

Control Number: 35077



Item Number: 963

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**Project No. 35077**

2019 JUN 13 PM 2:45  
PUBLIC HEARING  
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**Amendment No. 4**

**Generation Interconnection Agreement**

**Between**

**LCRA Transmission Services Corporation**

**and**

**Cap Ridge Interconnection, LLC**

**Dated**

**May 21, 2019**

0163

**AMENDMENT NO. 4  
TO GENERATION INTERCONNECTION AGREEMENT**

This Fourth Amendment (“Amendment”) is made and entered into this 21<sup>st</sup> day of May 2019, by and among LCRA Transmission Services Corporation (“Transmission Service Provider” or “TSP”) and Cap Ridge Interconnection, LLC (“Generator”), collectively referred to as the “Parties”.

**WHEREAS**, the Transmission Service Provider and the Goat Mountain Wind, LP entered into that certain Generation Interconnection Agreement executed November 14, 2006, as amended by that certain Amendment No. 1 to Generation Interconnection Agreement, dated as of March 22, 2007, by that certain Amendment No. 2 to Generation Interconnection Agreement dated as of June 15, 2007, by that certain Amendment No. 3 to Generation Interconnection Agreement dated as of November 28, 2007 (collectively, as amended, the “Agreement”);

**WHEREAS**, Cap Ridge Interconnection, LLC is a successor-in-interest to Goat Mountain Wind, LP;

**WHEREAS**, Generator has requested, through ERCOT generation interconnection request 17INR0054, the interconnection of an additional 32.04-MW of generation output capacity from its upgraded existing generation interconnection facilities. The Facilities Study, completed by TSP as part of the Full Interconnection Study, confirmed that no physical modifications to the TIF are required to accommodate this additional generation capacity; and

**WHEREAS**, the TSP shall modify and submit to ERCOT the EPS metering proposal and other associated documentation as necessary to accommodate this additional generation capacity.

**NOW, THEREFORE**, in consideration of the mutual promises and undertakings herein set forth, the Parties agree to amend the Agreement as follows:

1. Exhibit “B” is deleted in its entirety, and the Exhibit “B” attached to this Amendment is added to the Agreement in lieu thereof.

2. Paragraph 4, Exhibit “C” Interconnection Details to the Agreement, is hereby deleted in its entirety and replaced with the following:

“Number and size of Generating Units: up to 582.04 MW (nominal) wind plant will consist of 65 Siemens (Asynchronous Machines) wind turbines rated 2.3 MW each plus up to 267 GE (Doubly Fed Asynchronous Machines) wind turbines rated 1.62 MW each.”

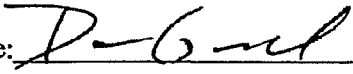
3. Exhibits “C1”, “D” and “E” are deleted in their entirety, and the Exhibits “C1”, “D” and “E” attached to this Amendment are added to the Agreement in lieu thereof.

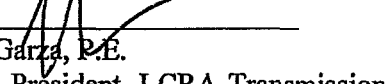
Except as otherwise expressly provided for herein, the Agreement will continue in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed in several counterparts, each of which shall be deemed an original but all shall constitute one and the same instrument. This Amendment will become effective upon execution by both Parties.

Cap Ridge Interconnection, LLC

LCRA Transmission Services Corporation

Signature:   
By: \_\_\_\_\_  
Title: \_\_\_\_\_

Signature:   
By: Sergio Garza, P.E.  
Title: Vice President, LCRA Transmission Design and Protection

Date: 5/21/19

Date: May 21, 2019



**Exhibit "B"**  
**Time Schedule**

Interconnection Option chosen by Generator (check one): N/A Section 4.1.A. or N/A Section 4.1.B

If Section 4.1.B is chosen by Generator, the In-Service Date(s) was determined by (check one):  
(1) N/A good faith negotiations, or (2) N/A designated by Generator upon failure to agree.

