Control Number: 35077

Item Number: 672

Addendum StartPage: 0

Sharyland Utilities, L.P.
600 Congress Avenue, Suite 2000
Austin, Texas 78701
(512) 721-2661
Fax: (512) 322-9233

September 9, 2016

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

Re: Project No. 35077 - Amendment No. 3 to the Generation Interconnection Agreement between Sharyland Utilities, L.P. and Astra Wind LLC (f/k/a Happy Whiteface Wind, LLC)

Dear Ms. Clark:

Please find enclosed Amendment No. 3 to the Generation Interconnection Agreement (Agreement) between Sharyland Utilities, L.P. and Astra Wind LLC (f/k/a Happy Whiteface Wind, LLC) for filing with the Public Utility Commission of Texas pursuant to P.U.C. SUBST. R. 25.195(e). The underlying Agreement, dated July 6, 2015, was filed in this project on July 13, 2015. Amendments No. 1 and No. 2 to the Agreement were filed in this project on August 28, 2015 and August 1, 2016, respectively. Amendment No. 3 sets forth amended Exhibits B and C to the Agreement.

Sincerely,

Alicia Rigler
Counsel for Sharyland Utilities, L.P.

Enclosure

Project No. 35077

Amendment No. 3

INTERCONNECTION AGREEMENT

Between

Sharyland Utilities, L.P.

&

ASTRA WIND LLC

f/k/a Happy Whiteface Wind, LLC

August 18, 2016

AMENDMENT NO. 3 TO THE
INTERCONNECTION AGREEMENT
BETWEEN
SHARYLAND UTILITIES, L.P.
AND
ASTRA WIND LLC
f/k/a Happy Whiteface Wind, LLC

This Amendment No. 3 to the Interconnection Agreement (this "Amendment") is made on the 18th day of August, 2016, by and between Sharyland Utilities, L.P. ("Transmission Service Provider"), and ASTRA WIND LLC ("Generator"), f/k/a Happy Whiteface Wind, LLC ("HWF"). Transmission Service Provider and Generator are each sometimes hereinafter refereed to individually as "Party" or both referred to collectively as "Parties".

WITNESSETH

WHEREAS, Transmission Service Provider and Generator are parties to that certain Standard Generation Interconnection Agreement dated effective July 6, 2015, by and between Transmission Service Provider and HWF, as amended by that certain Amendment No. 1 to the Interconnection Agreement between Transmission Service Provider and HWF, dated July 28, 2015, as further amended by that certain Amendment No. 2 to the Interconnection Agreement between Transmission Service Provider and HWF, dated April 28, 2016 (collectively, the "Interconnection Agreement");

WHEREAS, pursuant to that certain Certificate of Amendment to Certificate of Formation of Happy Whiteface Wind, LLC filed with the Texas Secretary of State on June 29, 2016, Happy Whiteface Wind, LLC changed its name to "Astra Wind LLC;"

WHEREAS, the Interconnection Agreement provides terms and conditions that allow for the amendment to the Interconnection Agreement as mutually agreed by the Parties;

WHEREAS, the Parties have agreed to amend Exhibit B to the Interconnection Agreement to amend the Scheduled Commercial Operation Date;

WHEREAS, the Generator previously selected 68 General Electric 2.3 MW wind turbine generators as the Generating Units for the Plant;

WHEREAS, following testing of the wind turbine generators, General Electric determined that it could upgrade the capacity of the wind turbine generators from 2.3 MW to 2.4 MW through a software upgrade and without any physical changes to the wind turbine generators;

WHEREAS, the Generator has requested to change the capacity of the turbine model identified on Exhibit C to the Interconnection Agreement to account for the change from 2.3 MW to 2.4 MW; and

WHEREAS, the Parties have agreed to amend Exhibit C to the Interconnection Agreement to identify the new turbine model.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants set forth herein, the Parties agree as follows:

I. CAPITALIZED TERMS

Capitalized terms used but not otherwise defined herein shall have the meanings specified in the Interconnection Agreement, as amended and supplemented by this Amendment.

II. AMENDMENT TO THE AGREEMENT

1. The Terms of this Amendment shall become effective on the date first written above, subject to Governmental Authority approval, if required.

