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Item Number: 905

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**PUC PROJECT NO. 35077**

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PUBLIC UTILITY COMMISSION  
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**First Amendment to**

**STANDARD GENERATION INTERCONNECTION AGREEMENT**

**Between**

**Texas-New Mexico Power Company**

**And**

**Woodward Mountain Wind, LLC**

**(FPL Energy Pecos Wind II, LLC)**

**Dated December 18, 2018**

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**AMENDMENT NO. 1  
TO STANDARD GENERATION  
INTERCONNECTION AGREEMENT**

This Amendment No. 1 to Standard Generation Interconnection Agreement (this "Amendment") is made and entered into to be effective as of this 18th day of December, 2018 (the "Effective Date"), by and among Texas-New Mexico Power Company, a Texas corporation ("TSP"), Woodward Mountain Wind, LLC (FPL Energy Pecos Wind II, LLC ("Generator"). As used herein, TSP and Generator are sometimes referred to individually as a "Party" and collectively as the "Parties."

**RECITALS**

**WHEREAS**, TSP and FLP Energy Pecos Wind Two, L.P. entered into that certain ERCOT Standard Generation Interconnection Agreement dated January 22, 2001, (such ERCOT Standard Generation Interconnection Agreement and all Exhibits and Appendices attached thereto, as the same may be further amended or amended and restated from time to time, the "Interconnection Agreement") (each term contained in this Amendment with its initial letter capitalized and not otherwise defined herein shall have the meaning set forth in the Interconnection Agreement); and

**WHEREAS**, Generator's successor in interest to FLP Energy Pecos Wind Two, L.P.'s interest and obligations in this Interconnection Agreement, such that all references in the Interconnection Agreement to FLP Energy Pecos Wind Two, L.P. are replaced by Generator as defined above;

**WHEREAS**, Generator is working on repowering its Woodward 2 wind farm, which includes the replacement and upgrade of the one hundred and twenty-one (121) wind turbines from the Vestas V47 -660 kW induction generator wind turbines, listed in Exhibit C, to the Siemens Gamesa -660 kW, DFAG Type 3 generator wind turbines (the "Wind Turbines");

**WHEREAS**, the parties desire to update Exhibit D, Notice and EFT Information of the ERCOT Standard Generation Interconnection Agreement, to reflect the current Parties' representatives;

**WHEREAS**, the Parties wish to amend the Interconnection Agreement to (i) revise Exhibit C to address the Wind Turbines; (ii) identify Woodward Mountain Wind, LLC as the managing generator and point of contact; and (iii) revise Exhibit D to reflect the current Parties' representatives.

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

All references to "FLP Energy Pecos Wind Two, L.P." in the Interconnection Agreement are replaced with "Woodward Mountain Wind, LLC (FPL Energy Pecos Wind II, LLC)";

**Exhibit C** Attached as Attachment 1 hereto and incorporated for reference;

**Exhibit D** Attached as Attachment 2 hereto and incorporated for reference.

1. Miscellaneous.

(a) Reaffirmation of Interconnection Agreement. Any and all of the terms and provisions of the Interconnection Agreement shall, except as amended and modified hereby, remain in full force and effect. Except as expressly set forth herein, this Amendment shall not alter, amend or change the Interconnection Agreement in any manner.


(b) Parties in Interest. All of the terms and provisions of this Amendment shall bind and inure to the benefit of the Parties and their respective successors and permitted assigns.

(c) 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. The Parties, need not execute the same counterpart; however, no Party shall be bound by this Amendment until all Parties have executed a counterpart. Executed counterparts in facsimiles or pdfs shall be effective as originals.

(d) Governing Law. This Amendment shall be governed, construed and enforced in accordance with, the laws of the State of Texas, excluding conflicts of law principles that would refer to the laws of another jurisdiction. The Parties submit to the jurisdiction of the federal and state courts in the State of Texas.

IN WITNESS WHEREOF, the Parties have executed this Amendment by their duly authorized officers as of the 18th day of December, 2018.

