



Control Number: 35077



Item Number: 831

Addendum StartPage: 0



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

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2018 MAY 25 AM 11:42

PUBLIC UTILITY COMMISSION
FILING CLERK

May 25, 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. 3 to the Generation Interconnection Agreement
between Sharyland Utilities, L.P. and with Mariah del Este, LLC

Dear Ms. Reeves,

Please find attached the Generation Interconnection Agreement (“Agreement”) between Sharyland Utilities, L.P. (“Sharyland”) and Mariah del Este, LLC (“Generator”), for filing with the Public Utility Commission of Texas pursuant to P.U.C. SUBST. R. 25.195 (e). The Agreement, dated January 13, 2013, was previously filed in this project. Amendments No. 1 and No. 2 were filed in this project on December 5, 2014 and December 14, 2015, respectively. Because the Agreement contains slight deviations from the Standard Generation Interconnection Agreement, Sharyland has prepared this letter explaining the changes and requests that it be filed with the Agreement.

Exhibit “B”

- Exhibit B has been replaced in its entirety.

Exhibit “D”

- Exhibit D has been replaced in its entirety.

Sincerely,

(By Permission SKM)

A handwritten signature in cursive script, appearing to read "Kelly Frazier".

Kelly Frazier

Associate General Counsel for
Sharyland Utilities, L.P.

Project No. 35077

Amendment No. 3

to the

ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT

Between

Sharyland Utilities, L.P.

and

Mariah del Este LLC

April 1, 2018

AMENDMENT NO. 3 TO THE
ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT
BETWEEN
SHARYLAND UTILITIES, L.P.
AND
MARIAH DEL ESTE LLC

This Amendment No. 3 to the ERCOT Standard Generation Interconnection Agreement between Sharyland Utilities, L.P. and Mariah del Este LLC ("Amendment No. 3") is made and entered into on this ___ day of April, 2018 by and between Sharyland Utilities, L.P. ("Transmission Service Provider"), and Mariah del Este 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 January 13, 2013 (the "GIA"), as amended by Amendment No. 1 to the ERCOT Standard Generation Agreement, dated as of December 5, 2014 ("Amendment No. 1"), and by Amendment No. 2 to the ERCOT Standard Generation Agreement, dated as of December 14, 2015 ("Amendment No. 2," and, together with this Amendment No. 3, Amendment No. 1 and the GIA, the "Interconnection Agreement");

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 Exhibit "B" Time Schedule, and Exhibit "D" 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 "B" to the Interconnection Agreement is hereby replaced in its entirety with Exhibit "B" attached hereto.
3. Exhibit "D" to the Interconnection Agreement is hereby replaced in its entirety with Exhibit "D" attached hereto.

III. RATIFICATION OF OTHER TERMS


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.

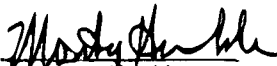
IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Amendment.

Sharyland Utilities, L.P.

By: 
KAF Greg Boggs
Sr. Vice President

Date: _____

Mariah del Este LLC

By: 
Monty Dumble
Authorized Person

Date: April 17, 2018

Sharyland Utilities, LP. – Mariah del Este LLC, Amendment No. 3

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. n/a
3. TIF Milestones. n/a
4. In-Service Dates:
 - a. In-Service Date(s): 10/06/2018
 - b. Scheduled Trial Operation Date: 10/15/2018
 - c. Scheduled Commercial Operation Date: 12/31/2018
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.

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:

If to Company Name: <u>Mariah del Este LLC</u> Attn: <u>Monty Humble</u> Address: <u>100 Congress Avenue, Suite 2000</u> City, State, Zip: <u>Austin, Texas 78701</u> 24 Hour Telephone <u>(469) 855-7746</u> Operational/Confirmation Fax E-mail <u>mhumble@highroadcleanenergy.com</u>	If to 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 <u>greg.boggs@sharyland.com</u>
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(b) Notices of an administrative nature:

If to Company Name: <u>Mariah del Este LLC</u> Attn: <u>Monty Humble</u> Address: <u>100 Congress Avenue, Suite 2000</u> City, State, Zip: <u>Austin, Texas 78701</u> Phone: <u>(469) 855-7746</u> Fax: E-mail: <u>mhumble@highroadcleanenergy.com</u>	If to 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: <u>David.Campbell@sharyland.com</u>
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(c) Notice for statement and billing purposes:

If to Company Name: <u>Mariah del Este LLC</u> Attn: Address: <u>100 Congress Avenue, Suite 2000</u> City, State, Zip: <u>Austin, Texas 78701</u> Phone: <u>(469) 855-7746</u> E-mail <u>mhumble@highroadcleanenergy.com</u>	If to 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 <u>ap@sharyland.com</u>
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(d) Information concerning electronic funds transfers:

If to Generator Bank Name: Address: City, State: ABA No. for credit to: Account No.	If to Bank Name City, State ABA No. _____ for credit to: _____ Account No. _____
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