



Filing Receipt

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January 5, 2023

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 Amended and Restated Generation Interconnection Agreement (the “Amendment”) between Wind Energy Transmission Texas, LLC (“WETT”) and BURKSOL LLC (“BURKSOL”) dated to be effective as of December 29, 2022 for filing at the Public Utility Commission of Texas (“PUCT”) pursuant to Substantive Rule 25.195(e).

WETT and BURKSOL entered into that certain Amended and Restated Generation Interconnection Agreement dated as of November 17, 2022 (the “Agreement”) and filed the Agreement with the PUCT on November 29, 2022.

The attached Amendment does not create any deviations from the Standard Generation Interconnection Agreement except for altering certain details included in Attachment 1 to Exhibit “B” Notices to Proceed and Amount of Security and Exhibit “C” Interconnection Details to the Agreement.

Sincerely,

WIND ENERGY TRANSMISSION TEXAS, LLC

By: Kimberly Jones
Name: Kimberly Jones
Title: Contracts Analyst

FIRST AMENDMENT TO AMENDED AND RESTATED GENERATION INTERCONNECTION AGREEMENT

This First Amendment To Amended and Restated Generation Interconnection Agreement (this "Amendment") between Wind Energy Transmission Texas, LLC (the "Transmission Service Provider" or "TSP") and BURKSOL LLC (the "Generator") is made to be effective as of December 29, 2022 (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 Amended and Restated Generation Interconnection Agreement dated as of November 17, 2022 (the "GIA"); and

WHEREAS, TSP and Generator desire to amend the 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 GIA.

2. Attachment 1 to Exhibit "B" Notices to Proceed and Amount of Security of the GIA is hereby deleted in its entirety and replaced with the Attachment 1 to Exhibit "B" Notices to Proceed and Amount of Security attached to this Amendment.

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

4. Except as amended by this Amendment, the terms and conditions of the 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.

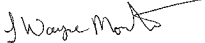
[SIGNATURE PAGE FOLLOWS.]

**SIGNATURE PAGE TO
FIRST AMENDMENT TO AMENDED AND RESTATED
GENERATION INTERCONNECTION AGREEMENT**

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

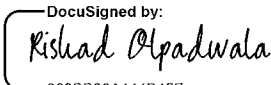
TRANSMISSION SERVICE PROVIDER:

WIND ENERGY TRANSMISSION TEXAS, LLC

By: 
Name: L. Wayne Morton
Title: CEO
Date: Dec 30, 2022

GENERATOR:

BURKSOL LLC

By: 
Name: Rishad Olpadwala
Title: Chief Development Officer
Date: 12/30/2022

Attachment 1 to Exhibit “B”

Notice to Proceed and Amount of Security

Anticipated Activities	Dates: Notice to Proceed and Security Deposits	Security Amounts \$USD
Executed SGIA, Place Deposit, Initial engineering, bidding project, real estate acquisition. Limited Notice to Proceed	November 21, 2022	\$500,000
Second Limited Notice to Proceed	January 2, 2023	\$8,700,000
Award EPC contract, material procurement and construction Full Notice to Proceed	June 2, 2023	\$6,872,420
TOTAL SECURITY		\$16,072,420

