



Filing Receipt

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April 15, 2024

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 Third Amendment to Amended and Restated Generation Interconnection Agreement (the "Amendment") between Wind Energy Transmission Texas, LLC ("WETT") and BURKSOL LLC ("BURKSOL") dated as of April 4, 2024, 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. WETT and BURKSOL subsequently entered into that certain First Amendment to Amended and Restated Generation Interconnection Agreement dated as of December 29, 2022 (the "First Amendment") and filed the First Amendment with the PUCT on January 5, 2023. WETT and BURKSOL subsequently entered into that certain Second Amendment to Amended and Restated Generation Interconnection Agreement dated as of May 23, 2023 (the "Second Amendment") and filed the Second Amendment with the PUCT on June 5, 2023.

The attached Amendment does not create any deviations from the Standard Generation Interconnection Agreement except for altering certain details included in Exhibit "B" Time Schedule, Exhibit "C" Interconnection Details, and Exhibit "D" Notice and EFT Information to the Agreement.

Sincerely,

WIND ENERGY TRANSMISSION TEXAS, LLC

By: Juliet K. Byabagye
Name: Juliet K. Byabagye
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

THIRD AMENDMENT TO AMENDED AND RESTATED GENERATION INTERCONNECTION AGREEMENT

This Third 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 April 4, 2024 (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, the Parties subsequently entered into that certain First Amendment To Amended and Restated Generation Interconnection Agreement dated as of December 29, 2022 (the “First Amendment”); and

WHEREAS, the Parties subsequently entered into that certain Second Amendment To Amended and Restated Generation Interconnection Agreement dated as of May 23, 2023 (the “Second Amendment”); and

WHEREAS, TSP and Generator desire to amend the GIA, as amended by the First Amendment and Second Amendment (hereinafter the “Amended 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 Amended GIA.

2. Exhibit “B” Time Schedule of the Amended GIA is hereby amended by replacing the In-Service Date, Scheduled Trial Operation Date, and Scheduled Commercial Operation Date with the following:

“In- Service Date(s):	<u>October 6, 2024</u>
Scheduled Trial Operation Date:	<u>October 26, 2024</u>
Scheduled Commercial Operation Date:	<u>January 24, 2025</u>

3. Section 1 of Exhibit “C” Interconnection Details of the Amended GIA is hereby

amended by changing the name “Donegal BESS” and replacing it with “Burksol BESS”

4. Section 2 of Exhibit “C” Interconnection Details of the Amended GIA is hereby amended by deleting “Donegal BESS” and replacing it with “Burksol BESS.”

5. Section 4 of Exhibit “C” Interconnection Details of the Amended GIA is hereby deleted in its entirety and replaced with the following:

“4. Number and Size of Generating Units: Thirty-one (31) inverters rated at 4 MVA each with a total gross capacity of 124 MVA.”

6. Section 5 of Exhibit “C” Interconnection Details of the Amended GIA is hereby deleted in its entirety and replaced with the following:

“5. “Type of Generating Unit: Sungrow SC4000UD-MV-US”

7. Section 6 (a) **Metering and Telemetry Equipment** of Exhibit “C” Interconnection Details of the Amended GIA is hereby amended by deleting “138kV” where it appears in the first sentence of Subsection (a) and replacing it with “345kV”

8. Section 8 **Transmission Service Provider Interconnection Facilities** of Exhibit “C” Interconnection Details of the Amended GIA is hereby amended by adding the following at the end of Section 8:

“345 kV Transmission Line Scope

Furnish and install (including all Engineering and Design required) all equipment associated with the Transmission Line construction from the Switchyard to the Generator collection substation:

- (1) 120’ Tangent Tubular Steel Monopole including Davit Arms
- (1) 115’ DE Tubular Steel Monopole
- (1) 135’ DE Tubular Steel Monopole
- (1) 70’ DE Tubular Steel Single Circuit Multipole
- (3) 90’ DE Tubular Steel Single Circuit Multipole
- (1) 85’ DE Tubular Steel H-Frame with Double Cross Arms
- (2) 185’ DE Tubular Steel H-Frames with Single Cross Arms
- (1) Framing of tangent structure including V-string and OPGW/OHSW Assemblies
- (9) Framing of Dead-end structure including Strain insulators, jumper posts, and OPGW or Shield Wire assemblies
- (1) Tangent Monopole Drilled Pier Foundation (6’ dia. By 24’ depth)
- (1) DE Tubular Steel Monopole Drilled Pier Foundation (8’ dia. By 30’ depth)
- (1) DE Tubular Steel Monopole Drilled Pier Foundation (9’ dia. By 33’

depth)

- (1) DE Tubular Steel Multipole Drilled Pier Foundation (6' dia. By 24' depth)
- (3) DE Tubular Steel Multipole Drilled Pier Foundation (7' dia. By 27' depth)
- (1) 85' DE Tubular Steel H-Frame Drilled Pier Foundations (6' dia. By 24' depth)
- (2) 185' DE Tubular Steel H-Frames Drilled Pier Foundation (7' dia. By 27' depth)
- (1) LOT - Steele pole grounding
- (1) LOT - Alcoa (AFL) SB01 24 fiber splice box including splices
- (1) LOT - 1590 kcmil ACSR "Falcon" Conductor
- (1) LOT - OPGW
- (1) LOT - 7/16" EHS Steel Shield Wire"

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

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

11. TSP is dedicated to promoting sustainability and minimizing any environmental impacts through robust environmental, social, and governance ("ESG") efforts. In performing under this Amendment, Generator shall at all times (i) comply with all applicable ESG laws and regulations and any ESG policies of TSP and (ii) use commercially reasonable efforts to recycle, reduce waste, and responsibly manage resources.

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

13. 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.

14. 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.

15. 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.

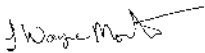
[SIGNATURE PAGE FOLLOWS.]

**SIGNATURE PAGE TO
THIRD 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: Apr 5, 2024

GENERATOR:

BURKSOL LLC

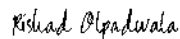
By: 
Name: Rishad Olpadwala
Title: SVP, CDO
Date: 4/5/2024 | 5:03:48 AM PDT

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: vrozhanskyy@wettllc.com	If to Generator: Burksol, LLC Attn: TBD 100 Bayview Circle, Ste 340 Newport Beach, CA 92660 24 Hour Telephone: (909) 529-0581 Operational/Confirmation Fax: TBD E-mail: Assetmanagement@esvolta.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: jbyabagye@wettllc.com	If to Generator: Burksol, LLC Attn: Legal Notices 100 Bayview Circle, Ste 340 Newport Beach, CA 92660 Phone: (949) 330-6300 E-mail: Legal@esvolta.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: Burksol LLC 100 Bayview Circle, Ste 340 Newport Beach, CA 92660 Phone: (949) 330-6300 E-mail: accountspayable@esvolta.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: JP Morgan Chase Bank N.A. <u>For ACH Delivery:</u> Primary Bank Routing Number: 021000021 Account Number: 570616030 Account Name: esV Intermediate Holdco, LLC <u>For Wire Transfers:</u> Bank Routing Number: 021000021 SWIFT Code: CHASUS33 General Bank Reference Address:

	JPMorganChase New York, NY 10017 Account Number: 570616030 Account Name: esV Intermediate Holdco, LLC
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