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

July 1, 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 Second Amendment to the Standard Generation Interconnection Agreement between Oncor Electric Delivery Company LLC and Carol Renewable Energy, LLC (formerly Goat Mountain Renewables, LLC) (Carol Wind) (20INR0217), dated June 7, 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

AMENDMENT NO. 2

ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT

GIR 20INR0217 –Carol Renewable Energy (Carol Wind)

This Amendment No. 2 (“Amendment”) to the ERCOT Standard Generation Interconnection Agreement, dated September 11, 2020, between Oncor Electric Delivery Company LLC, a Delaware limited liability company (“Transmission Service Provider” or “TSP”) and Carol Renewable Energy, LLC (formerly Goat Mountain Renewables, LLC) (“Generator”) (“Agreement”) is made and entered into this 31st day of May, 2024 between TSP and Generator, collectively referred to hereinafter as the Parties. In consideration of the mutual promises and undertakings herein set forth, the Parties hereby agree to amend the Agreement as follows:

1. The Exhibit “B” to the Agreement is deleted in its entirety and replaced with the Exhibit B attached hereto and made a part hereof.
2. Exhibit “C” to the Agreement is deleted in its entirety and replaced with the Exhibit C attached hereto and made a part hereof.
3. Except as otherwise expressly provided for herein, the Agreement shall continue in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the Parties may cause 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

DocuSigned by:
BY: Robert Holt
1A4F398A21AA462...
NAME: Robert Holt
TITLE: Director, Transmission Services
DATE: 6/7/2024 | 5:48:35 PM PDT

Carol Renewable Energy, LLC

DocuSigned by:
BY: Peter Skantze
2F5BBE5FF6D34D8...
NAME: Peter Skantze
TITLE: Vice President
DATE: 6/7/2024 | 3:14:36 PM EDT

DS
TD

Exhibit “B” Time Schedule

Interconnection Option chosen by Generator (check one): X Section 4.1.A. or Section 4.1.B

If Section 4.1.B is chosen by Generator, the In-Service Date(s) was determined by (check one): (1) good faith negotiations, or (2) Designated by Generator upon failure to agree.

Date by which Generator provided notice to proceed with design and procurement and provide security, as specified in Section 4.2, so that TSP may maintain schedule to meet the In-Service Date: **August 12, 2022**

Date by which Generator provided notice to commence construction and provide security, as specified in Section 4.3, so that TSP may maintain schedule to meet the In-Service Date: **February 10, 2023**

In-Service Date(s): **December 3, 2024**

Scheduled Trial Operation Date: **December 17, 2024**

Scheduled Commercial Operation Date: **April 17, 2025**

Date by which TSP will submit the Metering Design Proposal to ERCOT: **June 16, 2023**

Date by which Generator will provide its proposed protection system design to TSP in accordance with Attachment 3 to Exhibit “C”: **May 14, 2024**

Date by which Generator will provide its proposed protection system device settings and other information to TSP in accordance with Attachment 3 to Exhibit “C”: **September 14, 2024**

Date by which Generator will provide its proposed names of its equipment, as referenced in Exhibit “C”, to TSP: **April 14, 2023**

Date by which Generator will provide to TSP site drawings showing the proposed routes and locations of all generating units, transmission lines, distribution lines, and roads planned to be constructed by Generator: **February 17, 2023**

Date by which Generator will have in place the communication facilities specified in Exhibit C: **November 3, 2024**

Date by which Generator will provide its design of the facilities and operating scheme to comply with the reactive power requirements specified in Exhibit C, when the plant is not generating real power into the ERCOT grid: **June 3, 2024**

Date by which Generator will provide its design of the facilities to comply with the unit reactive power requirements specified in Exhibit C, when the plant is generating real power into the ERCOT grid: **June 3, 2024**

Date by which Generator will have its strain insulator 4-hole pads connected to the TSP's Point of Interconnection structure for TSP's jumper terminations: **October 13, 2024**

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".

