

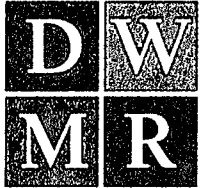


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FILING CLERK

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

Re: Project No. 35077—Interconnection Agreement between City of Garland and Roadrunner Solar Project, LLC; Filing Pursuant to 16 TAC § 25.195(e).

Dear Ms. Reeves:

On behalf of the City of Garland, I am enclosing Attachment A that I inadvertently omitted from the cover letter to yesterday's filing of the Interconnection Agreement between Garland and Roadrunner Solar Project, LLC.

Very truly yours,

Kerry McGrath

Encls.

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ATTACHMENT A – Changes from SGIA

- The following exhibits have been added to the list of exhibits in the Table of Contents:

Exhibit “C1” –Interconnection Details

Exhibit “C2” –Interconnection Details

- The first sentence of the second paragraph of the recital has been revised as follows:

Transmission Service Provider (“TSP”) represents that it is a municipally-owned electric utility of the City of Garland, Texas, operating facilities for the transmission and distribution of electricity.

- The last sentence of the second paragraph of the recital has been revised as follows:

Pursuant to the terms and conditions of this Agreement, Transmission Service Provider shall interconnect Generator’s Plant with Transmission Service Provider’s System consistent with the Facilities Study Agreement executed between the Parties on June 2, 2018, and pursuant to the ERCOT generation interconnection request 19INR0102.

- The third paragraph of the recital has been revised as follows:

This Agreement applies only to the Plant and the Parties’ interconnection facilities as identified in Exhibits “C”, “C1”, and “C2”.

- Item E. of the fifth paragraph of the recital has been revised as follows:

E. The Interconnection Details attached hereto as Exhibits “C”, “C1”, and “C2”;

- Item F. of the fifth paragraph of the recital has been revised as follows:

F. The Notice Information attached hereto as Exhibit “D”; and

- The first sentence of the “ERCOT Requirements” definition in Section 1.5 of Article 1. Definitions of the Agreement has been revised as follows:

“ERCOT Requirements” means the ERCOT Nodal Operating Guides, ERCOT Nodal Protocols, ISO Generation Interconnection Procedures as well as any other documents adopted by the ISO or ERCOT relating to the interconnection and operation of generators and transmission systems in ERCOT as amended from time to time, and any successors thereto.

- The definition for Point of Interconnection in Section 1.14 of Article 1. Definitions of the Agreement has been revised as follows:

“POI” (Point of Interconnection) shall mean the location(s) where the GIF connects to the TIF as negotiated and defined by the Parties and as described in Exhibit “C” and shown on Exhibit “C1” of this Agreement.

- The definition for Point of Interconnection in Section 1.17 of Article 1. Definitions of the Agreement has been revised as follows:

“Reasonable Efforts” shall mean the use of Good Utility Practice and the exercise of due diligence (pursuant to PUCT Rule 25.198(e) or its successor).

- A definition for Substation Site has been added as Section 1.18 of Article 1. Definitions of the Agreement as follows:

“Substation Site” shall mean the approximate area titled GP&L Switch Station as shown in Exhibit “C2”.

- The numbering for the definitions provided in Sections 1.19-.24 has been changed to accommodate the definition added at 1.18.

- The definition for TIF in Section 1.21 of Article 1. Definitions of the Agreement has been revised as follows:

“TIF” shall mean the TSP's Interconnection Facilities as described in Exhibits “C” and “C1” to this Agreement.

- Subsection C under Article 4.2 has been revised as follows:

C. The Generator has provided security to the TSP in accordance with Section 8.3 by the dates specified in Exhibits “B” and “E.”

- Subsection D under Article 4.3 has been revised as follows:

D. The Generator has provided security to the TSP in accordance with Section 8.3 by the dates specified in Exhibits “B” and “E.”