Exhibit "C"
Interconnection Details

1. **Name:** Donegal BESS
2. **Point of Interconnection Location:** The Donegal BESS Point of Interconnection ("POI") is located north of WETT's existing 345 kV Cottonwood switching station in Dickens County, TX. The POI is located at the last structure of WETT's transmission line connecting the Generator Substation to WETT's Cottonwood 345 kV switching station. The last structure will be located directly outside, adjacent to the Generator's station fence. More specifically, the POI is where the Generator's jumpers physically connect to WETT's 345 kV transmission line that terminates on WETT's dead-end structure located outside the Generator's station fence.
3. **Delivery Voltage:** 345kV
4. **Number and Size of Generating Units:** 7(75) SMA SC 4000 UP-US Central Inverters
5. **Type of Generating Unit:** Unit 1: SMA SC 4000 UP US Central Inverters
6. **Metering and Telemetry Equipment:**
Metering (voltage, location, losses adjustment due to metering location, and other), telemetry, and communications requirements shall be as follows:
 - a) TSP shall, in accordance with ERCOT Requirements and Good Utility Practice, install, own, operate, inspect, test, calibrate, and maintain 138 kV metering accuracy potential and current transformers and associated metering and telemetry equipment located in the TIF. TSP will connect its EPS meters to ERCOT via a communication link. Primary EPS metering data may be made available to Generator via a Generator owned communication link connected to TSP's meters. Such data, if provided to the Generator, will be for Generator's informational purposes only. The Generator shall not rely on such data as the primary source for the metering data addressed in Sections 6 (b) and (c) below, or for any other scheduling or operational purposes. TSP makes no guarantee of the quality or availability of such data. The provisions of Exhibit "A," Section 5.5.G, shall not apply to TSP's RTU.
 - b) TSP shall, in accordance with ERCOT Requirements, compensate the line losses between the TSP station and the point of change of ownership. Line loss compensation will be programmed into the meters per ERCOT Requirements.
 - c) Generator shall, in accordance with Good Utility Practice, install, own, operate, inspect, test, calibrate, and maintain the necessary metering potential and current transformers and associated metering and telemetry equipment in the GIF and/or Plant to satisfy the ERCOT Requirements for the provision of metering data by Generator's "Qualified Scheduling Entity."
 - d) Prior to the In-Service Date, acceptance tests will be performed by TSP and Generator to ensure the proper functioning of all metering, telemetry, and communications equipment, and to verify the accuracy of data being received by TSP.

- e) Following the Commercial Operation date, each Party shall test its metering, telemetry, and communications equipment in accordance with ERCOT Requirements and Good Utility Practice. Each Party shall give the other Party reasonable advance notice of such testing. Each Party shall have the right to observe testing performed by the other Party.

Any changes to Generator's metering, telemetry, and communication equipment, including meters, voltage transformers, current transformers, and associated RTU, panels, hardware, conduit and cable, that will affect the data being received by TSP hereunder must be mutually agreed to by the Parties.

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 project collector substation (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 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:**

345 kV Cottonwood Switchyard Scope

Switchyard Physical

The Physical scope of this project will be to furnish and install (including all Engineering and Design required):

- (1) – 345 kV, 3000 A, 63kA Gas Circuit Breaker
- (3) – 345 kV, 3000 A Motor Operated Double End Break Switches
- (1) – 345 kV Ground Switch
- (3) – 345 kV, 1800/3000:1 0.3 WXYZM ZZ CCVT'S
- (3) – 345 kV 220 MCOV Surge Arresters
- (1 LOT) – Bus and Conductor as Required
- (1 LOT) – Conduit and Trench as Required

Civil & Structural

The Civil and Structural scope of this project will be to furnish and install (including all Engineering and Design required):

- (2) – 345 kV Dead End H-Frames with Pier Foundations

- (1) – 345 kV Gas Circuit Breaker Mat Foundation
- (3) – 345 kV Motor Operated Double End Break Switch Stands & Pier Foundations
- (1) – 345 kV Grounding Switch Stand & Pier Foundation
- (3) – 345 kV 1-Phase CCVT Stands and Pier Foundations
- (3) – 345 kV 1-Phase Surge Arrester Stands and Pier Foundations
- (1 LOT) – Switch Ground Mats
- (1 LOT) – Miscellaneous Steel for switch-mounted bus supports