Exhibit “C” Interconnection Details

1. Name: Carol Wind - Carol Renewable Energy, LLC
2. Point of Interconnection location: The Point of Interconnection is located in Potter County, Texas, at TSP’s AJ Swope Switching Station (“AJ Swope Switch”) in TSP’s Windmill Switch to Alibates Switch double-circuit 345 kV transmission line. Specifically, the Point of Interconnection shall be defined as the points where TSP’s jumpers connect TSP’s new two-span 345 kV transmission line to Generator’s 345 kV transmission line at the TSP-owned transmission dead-end structure located outside the AJ Swope Switch fence just inside TSP’s property boundary (“TSP Dead-end Structure”). (See attached one-line diagram.)
3. Delivery Voltage: 345 kV
4. Number and size of Generating Units:
Fifty-two (52) GE 2.82 MW wind turbines, rated at 3.17 MVA each, five (5) 2.72 MW wind turbines, rated at 3.02 MVA each, and three (3) GE 2.52 wind turbines rated at 2.8 MVA each, for a total gross capacity of 188.34 MVA. The net output for the Plant will be 167.8 MW measured at the generator terminals and 165.42 MW measured at the 34.5 kV bus.

The Parties will amend this Exhibit “C” as necessary to reflect any changes Generator makes to the number and size of generating units.

5. Type of Generating Unit:
GE 2.82 wind turbines
GE 2.72 wind turbines
GE 2.52 wind turbines

The Parties will amend this Exhibit “C” as necessary to reflect any changes Generator makes to the manufacturer, model, or type of generating units.

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 345 kV metering accuracy potential and current transformers and associated metering and telemetry equipment (including an RTU) located in the TIF. A one-line diagram showing TSP’s ERCOT-polled settlement (“EPS”) metering location is attached to this Exhibit “C” as Attachment 1. TSP will connect its EPS primary meter(s) to its RTU via a communication link. Primary EPS metering data may be made available to Generator via a Generator-owned communication link connected to TSP’s RTU, using TSP’s available RTU protocol. Such data, if provided to Generator, will be

for Generator's informational purposes only. Generator shall not rely on such data, as the primary source, for the metering data addressed in item 6b. 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 5.5G., shall not apply to TSP's RTU.

- b. 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".
- c. Generator shall, in accordance with ERCOT Requirements and Good Utility Practice, install, own, operate, inspect, test, calibrate, and maintain the metering and telemetry equipment (including an RTU or other equipment acceptable to TSP) to supply all electrical parameters of the Plant and GIF, as specified in the SCADA Table in Attachment 2 to this Exhibit "C", to TSP at a location designated by TSP.
- d. Generator shall, in accordance with ERCOT Requirements and Good Utility Practice, provide communications facilities that are, or may in the future be, necessary for effective interconnected operation of the Generator's Plant with the transmission system. Generator will directly make arrangements to procure and will bear the procurement, installation and ongoing costs of items (i) and (ii) below. The communications facilities will include (see Attachment 2A to Exhibit "C"):
 - (i) one private line voice circuit (an off-premise extension of TSP's PBX) in the Control Center referenced in Section 12(b) below, as shown on Exhibit D. The telephone handset for this voice line will be located in the Control Center such that personnel responsible for controlling voltage of the Plant will have continuous, ready access to the handset to receive calls from TSP's control center.
 - (ii) one communication path, acceptable to TSP, that will deliver the Generator switchyard data specified in Attachment 2 to Exhibit "C" from Generator's RTU (using an RS-232 output) to TSP's control center. Generator shall use DNP 3.0 protocol (or other protocol acceptable to TSP). The communication path shall avoid the use of the public internet. TSP will provide rack space at a location designated by TSP for Generator's communication interface equipment.
- e. 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.
- f. 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.

- g. 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.
 - h. Each Party will promptly advise the other Party if it detects or otherwise learns of any metering, telemetry, or communications equipment or related situation that requires attention and/or correction by the other Party.
7. Generator Interconnection Facilities: The GIF shall include, but not be limited to, the following facilities. (See the attached one-line diagram)

Generator Transmission Line

Generator will construct a 345 kV, single-circuit, transmission line from the Point of Interconnection to the remote Generator switchyard ("Generator Switchyard"), approximately 0.3 miles in length ("Generator Transmission Line").

The Generator Transmission Line will include multi-fiber fiber optic cable from the Point of Interconnection to the Generator Switchyard, with 1300/1550nm single-mode fibers, 48 fibers minimum (24 fibers per tube), to be used for primary and redundant line relaying and optional SCADA communications for EPS metering information to Generator. Generator will route its fiber optic cable to the splice box. TSP will be responsible for splicing of Generator fibers to TSP fibers.

