



Filing Receipt

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October 29, 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 BRP Dickens BESS LLC ("BRP") dated to be effective as of October 28, 2021, for filing at the Public Utility Commission of Texas ("PUCT") pursuant to Substantive Rule 25.195(e).

WETT and BRP entered into that certain Generation Interconnection Agreement dated as of November 2, 2020 (the "Agreement") and filed the Agreement with the PUCT on November 17, 2020.

The attached Amendment does not create any deviations from the Standard Generation Interconnection Agreement except for altering certain details included in Exhibit "C" Interconnection Details to the Agreement.

Sincerely,

WIND ENERGY TRANSMISSION TEXAS, LLC

By: 
Name: Travis Leverett
Title: Contracts Manager

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 BRP Dickens BESS LLC (the "Generator") is made to be effective as of October 28, 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 November 2, 2020 (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. Section 4 of Exhibit "C" Interconnection Details of the Original GIA is hereby deleted in its entirety and replaced with the following:

"4. Number and Size of Generating Units: The plant is a Battery Energy Storage System ("BESS") facility with one Point of Interconnection to the grid. The nominal plant rating is approximately 202.33-MW of AC power, with a maximum rating of 200-MW at the Point of Interconnection."

3. Section 5 of Exhibit "C" Interconnection Details of the Original GIA is hereby deleted in its entirety and replaced with the following:

"5. Type of Generating Unit: Sixty (60) Inverter units rated at 4.0 MVA each, with a total gross capacity of 240.0 MVA. Manufacturer: Sungrow Inverter type: SC4000UD-MV-US."

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: 10/28/2021

GENERATOR:

BRP DICKENS BESS LLC

By: 
Name: Mark Klein
Title: Senior Vice President and Secretary
Date: Oct 28, 2021






BRP First Amendment SGIA 10.28.2021 - WETT Executed

Final Audit Report

2021-10-28

Created:	2021-10-28
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"BRP First Amendment SGIA 10.28.2021 - WETT Executed" History

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