



Control Number: 35077



Item Number: 824

Addendum StartPage: 0



2018 MAY -7 PM 2:41
PUBLIC UTILITY COMMISSION
FILING CLERK

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

May 7, 2018

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

Re: Project No. 35077 - Amendment No. 2 to the Generation Interconnection Agreement between Sharyland Utilities, L.P. and Pumpkin Farm Wind, LLC (Agreement)

Dear Ms. Clark:

Please find enclosed Amendment No. 2 (Amendment) to the Generation Interconnection Agreement between Sharyland Utilities, L.P. (Sharyland) and Pumpkin Farm Wind, LLC, for filing with the Public Utility Commission of Texas pursuant to P.U.C. SUBST. R. 25.195(e). The Agreement, dated February 16, 2016, as amended pursuant to Amendment No. 1, dated March 24, 2017, were previously filed in this project. The Amendment sets forth an amended Exhibit C to the Agreement.

Sincerely,

(By Permission SFM)

Kelly Frazier
Associate General Counsel for Sharyland Utilities,
L.P.

Enclosure

1
824

Project No. 35077

Amendment No. 2

to the

ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT

Between

Sharyland Utilities, L.P.

and

Pumpkin Farm Wind, LLC

6 April 2018

AMENDMENT NO. 2 TO THE
ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT
BETWEEN
SHARYLAND UTILITIES, L.P.
AND
Pumpkin Farm Wind, LLC

This Amendment No. 2 to the ERCOT Standard Generation Interconnection Agreement between Sharyland Utilities, L.P. and Pumpkin Farm Wind, LLC (“Amendment”) is made and entered into on this 9 day of April, 2018 by and between Sharyland Utilities, L.P. (“Transmission Service Provider”), and Pumpkin Farm Wind, LLC (“Generator”), hereinafter sometimes referred to individually as “Party” and collectively as “Parties.”

WITNESSETH

WHEREAS, Transmission Service Provider and Generator are parties to that certain ERCOT Standard Generation Interconnection Agreement, dated as of February 16, 2016 (the “GIA”)

WHEREAS, Transmission Service Provider and Generator are parties to that certain ERCOT Standard Generation Interconnection Agreement, Amendment 1, dated as of March 24, 2017 (together with the GIA, the “Interconnection Agreement”);

WHEREAS, Generator, Cotton Plains Wind I, LLC (“Cotton Plains”), and Old Settler Wind, LLC (“Old Settler”) are Co-Tenant Generators;

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

WHEREAS, the Generator has requested to change the Exhibit “C” Interconnection Details; and

WHEREAS, the Parties intend to amend the Interconnection Agreement in accordance with the terms and conditions provided herein.

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

I. CAPITALIZED TERMS

Unless expressly referenced and modified herein, capitalized terms used but not otherwise defined herein shall have the meanings specified in the Interconnection Agreement.

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. Exhibit “C” (Interconnection Details) to the Interconnection Agreement is hereby replaced in its entirety with Exhibit “C” attached hereto.

III. RATIFICATION OF OTHER TERMS

Sharyland Utilities, LP. - Pumpkin Farm Wind, LLC, Amendment No. 2

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

IV. MULTIPLE COUNTERPARTS

This Amendment may be executed in two or more counterparts, each of which is deemed an original, but all constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Amendment.

Sharyland Utilities, L.P.

