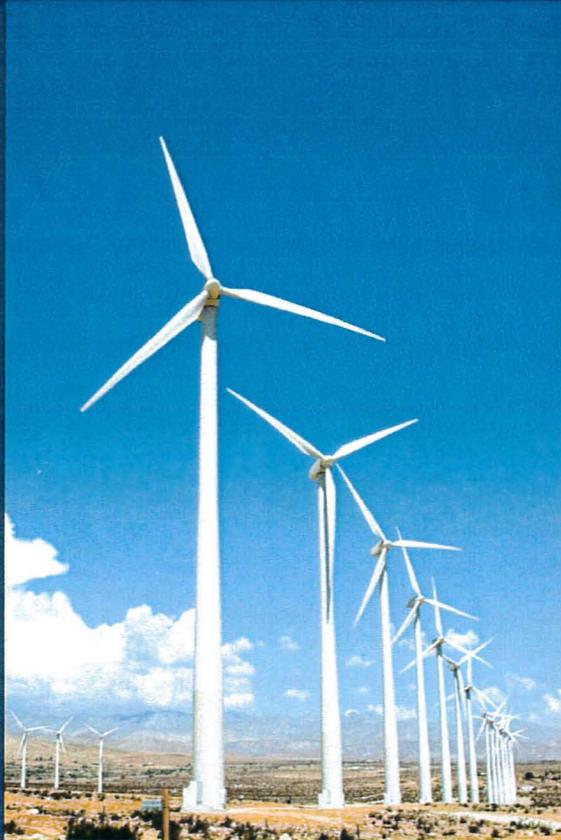


**FINDINGS OF THE ANDREWS  
INDEPENDENT SCHOOL DISTRICT BOARD  
OF TRUSTEES  
UNDER THE  
TEXAS ECONOMIC DEVELOPMENT ACT  
ON THE  
APPLICATION SUBMITTED  
BY  
JUMBO HILL WIND PROJECT, LLC (#1301)**



April 09, 2019

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**FINDINGS OF THE  
ANDREWS INDEPENDENT SCHOOL DISTRICT  
BOARD OF TRUSTEES  
UNDER THE  
TEXAS ECONOMIC DEVELOPMENT ACT  
ON THE APPLICATION SUBMITTED BY  
JUMBO HILL WIND PROJECT, LLC (#1301)**

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**APRIL 9, 2019**

FINDINGS OF THE ANDREWS INDEPENDENT SCHOOL  
DISTRICT BOARD OF TRUSTEES UNDER THE  
TEXAS ECONOMIC DEVELOPMENT ACT  
ON THE APPLICATION SUBMITTED BY  
JUMBO HILL WIND PROJECT, LLC (#1301)

*STATE OF TEXAS* §

*COUNTY OF ANDREWS* §

On the 9<sup>th</sup> day of April 2019, a public meeting of the Board of Trustees of the Andrews Independent School District (“District”) was held. The meeting was duly posted in accordance with the provisions of the Texas Open Meetings Act, Chapter 551, Texas Government Code. At the meeting, the Board of Trustees took up and considered the application of Jumbo Hill Wind Project, LLC (“Applicant”) for an Appraised Value Limitation on Qualified Property, pursuant to Chapter 313 of the Texas Tax Code. The Board of Trustees solicited input into its deliberations on the Application from interested parties within the District. The Board of Trustees has considered the economic impact analysis and the project certification issued by the Texas Comptroller of Public Accounts. After hearing presentations from the District’s administrative staff, and from consultants retained by the District to advise the Board in this matter, and after considering the relevant documentary evidence, the Board of Trustees makes the following findings with respect to application from Applicant, and the economic impact of that application:

On September 11, 2018, the Superintendent of the District, acting as agent of the Board of Trustees, and the Texas Comptroller of Public Accounts (“Comptroller”) received an Application from Applicant for an Appraised Value Limitation on Qualified Property, pursuant to Chapter 313 of the Texas Tax Code. The Application was determined to be complete as of December 17, 2018. A copy of the Application is attached as **Attachment A**.

The Applicant, (Texas Taxpayer Id. 32056871406), is an entity subject to Chapter 171, Texas Tax Code, and is certified to be an active franchise taxpayer by the Comptroller. See **Attachment B**.

The Board of Trustees acknowledged receipt of the Application, along with the requisite application fee, established pursuant to Texas Tax Code § 313.025(a)(1) and Local District Policy.

The Application was delivered to the Comptroller for review pursuant to Texas Tax Code § 313.025(d). A copy of the Application was delivered to the Andrews County Appraisal District for review pursuant to 34 Tex. Admin. Code § 9.1054. On February 6, 2019, the Comptroller determined the Application to be complete.

The Application was reviewed by the Comptroller pursuant to Texas Tax Code §313.026, and a Comptroller Certificate was issued on March 8, 2019 in which the Comptroller has determined, inter alia, that: 1) Application is subject to the provisions of Chapter 171, Texas Tax Code; 2) the property meets the requirements of Section 313.024 for eligibility for a limitation on appraised values; 3) the proposed project is reasonably likely to generate tax revenue in an amount sufficient to offset the school district maintenance and operations ad valorem tax revenue lost as a result of the agreement before the 25<sup>th</sup> anniversary of the beginning of the limitation period; and, 4) the limitation on appraised value is a determining factor in the applicant's decision to invest capital and construct the project in this state. A copy of the Certificate is attached to the findings as **Attachment C**.

The Board of Trustees has previously directed that a specific financial analysis be conducted concerning the impact of the proposed value limitation on the finances of District. A copy of the report prepared by Moak, Casey & Associates, Inc., is attached to these findings as **Attachment D**.

The Board of Trustees has confirmed that the taxable value of property in the District for the preceding tax year, as determined under Subchapter M, Chapter 403, Government Code, is as stated in **Attachment E**.

The Texas Education Agency has evaluated the impact of the project on the District's facilities. TEA's determination is to be attached to these findings as **Attachment F**.

The Board has adopted the Texas Economic Development Agreement (Form 50-826) as promulgated by the Comptroller's Office. Form 50-826 has been altered only in

accordance only the provisions of the template that the Comptroller permitted. The proposed Agreement is attached to these findings as **Attachment G**.

