



Control Number: 35077



Item Number: 784

Addendum StartPage: 0

Project No. 35077

Amendment No. 9

**ERCOT Standard Generation
Interconnection Agreement**

Between

LCRA Transmission Services Corporation

and

Sweetwater Wind 2 LLC

Dated

November 13, 2017

RECEIVED

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PUBLIC UTILITY COMMISSION
FILING CLERK

784

**AMENDMENT NO. 9
TO
ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT**

THIS AMENDMENT NO. 9 ("Amendment") is made and entered into this 13th day of Nov. 2017, by and among LCRA Transmission Services Corporation ("Transmission Service Provider" or "TSP") and Sweetwater Wind 2 LLC ("Sweetwater 2"), as assignee of the rights and obligations of Sweetwater Wind Power L.L.C. ("Sweetwater") of the Agreement to the extent relating to Phase 2 collectively referred to hereinafter as the Parties.

WHEREAS, Oncor Electric Delivery Company ("Oncor") and DKR Development, LLC ("DKR") entered into that certain ERCOT Standard Generation Interconnection Agreement dated as of October 23, 2002, as amended by that certain Amendment No. 1 to ERCOT Standard Generation Interconnection Agreement, dated as of November 26, 2002, by that certain Amendment No. 2 to ERCOT Standard Generation Interconnection Agreement dated as of June 27, 2003, by that certain Amendment No. 3 to ERCOT Standard Generation Interconnection Agreement dated as of January 6, 2004, by that certain Amendment No. 4 to ERCOT Standard Generation Interconnection Agreement dated as of August 9, 2004, by that certain Amendment No. 5 to ERCOT Standard Generation Interconnection Agreement dated as of November 28, 2005, by that certain Amendment No. 6 to ERCOT Standard Generation Interconnection Agreement dated as of August 2, 2006, by that certain Amendment No. 7 to ERCOT Standard Generation Interconnection Agreement dated as of December 13, 2006, and by that certain Amendment No. 8 to ERCOT Standard Generation Interconnection Agreement dated as of February 22, 2007 (collectively, as amended, the "Agreement");

WHEREAS, LCRA Transmission Services Corporation accepted the assignment of the Agreement from Oncor on December 10, 2002, Sweetwater accepted the assignment of the Agreement from DKR on June 27, 2003, and Sweetwater 2 accepted assignment of the Agreement with respect to Phase 2 (defined below) on August 9th, 2004;

WHEREAS, the original Agreement provided for a single point of metering at one 345 kV Point of Interconnection for 400 MW nominal wind power plant;

WHEREAS, the Agreement has been amended to add a second 345 kV Point of Interconnection (Amendment No. 6);

WHEREAS, the Generator filed with ERCOT to increase the total generation capacity interconnected at the Bitter Creek Switchyard by 300 MW (Amendment No. 7);

WHEREAS, the Generator (or its assignees) built the initial phase rated at 37.5 MW, the second phase rated at 91.5 MW ("Phase 2"), the third phase rated at 135 MW, each of which is separately metered, the first part of the fourth phase rated at 135 MW ("Phase IV-A"), the second part of the fourth phase rated at 105.8 MW ("Phase IV-B" and together with Phase IV-A, "Phase IV"), and the fifth phase rated at 80.5 MW ("Phase V");

WHEREAS, Phase IV-A, Phase IV-B and Phase V all connect through the same second Point of Interconnection, all of which are metered in aggregate;

WHEREAS, this Amendment is required because Sweetwater 2 is installing a software upgrade that will increase the nominal capacity of each of its 61 Units from 1.5 MW to 1.62 MW for a total of 7.32 MW;

WHEREAS, such upgrade requires the submission of a new Generation Interconnection or Change Request application to ERCOT;

WHEREAS, such upgrade does not require any additional interconnection studies due to the aggregate increase in summer or winter Net Dependable Capability being less than ten MW within a single year as confirmed by ERCOT; and

WHEREAS, the TSP shall modify and submit to ERCOT, the EPS metering proposal and other associated documentation as necessary to accommodate this additional generation capacity.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the Parties agree to amend the Agreement as follows:

1. Solely with respect to Phase 2, Exhibit "B" is deleted in its entirety and the Exhibit "B" attached to this Amendment No. 9 is hereby added to the Agreement in lieu thereof.

2. Exhibit "C" Item 4 of the Agreement is deleted in its entirety and replaced with the following:

"Number and size of Generating Units: The Customer Plant will be a 700 MW (Nominal) wind turbine power plant, consisting of the following:

176 Units of 1.5 MW GE Wind Turbines *

135 Units of 1 MW Mitsubishi Heavy Industries Wind Turbines

81 Units of 2.3 MW Siemens Wind Turbines

The above list is not intended to be a complete list of all facilities that are part of the Plant.

*61 Units at Phase 2 upgraded from 1.5 MW to 1.62 MW, which upgrade requires the submission of a new Generation Interconnection or Change Request application to ERCOT, but not any additional interconnection studies due to the aggregate increase in summer or winter Net Dependable Capability being less than ten MW within a single year."