KRF
By: Greg Boggs
Greg Boggs
Sr. Vice President

Date: 04/06/2018

~~Pumpkin Farm Wind, LLC~~
By: Apex GCL, LLC, Its Sole Member
By: Apex Clean Energy Holdings, LLC, Its Sole Member

By: Mark Goodwin
Mark Goodwin
President

Date: 9 April 2018

Exhibit "B"
Time Schedule

Notwithstanding anything to the contrary in the Interconnection Agreement, as may be amended from time to time, the Parties agree as follows:

1. Interconnection Option. The interconnection option chosen by Generator is Section 4.1.A of the Interconnection Agreement. None of the provisions of Section 4.1.B of the Interconnection Agreement shall have any force or effect and the Parties' respective rights and obligations shall be governed solely by Section 4.1.A thereof.
2. Acceptable Credit Support. Security provided by Generator shall be in the form of one of the following (each "Acceptable Credit Support").
 - a. "Cash" means cash denominated in United States dollars delivered by wire transfer to an account designated by Transmission Service Provider.
 - b. "Acceptable Guaranty" means a guaranty issued by an Acceptable Guarantor in a form reasonably acceptable to Transmission Service Provider. "Acceptable Guarantor" means a Person (other than an individual or a financial institution) with a corporate family rating at all times of at least A1 by Moody's Investors Service, Inc., or any successor to its ratings business ("Moody's") with a stable outlook and with a corporate credit rating of at least A+ by Standard & Poor's Ratings Group, a division of McGraw-Hill, Inc., or any successor to its ratings business ("S&P") with a stable outlook.
 - c. "Letter of Credit" means a letter of credit as set forth in Exhibit E (together with any replacement letter of credit) issued or confirmed by an Acceptable Bank. Acceptable Bank means a commercial bank that (x) has a long-term credit rating of at least A2 by Moody's and A by S&P, (y) has a combined capital and surplus of at least \$1,000,000,000, and (z) is able to honor demands for payment at its offices in New York, NY or such other location as may be acceptable to TSP in its sole discretion.
 - i. The Letter of Credit shall be issued in the amount of USD \$50,000
 - ii. The full amount of the Letter of Credit shall be drawable (1) upon any failure to renew (so long as the issuing bank continues to qualify as an Acceptable Bank) such Letter of Credit or replace such Letter of Credit with another letter of credit in the amount required hereby and issued by Acceptable Bank at least twenty (20) days prior to its renewal or expiration date, as the case may be, or (2) if the issuing bank no longer constitutes an Acceptable Bank and Generator has failed to replace such Letter of Credit with a letter of credit in the amount required hereby and issued by an Acceptable Bank within twenty (20) days after Generator becomes aware of such issuer ceasing to be an Acceptable Bank. Any funds drawn pursuant to the preceding sentence shall be held by TSP as security and applied in accordance with this Exhibit B and the Interconnection Agreement.
 - d. If, at any time, there is no Acceptable Credit Support, such failure shall constitute a Default under the Interconnection Agreement, and without limitation, TSP shall be

relieved of its obligations hereunder and may exercise any and all remedies available hereunder and under applicable law.

3. TIF Milestones.

- a. Date by which Generator must provide full collateral **(\$50,000)** and full notice to proceed to commence engineering, procurement & construction as specified in Section 4.2 so that TSP may maintain schedule to meet the In-Service Date: October 5, 2018
- b. Date by which Generator must provide notice to commence construction, as specified in Section 4.3, so that TSP may maintain schedule to meet the In-Service Date: October 5, 2018

4. In-Service Dates:

- a. In-Service Date(s): October 5, 2018
- b. Scheduled Trial Operation Date: October 17, 2018
- c. Scheduled Commercial Operation Date: January 31, 2019