After review of the Comptroller's Certificate and economic analysis, and in consideration of its own studies the Board finds:

**Board Finding Number 1.**

**The Board finds that the property described in the Application meets the requirements of Tex. Tax Code §313.024 for eligibility for a limitation on appraised value.**

In support of Finding 1, the Application indicates that:

Jumbo Hill Wind Project, LLC (Jumbo Hill) is requesting an appraised value limitation from Andrews Independent School District (ISD) for the Jumbo Hill Wind Project (the "Project"), a proposed wind powered electric generating facility in Andrews County. The proposed Andrews ISD Project (this application) will be constructed within Reinvestment Zones that will be established by Andrews County. . . . The proposed Project is anticipated to have a capacity of approximately 160 MW located in Andrews ISD.

Property used for renewable energy electric generation is eligible for a limitation under §313.024(b)(5).

**Board Finding Number 2.**

**The project proposed by the applicant is reasonably likely to generate, before the 25th anniversary of the beginning of the limitation period, tax revenue, including state tax revenue, school district maintenance and operations ad valorem tax revenue attributable to the project, and any other tax revenue attributable to the effect of the project on the economy of the state, in an amount sufficient to offset the school district maintenance and operations ad valorem tax revenue lost as a result of the agreement (as detailed in Attachment B of the Comptroller's Certification).**

**Board Finding Number 3.**

**Based on the information certified by the Comptroller, the limitation on appraised value is a determining factor in the applicant's decision to**

**invest capital and construct the project in this state (as detailed in Attachment C of the Comptroller's Certification).**

**Board Finding Number 4.**

**The Board finds that the Application Fee received was reasonable and only in such an amount as was necessary to cover the District's costs of processing the Application under consideration.**

In support of Finding 4, the Board reviewed the Application Fee payment included in the Application at Attachment A, the contract with the District's consultants and the internal costs for processing the application, if any.

**Board Finding Number 5.**

**Based upon the Application and in the Comptroller's Economic Impact Evaluation and Certification, Attachment A, the Board finds that the number of jobs to be created and the wages to be paid comply with the requirements of statute; and, the Board further finds that the Chapter 313 Tax Limitation Agreement (Attachment G) contains all required provisions and information related to job creation requirements, to wit: the provisions set forth in Subsections 9.1C&D of such Agreement.**

In its Application, Applicant has committed to creating five (5) new qualifying jobs. The average salary level of qualifying jobs will be at least \$56,430 per year. The review of the application by the Comptroller's indicated that this amount—based on Texas Workforce Commission data—complies with current Tex. Tax Code §313.021(3) requirement that qualifying jobs must pay 110 percent of the county average manufacturing wage. As defined in Section 313.021 of the Tax Code, "Qualifying Job" means a permanent full-time job that:

- (A) requires at least 1,600 hours of work a year;
- (B) is not transferred from one area in this state to another area in this state;
- (C) is not created to replace a previous employee;
- (D) is covered by a group health benefit plan for which the business offers to pay at least 80 percent of the premiums or other charges assessed for employee-only coverage under the plan, regardless of whether an employee may voluntarily waive the coverage; and

(E) pays at least 110 percent of the county average weekly wage for manufacturing jobs in the county where the job is located.

**Board Finding Number 6.**

**Based upon the information provided to the District with regard to the industry standard for staffing ratios of similar projects in the State of Texas, the District has determined that if the job creation requirement set forth in Texas Tax Code § 313.021(2)(A)(iv)(b) was applied, for the size and scope of the project described in the Application, the required number of jobs meets or exceeds the industry standard for the number of employees reasonably necessary for the operation of the facility.**

**Board Finding Number 7.**

**The Applicant does not intend to create any non-qualifying jobs.**

In its Application, Applicant has indicated that it does not intend to create any non-qualifying jobs. For all non-qualifying jobs, the Applicant should create the Applicant will be required to pay at least the county average wage of \$64,663 for all jobs in the county in accordance with the provisions of Tex. Tax Code §313.024(d).

**Board Finding Number 8.**

**The revenue gains that will be realized by the school district if the Application is approved will be significant in the long-term, with special reference to revenues used for supporting school district debt.**

In support of this finding, the analysis prepared by Moak, Casey & Associates projects that the project would initially add \$163.2 million to the tax base that would be available for debt service purposes at the peak investment level for the 2020-21 school year, which should benefit the District and its taxpayers.

**Board Finding Number 9.**

**The effect of the applicant's proposal, if approved, on the number or size of needed school district instructional facilities is not expected to increase the District's facility needs, with current trends suggest little underlying enrollment growth based on the impact of the project.**

The summary of financial impact prepared by Moak, Casey & Associates, Inc., indicates that there will be little to no impact on school facilities created by the new project. This finding is confirmed by the TEA evaluation of this project's impact on the number and size of school facilities in the District as stated in **Attachment F**.

**Board Finding Number 10.**

**The Board finds that with the adoption of District Policy CCG (Local), implemented in conformance with both Comptroller and Texas Education Agency Rules governing Chapter 313 Agreements, it has developed a process to verify, either directly or through its consultants, the accuracy and completeness of information in annual eligibility reports and biennial progress reports regarding (1) the reported number of jobs created and (2) the reported amount invested in the property.**

**Board Finding Number 11.**

**The Board of Trustees hired consultants to review and verify the information in the Application. Based upon the consultants' review, the Board has determined that the information provided by the Applicant is true and correct.**

The Board has developed a written policy CCG (Local) which requires, upon the filing of an Application under Tax Code Chapter 313, the retention of consultants in order to verify: (1) that Applicant's information contained in the Application as to existing facts is true and correct; (2) that Applicant's information contained in the Application with respect to projections of future events are commercially reasonable and within the ability of Applicant to execute; (3) that information related to job creation is commercially reasonable and within the ability of Applicant to execute; (4) that Applicant's representations concerning and economic incentives being offered, if any, and (5) the proposed project meets eligibility requirements.

As a part of its verification process the Board notes that the Chapter 313 Application for which these Findings are being made has been submitted by the Applicant under oath. Chapter 313 Applications are governmental records under Tex. Penal Code §37.01(2)(A);

as a result, all statements contained therein are representations of fact within the meaning of Tex. Penal Code § 37.01(3). Since Board action upon the adoption of these Findings and the approval of the Chapter 313 Tax Limitation Agreement (**Attachment G**) is an “official proceeding,” a false statement on a Chapter 313 application constitutes perjury under Tex. Penal Code § 37.03.

