017.

The attached Amendment does not create any deviations from the Standard Generation Interconnection Agreement. The Amendment only alters certain details included in the Exhibit "B" Time Schedule, 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: Travis Leverett

Title: Contracts Manager

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

Phone: 737.218.4517

Fax: 512.279.7398

1240

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 Edmondson Ranch Wind, LLC (the "Generator") is made to be effective as of February 23, 2021 (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 September 28, 2017 (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 deleted in its entirety and replaced with the Exhibit "B" Time Schedule attached to this Amendment.

3. 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.

4. 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.

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

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

7. 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.

8. 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.

9. 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: 2/26/2021

GENERATOR:

EDMONDSON RANCH WIND, LLC

By: _____
Name: _____
Title: _____
Date: _____

**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: _____

GENERATOR:

EDMONDSON RANCH WIND, LLC


By:  _____
Name: Matthew S Handel
Title: Vice President
Date: 3/2/2021

Exhibit "B"
Time Schedule

Interconnection Option chosen by Generator (check one): X Section 4.1.A. or Section 4.1.B.

Attachment 1 to Exhibit "B" sets forth the notice to proceed and security requirements the Generator must comply with so that TSP may maintain schedule to meet the In-Service Date. The information in Attachment 1 to Exhibit "B" is based on representations made by the Generator as well as circumstances in existence as of the Effective Date. Such information is subject to change as provided in this Agreement. The Generator acknowledges and agrees that the In-Service Date, Scheduled Trial Operation Date, and Scheduled Commercial Operation Date are contingent upon the Generator timely providing notices to proceed and security amounts as required herein. Without limiting any other rights of the TSP under this Agreement, if the Generator fails to timely provide any notice to proceed and/or security amount as set forth in Attachment 1 to Exhibit "B," the schedule, In-Service Date, Scheduled Trial Operation Date, and Scheduled Commercial Operation Date are subject to change at TSP's discretion.

In - Service Date(s): **October 31, 2022**

Scheduled Trial Operation Date: **November 18, 2022**

Scheduled Commercial Operation Date: **November 30, 2022**

Due to the nature of the subject of this Agreement, the Parties may mutually agree to change the dates and times specified in this Exhibit "B." The Parties acknowledge and agree that the Generator's failure to fulfill the conditions under Section 4.1.1, Section 4.2, and Section 4.3 in a timely fashion in accordance with the dates set forth in this Exhibit "B" will result in adjustments to the applicable In-Service Date, Scheduled Trial Operation Date, and Scheduled Commercial Operation Date, and may cause the need for additional or revised studies to be performed or other reasonably related conditions or obligations to be fulfilled. The Parties further acknowledge and agree that ERCOT may require additional studies at any time due to changing system conditions or otherwise and that this Agreement is subject to revision as necessary based on the outcome of any such additional studies.

Generator acknowledges and agrees that the dates set forth in this Exhibit "B" were established based on the circumstances of Generator being the next-in-line entity attempting to interconnect its generating facilities to TSP's TIF, and that such dates are subject to change in the event a third party generator desiring to interconnect said third party generator's generating facilities to TSP's TIF (an "Intervening Generator") provides the applicable notice to proceed and security with respect to the Intervening Generator's interconnection prior to TSP having received from Generator Generator's notice to proceed and security as specified under Section 4.1.1, Section 4.2, and Section 4.3.

Generator acknowledges and agrees that the activities of an Intervening Generator that provides

the applicable notice to proceed and security as described in the paragraph above may result in the need for additional studies and/or restudies, that such additional studies and/or restudies may result in a change in the number of days needed for TSP to design, procure, and construct the TIF, and that any such changes may require changes to one or more dates set forth in this Exhibit "B." Generator further acknowledges and agrees that any such additional studies and/or restudies may also result in changes to the financial security amounts set forth in Exhibit "E."

