

Control Number: 35077



Item Number: 936

Addendum StartPage: 0



RECEIVED
Sharyland Utilities, L.P.
600 Congress Ave., Suite 2000
Austin, Texas 78701
PUBLIC UTILITY COMMISSION
(512) 322-2651
Fax: (512) 322-9233

April 3, 2019

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. 1 to the Generation Interconnection Agreement between Sharyland Utilities, L.P. and Sage Draw Wind, LLC (Agreement)

Dear Ms. Reeves:

Please find attached Amendment No. 1 (Amendment) to the Generation Interconnection Agreement between Sharyland Utilities, L.P. (Sharyland) and Sage Draw Wind, LLC, for filing with the Public Utility Commission of Texas pursuant to 16 Tex. Admin. Code § 25.195(e). Because the Agreement contains 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 and is provided as Attachment A to the Amendment.

Exhibit "C"

- Exhibit C has been replaced in its entirety and is provided as Attachment B to the Amendment.

Exhibit "D"

- Exhibit D has been replaced in its entirety and is provided as Attachment C to the Amendment.

Sincerely,

Kelly Frazier *Per Permission SKM*

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

Enclosure

Project No. 35077

Amendment No. 1

to the

ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT

Between

Sharyland Utilities, L.P.

and

Sage Draw Wind, LLC

for

Sage Draw Wind Project – 19INR0163

February 28, 2018

AMENDMENT NO. 1 TO THE
ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT
BETWEEN
SHARYLAND UTILITIES, L.P.
AND
Sage Draw Wind, LLC

This Amendment No. 1 ("Amendment") to the ERCOT Standard Generation Interconnection Agreement between Sharyland Utilities, L.P. ("Transmission Service Provider" or "TSP") and Sage Draw Wind, LLC "Generator" is entered into and dated effective as of February 28, 2019 (the "Effective Date"), by and between Transmission Service Provider, and 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 3, 2018 (as amended, 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 the Time Schedule as specified in Exhibit B herein;

WHEREAS, the Generator has requested to modify the Plant and will now own and operate a 338 MW wind generation project composed of 120 General Electric 2.82 MW WTGs as specified in Exhibit C herein;

WHEREAS, the Generator and Transmission Service Provider have requested updates to the Notice and EFT Information as specified in Exhibit D herein; 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 "Time Schedule" to the Interconnection Agreement is hereby replaced in its entirety with Exhibit B attached hereto as Attachment A.

3. Exhibit C “Interconnection Details” to the Interconnection Agreement is hereby replaced in its entirety with Exhibit C attached hereto as Attachment B.

4. Exhibit D “Notice and EFT Information” to the Interconnection Agreement is hereby replaced in its entirety with Exhibit D attached hereto as Attachment C.

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.

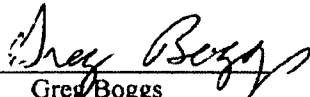
IV. MULTIPLE COUNTERPARTS

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. Each of the persons signing below represents and warrants that he or she is authorized to execute this Amendment on behalf of the Party indicated.

[Signature page to follow]

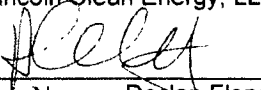
IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Amendment effective as of the Effective Date, to be duly executed by the persons set forth below in their respective capacities.

Sharyland Utilities, L.P.

By: 
Greg Boggs
Sr. Vice President

Date: 02/28/2019

Sage Draw Wind, LLC
By Lincoln Clean Energy, LLC, its sole member

By: 
Name: Declan Flanagan
Title: Chief Executive Officer

Date: 21 March 2019

Legal: 

Attachment A

**“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.
 - (a) Date by which Generator must provide notice to proceed with design and procurement and provide security, as specified in Section 4.2 so that TSP may maintain schedule to meet the In-Service Date: Notice has been provided by Phase 1 Generator as specified in Section 4.2 of the Phase 1 Agreement.
 - (b) Date by which Generator must provide notice to commence construction and provide security, as specified in Section 4.3, so that TSP may maintain schedule to meet the In-Service Date: Notice has been provided by Phase 1 Generator as specified in Section 4.3 of Phase 1 Agreement.
2. Credit Support. All facilities that will be part of the TIF will be paid for, and credit support for the TIF will be provided, by the Phase I Generator pursuant to the Phase I Agreement. Provided that the Phase I Generator is not in default of its credit support obligations in Exhibit “B” to the Phase I Agreement and the Phase I Agreement is not terminated, no additional credit support will be required of Generator under this Agreement. If the Phase I Generator is in default of its credit support obligations in Exhibit “B” to the Phase I Agreement or if the Phase I Agreement is terminated, Generator shall provide credit support in the amounts, of the type, and at the times required of the Phase I Generator in Exhibit “B” to the Phase I Agreement.
3. TIF Milestones. The TIF milestones shall be as set forth in Exhibit “B” to the Phase I Agreement.
4. In-Service Date(s).
 - (a) In-Service Date(s): November 1, 2019.
 - (b) Scheduled Trial Operation Date: November 8, 2019.
 - (c) Scheduled Commercial Operation Date: December 15, 2019.
5. Covered Costs. All facilities that will be part of the TIF will be paid for, and credit support for the TIF will be provided, by the Phase I Generator pursuant to the Phase I Agreement. Provided that the Phase I Generator is not in default of its reimbursement obligations in Exhibit “B” to the Phase I Agreement and the Phase I Agreement is not terminated, Generator will have no reimbursement obligations for Covered Costs under this Agreement. If the Phase I Generator is in default of its reimbursement obligations in Exhibit “B” to the Phase I Agreement or if the Phase I Agreement is terminated, Generator shall meet the reimbursement obligations imposed on the Phase I Generator by Exhibit B to the Phase I Agreement.