The Board finds that sworn statements are routinely used as an acceptable verification method for reliance by fact finders in each of the three separate branches of government, including trials.

The consultants have prepared signed statements that the consultants have reviewed and verified the contents of the Application and have determined that the current statements of fact contained in the Application are true and correct. (**Attachment H**) The Board finds that reliance by the Board and its consultants upon verified statements of the Applicant, especially as to Applicant’s future intentions which cannot be objectively verified is reasonable and within the intent of Chapter 313, Texas Tax Code.

**Board Finding Number 12.**

**The Board of Trustees has determined that the Tax Limitation Amount requested by Applicant is currently Thirty Million Dollars, which is consistent with the minimum values currently set out by Tax Code, § 313.054(a).**

The Board finds that the Chapter 313 Tax Limitation Agreement (**Attachment G**), in accordance with Comptroller’s Form 50-826, contains all required provisions and information related to the required investment amount, to wit: the amount set forth in Section 2.5 of said Agreement. According to the Texas Comptroller of Public Accounts’ School and Appraisal Districts’ Property Value Study 2017 Final Findings made under Subchapter M, Chapter 403, Government Code for the preceding tax year, Attachment F. The total industrial value for the District is \$507.7 million. The District is categorized as Subchapter C, which applies only to a school district that has territory in a strategic investment area, as defined under Subchapter O, Chapter 171, Tax Code or in a county: (1) that has a population of less than 50,000 and (2) in which, from 1990 to 2000, according

to the federal decennial census, the population: (A) remained the same; (B) decreased; or (C) increased, but at a rate of not more than three percent per annum. The District is classified as a “rural” district due to its demographic characteristics. Given that the value of industrial property is more than \$200 million, it is classified as a Category I district which can offer a minimum value limitation of \$30 million.

**Board Finding Number 13.**

**The Board finds that the Chapter 313 Tax Limitation Agreement (Attachment G) contains all necessary provisions and information related to establishing the required investment amount, to wit: the amount set forth in Section 2.5 of said Agreement.**

The Board relies on the certifications of its consultants and the Comptroller’s Approval of the Agreement form to make this Finding. (Attachment I)

**Board Finding Number 14.**

**The Applicant (Taxpayer No. 32056871406) is eligible for the limitation on appraised value of qualified property as an active franchise-tax paying entity.**

The Applicant, (Texas Taxpayer No. 32056871406), is an entity subject to Chapter 171, Texas Tax Code, and is certified to be an active franchise taxpayer by the Comptroller. See Attachment B. The Board also finds that the Chapter 313 Tax Limitation Agreement (Attachment G) contains all required provisions necessary for the Board to assess eligibility of any business to which an agreement is transferred.

**Board Finding Number 15.**

**The project will be located within an area that is designated as a reinvestment zone, pursuant to Chapter 312 of the Texas Tax Code.**

**Board Finding Number 16.**

**The Agreement for an Appraised Value Limitation on Qualified Property, pursuant to Chapter 313 of the Texas Tax Code, attached hereto as Attachment G, includes adequate and appropriate revenue protection provisions for the District, and such provisions comply with the specific terms of Texas Tax Code, Chapter 313.**

In support of this finding, the report of Moak, Casey & Associates, Inc. shows that the District will incur a revenue loss in the first year that the value limitation is in effect without the proposed Agreement. However, with this Agreement, the negative consequences of granting the value limitation are offset through the revenue protection provisions agreed to by the Applicant and the District. The Agreement contains adequate revenue protection measures for the duration of the Agreement. In support of this Finding, the Board relies upon the recommendation of its consultants. (**Attachment H**)

**Board Finding Number 17.**

**The Board finds that the Chapter 313 Tax Limitation Agreement (Attachment G) contains all required provisions necessary for the Board to assess performance standards and to require periodic deliverables that will enable it to hold businesses accountable for achieving desired results, to wit: the reporting requirements set forth in Article VIII of said Agreement.**

**Board Finding Number 18.**

**The Board finds that there are no conflicts of interest at the time of considering the agreement.**

The Board finds that with the adoption of District Policies BBFA and BBFB, both (Legal) and (Local), set forth at <https://pol.tasb.org/home/index/124>, that it has taken appropriate action to ensure that all District Trustees and the Superintendent, have disclosed any potential conflicts of interest, and that such disclosures will be made if any conflict of interest arises in the future, in compliance with the requirements of Texas Local Gov't Code §171.004.

In addition, at the public hearing, the Board caused the statement set forth in **Attachment J** to be read into the public record and that only Board members audibly responding that no conflict of interest existed either deliberated or voted on the Tax Limitation Agreement, these Findings or any matter relating to the Application upon which these Findings have been premised.

The Board finds that with the adoption of District Policies DBD, DGA, DH, and BBFB, both (Legal) and (Local) that it has taken appropriate action to ensure that all District

employees and/or consultants, have disclosed any potential conflicts of interest, and that such disclosures will be made if any conflict of interest arises in the future, in compliance with the requirements of Texas Local Gov't Code §171.004.

The Board finds that that no non-disclosed conflicts of interest exist as to the Application for which these Findings are being made, as of the time of action on these Findings.

**Board Finding Number 19.**

**The Board directs that a link on its Web site to the Comptroller's Office's Web site where appraisal limitation related documents are made available to the public.**

**Board Finding Number 20.**

**Considering the purpose and effect of the law and the terms of the Agreement, that it is in the best interest of the District and the State to enter into the attached Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes.**

It is therefore ORDERED that the Agreement attached hereto as **Attachment G** is approved and hereby authorized to be executed and delivered by and on behalf of the District. It is further ORDERED that these findings and the Attachments referred to herein be attached to the Official Minutes of this meeting, and maintained in the permanent records of the Board of Trustees of the District.

Dated the 9<sup>th</sup> day of April 2019.