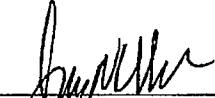
**WOODWARD MOUNTAIN WIND, LLC**  
**(FPL ENERGY PECOS WIND II, LLC)**

By: 

Title: Daniel Gerard  
Vice President

Date: 12/18/18

**TEXAS-NEW MEXICO POWER CO.**

By: 

Title: James N. Walker  
President

Date: 12/18/18

**ATTACHMENT 1**

## **Exhibit "C"**

### **Interconnection Details**

1. Name: Woodward Mountain 2
2. Point of Interconnection Location: Tap is midpoint between structure #33/7 and 33/8 of the existing Rio Pecos – Ft Stockton 16<sup>th</sup> Street 138kV transmission line in Pecos County, Texas
3. Delivery Voltage: 138kV
4. Number and Size of Generating Units: One-hundred and seventeen (117) each Gamesa 660 kW nameplate rated turbines (total 77.22 MW).
5. Type of Generating Unit: Gamesa G47 – 660kW, induction generator wind turbines.
6. Metering and Telemetry Equipment:
  - (a) The metering equipment described below will be procured and owned by TSP and will be designed and installed by Generator's engineers and/or contractors to TSP's specifications and approval inside the Generator's 34.5-138 kV substation in accordance with attached Exhibit "C-6".
    - (i) 34.5 kV billing accuracy meter, compensated for losses from Generator's 34.5-138 kV substation to the Point of Interconnection as per ERCOT Metering Protocols and requirements.
    - (ii) 34.5 kV potential transformers
    - (iii) 34.5 kV current transformers
  - (b) The telemetry equipment described below will be procured, owned and installed by Generator inside the Generator's 34.5-138 kV substation in accordance with attached Exhibit "C-6".
    - (i) multi-ported Remote Terminal Unit ("RTU")
7. Generator Interconnection Facilities:
  - (a) GIF located at the Point of Interconnection which includes the following:
    - (i) tap conductors and tap connectors
    - (ii) dead end shoes and insulators
    - (iii) down guys, anchors and any necessary guy easements
    - (iv) tap switch

TSP has the right to inspect Generators line and dead end structure to verify that it does meet all clearance requirements prior to the interconnection of the TSP's facilities to Generator's facilities. TSP reserves the right to deny interconnect rights if the line does not meet proper engineering standards and to continue denying the interconnect rights until such time that the line does meet proper engineering standards.

- (b) GIF located between the Point of Interconnection and Plant which includes the following:
  - (i) 138 kV transmission line from Point of Interconnection to Generator's 34.5-138 kV substation and any necessary easements
  - (ii) 34.5- 138 kV substation

- (iii) all weather road from the Point of Interconnection to the nearest paved public roadway
- (c) Communication equipment described in item 9 below.
- (d) System protection equipment described in item 10(b) below.

8. Transmission Service Provider Interconnection Facilities:

- (a) TIF located at the Point of Interconnection which includes the following:
  - (i) tap structure poles with points of attachment for Generator's use in dead-ending its tap conductors
  - (ii) in-line switches placed in the Rio Pecos - Ft. Stockton 16th Street transmission line
  - (iii) all weather roadway from the Point of Interconnection to TSP's switches
- (b) TIF located at the Generator's 34.5-138 kV substation including metering and telemetry equipment described in item 6 above and system protection equipment described in 10(a)(ii) below. All such equipment will be located in an equipment shelter at Generator's 34.5-138kV substation.
- (c) System protection equipment described in item 10(a) below.
- (d) Additional transmission facilities located elsewhere on the TSP System as identified in the Facilities Study include the following:
  - (i) Conversion of 69 kV transmission line from WTU Ft. Stockton Station to TNMP 16th Street Substation to 138 kV and 16th Street Substation modifications.
  - (ii) Replacement of 69 kV load transformer at 16th Street Substation to 138 kV transformer.
  - (iii) Conversion of Airport Substation from 69 kV to 138 kV.

9. Communications Facilities:

The communications facilities described below will be paid for, owned, and installed by Generator in accordance with attached Exhibit "C-9". Generator has chosen to be in West Texas Utilities' (WTU) Control Area.