Attachment B

Exhibit "C"
Interconnection Details

1) Name: Sage Draw Wind Project

The Plant consists of an electric generating facility with a design generation capacity of 338 MW based on the number, size, and type of generating units specified in Sections 4 and 5 to this Exhibit "C."

2) Point of Interconnection Location: The point of interconnection ("POI") will be located in Lynn County, Texas, in TSP's Farmland Station. Specifically, the Point of Interconnection shall be defined as the point where TSP's 345-kV jumpers on TSP's three (3) pole dead-end structure, connect to the 345-kV transmission line from the common switchyard to the POI ("Gen-Tie Line"). The Co-Tenant Generators will utilize the same Gen-Tie Line for interconnection into the Farmland Station.

3) Delivery Voltage: 345kV

4) Number and Size of Generating Units: 120 units @ 2.82 MW/unit

5) Type of Generating Unit: GE 2.82 wind turbine

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:

GIF include the Generator-owned Substation, the Generator-owned 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 9 below), as well as the Co-Tenant Facilities.

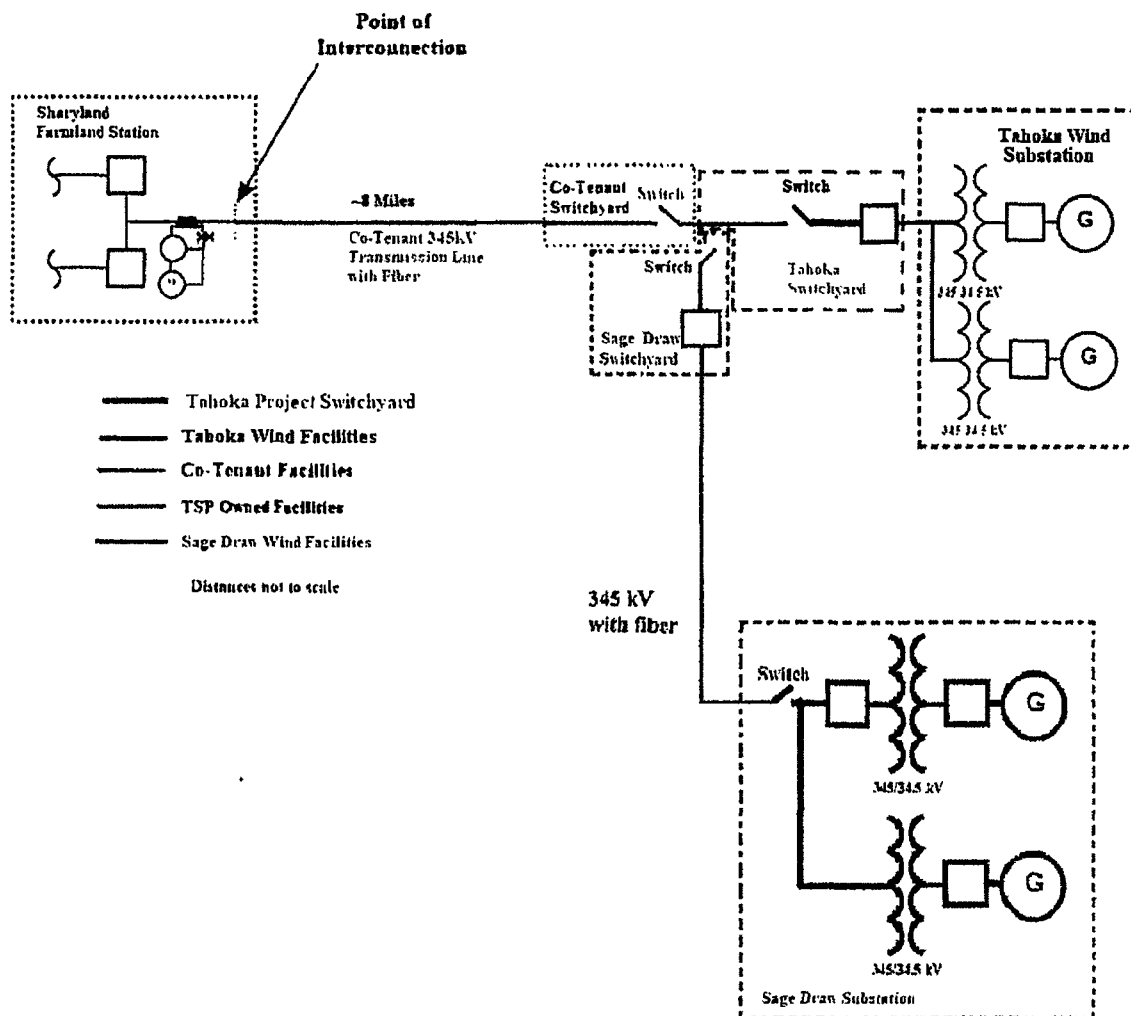
The above list is not intended to be a complete list of all facilities that are part of the GIF. All other Generator Interconnecting Facility requirements shall be finalized at a later date, upon completing design requirements and coordination efforts with TSP.