ANDREWS INDEPENDENT SCHOOL DISTRICT

By: Kari Walinder  
Kari Walinder, President, Board of Trustees

ATTEST:

By: C. Tochterman  
Cindy Tochterman, Secretary, Board of Trustees

Attachment A

Application

# O'HANLON, DEMERATH & CASTILLO

ATTORNEYS & COUNSELORS AT LAW

808 WEST AVE

AUSTIN, TEXAS 78701

TELEPHONE: (512) 494-9949

FACSIMILIE: (512) 494-9919

**KEVIN O'HANLON**  
CERTIFIED, CIVIL APPELLATE  
CERTIFIED, CIVIL TRIAL

**JUSTIN DEMERATH**

**BENJAMIN CASTILLO**

October 12, 2018

Local Government Assistance & Economic Analysis  
Texas Comptroller of Public Accounts  
P.O. Box 13528  
Austin, Texas 78711-3528

RE: Application to the Andrews Independent School District from Jumbo Hill  
Wind Project, LLC

To the Local Government Assistance & Economic Analysis Division:

By copy of this letter transmitting the application for review to the Comptroller's Office, the Andrews Independent School District is notifying Jumbo Hill Wind Project, LLC of its intent to consider the application for appraised value limitation on qualified property should a positive certificate be issued by the Comptroller. Please prepare the Economic Impact Report.

The Applicant submitted the Application to the school district on September 11, 2018. The Board voted to accept the application on September 11, 2018. The application has been determined complete as of October 12, 2018.

Please do not hesitate to call with any questions.

Sincerely,



Kevin O'Hanlon  
School District Consultant

Cc: Jumbo Hill Wind Project, LLC  
Andrews County Appraisal District

**Jumbo Hill Wind Project, LLC**

Chapter 313 Application to Andrews ISD

Cummings Westlake, LLC

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**TAB 1**

Pages 1 through 7 of application.

# Application for Appraised Value Limitation on Qualified Property

(Tax Code, Chapter 313, Subchapter B or C)

**INSTRUCTIONS:** This application must be completed and filed with the school district. In order for an application to be processed, the governing body (school board) must elect to consider an application, but — by Comptroller rule — the school board may elect to consider the application only after the school district has received a completed application. Texas Tax Code, Section 313.025 requires that any completed application and any supplemental materials received by the school district must be forwarded within seven days to the Comptroller of Public Accounts.

If the school board elects to consider the application, the school district must:

- notify the Comptroller that the school board has elected to consider the application. This notice must include:
  - the date on which the school district received the application;
  - the date the school district determined that the application was complete;
  - the date the school board decided to consider the application; and
  - a request that the Comptroller prepare an economic impact analysis of the application;
- provide a copy of the notice to the appraisal district;
- must complete the sections of the application reserved for the school district and provide information required in the Comptroller rules located at 34 Texas Administrative Code (TAC) Section 9.1054; and
- forward the original hard copy of the completed application to the Comptroller in a three-ring binder with tabs, as indicated on page 9 of this application, separating each section of the documents, in addition to an electronic copy on CD. See 34 TAC Chapter 9, Subchapter F.

The governing body may, at its discretion, allow the applicant to supplement or amend the application after the filing date, subject to the restrictions in 34 TAC Chapter 9, Subchapter F.

When the Comptroller receives the notice and required information from the school district, the Comptroller will publish all submitted application materials on its website. The Comptroller is authorized to treat some application information as confidential and withhold it from publication on the Internet. To do so, however, the information must be segregated and comply with the other requirements set out in the Comptroller rules. For more information, see guidelines on Comptroller's website.

The Comptroller will independently determine whether the application has been completed according to the Comptroller's rules (34 TAC Chapter 9, Subchapter F). If the Comptroller finds the application is not complete, the Comptroller will request additional materials from the school district. Pursuant to 9.1053(a)(1)(C), requested information shall be provided within 20 days of the date of the request. When the Comptroller determines that the application is complete, it will send the school district a notice indicating so. The Comptroller will determine the eligibility of the project, issue a certificate for a limitation on appraised value to the school board regarding the application and prepare an economic impact evaluation by the 90th day after the Comptroller receives a complete application—as determined by the Comptroller.

The school board must approve or disapprove the application not later than the 150th day after the application review start date (the date the application is finally determined to be complete), unless an extension is granted. The Comptroller and school district are authorized to request additional information from the applicant that is reasonably necessary to issue a certificate, complete the economic impact evaluation or consider the application at any time during the application review period.

Please visit the Comptroller's website to find out more about the program at [comptroller.texas.gov/economy/local/ch313/](http://comptroller.texas.gov/economy/local/ch313/). There are links to the Chapter 313 statute, rules, guidelines and forms. Information about minimum limitation values for particular districts and wage standards may also be found at that site.

## SECTION 1: School District Information

### 1. Authorized School District Representative

September 11, 2018

Date Application Received by District

Dr. Bobby

First Name

Azam

Last Name

Superintendent

Title

Andrews Independent School District

School District Name

405 NW 3rd St.

Street Address

1610 South 6Th Street

Mailing Address

Andrews

City

TX

State

79714

ZIP

432-523-3640 x1756

Phone Number

432-523-3343

Fax Number

Mobile Number (optional)

bazam@andrews.esc18.net

Email Address

2. Does the district authorize the consultant to provide and obtain information related to this application? .....

Yes

No

**SECTION 1: School District Information (continued)**

**3. Authorized School District Consultant (If Applicable)**

_____	_____
First Name	Last Name
Partner	
_____	
Title	
Moak Casey & Associates LLP	
_____	
Firm Name	
_____	_____
512-485-7878	512-485-7888
Phone Number	Fax Number
_____	_____
512-426-6662	dcasey@moakcasy.com
Mobile Number (optional)	Email Address

October 12, 2018

4. On what date did the district determine this application complete? .....
5. Has the district determined that the electronic copy and hard copy are identical? .....  Yes  No

**SECTION 2: Applicant Information**

**1. Authorized Company Representative (Applicant)**

_____	_____
First Name	Last Name
Senior Vice President, Head of US Wind	Engie North America
_____	
Title	
3760 State St., Suite 200	
_____	
Street Address	
3760 State St., Suite 200	
_____	
Mailing Address	
_____	_____
Santa Barbara	CA
City	State
_____	_____
805-569-6185	93105
Phone Number	ZIP
_____	
Mobile Number (optional)	
_____	
Fax Number	
_____	
casey.willis@engie.com	
Business Email Address	

2. Will a company official other than the authorized company representative be responsible for responding to future information requests? .....  Yes  No
- 2a. If yes, please fill out contact information for that person.