9. **Communications Facilities:**

If GIF includes fiber optic cable, including, but not limited to OPGW, all dielectric self-supporting (ADSS) cable and underground fiber optic cable, it shall be installed by Generator. Generator shall, at its cost, engineer, furnish, and install at its Substations an all dielectric fiber optic station entrance cable system to ensure that no fiber optic cable with metallic members is extended into the Substation control building. Fiber optic cable with metallic members includes, but is not limited to, OPGW, fiber optic cable with an integral trace wire, and metallic-armored fiber optic cable. The all-dielectric fiber optic station entrance cable system shall include all-dielectric fiber optic station entrance cable, the outdoor splice case, trays and fusion splice sleeves for the fiber optic cable to station entrance cable transition, the indoor splice housing, trays and fusion splice sleeves, fiber pigtails and the control building fiber distribution panel (“FDP”). If the GIF include fiber optic cable that contains no metallic members, it may be extended into each Substation control building without transitioning to the all-dielectric fiber optic station entrance cable noted above. The Generator shall, at its cost, at its Substation, perform splicing of all fibers in the transition splice and the FDP. The Generator, at its sole expense, will maintain in operating condition such fiber optic cable and associated station entrance cable systems at the Generator’s Substation.

10. **System Protection Equipment:**

Protection of each Party’s system shall meet the following TSP requirements in addition to ERCOT Requirements. If there is a conflict between the TSP requirements below and the ERCOT Requirements, the ERCOT Requirements shall govern.

- a) TSP assumes no responsibility for the protection of the Plant and GIF for any or all operating conditions. Generator is solely responsible for protecting his equipment in such a manner that faults or other disturbances on the TSP system or other interconnected systems do not cause damage to the Plant and GIF.
- b) It is the sole responsibility of Generator to protect its Plant and GIF from excessive negative sequence currents.
- c) Automatic reclosing is normally applied to transmission and distribution circuits. When the TSP’s source breakers trip and isolate the Plant and GIF, Generator shall insure that the Plant and GIF are disconnected from the TSP circuit prior to automatic reclosure by TSP. Automatic reclosing out-of-phase with the Plant may cause damage to Generator’s equipment. The Generator is solely responsible for the protection of his equipment from automatic reclosing by TSP.
- d) For disturbance monitoring of the Generator’s facilities, TSP requires a combination of SDR points and event recordings. SDR points are collected by TSP’s SDRs. Event recordings are to be supplied to TSP by Generator from Generator’s equipment. Each

SDR and associated recording equipment will be paid for, owned and installed by TSP; installation shall be at either TSP's or Generator's facilities, as determined by TSP. If more than one (1) generator is connected to the low side of the step-up transformer or transmission line tied to TSP, the SDR and recording equipment will be installed at the generation plant. Such TSP recording equipment, consisting of one (1) or more intelligent electronic devices ("IED"), monitors the Generator's facilities and is polled by the SDR. For an SDR installed in Generator's facilities, Generator shall provide the cable and conduit for the SDR and the necessary connections to the recording equipment; TSP will terminate the signal connections in the SDR and recording equipment. A project-specific SDR points list will be developed by TSP based upon the project's electrical configuration. For such purpose the Generator shall be responsible for providing TSP with one-line diagrams of the Generator's facilities.

- e) For thermal powered generation, Generator will be required, upon request by TSP, to provide event recordings per generation unit in a format satisfactory to TSP. For all other generation, Generator will be required, upon request by TSP, to provide event recordings per collection feeder in a format satisfactory to TSP. All disturbance monitoring equipment shall be equipped for time synchronization. The monitoring requirement of TSP does not reduce the Generator's obligation to meet all disturbance monitoring requirements of NERC.

Documentation of all protective device settings shall be provided to TSP. The setting documentation shall also include relay type, model/catalog number, and setting range. If automatic transfer schemes or unique or special protective schemes are used, a description of their operation should be included. TSP must review and approve the settings of all protective devices and automatic control equipment which: 1) serve to protect the TSP System from hazardous currents and voltages originating from the Plant or 2) must coordinate with System Protection Equipment or control equipment located on the TSP System.

- 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:**

If it is necessary for TSP to perform any additional generation interconnection studies associated with the Plant in accordance with ERCOT Requirements, the Parties will enter an agreement to perform those studies and Generator shall pay TSP for the studies pursuant to that agreement.

The following supplemental terms and conditions shall be met unless there is a conflict between these terms and conditions and the ERCOT Requirements, in which case the ERCOT Requirements shall govern.

