



## **Filing Receipt**

**Filing Date - 2024-05-29 01:57:33 PM**

**Control Number - 35077**

**Item Number - 1841**



Thomas J. Yamin, P.E.  
Director  
Regulatory Transmission and Planning

May 29, 2024

Filing Clerk  
Public Utility Commission of Texas  
1701 N. Congress Avenue  
P.O. Box 13326  
Austin, TX 78711-3326

**RE: Subject: Project No. 35077—Oncor Electric Delivery Company's Transmission  
Contract Filing Pursuant to Subst. Rule 25.195(h)**

Find attached the Third Amendment to the Standard Generation Interconnection Agreement between Oncor Electric Delivery Company LLC and Elbow Creek Wind Project LLC (19INR0174), dated May 13, 2024, for filing at the Public Utility Commission pursuant to Substantive Rule 25.195(h).

Sincerely,

A handwritten signature in black ink that reads "Thomas J. Yamin". The signature is written in a cursive, flowing style.

Thomas J. Yamin, P.E.  
Director

# ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT

**Elbow Creek Wind**

**GINR 19INR0174**

**Amendment No. 3**

**AMENDMENT NO. 3**  
**ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT**  
**GIR 19INR0174 – ELBOW CREEK WIND**

This Amendment No. 3 (“Amendment”) to the ERCOT Standard Generation Interconnection Agreement dated November 30, 2007, as amended February 20, 2019, (“Agreement”) is made and entered into the 13<sup>th</sup> day of May 2024, between Oncor Electric Delivery Company LLC (“Transmission Service Provider”, or “TSP”) and Elbow Creek Wind Project LLC (“Generator”), both hereinafter referred to as the “Parties.” In consideration of the mutual promises and undertakings herein set forth, the Parties hereby agree to amend the Agreement as follows:

WHEREAS, the Generator notified TSP of a change in the design of the GIF as contemplated in the Original Agreement and whereby Generator will directly connect with a third-party's electrical load at the Plant;

WHEREAS, third-party's electrical load with a peak demand of up to 122-MW (approximately) plans to phase in an in-service period commencing in the first quarter of 2024;

WHEREAS, such change in the design of the GIF requires the TSP to submit a revised EPS Metering Design Proposal to ERCOT and the Generator to submit a revised Resource Asset Registration Form (“RARF”);

WHEREAS, TSP has performed the necessary interconnection studies for the requested load addition, and no additional facilities or changes to the existing system protection schemes were identified as necessary to accommodate the large load project; and

THEREFORE, in consideration of the mutual promises and undertakings herein set forth, the Parties hereby agree to amend the Agreement as follows:

1. This Amendment shall only be effective upon the completion of the Large Load addition, notice of which shall be provided by Generator to TSP.
2. ARTICLE 10. MISCELLANEOUS to the Agreement is hereby supplemented with the following language:

10.22 Representations and Restrictions on Certain Foreign Ownership and Affiliation. Generator represents and warrants that it does not meet any of the ownership, control, or headquarters criteria listed in Lone Star Infrastructure Protection Act, Chapter 113 of the Texas Business & Commerce Code, as added by Act of June 18, 2021, 87th Leg., R.S., Ch. 975 (S.B. 2116) (relating to China, Iran, North Korea, Russia, and any other country designated by the Texas governor as a threat to critical infrastructure).

3. Exhibit “B” attached to the Agreement, Time Schedule of the ERCOT Standard Generation Interconnection Agreement will be supplemented with the following Large Load Section.

**Large Load:**

Expected In - Service Date(s):

**20 MW – January 2024**

**40 MW – February 2024**

**60 MW – April 2024**

**80 MW – June 2024**

**100 MW – July 2024**

**122 MW – September 2024**

**122 MW – 2025**

**122 MW – 2026**

**122 MW – 2027**

Due to the nature of the subject of this Agreement, the Parties may mutually agree to change the dates and times of this Exhibit “B”.

