



Sharyland Utilities, L.P.
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December 9, 2016

Lisa Clark, 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 Unity Wind, LLC

Dear Ms. Clark:

Please find enclosed Amendment No. 1 to the Generation Interconnection Agreement (Agreement) between Sharyland Utilities, L.P. and Unity Wind, LLC for filing with the Public Utility Commission of Texas pursuant to P.U.C. SUBST. R. 25.195(e). The underlying Agreement, dated September 19, 2014, was filed in this project on October 17, 2014. The enclosed amendment sets forth amended Exhibits B and C.

Sincerely,

A handwritten signature in blue ink, appearing to read "Alicia Rigler".

Alicia Rigler
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

Unity Wind, LLC

December 2, 2016

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

This Amendment No. 1 to the ERCOT Standard Generation Interconnection Agreement between Sharyland Utilities, L.P. and Unity Wind, LLC ("Amendment") is made and entered into on this 2 day of December, 2016 by and between Sharyland Utilities, L.P ("Transmission Service Provider"), and Unity Wind, 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 September 19, 2014 (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 Point of Interconnection from Transmission Service Provider's Windmill Substation to a point at which the GIF interfaces with Transmission Service Provider's to be named interconnection substation TIF, to be located in Northeastern Deaf Smith County, south and west of the City of Wildorado; 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.
3. Exhibit "C" (Interconnection Details) to the Interconnection Agreement is hereby replaced in its entirety with Exhibit "C" 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: 
Mark E. Caskey, P.E. 
President

Date: Dec. 6, 2016

Unity Wind, LLC

By Unity Holding, LLC, its Manager

By: 
Melissa Miller, Manager

Date: 12/6/16

Exhibit "B"
Time Schedule

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

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

Date by which Generator must provide notice to proceed with engineering and design and provide security, equivalent to 15% (\$2,175,000.00) of the TIF estimated cost (\$14,500,000.00), as specified in Section 4.2 so that TSP may maintain schedule to meet the In-Service Date: July 1, 2017 (i.e., 14 months before ISD)

Date by which Generator must provide notice to proceed with procurement and provide security, equivalent to 45% (\$6,525,000.00) of the TIF estimated cost (\$14,500,000.00), as specified in Section 4.2 so that TSP may maintain schedule to meet the In-Service Date: September 1, 2017 (i.e., 12 months before ISD)

Date by which Generator must provide notice to commence construction, and provide security, equivalent to 40% (\$5,800,000.00) of the TIF estimated cost (\$14,500,000.00), as specified in Section 4.3, so that TSP may maintain schedule to meet the In-Service Date: November 1, 2017 (i.e., 10 months before ISD)

In - Service Date(s):

Scheduled Trial Operation Date: July 20, 2018

Scheduled Commercial Operation Date: September 1, 2018

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

At any point after the execution date of the SGIA and prior to the return of Generator's posted deposit or security ("Generator's Collateral") to Generator, other generators (Additional Generators) may enter into interconnection agreements with TSP to connect to the Point of Interconnection Location as defined in Exhibit C. For TIF that are common between Generator and Additional Generators, TSP agrees to require each Additional Generator to provide financial security related to the common TIF on a per generator pro-rata basis. Generator's Collateral amount shall be modified accordingly pro-rata so that the maximum amount of security or deposit which Generator must provide for the common TIF will equal (estimated cost for common TIF) minus (the sum of collateral provided by Additional Generator(s) for common TIF), and TSP shall return the excess portion of Generator's Collateral to Generator following (i) the entry of the Additional Generator(s) into an interconnection agreement with the TSP, (ii) the execution of applicable amendments, if any, to this SGIA, and (iii) TSP's receipt of the collateral from the Additional Generator(s).

The number of Additional Generators affecting Generator's Collateral shall be capped at 2.

For Example:

One Additional Generator - Total maximum amount of Generator's Collateral for common TIF is 50% of estimated cost for common TIF.

Two Additional Generators - Total maximum amount of Generator's Collateral for common TIF is 33.3% of estimated cost for common TIF.

In the event of any conflict or inconsistency between the terms and conditions of this Exhibit B and any terms or conditions set forth in the Standard Generation Interconnection Agreement, the terms and conditions set forth in this Exhibit B shall prevail.

Generator has requested that this Agreement be executed by the Parties prior to the completion of the FIS for the Plant. The completion of such FIS may reveal that additional TIF and/or GIF will be required to be installed in conjunction with the interconnection of the Plant. If such FIS reasonably determines that any additional TIF and/or GIF is required for the interconnection of the Plant, the Parties agree that this Agreement will be amended to include (i) such additional facilities, and (ii) additional security requirements to secure the reasonable cost of the TSP to construct such additional TIF, if applicable. Generator will provide any additional security in accordance with this Agreement to reflect the cost of any such additional TSP facilities within thirty (30) days following the execution by the Parties of such amendment, unless the additional required security exceeds \$500,000, in which event Generator shall have 45 days following the execution by the Parties of such amendment to provide the required security.

Due to the nature of the subject of this Agreement, the Parties may mutually agree to change the date and time of this Exhibit B, provided the Party requesting the change is using reasonable efforts to comply with the time periods of this Exhibit B.