Generator Switchyard Facilities

- (2 ea.) Circuit breaker, 345 kV with two sets of 3000/5, C800 CT's with a TRF = 2.0 for line current differential relaying (minimum quantity 1 ea.)
- (1 lot) Switch, air break, 345 kV, gang operated, 3 phase, with provisions for TSP pad lock
- (1 lot) PT or CCVT, 345 kV, dual secondary windings as required for Generator metering and relaying
- (1 lot) Protective relaying equipment necessary to interface with TSP relaying equipment for protection of the 345 kV interconnect and related breaker failure protection schemes
- (1 lot) Multi-fiber, fiber optic cable with 1300 nm single-mode fibers, 48 fibers minimum (24 fibers per tube), to be used for primary and redundant line relaying and optional SCADA communications for EPS metering information to Generator.
- (1 ea.) Supervisory equipment, SCADA RTU
- (1 ea.) Fault Recording equipment (as required by ERCOT)
- (1 ea.) Phasor Measurement Unit (PMU) (as required by ERCOT)
- (1 lot) Associated structures, buswork, conductor, connectors, grounding, conduit, control cable, foundation work, perimeter fencing, grading/dirt work and any appurtenances necessary for construction and operation of the Generator Switchyard.
- (1 lot) Capacitors/Reactors (See Exhibit "C", Sections 12k and 12l)

The above list is not intended to be a complete list of all facilities that are part of the GIF. Transmission Service Provider Interconnection Facilities: The TIF shall include, but not be limited to, the following facilities. (See the attached one-line diagram)

8. TSP Transmission Line

TSP will construct a new, single-circuit, 345 kV transmission line (“TSP Transmission Line”) from the existing TSP AJ Swope Switch to the TSP Dead-end Structure. The TSP Dead-end Structure shall be capable of supporting TSP’s and Generator’s specified point loads for all conductors, OPGW and static attachments. TSP and Generator will coordinate the phase, OPGW and static spacing and loading information. This information will be communicated during detailed design. The TSP Transmission Line will consist of two (2) spans of single-circuit bundled (2) 1926 kcmil ACSS/TW “Cumberland” conductors, two (1) spans of 48 count 0.546” OPGW fiber optic shield wire and one (1) span of 7/16” EHS shield wire. The TSP Transmission Line will include single multi-fiber fiber optic cable with 1300/1550 nm single-mode fibers, 48 fibers minimum (24 fibers per tube), to be used for primary and redundant line relaying and optional supervisory control and data acquisition (“SCADA”) communications for metering information to Generator. TSP will route its fiber optic cable to the TSP-owned and installed fiber optic splice box to be located at the base of the TSP Dead-end Structure and will be responsible for splicing of Generator’s fibers to TSP’s fibers and testing.

AJ Swope Switch

Modifications to AJ Swope Switch will provide Generator with one point of interconnection from the 345 kV breaker-and-a-half arrangement. The improvements at AJ Swope Switch require completing an existing spare breaker-and-a-half rung to establish a new line terminal.

The following list of major switchyard equipment will be necessary for AJ Swope Switch.

- (1 ea.) Circuit breaker, 362 kV, 3200 A, 63 kA
- (2 ea.) Switch, air-break, 362 kV, 3200 A, 15’-0” phase spacing, gang operated, 3 phase (1 ea.) Switch, air-break, 362 kV, 3200 A, vertically mounted, gang operated, 3 phase, with ground switch
- (3 ea.) CT, metering, 362 kV
- (3 ea.) CCVT, 362 kV, dual secondary windings for metering and relaying
- (3 ea.) Surge arresters, 276 kV
- (1 lot) All galvanized steel structures, including dead-end, switch stands, CCVT structures, CT structures, surge arrester supports, and bus supports necessary for construction and operation of the TSP switchyard facilities
- (1 ea.) Modifications to existing Supervisory equipment, SCADA remote terminal unit (“RTU”)
- (1 ea.) Modifications to existing Digital Fault Recorder

- (1 lot) Associated buswork, conductor, connectors, grounding, conduit, control cable, foundation work and any appurtenances necessary for construction and operation of the TSP switchyard facilities
- (1 ea.) Generator line current differential (LCD) relay panel(1
- ea.) Alibates Line (ALI-2), LCD relay panel
- (1 ea.) Breaker control/breaker failure relay panel(1
- ea.) Metering panel with totalizing equipment

The above lists are not intended to be complete lists of all facilities that are part of the TIF.