8) Co-Tenant Facilities: shall mean the GIF interconnection facilities owned jointly by Co-Tenant Generators, depicted on Exhibit "C-1" (incorporated by reference) as the "Co-Tenant 345

Transmission Line with Fiber and the "Co-Tenant Switchyard," which include all interconnection and transmission facilities constituting the Gen-Tie Line and the Co-Tenant Switchyard, including poles, any applicable switching station or control/communications equipment, any access or patrol roads, and all other interconnection and transmission facilities and improvements, the use of all of which is contemplated to be shared separately between the Co-Tenant Generators. The above list is not intended to be a complete list of all facilities that are part of the Co-Tenant Facilities. All other requirements shall be finalized at a later date, upon completing design requirements and coordination efforts with TSP. TSP acknowledges and consents to the interconnection of the "Co-Tenant Facilities."

- 9) Transmission Service Provider Interconnection Facilities: Engineering, procurement and construction of all TSP Interconnection Facilities pursuant to Exhibit "C" to the Phase I Agreement.
- 10) 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.
- 11) 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.
- 12) Inputs to Telemetry Equipment:
 - A) TSP will provide telemetry inputs consistent with the applicable modeling submitted to ERCOT.
 - B) Generator will provide telemetry required by ERCOT.
- 13) Supplemental Terms and Conditions:
 - A) Obligations as a Co-Tenant Generator:
 - (i) Contemporaneously with the execution and delivery of this Agreement, the Generator must enter into a Co-Tenancy and Shared Facilities Agreement with Phase II Generator for the Co-Tenant Facilities.
 - B) All other Supplemental Terms and Conditions shall be finalized at a later date, upon completing design requirements and coordination efforts with Generator. TSP is authorized to cease construction and other activities under the Agreement in the event that Generator fails to agree to such Supplemental Terms and Conditions that, in the opinion of the TSP, are reasonably required for the safe and reliable interconnection of the Plant to TSP's system.
- 14) Special Operating Conditions, if any, attached: To be defined and coordinated with the Generator at a later date.

Exhibit "C-1" **One-Line Diagram**



Attachment C

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: Sage Draw Wind, LLC, Attn: Brett Rollow Address: 401 N Michigan Ave, Suite 501 City, State, Zip: Chicago, IL 60611 24 Hour Telephone: (847) 636-6696 Operational/Confirmation Fax: E-mail: broollow@lincolnclean.com	If to <i>Sharyland Utilities, L.P</i> 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 (866) <u>354-3335</u> Operational/Confirmation Fax (806) <u>467-3501</u> E-mail interconnections@sharyland.com
(b) Notices of an administrative nature:	
If to Company Name Sage Draw Wind, LLC Attn: Neil O'Donovan Address 401 N Michigan Ave, Suite 501 City, State, Zip Chicago, IL 60611 Phone: (312) 4221608 Fax: (312) 527-0538 E-mail: _nodonovan@lincolnclean.com	If to <i>Sharyland Utilities, L.P</i> 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: (214) <u>978-8958</u> Fax: (214) <u>978-8810</u> E-mail: administration@sharyland.com
(c) Notice for statement and billing purposes:	
If to Company Name Sage Draw Wind, LLC Attn: Linda Glenn Address 401 N Michigan Ave, Suite 501 City, State, Zip Chicago, IL 60611 Phone: (312) 237-4705 E-mail: lglenn@lincolnclean.com	If to <i>Sharyland Utilities, L.P</i> Company Name: Sharyland Utilities, L.P Attn: Accounts Payable Address: <u>1900 N. Akard St.</u> City, State, Zip: <u>Dallas, TX 75201</u> Phone (214) <u>978-8958</u> E-mail ap@sharyland.com
(d) Information concerning electronic funds transfers:	
If to Bank Name Citi Bank Address: 153 East 53rd Street, 21st Floor City, State New York, NY 10022 ABA No. <u>021000089</u> for credit to: Lincoln Clean Energy, LLC Account No. 4997 51 7228	If to Bank Name City, State ABA No. _____ for credit to: _____ Account No. _____