4. Items 4, and 5 of Exhibit “C” attached to the Agreement specify the number, size, and type of wind turbine generators existing prior to the Large Load as follows. These wind turbine generators were installed under the original Generator Interconnection request GIR No. 19INR0174. Items 4 and 5 of Exhibit “C” attached to the Agreement will be replaced with the following:

4. Number and size of Generating Units:  
53 – 2.3 MW units  
Total Capacity – 121.9 MW

Item 4-a is added to Exhibit “C” attached to the Agreement to specify Load as follows:

- 4-a. Large Load Retail Customer located at the Elbow Creek Wind Generation Station. Load serving feeders with a peak demand of up to 122 MW (approximately) connect to the GIF 34.5-kV bus (the “Load Facilities”).

Load:  
Up to 122 MW at 0.95 PF

The Load Facilities will be connected to the Generator’s Substation. The Load Facilities will not have a physical point of interconnection with TSP’s

facilities. (See attached One-Line Diagram in Attachment 1 to this Exhibit “C”.)

5. Type of Generating Unit: Siemens SWT- 2.3-93 Wind Turbines

5. Item 12 of Exhibit “C” attached to the Agreement is hereby added as follows:

12. Supplemental Terms and Conditions:

- a) The Parties understand and agree that the Generator is not a TSP or a Transmission and Distribution Service Provider (TDSP) for the Load Facilities.
- b) The Parties understand and agree that the TSP is the Transmission Distribution Service Provider for the Load Facilities. TSP reserves the right to disconnect the TSP’s Interconnection Facilities (“TIF”) from the GIF if, during ERCOT Energy Emergency Alert conditions, the TSP identifies operation of the Load Facilities as inconsistent with an Energy Emergency Alert order issued by the ISO, ERCOT. This item addresses situations other than transmission constraints or impairments caused by continuation of transmission service to the GIF; it is to account for issues when there may not be any issue providing transmission service to the generator but when the behind-the-meter load is behaving in a way that could cause reliability concerns or other issues.
- d) Agreement. The Generator will continue to own, to operate, and to maintain the GIF.
- e) Voltage, Frequency and Reactive Support:
  - i. Generator shall have and maintain the reactive capability as required in the ERCOT Requirements.
  - ii. Generator shall be able to remain online during voltage disturbances up to the time periods and associated voltage levels set forth in the ERCOT requirements for Voltage Ride Through (“VRT”) capability.
  - iii. The Generator shall be equipped with both frequency and voltage controls and shall be operated in synchronism with the TSP’s system with such controls in service as required in the ERCOT Requirements. Generator shall notify the TSP at any such time that such controls are out of service as required in the ERCOT Requirements.

6. Attachment 1 to Exhibit "C", One Line Diagram Longshore 345 kV Switch attached to this Amendment is hereby added to the Agreement in lieu thereof.
7. Exhibit "D" attached to the Agreement, Notice and Electronic Funds Transfer Information of the ERCOT Standard Generation Interconnection Agreement will be supplemented with the following Section (e).

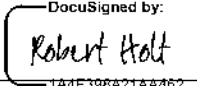
(e) Large Load Retail Customer Information:

Company Name: Crusoe Energy Systems LLC  
Attn: Jamey Seely, General Counsel  
Address: 255 Filmore Street, Suite 400, Denver, CO 80206  
Phone: (720) 677-5663  
E-mail: [legal@crusoeenergy.com](mailto:legal@crusoeenergy.com)

8. Exhibit "E" attached to the Agreement is deleted in its entirety and replaced with the Exhibit "E" attached hereto and made a part hereof.
9. Except as provided above, the Agreement will remain in effect in accordance with its terms.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed in several counterparts, each of which shall be deemed an original but all shall constitute one and the same instrument.

ONCOR ELECTRIC DELIVERY  
COMPANY, LLC

By:  \_\_\_\_\_  
1A4F388A21AA462...