Generator acknowledges and agrees that, at Generator's request and as an accommodation to Generator, TSP is entering into this Agreement based on a large number of assumptions as of the Effective Date and also prior to the results of the studies contemplated by the Full Interconnection Study Agreement executed as of May 3, 2017 between TSP and Generator (as the same may be amended from time to time) (the "Study Results") being available. Accordingly, Generator acknowledges and agrees that one or more dates set forth in this Exhibit "B," one or more interconnection details in Exhibit "C," and/or the financial security amounts set forth in Exhibit "E" are all subject to change based upon any of the assumptions on which this Agreement was based being incorrect or otherwise upon the Study Results. In such event, the Parties agree to negotiate an applicable amendment to this Agreement to reflect any corrected assumptions and/or the Study Results.

Attachment 1 to Exhibit “B”

Notices to Proceed and Amount of Security

Anticipated Activities	Dates: Notice to Proceed & TSP Securities Due	Security Amounts \$USD
Initial engineering, bidding project, real estate acquisition and geotechnical investigations	Upon execution, which shall be no later than February 26, 2021	\$500,000
Full Notice To Proceed	May 26, 2021	TBD based on Study Results
TOTAL SECURITY		\$TBD

**Exhibit “C”
Interconnection Details**

1. **Name:** Edmondson Ranch Wind, LLC
2. **Point of Interconnection Location:** Bernoulli Substation H-Frame
3. **Delivery Voltage:** 345kV
4. **Number and Size of Generating Units:** The total capacity of Edmondson Ranch is 295.6 MW composed of 95 quantity GE 2.82 MW and 11 quantity GE 2.52 MW wind turbines.
5. **Type of Generating Unit:** The project is composed of GE models of 2.82 MW and 2.52 MW wind turbines.
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) the 345 kV transmission line, including structures, conductors, insulators, connecting hardware and optical ground wire ("OPGW") from the one (1) Substation to the Point of Interconnection
 - iii) communication equipment described in Section 9 below

The above list is not intended to be a complete list of all facilities that are part of the GIF.

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

Attachment 1 to Exhibit “C”

One Line Diagram

[TO BE DEVELOPED BY GENERATOR AND INCLUDED WHEN AVAILABLE]

Exhibit "D"**Notice and EFT Information of the 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 TSP: Wind Energy Transmission Texas, LLC Attn: Operations Director 1901 Capital Parkway, Suite 200 Austin, Texas, 78746 24 Hour Telephone: (737) 218-4580 Operational/Confirmation Fax: (512) 279-7398 E-mail: dbueche@wettllc.com	If to Generator: Edmondson Ranch Wind, LLC Attn: Charles Lande Address: 700 Universe Blvd. Juno Beach, FL 33408-2683 24 Hour Telephone (561) 304-5912 Operational/Confirmation Fax () - E-mail: Charles.Lande@nexteraenergy.com
(b) Notices of an administrative nature:	
If to TSP: Wind Energy Transmission Texas, LLC Attn: Contracts Manager 1901 Capital Parkway, Suite 200 Austin, Texas, 78746 Phone: (737) 218-4517 Fax: (512) 279-7398 E-mail: tleverett@wettllc.com	If to Generator: Edmondson Ranch Wind, LLC Attn: Charles Lande Address: 700 Universe Blvd. Juno Beach, FL 33408-2683 Phone: (561) 304-5912 Fax: () - E-mail: Charles.Lande@nexteraenergy.com
(c) Notice for statement and billing purposes:	
If to TSP: Wind Energy Transmission Texas, LLC Attn: Chief Financial Officer 1901 Capital Parkway, Suite 200 Austin, Texas, 78746 Phone: (737) 218-4530 E-mail: accounting@wettllc.com	If to Generator: Edmondson Ranch Wind, LLC Attn: Charles Lande Address: 700 Universe Blvd. Juno Beach, FL 33408-2683 Phone: (561) 304-5912 Fax: () - E-mail: Charles.Lande@nexteraenergy.com
(d) Information concerning electronic funds transfers:	
If to TSP: Wind Energy Transmission Texas, LLC Attn: Chief Financial Officer 1901 Capital Parkway, Suite 200 Austin, Texas, 78746 Phone: (737) 218-4530 E-mail: accounting@wettllc.com	If to Generator: Bank Name: TBD City, State: TBD ABA No. TBD _____ for credit to: TBD Account No. TBD _____