5. Covered Costs

- a. Generator agrees to reimburse TSP for all Covered Costs (defined below) upon any of the following events: (i) the Generator elects to terminate the Interconnection Agreement pursuant to Section 4(d)(i) of this Exhibit "B," or (ii) the Interconnection Agreement is otherwise terminated. "Covered Costs" include all costs and expenses incurred, or committed to be incurred by or on behalf of TSP in connection with its efforts to complete the TIF by the In-Service Date (defined below), including (but not limited to) costs associated related to planning, engineering, designing, acquiring rights-of-way, licensing, procuring equipment and materials (including any cancellation or termination fees), legal fees, financing fees, and other ancillary fees, whether such costs and expenses are internal costs of allocated personnel and resources, or external costs (contractors, third-party consultants, outside counsel, etc.), or both.
- b. TSP has the right to demand payment under the Letter of Credit, or other security provided hereunder, for any amount payable under the Interconnection Agreement (including this Exhibit B). TSP shall have no obligation to seek payment from Generator for the Covered Costs prior to demanding payment under the Letter of Credit, or any other security provided to TSP by or on behalf of Generator.
- c. For the avoidance of doubt, (i) Section 10.5 (Force Majeure) of the Interconnection Agreement shall not apply to Generator's payment obligations with respect to the Covered Costs, or other payment obligations under the Interconnection Agreement; and (ii) Section 10.16 (Consequential Damages) of the Interconnection Agreement, shall not apply to TSP's right to collect, or Generator's obligation to reimburse Covered Costs.

6. Nameplate Capacity: Generator shall exercise the Co-Tenant Facilities Option and acquire an interest in the Co-Tenant facilities prior to the Commercial Operation Date of the Plant, Sharyland Utilities, LP. - Pumpkin Farm Wind, LLC, Amendment No. 2

and Generator will be connected to the Plant's Point of Interconnection Location, as defined in Exhibit C, which, when combined with the Plant's nameplate capacity (280MW) and the nameplate capacity set forth in the Co-Tenant Generator Interconnection Agreements (200MW), will not materially exceed the total wind generation capacity studied in the FIS (480MW).

Exhibit "C"
Interconnection Details

1) Name: Blanco Canyon Wind Farm

The Plant consists of an electric generating facility (the "Project"). The Project is being developed by Pumpkin Farm Wind, LLC ("Pumpkin Farm") and will be approximately 280.6 MW.

2) Point of Interconnection Location: The Point of Interconnection is located in Floyd County, Texas, in Sharyland's White River Substation. More specifically, the Point of Interconnection shall be defined as the point at which the Generator's conductors (Gen-Tie Line), associated insulators, and static wires contact the TSP's corresponding dead-end at the interconnecting bay in the White River Substation. The Co-Tenant Generators will utilize the same Gen-Tie Line as Cotton Plains and Old Settler wind plants for interconnection into the White River Substation.

3) Delivery Voltage: 345kV

4) Number and Size of Generating Units

[Pumpkin Farm Wind: 122 units@2.3 MW/unit]

5) Type of Generating Unit Siemens 2.3

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) Generator's interconnection with TSP facilities shall not interfere with TSP's metering and telemetry operations
- C) Metering to include 345kV rated meters, with dual secondary windings for relaying and revenue metering
- D) Facilities shall meet the following TSP requirements in addition to ERCOT Requirements. If there is a conflict between the TSP requirements below and 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:** Generator Interconnection Facilities shall include the Generator-owned Substation, the Generator-owned common switchyard (connecting the Generator-owned Substation to Co-Tenant Facilities) and all associated facilities (except for those facilities identified as being owned by TSP in Section 6 above and Section 8 below) as well as the Co-Tenant Facilities.

Co-Tenant Facilities shall mean all interconnection and transmission facilities constituting the Gen-Tie line, including poles, common switchyard, any applicable switching or control/communications equipment, all other interconnection and transmission facilities and improvements including any access or patrol roads, the use of all of which is contemplated to be shared separately between the Co-Tenant Generators.

The Gen-Tie Line shall be the 345 kV transmission line from the common switchyard to the Point of Interconnection at the TSP's dead-end structure within the TSP's White River Substation.

The above list is not intended to be a complete list of all facilities that are part of the GIF. All Generator Interconnecting Facility requirements shall be finalized at a later date, upon completing design requirements and coordination efforts with TSP.