- (i) 1- telecommunication dial-up line, including associated interface equipment at the Generator's 34.5-138 kV substation
- (ii) 1- RTU communication circuit between the Generator's 34.5-138 kV substation and TSP's League City dispatch center
- (iii) 1-telephone line share interface box at the Generator's 34.5-138 kV substation
- (iv) 1 - telecommunication dial-up line dedicated only to settlement meter remote access as per ERCOT Protocols and requirements.

10. System Protection Equipment:

The protection equipment described below includes only that equipment associated with the TIF and GIF and it does not include the system protection equipment associated with the other TSP System additions identified in item 8(d) above.

- (a) The following system protection equipment will be paid for, owned and installed by TSP:
  - (i) Primary and backup distance protection
  - (ii) Digital Fault Recorder to be located at the Generator's 34.5-138kV substation



(b) The following system protection equipment will be paid for, owned and installed by Generator:

- (i) One (1) 138 kV, disconnect switch, manually operated
- (ii) One (1) 138 kV, 600 A circuit breaker
- (iii) One (1) 34.5 kV, disconnect switch, manually operated
- (iv) Eight (8) 34.5 kV, disconnect switches, hook stick operated
- (v) Four (4) 34.5kV, 800 A circuit breakers
- (vi) Six (6) 138 kV, lightning arrestors
- (vii) Twelve (12) 34.5 kV, lightning arrestors

11. Inputs to Telemetry Equipment:

Point of Interconnection data points and Plant data points required for telemetry will be provided to TSP in accordance with attached Exhibit "C-11".

12. Supplemental Terms and Conditions, if any, attached:

See attached Exhibit "C-12".

13. Special Operating Conditions: None.

**ATTACHMENT 2**

**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><b>If to Generator:</b></p> <p>Woodward Mountain Wind, LLC (FPL Energy Pecos Wind II, LLC  Attn: Charles Lande  Sr. Director  P.O. Box 14000  Juno Beach, FL 33408</p> <p>Phone: (561) – 691 -7736  E-mail: charles.lande@nexteraenergy.com</p>	<p><b>If to TSP:</b></p> <p>Texas-New Mexico Power Company  Attn: Keith Nix  VP Tech Services &amp; Systems  Reliability  Telephone: 214/222-4144  Fascimile: 972/420-7628  Address: 577 N. Garden Ridge Blvd.  Lewisville, Texas 75067  E-mail: keith.nix@tnmp.com</p>
(b) Notices of an administrative nature:	
<p><b>If to Generator:</b></p> <p>Woodward Mountain Wind, LLC (FPL Energy Pecos Wind II, LLC Attn: Charles Lande  Sr. Director  P.O. Box 14000  Juno Beach, FL 33408</p> <p>Phone: (561) 691-7736  E-mail: charles.lande@nexteraenergy.com</p>	<p><b>If to TSP:</b></p> <p>Texas-New Mexico Power Company  Attn: Keith Nix  VP Tech Services &amp; Systems  Reliability  Telephone: 214/222-4144  Fascimile: 972/420-7628  Address: 577 N. Garden Ridge Blvd.  Lewisville, Texas 75067  E-mail: keith.nix@tnmp.com</p>
(c) Notice for statement and billing purposes:	
<p><b>If to Generator:</b></p> <p>Woodward Mountain Wind, LLC (FPL Energy Pecos Wind II, LLC Attn: Charles Lande  Sr. Director  P.O. Box 14000  Juno Beach, FL 33408</p> <p>Phone: (561) 691-7736  E-mail: charles.lande@nexteraenergy.com</p>	<p><b>If to TSP:</b></p> <p>Texas New-Mexico Power Company  Attn: Keith Nix  VP Tech Services &amp; Systems  Reliability  Telephone: 214/222-4144  Fascimile: 972/420-7628  Address: 577 N. Garden Ridge Blvd.  Lewisville, Texas 75067  E-mail: keith.nix@tnmp.com</p>
(d) Information concerning electronic funds transfers:	
<p><b>If to Generator:</b></p> <p>Bank Name  City, State  ABA No. _____  for credit to:</p>	<p><b>If to TSP</b></p> <p>TNMP has provided Generator with wire instructions by separate instrument.</p>

Account No. _____	
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