_____	_____
First Name	Last Name
_____	
Title	
_____	
Street Address	
_____	
Mailing Address	
_____	_____
City	State
_____	_____
Phone Number	ZIP
_____	
Mobile Number (optional)	
_____	
Fax Number	
_____	
Business Email Address	

3. Does the applicant authorize the consultant to provide and obtain information related to this application? .....  Yes  No

SECTION 2: Applicant Information (continued)

4. Authorized Company Consultant (If Applicable)

Wes Jackson  
 First Name Last Name  
 Partner  
 Title  
 Cummings Westlake LLC  
 Firm Name  
 713-266-4456 713-266-2333  
 Phone Number Fax Number  
 wjackson@cwlp.net  
 Business Email Address

SECTION 3: Fees and Payments

1. Has an application fee been paid to the school district?  Yes  No  
 The total fee shall be paid at time of the application is submitted to the school district. Any fees not accompanying the original application shall be considered supplemental payments.  
 1a. If yes, attach in **Tab 2** proof of application fee paid to the school district.  
 For the purpose of questions 2 and 3, "payments to the school district" include any and all payments or transfers of things of value made to the school district or to any person or persons in any form if such payment or transfer of thing of value being provided is in recognition of, anticipation of, or consideration for the agreement for limitation on appraised value.  
 2. Will any "payments to the school district" that you may make in order to receive a property tax value limitation agreement result in payments that are not in compliance with Tax Code §313.027(i)?  Yes  No  N/A  
 3. If "payments to the school district" will only be determined by a formula or methodology without a specific amount being specified, could such method result in "payments to the school district" that are not in compliance with Tax Code §313.027(i)?  Yes  No  N/A

SECTION 4: Business Applicant Information

1. What is the legal name of the applicant under which this application is made? Jumbo Hill Wind Project, LLC  
 2. List the Texas Taxpayer I.D. number of entity subject to Tax Code, Chapter 171 (11 digits) 32056871406  
 3. List the NAICS code 221115  
 4. Is the applicant a party to any other pending or active Chapter 313 agreements?  Yes  No  
 4a. If yes, please list application number, name of school district and year of agreement

SECTION 5: Applicant Business Structure

1. Identify Business Organization of Applicant (corporation, limited liability corporation, etc) Limited Liability Corporation  
 2. Is applicant a combined group, or comprised of members of a combined group, as defined by Tax Code §171.0001(7)?  Yes  No  
 2a. If yes, attach in **Tab 3** a copy of Texas Comptroller Franchise Tax Form No. 05-165, No. 05-166, or any other documentation from the Franchise Tax Division to demonstrate the applicant's combined group membership and contact information.  
 3. Is the applicant current on all tax payments due to the State of Texas?  Yes  No  
 4. Are all applicant members of the combined group current on all tax payments due to the State of Texas?  Yes  No  N/A  
 5. If the answer to question 3 or 4 is no, please explain and/or disclose any history of default, delinquencies and/or any material litigation, including litigation involving the State of Texas. (If necessary, attach explanation in **Tab 3**)

**SECTION 6: Eligibility Under Tax Code Chapter 313.024**

1. Are you an entity subject to the tax under Tax Code, Chapter 171?  Yes  No
2. The property will be used for one of the following activities:
  - (1) manufacturing  Yes  No
  - (2) research and development  Yes  No
  - (3) a clean coal project, as defined by Section 5.001, Water Code  Yes  No
  - (4) an advanced clean energy project, as defined by Section 382.003, Health and Safety Code  Yes  No
  - (5) renewable energy electric generation  Yes  No
  - (6) electric power generation using integrated gasification combined cycle technology  Yes  No
  - (7) nuclear electric power generation  Yes  No
  - (8) a computer center that is used as an integral part or as a necessary auxiliary part for the activity conducted by applicant in one or more activities described by Subdivisions (1) through (7)  Yes  No
  - (9) a Texas Priority Project, as defined by 313.024(e)(7) and TAC 9.1051  Yes  No
3. Are you requesting that any of the land be classified as qualified investment?  Yes  No
4. Will any of the proposed qualified investment be leased under a capitalized lease?  Yes  No
5. Will any of the proposed qualified investment be leased under an operating lease?  Yes  No
6. Are you including property that is owned by a person other than the applicant?  Yes  No
7. Will any property be pooled or proposed to be pooled with property owned by the applicant in determining the amount of your qualified investment?  Yes  No

**SECTION 7: Project Description**

1. In **Tab 4**, attach a detailed description of the scope of the proposed project, including, at a minimum, the type and planned use of real and tangible personal property, the nature of the business, a timeline for property construction or installation, and any other relevant information.
2. Check the project characteristics that apply to the proposed project:
 

<input checked="" type="checkbox"/> Land has no existing improvements	<input type="checkbox"/> Land has existing improvements <i>(complete Section 13)</i>
<input type="checkbox"/> Expansion of existing operation on the land <i>(complete Section 13)</i>	<input type="checkbox"/> Relocation within Texas

**SECTION 8: Limitation as Determining Factor**

1. Does the applicant currently own the land on which the proposed project will occur?  Yes  No
2. Has the applicant entered into any agreements, contracts or letters of intent related to the proposed project?  Yes  No
3. Does the applicant have current business activities at the location where the proposed project will occur?  Yes  No
4. Has the applicant made public statements in SEC filings or other documents regarding its intentions regarding the proposed project location?  Yes  No
5. Has the applicant received any local or state permits for activities on the proposed project site?  Yes  No
6. Has the applicant received commitments for state or local incentives for activities at the proposed project site?  Yes  No
7. Is the applicant evaluating other locations not in Texas for the proposed project?  Yes  No
8. Has the applicant provided capital investment or return on investment information for the proposed project in comparison with other alternative investment opportunities?  Yes  No
9. Has the applicant provided information related to the applicant's inputs, transportation and markets for the proposed project?  Yes  No
10. Are you submitting information to assist in the determination as to whether the limitation on appraised value is a determining factor in the applicant's decision to invest capital and construct the project in Texas?  Yes  No