2. The words "Scheduled Commercial Operation Date: August 1, 2016," on page 36 of Exhibit "B" to the Interconnection Agreement are hereby deleted and replaced with the following:

Scheduled Commercial Operation Date: December 31, 2016.

3. Paragraph 1 of Exhibit "C" to the Interconnection Agreement is hereby deleted and replaced with the following:

1) Name: Astra Wind

4. Paragraph 4 of Exhibit "C" to the Interconnection Agreement is hereby deleted and replaced with the following:

4) Number and Size of Generating Units: 68 – 2.4 MW

5. Paragraph 5 of Exhibit "C" to the Interconnection Agreement is hereby deleted and replaced with the following:

5) Type of Generating Unit: General Electric 2.4 MW

III. RATIFICATION OF OTHER TERMS

All other terms and conditions of the Interconnection Agreement which are not specifically amended by this Amendment shall remain unchanged and are hereby ratified by the Parties and shall continue to be in full force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed in two (2) counterparts, each of which shall be deemed an original but both shall constitute one and the same instrument.

SHARYLAND UTILITIES, L.P.

By: _____
Mark E. Caskey, P.E.
President

Date: 8/18/2016

KMF

ASTRA WIND LLC f/k/a HAPPY WHITEFACE WIND, LLC

By: _____
Leandro Alves
Authorized Person

Date: 8/18/2016

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 must provide notice to proceed with procurement and Generator must provide security equal to 15% of the TIF estimated cost, as specified in Section 4.2 so that TSP may maintain schedule to meet the In-Service Date: July 15, 2015

Date by which Generator must provide notice to commence construction, and Generator must provide security, sufficient to cause the aggregate security to be equal to 100% of the TIF estimated cost, as specified in Section 4.3, so that TSP may maintain schedule to meet the In-Service Date: August 21, 2015

For purposes of TIF securitization only, the estimated cost of the TIF is $2,500,000.

Generator has requested that this Agreement be executed by the Parties prior to the completion of the full interconnection study ("Study") for the Plant. The completion of such Study may reveal that additional TIF and/or GIF will be required to be installed in conjunction with the interconnection of the Plant. If such Study reasonably determines that any additional TIF and/or GIP is required for the interconnection of the Plant, the Parties agree that this Agreement will be amended to include such additional facilities and security requirements to secure the reasonable cost of the TSP to construct such additional TIF, if applicable. Generator will provide any additional security requirements in accordance with this Agreement to reflect the cost of any such additional TSP facilities, within thirty (30) days following the execution by the Parties of such amendment. With respect to any added costs in constructing or modifying the TIF, to the extent resulting from a change in the type, number or size of the generating units listed under paragraph 4 of Exhibit "C" comprising the Plant, the security for such added costs will be the responsibility of Generator.

In - Service Date(s): July 15, 2016

[Notes: (1) In the event that it is not necessary for all facilities associated with the TIF to be completed on the same date, this entry may consist of multiple dates to reflect the staged completion of the TIF to meet those needs. (2) In-Service Date(s) can be expressed as either a specific date or expressed as a defined number of months after all conditions under Sections 4.2 and 4.3 have been satisfied.]

Scheduled Trial Operation Date: July 15, 2016

Scheduled Commercial Operation Date: December 31, 2016

Due to the nature of the subject of this Agreement, the Parties may mutually agree to change the date and time of this Exhibit B.

Exhibit "C"
Interconnection Details

1) Name: Falvez Astra

2) Point of interconnection Location:
The Point of Interconnection is located in Deaf Smith County, Texas, in Sharyland's Windmill Substation. More specifically, the Point of Interconnection shall be defined as the point at which the Generator' s phase conductors, associated insulators, and static wires contact the TSP's corresponding dead-end, interconnecting bay in the Windmill Substation; currently labeled l N-GEN (Future).