- a) Each Party shall be consulted during the planning and design process of the Plant, GIF, and TIF. The engineering and design work (including drawings, plans, materials lists, specifications and other documentation and supporting data) will be prepared in accordance with recognized industry standards and all applicable laws, rules and regulations, and is intended to be used solely in connection with the construction of the Plant, GIF and TIF. Neither Party shall make use of any aspect of the engineering and

design work of the other Party for any other projects without the prior written consent of the other Party. Each Party may provide its contractors with copies of the engineering and design work of the other Party in connection with the construction of the Plant, GIF and TIF, provided that i) the Party's contractor agrees in writing that the engineering and design work is intended to be used solely in connection with the construction of the Plant, GIF and TIF, and ii) the Party's contractor shall not make use of any aspect of the engineering and design work on any other projects without the prior written consent of the other Party. Each Party agrees to obtain the written agreement of such contractors prior to providing them with the engineering and design work and to promptly provide the other Party with a copy of that agreement.

- b) If wye delta connected transmission voltage step up transformers are utilized they shall be wye connected to the TIF and delta connected to the GIF.
- c) Generator shall submit drawings of the GIF to TSP for review. TSP will review only those portions of the drawings that affect the TSP System. Any changes required by TSP shall be made prior to final issue of drawings and TSP shall be provided with final copies of the revised drawings. TSP will review only those portions of the drawings, which apply to protection, metering and monitoring which affect the TSP System. To aid the Generator, TSP may make suggestions on other areas. TSP's review of Generator's drawings shall not be construed as confirming or endorsing the design or as any warranty of safety, durability or reliability of the facility or equipment. Generator shall provide copies of the following:
 - i) one-line and three-line diagrams indicating the following:
 - A) equipment names and/or numerical designations for all circuit breakers, contactors, air switches, transformers, generators, etc., associated with the generation as required by TSP to facilitate switching
 - B) power transformers – name or designation, nominal kVA, nominal primary, secondary, tertiary voltages, vector diagram showing winding connections, tap setting and transformer impedance impedances (transformer test report showing the positive sequence, zero sequence, test voltages and MVA base for each winding).
 - C) station service transformers – phase(s) connected to and estimated kVA load
 - D) instrument transformers – voltage and current, phase connections.
 - E) surge arresters/gas tubes/metal oxide varistors/avalanche diode/spill gaps/surge capacitors, etc. – type and ratings
 - F) capacitor banks – kVAR rating and reactive (static and dynamic) device operation capability
 - G) reactive device capability – kVAR rating and reactive device operation capability for static and dynamic devices for each generation collection feeder
 - H) disconnect switches – status if normally open (N.O.), manual or motor operated including switch voltage, continuous and interrupting ratings
 - I) circuit breakers and/or contactors – interrupting rating, continuous rating, operating times
 - J) generators(s) – nameplate, test report, type, connection, kVA, voltage, current, power factor, impedances, time constants, etc.

- K) Point of Interconnection and phase identification
 - L) fuses – manufacturer, type, size, speed, and location
- ii) potential and current elementary drawings associated with the protection and control schemes for the Plant and GIF and control elementary drawings of the Plant and interconnection circuit breaker indicating the following:
 - A) terminal designation of all devices – relay coils and contacts, switches, transducers, etc.
 - B) relay functional designation – per latest ANSI Standard where the same functional designation shall be used on all drawings showing the relay
 - C) complete relay type (such as CV-2, SEL321-1, REL-301, IJS51A, etc.)
 - D) switch contact shall be referenced to the switch development if development is shown on a separate drawing.
 - E) switch developments and escutcheons where the majority of contacts are used. Where contacts of a switch are used on a separate drawing, that drawing should be referenced adjacent to the contacts in the switch development. Any contacts not used should be referenced as spare.
 - F) all switch contacts are to be shown open with each labeled to indicate the positions in which the contact will be closed with explanatory notes defining switch coordination and adjustment where misadjustment could result in equipment failure or safety hazard
 - G) auxiliary relay contacts shall be referenced to the coil location drawing if coil is shown on a separate drawing where all contacts of auxiliary relays should be shown and the appropriate drawing referenced adjacent to the respective contacts
 - H) device auxiliary switches (circuit breakers, contactor) should be referenced to the drawing where they are used.
 - I) any interlocks - electromechanical, key, etc., associated with the generation or interconnection substation.
 - J) ranges of all timers and setting if dictated by control logic
 - K) all target ratings; on dual ratings note the appropriate target tap setting
 - L) complete internal for electromechanical protective relays where microprocessor type relays may be shown as a “black box”, but manufacturer’s instruction book number shall be referenced and terminal connections shown
 - M) isolation points (states links, PK-2 and FT-1 blocks), etc., including terminal identification
 - N) all circuit elements and components, with device designation, rating and setting where applicable and where coil voltage is shown only if different from nominal control voltage
 - O) size, type, rating, and designation of all fuses
 - P) phase sequence designation as ABC or CBA
 - Q) potential transformers – nameplate ratio, polarity marks, rating, primary and secondary connections