- The first sentence of subsection D under Article 5.5 has been revised as follows:

D. The TSP will notify the Generator's Qualified Scheduling Entity at least five (5) working days in advance of any planned maintenance, inspection, testing, or calibration of the metering equipment, unless otherwise agreed to in writing

- A third sentence has been added to subsection D under Article 5.5 which now reads:

D. The TSP will notify the Generator's Qualified Scheduling Entity at least five (5) working days in advance of any planned maintenance, inspection, testing, or calibration of the metering equipment, unless otherwise agreed to in writing. The Generator, or

its designated representative, shall have the right to be present for these activities and to receive copies of any documents related to the procedures and results. Subject to ERCOT Requirements, designated representatives may include the offtaker or purchaser of the renewable energy attributes of the Generator's facility pursuant to an agreement for the purchase and sale of renewable energy or renewable energy credits.

- Subsection D under Article 9.1 has been revised as follows:

D. Excess Public Liability Insurance over and above the Commercial General Liability and Comprehensive Automobile Liability Insurance coverage, with a minimum combined single limit of Ten Million Dollars (\$10,000,000) per occurrence/Twenty Million Dollars (\$20,000,000) aggregate.

- Article 10.16 Consequential Damages has been revised as follows:

OTHER THAN THE LIQUIDATED DAMAGES EXPRESSLY DESCRIBED IN EXHIBIT "E" AND ELSEWHERE IN THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER ANY PROVISION OF THIS AGREEMENT FOR ANY LOSSES, DAMAGES, COSTS OR EXPENSES FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT OR REVENUE, LOSS OF THE USE OF EQUIPMENT, COST OF CAPITAL, COST OF TEMPORARY EQUIPMENT OR SERVICES, WHETHER BASED IN WHOLE OR IN PART IN CONTRACT, IN TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY; PROVIDED, HOWEVER, THAT DAMAGES FOR WHICH A PARTY MAY BE LIABLE TO THE OTHER PARTY UNDER ANOTHER AGREEMENT WILL NOT BE CONSIDERED TO BE SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES HEREUNDER.

- The second sentence of Article 10.17 Assignment has been revised to remove the words “or upon” in the first clause which now reads as follows:

Any financing arrangement entered into by the Generator pursuant to this Section will provide that prior to the exercise of the secured party's, trustee's or mortgagee's assignment rights pursuant to said arrangement, the secured creditor, the trustee or mortgagee will notify the TSP of the date and particulars of any such exercise of assignment right(s).

- Following the second sentence of Article 10.17 Assignment a sentence has been added which reads:

An assignment shall not be effective until it complies with Exhibit “E” and the security arrangement details are approved by the TSP.

- The first subdivision of Subsection A of Article 10.21 Confidentiality has been revised as follows:

(i) required by law, INCLUDING THE Texas Public Information Act;

- Article 10.22 has been added and reads as follows:

Chapter 2270 Verification. Pursuant to Section 2270.002 of the Texas Government Code, Generator hereby certifies that it does not boycott Israel and will not boycott Israel during the term of this Agreement.

- The third paragraph of Exhibit “B” Time Schedule has been revised as follows:

Date by which Generator must provide written notice to proceed with TSP's line and substation engineering and CCN, as specified in Section 4.2.: September 26, 2018

- The fourth paragraph of Exhibit “B” Time Schedule has been revised as follows:

Date by which Generator must provide written notice to proceed with site preparation, procurement and provide security pursuant to the schedule in Exhibit "E", as specified in Section 4.2: November 1, 2018

- The fifth paragraph of Exhibit “B” Time Schedule has been revised as follows:

Date by which Generator must provide written notice to proceed with construction and provide security pursuant to the schedule in Exhibit "E", as specified in Section 4.3: February 1, 2019

- The closing paragraph of Exhibit “B” Time Schedule has been revised as follows:

Due to the nature of the subject of this Agreement, the Parties may mutually agree to change the dates specified in this Exhibit "B". If the Parties change the dates specified in Exhibit "B", the Parties will reasonably cooperate in good faith to revise the terms of this Agreement. Subject to ERCOT Requirements, such cooperation may include revising the Agreement and Time Schedule in a manner that would permit phased or staggered implementation of the 400 MW of net capacity by more than one generator behind the Point of Interconnection.

- The following references to the PUCT Substantive Rules were changed: PUCT Rule 25.198(g) to 25.198(d); 25.5(23) to 25.5(56); 25.196(e) to 25.198(e); 25.198(f) to 25.198(c).