3) Delivery Voltage: 345kV

4) Number and Size of Generating Units: 68 - 2.4 MW

5) Type of Generating Unit

General Electric 2.4 MW

6) Metering and Telemetry Equipment:
A) TSP shall, in accordance with ERCOT Requirements and Good Utility Practice, install, own, & operate, inspect, test, calibrate, and maintain 345kV metering accuracy potential and current transformers and associated metering and telemetry equipment (including remote terminal units "RTU") located in the TIF
B) Generators interconnection with TSP facilities shall not interfere with TSP's metering and telemetry operations
C) Metering to include 345kV rated meters, with individual CCVTs and Current transformers
D) Facilities shall meet the following TSP requirements in addition to ERCOT ERCOT Requirements, the ERCOT Requirements shall prevail
E) All other metering & telemetry requirements shall be finalized at a later date. upon completing design requirements and coordination efforts with Generator

7) Generator Interconnection Facilities:
GIP include the Substations and all facilities within them, except for those facilities identified as being owned by TSP in Section 6 above and Section 8 below

8) Transmission Service Provider Interconnection Facilities:

The TSP Interconnection Facilities shall, at a minimum, include the following facilities:
l) Substation
(i) 345kV 3000A, 63kA Circuit Breaker
(ii) Motor Operated Air Break Switch

(iii) 45kV Metering Units, with dual windings for relaying & revenue metering
(iv) 45kV, 212kV MCOV Surge Arresters
(v) Station Post Insulators
(vi) Galvanized Steel Structures, Equipment Foundations, and Associated Bus-Work, Conductor, Connectors, Grounding, etc.

2) Relaying
(i) Circuit Breaker Control Panel
(ii) Motor Operated Disconnect Switch Control Panel
(iii) Circuit Breaker Failure Protection Panel
(iv) Line Current Differential & Distance Protection Panel

3) All other TSP Interconnecting Facility requirements shall be finalized at a later date, upon completing design requirements and coordination efforts with Generator

9) Communications Facilities:
A) The communications facilities described below will be paid for, owned, and installed by Generator.
1) one (l) dedicated voice dispatch circuit between TSP's Amarillo, TX dispatch office and Generator's control center, including associated interface equipment at Generator's control center
2) one (I) RTU communications circuit between the Substation and TSP's master SCADA system at TSP's Amarillo, TX dispatch office
3) one (I) telephone company interface box (demarcation equipment) at the Substation for demarcation of telephone company circuits
4) high voltage isolation equipment for all telephone company circuits at the Substation
B) The communications facilities described below will be paid for, owned, and installed by TSP
1) one (I) dial-up circuit including associated interface equipment at the location of the EPS meter facilities
2) All communication facilities shall meet the TSP's requirements in addition to ERCOT Requirements. If there is a conflict between the TSP requirements below and ERCOT Requirements, the ERCOT Requirements shall prevail
C) All other TSP Communications Facility requirements shall be finalized at a later date, upon completing design requirements and coordination efforts with Generator

10) System Protection Equipment:
A) Protection of each Party's system shall meet the TSP's requirements in addition to ERCOT Requirements. If there is a conflict between the TSP requirements and ERCOT Requirements, the ERCOT Requirements shall prevail

B) All other TSP System Protection Equipment requirements shall be finalized at a later date, upon completing design requirements and coordination efforts with Generator

11) Inputs to Telemetry Equipment:
   A) A generation-specific RTU is required at the Plant or GIF for TSP's generation-specific SCADA. A specific RTU points list will be developed by TSP as a part of each generation project based upon the project's electrical configuration. For such purpose, Generator shall be responsible for providing TSP with metering and relaying one-line diagrams of the generation and Substation facilities. Generator shall provide TSP with a station communications drawing which is to include RTU point sources (IEDs and contacts supplying required data), interface devices, and connections to the RTU
   B) All other Inputs to Telemetry Equipment requirements shall be finalized at a later date, upon completing design requirements and coordination efforts with Generator

12) Supplemental Terms and Conditions, if any, attached:
All other Supplemental Terms and Conditions shall be finalized at a later date, upon completing design requirements and coordination efforts with Generator

13) Special Operating Conditions, if any, attached:
To be defined and coordinated with the Generator at a later date

14) The difference between the estimated cost of the TIF under 4.1.A ($_____) and the estimated cost of the TIF under 4. I .B ($_____) is: _____ if applicable.