**Chapter 313.026(e) states "the applicant may submit information to the Comptroller that would provide a basis for an affirmative determination under Subsection (c)(2)." If you answered "yes" to any of the questions in Section 8, attach supporting information in Tab 5.**

**SECTION 9: Projected Timeline**

1. Application approval by school board ..... March 2019
2. Commencement of construction ..... Q1 - 2019
3. Beginning of qualifying time period ..... April 1, 2019
4. First year of limitation ..... 2020
5. Begin hiring new employees ..... December 2019
6. Commencement of commercial operations ..... December 2019
7. Do you propose to construct a new building or to erect or affix a new improvement after your application review start date (*date your application is finally determined to be complete*)? .....  Yes  No  
**Note:** Improvements made before that time may not be considered qualified property.
8. When do you anticipate the new buildings or improvements will be placed in service? ..... December 2019

**SECTION 10: The Property**

1. Identify county or counties in which the proposed project will be located Andrews County
2. Identify Central Appraisal District (CAD) that will be responsible for appraising the property Andrews CAD
3. Will this CAD be acting on behalf of another CAD to appraise this property? .....  Yes  No
4. List all taxing entities that have jurisdiction for the property, the portion of project within each entity and tax rates for each entity:  
 County: Andrews County; \$ 6007; 100% City: N/A  
*(Name, tax rate and percent of project)* *(Name, tax rate and percent of project)*  
 Hospital District: Andrews County Hospital; \$.49911; 100% Water District: N/A  
*(Name, tax rate and percent of project)* *(Name, tax rate and percent of project)*  
 Other (describe): N/A Other (describe): N/A  
*(Name, tax rate and percent of project)* *(Name, tax rate and percent of project)*
5. Is the project located entirely within the ISD listed in Section 1? .....  Yes  No  
 5a. If no, attach in **Tab 6** additional information on the project scope and size to assist in the economic analysis.
6. Did you receive a determination from the Texas Economic Development and Tourism Office that this proposed project and at least one other project seeking a limitation agreement constitute a single unified project (SUP), as allowed in §313.024(d-2)? .....  Yes  No  
 6a. If yes, attach in **Tab 6** supporting documentation from the Office of the Governor.

**SECTION 11: Investment**

**NOTE:** The minimum amount of qualified investment required to qualify for an appraised value limitation and the minimum amount of appraised value limitation vary depending on whether the school district is classified as Subchapter B or Subchapter C, and the taxable value of the property within the school district. For assistance in determining estimates of these minimums, access the Comptroller's website at [comptroller.texas.gov/economy/local/ch313/](http://comptroller.texas.gov/economy/local/ch313/).

1. At the time of application, what is the estimated minimum qualified investment required for this school district? ..... 30,000,000.00
2. What is the amount of appraised value limitation for which you are applying? ..... 30,000,000.00  
**Note:** The property value limitation amount is based on property values available at the time of application and may change prior to the execution of any final agreement.
3. Does the qualified investment meet the requirements of Tax Code §313.021(1)? .....  Yes  No
4. Attach a description of the qualified investment [See §313.021(1).] The description must include:
  - a. a specific and detailed description of the qualified investment you propose to make on the property for which you are requesting an appraised value limitation as defined by Tax Code §313.021 (**Tab 7**);
  - b. a description of any new buildings, proposed new improvements or personal property which you intend to include as part of your minimum qualified investment (**Tab 7**); and
  - c. a detailed map of the qualified investment showing location of tangible personal property to be placed in service during the qualifying time period and buildings to be constructed during the qualifying time period, with vicinity map (**Tab 11**).
5. Do you intend to make at least the minimum qualified investment required by Tax Code §313.023 (or §313.053 for Subchapter C school districts) for the relevant school district category during the qualifying time period? .....  Yes  No

**SECTION 12: Qualified Property**

1. Attach a detailed description of the qualified property. [See §313.021(2)] (If qualified investment describes qualified property exactly, you may skip items a, b and c below.) The description must include:
  - 1a. a specific and detailed description of the qualified property for which you are requesting an appraised value limitation as defined by Tax Code §313.021 (Tab 8);
  - 1b. a description of any new buildings, proposed new improvements or personal property which you intend to include as part of your qualified property (Tab 8); and
  - 1c. a map of the qualified property showing location of new buildings or new improvements with vicinity map (Tab 11).
2. Is the land upon which the new buildings or new improvements will be built part of the qualified property described by §313.021(2)(A)?  Yes  No
  - 2a. If yes, attach complete documentation including:
    - a. legal description of the land (Tab 9);
    - b. each existing appraisal parcel number of the land on which the new improvements will be constructed, regardless of whether or not all of the land described in the current parcel will become qualified property (Tab 9);
    - c. owner (Tab 9);
    - d. the current taxable value of the land. Attach estimate if land is part of larger parcel (Tab 9); and
    - e. a detailed map showing the location of the land with vicinity map (Tab 11).
3. Is the land on which you propose new construction or new improvements currently located in an area designated as a reinvestment zone under Tax Code Chapter 311 or 312 or as an enterprise zone under Government Code Chapter 2303?  Yes  No
  - 3a. If yes, attach the applicable supporting documentation:
    - a. evidence that the area qualifies as a enterprise zone as defined by the Governor's Office (Tab 16);
    - b. legal description of reinvestment zone (Tab 16);
    - c. order, resolution or ordinance establishing the reinvestment zone (Tab 16);
    - d. guidelines and criteria for creating the zone (Tab 16); and
    - e. a map of the reinvestment zone or enterprise zone boundaries with vicinity map (Tab 11)
  - 3b. If no, submit detailed description of proposed reinvestment zone or enterprise zone with a map indicating the boundaries of the zone on which you propose new construction or new improvements to the Comptroller's office within 30 days of the application date. What is the anticipated date on which you will submit final proof of a reinvestment zone or enterprise zone? January 2019