Name: Robert Holt

Title: Director, Transmission Services

Date: 5/13/2024 | 6:14:14 PM PDT

ELBOW CREEK WIND PROJECT LLC

By:  \_\_\_\_\_

Name: Christopher S. Sotos

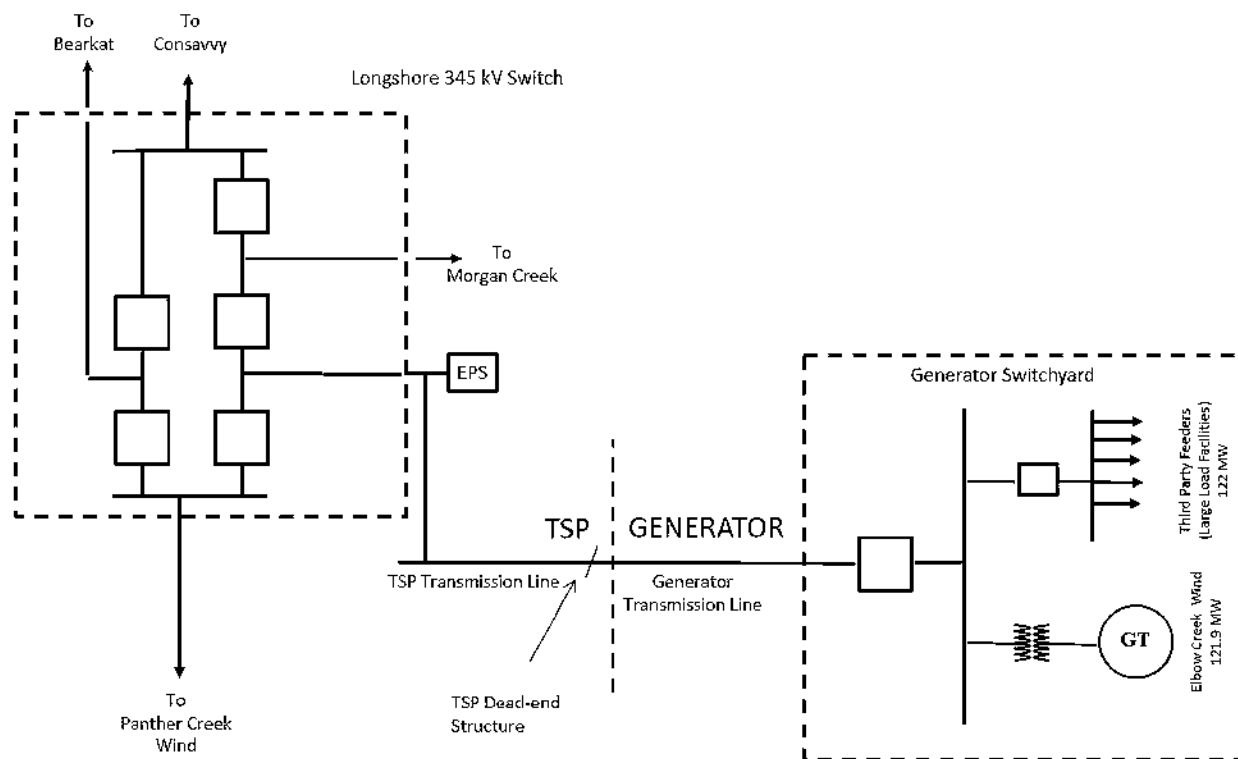
Title: President

Date: May 13, 2024



## Attachment 1 to Exhibit "C"

# ONE LINE DIAGRAM LONGSHORE SWITCH



**NOTE:** This one-line diagram is for illustration only and shall not be used for purposes of design construction or operations.

**Exhibit “E”**  
**Security Arrangement Details**

The TSP acknowledges that no material modifications to the TIF are needed to accommodate: i) the Generator's Plant upgrades pursuant to 19INR0174, or ii) the Generator's interconnection to the Load Facilities as detailed in this Agreement. As a result, a security instrument is not required for the TIF. In addition, Generator acknowledges that TSP, as of the date of this Agreement, has returned or otherwise released any security instrument previously held by TSP pursuant to the Original Agreement or any predecessors thereto.