Exhibit "C"
Interconnection Details

- 1) Name: Unity Wind Project
- 2) Point of Interconnection Location: The point at which the GIF interfaces with Sharyland Utilities' to be named interconnection substation TIF. The TIF substation will be located in Deaf Smith County approximately 10 miles southeast of the City of Vega. Such point will be the location at which the jumpers from the TIF connect to the GIF at the deadend tower.
- 3) Delivery Voltage: 345kV, double-circuit
- 4) Number and Size of Generating Units: 210.105 MW represented by Siemens SWT 2.3MW-108-80 wind turbine generators with a nameplate capacity of 2.415MW per unit.

Generator may change, prior to Commercial Operation, the type and MW size of each of the units for the Plant, or the aggregate nameplate generating capacity of the Plant, provided that (a) the aggregate nameplate generating capacity for the Plant may not exceed 210.105 MW, (b) the TSP approves such change, such approval not to be unreasonably withheld, delayed or conditioned, and (c) any required re-studies of ERCOT mandated interconnection studies are completed. The Parties agree to amend this Agreement as necessary to reflect the changes to the Plant made under this paragraph.

- 5) Type of Generating Unit: Subject to Generator's right to change the type of generating unit as described in paragraph 4 of this Exhibit "C", the Plant shall consist of 87 Siemens SWT 2.415MW-108-80 wind turbine generators.

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) Generators 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 following: (i) the Substation and all facilities within it, except for those facilities identified as being owned by TSP in Section 6 above and Section 8 below; (ii) the transmission line, including structures, conductors, insulators, connecting hardware and optical ground wire ("OPGW") from the Substation to the Point of Interconnection; and (iii) communication equipment described in Section 9A below. All other GIF Interconnecting Facility requirements shall be finalized at a later date, upon completing design requirements.

8) Transmission Service Provider Interconnection Facilities:

The TSP Interconnection Facilities shall, at a minimum, include the following facilities:

- 1) Substation

- (i) 345kV 3000A, 63kA Circuit Breaker
 - (ii) Motor Operated Air Break Switches
 - (iii) 345kV Metering Units, with individual CCVTs and Current transformers
 - (iv) 345kV, 212kV MCOV Surge Arresters
 - (v) Station Post Insulators
 - (vi) Galvanized Steel Structures, Equipment Foundations, and Associated Bus-Work, Conductor, Connectors, Grounding, etc.
 - (vii) Dead-end structure within the Sharyland 345 kV Station property for terminating GIF
- 1) Relaying
 - (i) Circuit Breaker Control Panel
 - (ii) Motor Operated Disconnect Switch Control Panel
 - (iii) Circuit Breaker Failure Protection Panel
 - (iv) Line Current Differential & Distance Protection Panel
 - 2) All other TSP Interconnecting Facility requirements shall be finalized at a later date, upon completing design requirements and coordination efforts with Generator.
- 9) Communications Facilities:
- A) The communications facilities described below will be paid for, owned, and installed by Generator.
 - 1) one (1) dedicated voice dispatch circuit between TSP's Amarillo, TX dispatch office and Generator's control center, including associated interface equipment at Generator's control center;
 - 2) one (1) RTU communications circuit between the Substation and TSP's master SCADA system at TSP's Amarillo, TX dispatch office;
 - 3) one (1) telephone company interface box (demarcation equipment) at the Substation for demarcation of telephone company circuits; and
 - 4) high voltage isolation equipment for all telephone company circuits at the Substation.
 - B) The communications facilities described below will be paid for, owned, and installed by TSP.
 - 1) One (1) dial-up circuit including associated interface equipment at the location of the EPS meter facilities; and
 - 2) All communication facilities shall meet the TSP's requirements in addition to ERCOT Requirements. If there is a conflict between the TSP requirements below and ERCOT Requirements, the ERCOT shall prevail.
 - C) All other TSP Communications Facility requirements shall be finalized at a later date, upon completing design requirements and coordination efforts with Generator.
- 10) 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.
- 11) Inputs to Telemetry Equipment:
- A) A generation-specific RTU is required at the Plant or GIF for TSP's generation-specific SCADA. A specific RTU points list will be developed by TSP as a part of each generation project based upon the project's electrical configuration. For such purpose, Generator shall be responsible for providing TSP with metering and relaying one-line diagrams of the generation and Substation facilities. Generator shall provide TSP with a station communications drawing which is to include RTU point sources (IEDs and contacts supplying required data), interface devices, and connections to the RTU.

- B) All other Inputs to Telemetry Equipment requirements shall be finalized at a later date, upon completing design requirements and coordination efforts with Generator.
- 12) Supplemental Terms and Conditions, if any, attached:
All other Supplemental Terms and Conditions shall be finalized at a later date, upon completing design requirements and coordination efforts with Generator.
- 13) Special Operating Conditions, if any, attached:
To be defined and coordinated with the Generator at a later date.
- 14) The difference between the estimated cost of the TIF under 4.1.A (\$_____) and the estimated cost of the TIF under 4.1.B (\$_____) is: _____, if applicable. N/A