Date by which Generator must provide to TSP written notice to proceed and full security, as specified in Section 4.2, so that TSP may maintain schedule to meet the In-Service Date: N/A

In - Service Date(s): **No earlier than 60 days following the execution of this amendment**

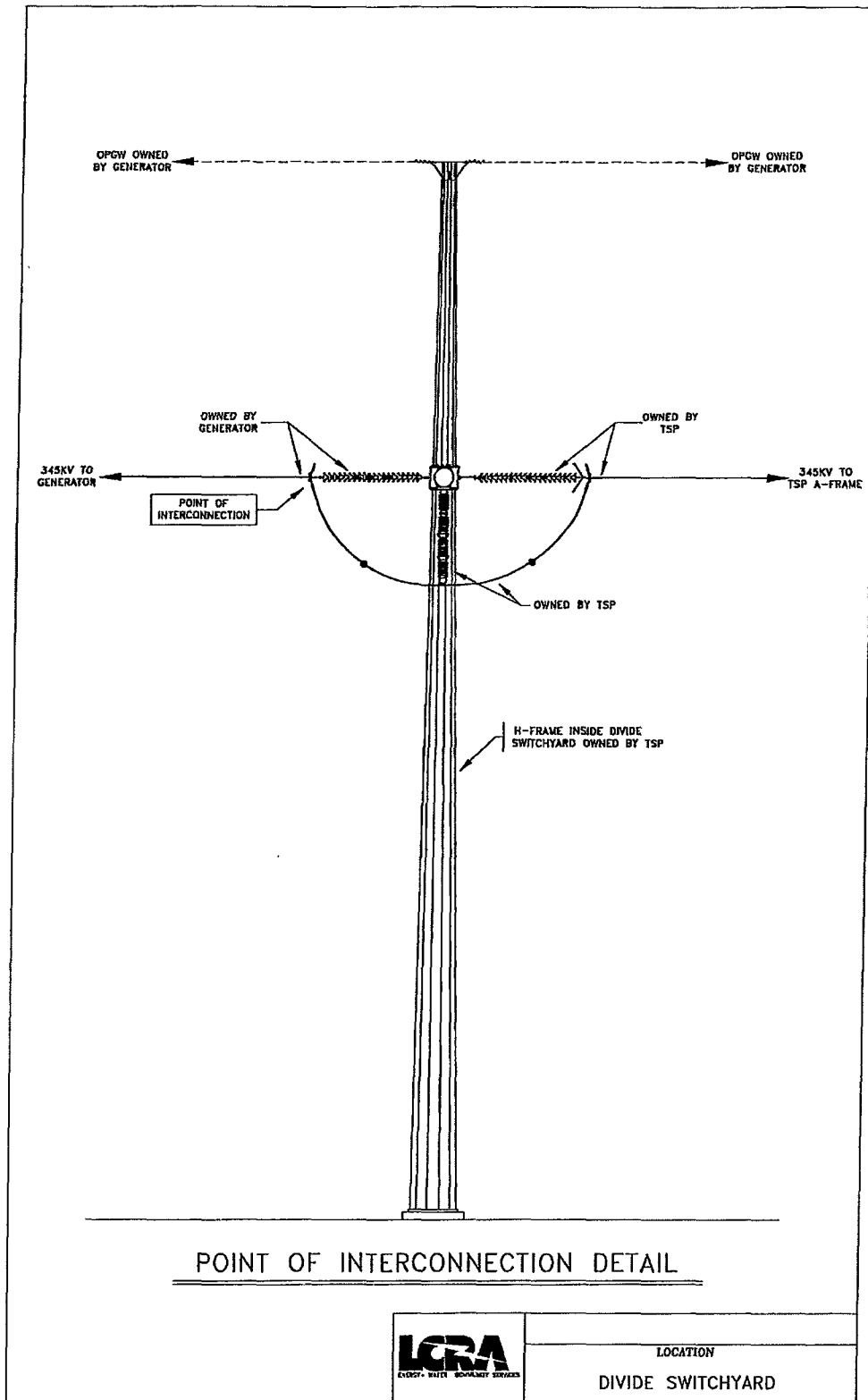
Scheduled Trial Operation Date: **June 26, 2019**

Scheduled Commercial Operation Date: **June 26, 2019**

If Generator: i) notifies TSP that it does not intend to complete the full build-out of its Plant to achieve Commercial Operation as set forth in this First Amendment Exhibit "B"; or ii) fails to complete the Commercial Operation of its Plant by June 26, 2019, then the Agreement shall be amended to define the Plants in Exhibit "C" Item 4 to mean the Plants as then constructed and connected to the TIF (in no case more than 582.04-MW in aggregate) and shall exclude any uncompleted portion of the Plant that remains to be built-out.