9. Communications Facilities: See Item 6 above.
10. System Protection Equipment: See Section 5.6 of Exhibit "A" and Attachment 3 to this Exhibit "C".
11. Inputs to Telemetry Equipment: See Attachment 2 to this Exhibit "C".
12. Supplemental Terms and Conditions:
 - a. For additional supplemental terms and conditions, see Attachments 1, 2, and 3 to this Exhibit "C".
 - b. Generator Control Center - Generator will establish a control center that shall be staffed 24 hours per day, 7 days per week, by personnel capable of making operating decisions and possessing the ability and authority to directly control voltage at the Plant, including the control of all devices at the Plant (such as generators, reactors and capacitors) associated with controlling such voltage ("Generator Control Center"). In the event that the Generator Control Center is not located at the Plant, the voltage control described in the preceding sentence will be accomplished directly by Generator Control Center personnel via a supervisory control and data acquisition (SCADA) system directly asserting control over all voltage control equipment at the Plant. Prior to TSP completing the TIF and placing such facilities in service, the Parties will revise Exhibit D to incorporate any missing telephone numbers for the Generator in Section (a).
 - c. If Generator Owns Land - If Generator will own the land in fee upon which the TSP will construct the TIF, or portion thereof, Generator will provide to TSP, at no cost to TSP, a deed and/or easement(s) in perpetuity, in form and substance satisfactory to TSP, for such land or land rights as are needed for the TIF. Generator will provide such deed and/or easement(s) to TSP by the date(s) specified in Exhibit "B". The easement for the AJ Swope Switch property shall be an exclusive perpetual easement.
 - d. If Generator Does Not Own Land – The following provisions will apply if Generator will not own the land in fee or upon which the TSP will construct the TIF.

- (i) TSP's completion of the TIF by the date specified in Exhibit "B" is contingent upon the land owner(s) granting to TSP either a deed or easement(s) in perpetuity, in form and substance satisfactory to TSP, for such land or land rights needed for the TIF by the date specified in Exhibit "B". The easement for the AJ Swope Switch property shall be an exclusive perpetual easement.
 - (ii) If the Generator has obtained certain land rights from the fee owner of the land upon which the TIF will be constructed, Generator will (i) enter into good faith negotiations with the fee owner of such land to assist TSP in obtaining, at no cost to TSP, either a deed or easement(s) in perpetuity, in form and substance satisfactory to TSP, for such land or land rights needed for the TIF, by the date(s) specified in Exhibit "B" and (ii) cooperate with TSP and the fee owner of such land in the development of legal documentation, satisfactory to TSP, which specifies that the land rights to be granted to TSP by the fee owner of such land will control in the event of conflict between such land rights and the aforementioned land rights held by Generator.
- e. Names and Device Numbers – Generator and TSP will collaborate and reach mutual agreement on the establishment of: i) 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, its proposed name(s) as referenced in this paragraph, to the TSP by the date specified in Exhibit "B". 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. Generator will label the devices, referenced in item (ii) above, with the numbers assigned to such devices.
- f. Encroachments – If Generator desires to conduct any of the following activities within any portion of TSP's right of way associated with TSP's transmission or distribution lines: i) construct transmission lines, distribution lines, communication facilities, roads, water lines, sewer lines, gas pipelines, or any other facilities, ii) store any equipment or materials, or iii) change the grade, elevation, or contour of the land, Generator must submit its request to TSP using a form of request acceptable to TSP and obtain written authorization from TSP for such encroachment prior to Generator installing such facilities or conducting such activities. **TSP RESERVES THE RIGHT TO DELAY THE ENERGIZATION OF THE POINT OF INTERCONNECTION UNTIL GENERATOR OBTAINS ALL REQUIRED WRITTEN AUTHORIZATIONS FROM TSP FOR SUCH ENCROACHMENTS, IF ANY.** The Generator will be responsible for the cost of all modifications needed on facilities owned by TSP which are the result of such encroachment. The provision of overall site plans by Generator shall not relieve

Generator from the obligation to submit all encroachment requests in accordance with this subsection (f).