**SECTION 13: Information on Property Not Eligible to Become Qualified Property**

1. In Tab 10, attach a specific and detailed description of all **existing property**. This includes buildings and improvements existing as of the application review start date (the date the application is determined to be complete by the Comptroller). The description must provide sufficient detail to locate all existing property on the land that will be subject to the agreement and distinguish existing property from future proposed property.
2. In Tab 10, attach a specific and detailed description of all **proposed new property that will not become new improvements** as defined by TAC 9.1051. This includes proposed property that: functionally replaces existing or demolished/removed property; is used to maintain, refurbish, renovate, modify or upgrade existing property; or is affixed to existing property; or is otherwise ineligible to become qualified property. The description must provide sufficient detail to distinguish existing property (question 1) and all proposed new property that cannot become qualified property from proposed qualified property that will be subject to the agreement (as described in Section 12 of this application).
3. For the property not eligible to become qualified property listed in response to questions 1 and 2 of this section, provide the following supporting information in Tab 10:
  - a. maps and/or detailed site plan;
  - b. surveys;
  - c. appraisal district values and parcel numbers;
  - d. inventory lists;
  - e. existing and proposed property lists;
  - f. model and serial numbers of existing property; or
  - g. other information of sufficient detail and description.
4. Total estimated market value of existing property (that property described in response to question 1): ..... \$ 0.00
5. In Tab 10, include an appraisal value by the CAD of all the buildings and improvements existing as of a date within 15 days of the date the application is received by the school district.
6. Total estimated market value of proposed property not eligible to become qualified property (that property described in response to question 2): ..... \$ 0.00

**Note:** Investment for the property listed in question 2 may count towards qualified investment in Column C of Schedules A-1 and A-2, if it meets the requirements of 313.021(1). Such property cannot become qualified property on Schedule B.

SECTION 14: Wage and Employment Information

1. What is the estimated number of permanent jobs (more than 1,600 hours a year), with the applicant or a contractor of the applicant, on the proposed qualified property during the last complete quarter before the application review start date (date your application is finally determined to be complete)? ..... 0
2. What is the last complete calendar quarter before application review start date:  
 First Quarter     Second Quarter     Third Quarter     Fourth Quarter of 2018  
(year)
3. What were the number of permanent jobs (more than 1,600 hours a year) this applicant had in Texas during the most recent quarter reported to the Texas Workforce Commission (TWC)? ..... 0  
**Note:** For job definitions see TAC §9.1051 and Tax Code §313.021(3).
4. What is the number of new qualifying jobs you are committing to create? ..... 5
5. What is the number of new non-qualifying jobs you are estimating you will create? ..... 0
6. Do you intend to request that the governing body waive the minimum new qualifying job creation requirement, as provided under Tax Code §313.025(f-1)? .....  Yes     No
  - 6a. If yes, attach evidence in **Tab 12** documenting that the new qualifying job creation requirement above exceeds the number of employees necessary for the operation, according to industry standards.
7. Attach in **Tab 13** the four most recent quarters of data for each wage calculation below, including documentation from the TWC website. The final actual statutory minimum annual wage requirement for the applicant for each qualifying job — which may differ slightly from this estimate — will be based on information from the four quarterly periods for which data were available at the time of the application review start date (date of a completed application). See TAC §9.1051(21) and (22).
  - a. Average weekly wage for all jobs (all industries) in the county is ..... 1,208.50
  - b. 110% of the average weekly wage for manufacturing jobs in the county is ..... 1,055.45
  - c. 110% of the average weekly wage for manufacturing jobs in the region is ..... 1,154.49
8. Which Tax Code section are you using to estimate the qualifying job wage standard required for this project? .....  §313.021(5)(A) or  §313.021(5)(B)
9. What is the minimum required annual wage for each qualifying job based on the qualified property? ..... 54,883.40
10. What is the annual wage you are committing to pay for each of the new qualifying jobs you create on the qualified property? ..... 55,000.00
11. Will the qualifying jobs meet all minimum requirements set out in Tax Code §313.021(3)? .....  Yes     No
12. Do you intend to satisfy the minimum qualifying job requirement through a determination of cumulative economic benefits to the state as provided by §313.021(3)(F)? .....  Yes     No
  - 12a. If yes, attach in **Tab 12** supporting documentation from the TWC, pursuant to §313.021(3)(F).
13. Do you intend to rely on the project being part of a single unified project, as allowed in §313.024(d-2), in meeting the qualifying job requirements? .....  Yes     No
  - 13a. If yes, attach in **Tab 6** supporting documentation including a list of qualifying jobs in the other school district(s).

SECTION 15: Economic Impact

1. Complete and attach Schedules A1, A2, B, C, and D in **Tab 14**. Note: Excel spreadsheet versions of schedules are available for download and printing at URL listed below.
2. Attach an Economic Impact Analysis, if supplied by other than the Comptroller's Office, in **Tab 15**. (*not required*)
3. If there are any other payments made in the state or economic information that you believe should be included in the economic analysis, attach a separate schedule showing the amount for each year affected, including an explanation, in **Tab 15**.

**Jumbo Hill Wind Project, LLC**

Chapter 313 Application to Andrews ISD

Cummings Westlake, LLC

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**TAB 2**

*Proof of Payment of Application Fee*

Please find on the attached page, a copy of the check for the \$75,000 application fee paid to Andrews ISD.

**Proof of payment of filing fee received by the  
Comptroller of Public Accounts per TAC Rule  
§9.1054 (b)(5)**

*(Page Inserted by Office of Texas Comptroller of Public  
Accounts)*

**Jumbo Hill Wind Project, LLC**

Chapter 313 Application to Andrews ISD

Cummings Westlake, LLC

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**TAB 3**

*Documentation of Combined Group membership under Texas Tax Code 171.0001(7),  
history of tax default, delinquencies and/or material litigation (if applicable)*

# Texas Franchise Tax Affiliate Schedule

**Tcode** 13253 Annual

<b>Reporting entity taxpayer number</b>	<b>Report year</b>	<b>Reporting entity taxpayer name</b>
32056802567	2017	ENGIE HOLDINGS, INC.

Reporting entity must be included on Affiliate Schedule. Affiliate reporting period dates must be within combined group's accounting period dates.

