



Filing Receipt

Filing Date - 2024-04-18 11:13:37 AM

Control Number - 35077

Item Number - 1781



April 18, 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 Generation Interconnection Agreement (Phase 1) (the “Amendment”) between Wind Energy Transmission Texas, LLC (“WETT”) and Rattlesnake Wind I LLC (“Rattlesnake”) dated as of April 12, 2024, for filing at the Public Utility Commission of Texas (“PUCT”) pursuant to Substantive Rule 25.195(e).

WETT and Rattlesnake entered into that certain Generation Interconnection Agreement with respect to Rattlesnake’s Phase 1 Plant dated as of June 28, 2013 (the “Agreement”) and filed the Agreement with the PUCT on July 9, 2013. WETT and Rattlesnake subsequently entered into that certain First Amendment to Generation Interconnection Agreement dated as of August 18, 2014 (the “First Amendment”) and filed the First Amendment with the PUCT on September 16, 2014. WETT and Rattlesnake subsequently entered into that certain Second Amendment to Generation Interconnection Agreement dated as of October 15, 2014 (the “Second Amendment”) and filed the Second Amendment with the PUCT on October 27, 2014.

The attached Amendment does not create any deviations from the Standard Generation Interconnection Agreement except for altering certain details included in Exhibit “D” Notice and EFT Information to the Agreement.

Sincerely,

WIND ENERGY TRANSMISSION TEXAS, LLC

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

THIRD AMENDMENT TO GENERATION INTERCONNECTION AGREEMENT

This Third Amendment To Generation Interconnection Agreement (this “Amendment”) between Wind Energy Transmission Texas, LLC (the “Transmission Service Provider” or “TSP”) and Rattlesnake Wind I LLC (the “Generator”) is made to be effective as of April 12, 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 Generation Interconnection Agreement with respect to Generator’s Phase I Plant dated as of June 28, 2013 (the “Original GIA”); and

WHEREAS, the Parties subsequently entered into that certain First Amendment To Generation Interconnection Agreement dated as of August 18, 2014 (the “First Amendment”); and

WHEREAS, the Parties subsequently entered into that certain Second Amendment To Generation Interconnection Agreement dated as of October 15, 2014 (the “Second Amendment”); and

WHEREAS, TSP and Generator desire to amend the Original 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 “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.

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

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

5. 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.

6. 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.

7. 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.

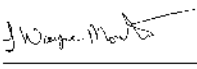
[SIGNATURE PAGE FOLLOWS.]

**SIGNATURE PAGE TO
THIRD AMENDMENT TO 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 12, 2024

GENERATOR:

RATTLESNAKE WIND I LLC


By: 
Name: Ben Stafford
Title: Chief Operating Officer
Date: April 12, 2024

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:	
<p>If to TSP:</p> <p>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</p>	<p>If to Generator:</p> <p>Rattlesnake Wind I LLC Attn: Whitney Wilson 200 Liberty Street, 14th Floor New York, New York 10281 24 Hour Telephone (518) 225-6826 E-mail: whitney.wilson@brookfieldrenewable.com, and rattlesnake@brookfieldrenewable.com</p> <p><u>OSE Calls:</u> Market Operations Center Email: MOC@ces-ltd.com Phone: (267) 238-1882</p> <p><u>Outage Contacts:</u> Whitney Wilson, rattlesnakeoutage@brookfieldrenewable.com, Phone: (518) 225-6828 Greg Erikhman, terpcom@brookfieldrenewable.com, Phone: (732) 299-5010 AND Market Operations Center, MOC@ces-ltd.com, Phone: (267) 238-1882</p>
(b) Notices of an administrative nature:	
<p>If to TSP:</p> <p>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: jbyabagvc@wettllc.com</p>	<p>If to Generator:</p> <p>Rattlesnake Wind I LLC Attn: TerraForm Legal Department 200 Liberty Street, 14th Floor New York, New York 10281 Phone: (646) 992-2400 E-mail: legal.department.na@brookfieldrenewable.com</p> <p><u>Commercial Contact:</u> Greg Erikhman, terpcom@brookfieldrenewable.com, Phone: (732) 299-5010</p>
(c) Notice for statement and billing purposes:	
<p>If to TSP:</p> <p>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</p>	<p>If to Generator:</p> <p>Rattlesnake Wind I LLC Attn: TERP AP 200 Liberty Street, 14th Floor New York, New York 10281 Phone: (646) 992-2440 E-mail: terpap@brookfieldrenewable.com</p>

(d) Information concerning electronic funds transfers:	
<p>If to TSP:</p> <p>Wind Energy Transmission Texas, LLC Attn: Chief Financial Officer 1901 Capital Parkway, Suite 200 Austin, Texas, 78746 Phone: (737) 218-4530 E-mail: accounting@wetllc.com</p>	<p>If to Generator:</p> <p>Account Name: Rattlesnake Wind I LLC Bank Name: US Bank, N.A. ABA No. 091000022 Account No. 180121196976 (ACH), 180121167365 (Wire)</p>