Due to the nature of the subject of this Agreement, the Parties may mutually agree to change the dates and times of this Exhibit B.

## Exhibit "C1" Point of Interconnection Details



**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:

To: Cap Ridge Interconnection, LLC

To: LCRA Transmission Services Corporation

Company Name: Cap Ridge Interconnection, LLC  
Attn: Charles Lande  
Sr. Director Business Management  
700 Universe Blvd, Juno Beach  
FL 33408  
24 Hour Telephone: (561) 691-7736  
E-mail: [Charles.Lande@nee.com](mailto:Charles.Lande@nee.com)

Company Name: LCRA  
Attn: VP, LCRA Transmission System Operations  
P.O. Box 220  
Austin, TX 78767  
Operational/Confirmation Fax: (512) 730-6311  
24 Hour Telephone: 1 (800) 223-7622  
E-mail: [john.warren@lcra.org](mailto:john.warren@lcra.org)

(b) Notices of an administrative nature:

To: Cap Ridge Interconnection, LLC

To: LCRA Transmission Services Corporation

Company Name: Cap Ridge Interconnection, LLC  
Attn: Charles Lande

Company Name: LCRA  
Attn: Vice President, LCRA Transmission Design and  
Protection

Sr. Director Business Management  
Address: 700 Universe Blvd.  
Juno Beach, FL 33408  
Fax: (561) 304-5161  
Phone: (561) 691-7736  
E-mail: [Charles.Lande@nee.com](mailto:Charles.Lande@nee.com)

Address: P.O. Box 220  
Austin, TX 78767  
Fax: (512) 578-4413  
Phone: (512) 578-4149  
E-mail: [sergio.garza@lcra.org](mailto:sergio.garza@lcra.org)

(c) Notice for statement and billing purposes:

To: Cap Ridge Interconnection, LLC

To: LCRA Transmission Services Corporation

Company Name: (Same as (b) above)  
Attn: Charles Lande  
Address: 700 Universe Blvd.  
Juno Beach, FL 33408  
Phone: (561) 691-7736  
E-mail: [Charles.Lande@nee.com](mailto:Charles.Lande@nee.com)

Company Name: (Same as (b) above)  
Attn:  
Address  
City, State, Zip  
Phone:  
E-mail

(d) Information concerning Electronic Funds Transfers:

To: Cap Ridge Interconnection, LLC

To: LCRA Transmission Services Corporation

Bank Name: Bank of America  
100 W 33<sup>rd</sup> Street, New York, NY 10001  
ABA No. 0260-0959-3  
for credit to NextEra Energy Resources, LLC  
Account No. 3751006981

Bank Name: (to be supplied as needed)  
ABA No. \_\_\_\_\_  
for credit to  
Account No. \_\_\_\_\_

**Exhibit “E”**  
**Security Arrangement Details**

Due to the Capricorn Ridge Wind Project utilizing an existing Point of Interconnection at the TSP Substation, a security instrument will not be required.

TSP will seek a Contribution in Aid of Construction in the amount of **\$6,000** for expenses relating to engineering, administrative and project management fees to accommodate the Generation Interconnection. TSP shall invoice Generator for said incurred expenses, and Generator shall provide payment(s) within 30 days of receipt of such invoice(s). Payments by Generator to TSP under this Agreement shall be made in immediately available funds payable to TSP pursuant to wire transfer instructions to be provided by TSP to Generator, or other form of payment acceptable to TSP.

Failure to deliver payment in the amounts invoiced as set forth above shall be deemed a Default under Section 10.6 of the Agreement, notwithstanding any cure period otherwise provided for in Section 10.6.