- R) current transformers (including aux. CT's) – polarity marks, rating, tap ratio and connection
- iii) transformer nameplate and test report
- d) Generator may not commence parallel operation of the Plant until consent has been given by TSP. TSP reserves the right to inspect the GIF and witness testing of any equipment or devices associated with the Point of Interconnection.
- e) Generator shall not energize a de-energized TIF circuit, unless under direction of TSP. The line switch should have dual locks to allow Generator and TSP to lock it for clearances.
- f) TSP considers the energy and power that the Plant and GIF may from time to time consume from the transmission grid through the Point of Interconnection to be a retail transaction and as such, TSP does not intend to be the provider of this retail service. Generator shall make necessary arrangements with the appropriate retail supplier for the energy and power that the Plant and GIF may consume from the transmission grid through the Point of Interconnection.
- g) Generator shall notify TSP in writing as to which initial ERCOT Qualified Scheduling Entity the Plant will be scheduling through and any changes made thereafter.
- h) Upon written request from TSP, Generator shall supply notification to TSP identifying their retail service provider.
- i) Upon written request from either Party, the other Party shall provide the requesting Party any necessary land easements required for the construction, operation, and maintenance of the Plant, TIF, or GIF at no cost to the requesting Party.
- j) Generator shall use Reasonable Efforts to change the GIF as may be reasonably required by TSP to meet future changes in the TSP System following ERCOT Protocols. Generator shall be given reasonable notice by TSP prior to the date that any such required change in the GIF must be made.
- k) If this Agreement is executed prior to any required ERCOT approval of the TIF and ERCOT does not approve the TIF, Generator and TSP will work together to mitigate as much as possible the impact of such ERCOT decision.

Plant Name and Device Numbers — Generator and TSP will collaborate and reach mutual agreement on the establishment of: i) a unique name(s) for the Generator's substations, unit main transformers, and switching station(s) connected at transmission voltage, ii) device numbers for all transmission voltage level switches and breakers which will be owned by Generator, and iii) unique names for Generator's generating units, in accordance with ERCOT Requirements. Generator will submit to TSP, within thirty (30) days after execution of this Agreement, its proposed name(s), as referenced in this paragraph. Generator will register the name(s) of the facilities specified in this paragraph and Generator-owned device numbers at ERCOT, in accordance with ERCOT Requirements, and such names and device numbers will be consistent with the names and numbers mutually agreed upon pursuant to this paragraph. Generator will not change any of the names or device numbers, established pursuant to this paragraph, without written approval of TSP.

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

A special ERCOT-approved operating arrangement such as a Remedial Action Scheme might be implemented to allow the Plant to generate power at levels higher than would otherwise be permitted by ERCOT. The term "Remedial Action Scheme" shall have the meaning as set forth in the ERCOT Requirements. In the event that ERCOT determines that such an arrangement is permitted, then TSP agrees to reasonably cooperate in the design and installation

of the necessary facilities, provided that such design and installation does not impair TSP's electric system or any interconnections between TSP and any other existing generator. As a condition precedent to making any additional improvements or performing additional construction in relation to any Remedial Action Scheme, WETT reserves the right to require payment of one or more non-refundable contributions in aid of construction from the Generator following ERCOT Requirements.