- g. Site Plan - Generator will provide to TSP, by the date specified in Exhibit "B", a site plan in sufficient detail to reflect the proposed routes and locations of Generator's generating units, transmission lines, distribution lines, substations, transformers, and roads.
- h. Location of Wind Turbines - Generator will provide to TSP, by the date specified in Exhibit "B", the Latitude and Longitude of each wind turbine generating unit to enable the identification of the PUCT certificated service area for each wind turbine generating unit.
- i. Additional Studies - 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.
- j. Federal Income Tax - To the extent that a payment made by Generator to TSP pursuant to Sections 2.2 and 8.3 of Exhibit A is taxable income for federal income tax purposes, as determined by TSP, such payment shall be increased by an adder, as determined by TSP in accordance with its normal practices, to cover the effects of Generator's payment on TSP's tax liability.
- k. Reactive Power (Plant not generating real power) - Generator will install, operate, and maintain Plant and/or GIF facilities and implement an automatic operating scheme, as necessary, to establish and maintain reactive power within a range of +/- 5 Mvar, as measured at the Point of Interconnection, at all times when the Plant is not generating real power into the ERCOT grid and the Plant and/or GIFs acting as a load. Such facilities and automatic operating scheme will be installed and functional by the In-Service Date specified in Exhibit "B". Generator will provide, for review and comments, written documentation to TSP specifying the design details of all equipment (including size, number, and location of any capacitors and/or reactors and controls) and automatic operating scheme which it will install to meet these requirements by the date specified in Exhibit "B". Notwithstanding TSP's obligations in the remainder of this Agreement, TSP shall have no obligation to establish an electrical interconnection with the GIF until Generator completes the installation of the reactive power facilities and automatic operating scheme specified in this paragraph.
- l. Reactive Power (Plant generating real power) - Generator will install, operate, and maintain Plant and GIF reactive power facilities, as necessary, to comply with the unit reactive power capability requirements at all times when the Plant is generating real power into the ERCOT grid, in accordance with ERCOT Requirements. Such facilities will be installed and functional prior to the Trial Operation of the Plant. Generator will provide, for review and comments, written documentation to TSP specifying the design details of all equipment (including size, number, and location of any capacitors and/or reactors and controls) which it

will install to meet these requirements by the date specified in Exhibit "B". Notwithstanding TSP's obligations in the remainder of this Agreement, TSP shall have no obligation to establish an electrical interconnection with the GIF until Generator completes the installation of the reactive power facilities specified in this paragraph.

- m. Switching Procedures – To address the safety of field operations personnel of both Parties, the Parties will conduct the switching of transmission voltage devices owned by the TSP at the Point of Interconnection and all transmission voltage devices owned by Generator in accordance with TSP's procedures. TSP will provide a copy of such procedures to Generator upon request.
- n. Facility Connection Requirements – Generator will construct its facilities in accordance with the version of Oncor Standard 500-253 that is in effect at the time the Generator gives its notice to proceed with design and procurement, as referenced in Exhibit "B".
- o. Tap Position – In accordance with ERCOT Requirements, Generator will work with TSP to select the (no load) tap position on Generator's main power transformer(s). Generator will initiate contact with TSP to select such tap position no later than the date specified in Exhibit "B". Notwithstanding TSP's obligations in the remainder of this Agreement, TSP shall have no obligation to establish an electrical interconnection with the GIF until Generator and TSP have selected the tap position.

13. Special Operating Conditions:

A special ERCOT-approved operating arrangement such as a Remedial Action Plan or Remedial Action Scheme ("RAS") might be implemented to allow the Plant to generate power at levels higher than would otherwise be permitted by ERCOT. The terms "Remedial Action Plan" and "Remedial Action Scheme" shall have the meanings as set forth in the ERCOT Requirements. TSP and ERCOT will examine the need and feasibility of these arrangements in cooperation with the Generator. In the event that ERCOT determines that such an arrangement is permitted, then TSP, ERCOT, and Generator will cooperate to design and install the necessary facilities, to be operational for the duration of the period where such Remedial Action Plan or Remedial Action Scheme may be permitted.

14. The difference between the estimated cost of the TIF under 4.1.A (\$ N/A) and the estimated cost of the TIF under 4.1.B (\$ N/A) is: N/A, if applicable.