- 8) **Transmission Service Provider Interconnection Facilities:**

The TSP Interconnection Facilities shall, at a minimum, include the following facilities:

- 1) **White River Substation**

The Sharyland 345 kV station will initially be constructed using a single bus/single breaker configuration consisting of the following:

- (i) 345kV 3000A, 63kA Circuit Breaker
- (ii) Motor Operated Air Break Switch(es)
- (iii) 345kV Metering Units, with individual CCVTs and Current transformers

- (iv) 345kV, 212kV MCOV Surge Arresters
- (v) Station Post Insulators
- (vi) Galvanized Steel Structures, Equipment Foundations, and Associated Bus-Work, Conductor, Connectors, Grounding, etc.
- (vii) Dead-end structure within the Sharyland 345 kV Station property for terminating GIF

- 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 Interconnection Customer

9) Communications Facilities:

- (a) TSP will own and install the necessary communication facilities for (1) provision of SCADA communications to TSP and Generator, and (2) EPS meter access by ERCOT.
- (b) Generator will own and install the necessary communication facilities for provision of SCADA communications and telemetry to Generator energy management system consistent with ERCOT Requirements.
- (c) All communication facilities 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.

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) 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.

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 (\$,000) and the estimated cost of the TIF under 4.1.B (\$000) is: _____0_____, if applicable.

DATE: 9 April 2018

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:	
<p>If to</p> <p>Company Name: Pumpkin Farm Wind, LLC Attn: Andrea Miller Address: 310 4th St. NE, Ste 200 City, State, Zip: Charlottesville, VA 22902 24 Hour Telephone (434)282-2119 Operational/Confirmation Fax (434) 220-3712 E-mail andrea.miller@apexcleanenergy.com</p>	<p>If to</p> <p>Company Name: <u>Sharyland Utilities, L.P.</u> Attn: <u>Sr. Vice President</u> Address: <u>4909 Canyon Dr.</u> City, State, Zip: <u>Amarillo, TX 79110</u> 24 Hour Telephone <u>(866) 354-3335</u> Operational/Confirmation Fax <u>(806) 467-8401</u> E-mail greg.boggs@sharyland.com</p>
(b) Notices of an administrative nature:	
<p>If to</p> <p>Company Name: Pumpkin Farm Wind, LLC Attn: Sandeep Nummagadda Address: 310 4th St. NE, Ste 200 City, State, Zip: Charlottesville, VA 22902 Phone: (434) 328-2300 Fax: (434) 220-3712 E-mail: bill.pezalla@apexcleanenergy.com</p>	<p>If to</p> <p>Company Name <u>Sharyland Utilities, L.P</u> Attn: <u>President</u> Address <u>1900 N. Akard St.</u> City, State, Zip <u>Dallas, TX 75201</u> Phone: <u>(214) 978-8958</u> Fax: <u>(214) 978-8810</u> E-mail: David.Campbell@sharyland.com</p>
(c) Notice for statement and billing purposes:	
<p>If to</p> <p>Company Name: Pumpkin Farm Wind, LLC Attn: Helene Austin Address: 310 4th St. NE, Ste 200 City, State, Zip: Charlottesville, VA 22902 Phone: (434) 2822-2101 E-mail: Helene.austin@apexcleanenergy.com</p>	<p>If to</p> <p>Company Name: <u>Sharyland Utilities, L.P</u> Attn: <u>Accounts Payable</u> Address <u>1900 N. Akard St.</u> City, State, Zip <u>Dallas, TX 75201</u> Phone <u>(800) 442-8688</u> E-mail ap@sharyland.com</p>
(d) Information concerning electronic funds transfers:	
<p>If to Generator</p> <p>Bank Name: Virginia National Bank Address: PO Box 2853 City, State: Charlottesville, VA ABA No. 051408868 for credit to: Apex Clean Energy Holdings, LLC Account No. 1000399657</p>	<p>If to</p> <p>Bank Name _____ City, State _____ ABA No. _____ for credit to: _____ Account No. _____</p>

Sharyland Utilities, LP. - Pumpkin Farm Wind, LLC, Amendment No. 2