3. Solely with respect to Phase 2, Exhibits "D" and "E" are deleted in their entirety and the Exhibits "D" and "E" attached to this Amendment No. 9 are hereby added to the Agreement in lieu thereof.

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) N/A good faith negotiations, or (2) N/A designated by Generator upon failure to agree.

Date by which Generator must provide to TSP written notice to proceed and full security, as specified in Section 4.2, so that TSP may maintain schedule to meet the In-Service Date: N/A

In - Service Date(s): **No earlier than 45 days following the execution of this amendment**

Scheduled Trial Operation Date: N/A

Scheduled Commercial Operation Date: **December 20, 2017**

If Generator: i) notifies TSP that it does not intend to complete the full build-out of its Plant to achieve Commercial Operation as set forth in this Ninth Amendment Exhibit "B"; or ii) fails to complete the Commercial Operation of its Plant by December 20, 2017, then the Agreement shall be amended to define the Plants in Exhibit "C" Item 4 to mean the Plants as then constructed and connected to the TIF (in no case more than 700 MW in aggregate) and shall exclude any uncompleted portion of the Plant that remains to be built-out.

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. Solely with respect to Phase 2, Exhibits "B", "D" and "E" attached to this Amendment will become effective upon execution of this Amendment No. 9 by the Parties.

Except as otherwise expressly provided for herein, the Agreement will continue in full force and effect in accordance with its terms.

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

Sweetwater Wind 2 LLC
a Delaware limited liability company

By: Sweetwater 1-2 Holdings, LLC
its managing member

By: Sweetwater 1-2 Member, LLC
its managing member

By :

Name: Andrew Flanagan

Title: Vice President

Date: 11/13/17

LCRA Transmission Services Corporation

Signature: _____

By: Sergio Garza, P.E.

Title: Vice President, LCRA Transmission
Design and Protection

Date: NOV. 13, 2017



Exhibit "D"
**Notice and EFT Information of the ERCOT Standard 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:

To: Sweetwater Wind 2, LLC

To: LCRA Transmission Services Corporation

Company Name: Sweetwater Wind 2, LLC
Attn: Jason Allen

Company Name: LCRA
Attn: Transmission Operations Manager
P.O. Box 220
Austin, TX 78767

Operational/Confirmation Fax: (214) 368-9929

Operational/Confirmation Fax: (512) 385-2146

24 Hour Telephone: (214) 515-1110

24 Hour Telephone: 1 (800) 223-7622

E-mail: DL-OCC@LeewardEnergy.com

E-mail: bill.hatfield@lcra.org

(b) Notices of an administrative nature:

To: Sweetwater Wind 2, LLC

To: LCRA Transmission Services Corporation

Company Name: Sweetwater Wind 2, LLC
Attn: Asset Management

Company Name: LCRA
Attn: Vice President, LCRA Transmission Design and
Protection

Address: 6688 N. Central Expressway
Suite 500

Address: P.O. Box 220
Austin, TX 78767

Fax: (214) 368-9929

Fax: (512) 578-4413

Phone: (214) 515-1100

Phone: (512) 578-4149

E-mail: Matthew.McGowan@LeewardEnergy.com

E-mail: sergio.garza@lcra.org

(c) Notice for statement and billing purposes:

To: Sweetwater Wind 2, LLC

To: LCRA Transmission Services Corporation

Company Name: c/o Leeward Renewable Energy

Company Name: (Same as (b) above)

Attn: Accounts Payable

Attn:

6688 N. Central Expy. Ste. 500

Address

Dallas, TX 75206

City, State, Zip

Phone: (214) 515-1100

Phone:

E-mail: AP@LeewardEnergy.com

E-mail

(d) Information concerning Electronic Funds Transfers:

To: Sweetwater Wind 2, LLC

To: LCRA Transmission Services Corporation

Bank: Union Bank of California

Bank Name: (to be supplied as needed)

Acct Name: Sweetwater Wind 2 LLC Operating Account

ABA No. _____

ABA#: 122 000 496

Acct. #: 7000-166019

for credit to

Account No. _____

Exhibit "E"
Security Arrangement Details

Due to the Sweetwater Wind 2 project utilizing an existing Point of Interconnection at the TSP substation for which additional changes to the TIF are not required, a security instrument will not be required for this Amendment.

Generator will make a Contribution in Aid of Construction in the amount of **\$15,000** for expenses relating to engineering, administrative and project management fees to accommodate the Generation Interconnection. TSP shall invoice Generator for said incurred expenses and Generator shall provide payment(s) within 30 days of receipt of such invoice(s). Payments by Generator to TSP under this Agreement shall be made in immediately available funds payable to TSP pursuant to wire transfer instructions to be provided by TSP to Generator, or other form of payment acceptable to TSP.

Failure to deliver payment in the amounts invoiced as set forth above shall be deemed a Default under Section 10.6 of the Agreement, notwithstanding any cure period otherwise provided for in Section 10.6.