<b>1. Legal name of affiliate</b>		<b>2. Affiliate taxpayer number (if none, use FEI number)</b>	<b>3. Affiliate NAICS code</b>
ENGIE Holdings Inc.		32056802567	551112
<b>4. Blacken box if entity is disregarded for franchise tax</b>	<b>5. Blacken box if this affiliate does NOT have NEXUS in Texas</b>	<b>6. Affiliate reporting begin date</b> <i>m m d d y y</i>	<b>7. Affiliate reporting end date</b> <i>m m d d y y</i>
<input type="checkbox"/>	<input type="checkbox"/>	010116	123116
<b>8. Gross receipts subject to throwback in other states (before eliminations)</b>		<b>9. Gross receipts everywhere (before eliminations)</b>	
0 .00		7001443 .00	
<b>10. Gross receipts in Texas (before eliminations)</b>		<b>11. Cost of goods sold or compensation (before eliminations)</b>	
7036743 .00		0 .00	

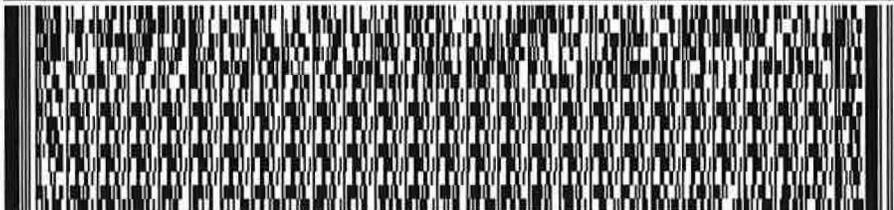
<b>1. Legal name of affiliate</b>		<b>2. Affiliate taxpayer number (if none, use FEI number)</b>	<b>3. Affiliate NAICS code</b>
ECOVA, Inc.		32002649377	541600
<b>4. Blacken box if entity is disregarded for franchise tax</b>	<b>5. Blacken box if this affiliate does NOT have NEXUS in Texas</b>	<b>6. Affiliate reporting begin date</b> <i>m m d d y y</i>	<b>7. Affiliate reporting end date</b> <i>m m d d y y</i>
<input type="checkbox"/>	<input type="checkbox"/>	010116	123116
<b>8. Gross receipts subject to throwback in other states (before eliminations)</b>		<b>9. Gross receipts everywhere (before eliminations)</b>	
0 .00		181059806 .00	
<b>10. Gross receipts in Texas (before eliminations)</b>		<b>11. Cost of goods sold or compensation (before eliminations)</b>	
9762510 .00		0 .00	

<b>1. Legal name of affiliate</b>		<b>2. Affiliate taxpayer number (if none, use FEI number)</b>	<b>3. Affiliate NAICS code</b>
RETROFICIENCY, Inc.		270563094	541600
<b>4. Blacken box if entity is disregarded for franchise tax</b>	<b>5. Blacken box if this affiliate does NOT have NEXUS in Texas</b>	<b>6. Affiliate reporting begin date</b> <i>m m d d y y</i>	<b>7. Affiliate reporting end date</b> <i>m m d d y y</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	100716	123116
<b>8. Gross receipts subject to throwback in other states (before eliminations)</b>		<b>9. Gross receipts everywhere (before eliminations)</b>	
0 .00		3595983 .00	
<b>10. Gross receipts in Texas (before eliminations)</b>		<b>11. Cost of goods sold or compensation (before eliminations)</b>	
160289 .00		0 .00	

The reporting entity of a combined group with a temporary credit for business loss carryforwards preserved for itself and/or affiliates must submit common owner information. This information must be provided to satisfy franchise tax reporting requirements. Learn more at [www.comptroller.texas.gov/taxes/franchise/](http://www.comptroller.texas.gov/taxes/franchise/). An information report (Form 05-102 or Form 05-167) must be filed for each affiliate that is organized in Texas or that has a physical presence in Texas.

**Texas Comptroller Official Use Only**



VE/DE	<input type="checkbox"/>	FM	<input type="checkbox"/>
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7002

**TAB 4**

Detailed Description of the Project

*Provide a detailed description of the scope of the proposed project, including, at a minimum, the type and planned use of real and tangible personal property, the nature of the business, a timeline for property construction or installation, and any other relevant information.*

Jumbo Hill Wind Project, LLC (Jumbo Hill) is requesting an appraised value limitation from Andrews Independent School District (ISD) for the Jumbo Hill Wind Project (the "Project"), a proposed wind powered electric generating facility in Andrews County. The proposed Andrews ISD Project (this application) will be constructed within Reinvestment Zones that will be established by Andrews County. A map showing the location of the project is included in TAB 11.

The proposed Project is anticipated to have a capacity of approximately 160 MW located in Andrews ISD. The exact number and location of wind turbines and size of each turbine will vary depending upon ongoing wind and siting analysis, turbine manufacturer's availability, prices, and the megawatt generating capacity of the Project when completed. Current estimated plans are to install 63 of the 2.52 MW GE turbines with all turbines located in Andrews ISD. The Applicant requests a value limitation for all facilities and equipment installed for the Project, including but not limited to, wind turbines, towers, foundations, roadways, an O&M building, meteorological towers, collection system, communication system, electric substation, electric switchyard, electric transformers, transmission line and associated towers, and interconnection facilities.

Full construction of the Project is anticipated to begin in the 1st Quarter of 2019 with completion by December 31, 2019.

*\*NOTE:* The map in TAB 11 shows the potential locations of 63 of the wind turbines, an O&M building and a collector substation within Andrews ISD boundaries; however, the final number of turbines and the location of each of these facilities is dependent upon ongoing negotiations with power purchasers and other factors.

**TAB 5**

*Documentation to assist in determining if limitation is a determining factor.*

ENGIE manages a range of energy businesses in the United States and Canada, including retail energy sales and energy services to commercial, industrial and residential customers, natural gas and liquefied natural gas (LNG) distribution and sales, and electricity generation and cogeneration.

In the United States and Canada, ENGIE owns and/or operates cogeneration, steam, and chilled water facilities, including more than 1,000 MW in the portfolio produced by combined heat and power (CHP) units located within commercial or industrial facilities and using waste heat from an onsite generation system to provide for heating and chilling needs. The North America renewables portfolio consists of wind, solar and biomass/biogas assets, with a capacity of close to 1,000 MW. In Canada, ENGIE is among the Top 5 wind developers, with assets in Ontario, the Maritimes and British Columbia.

Engie is keen to develop and build the proposed Jumbo Hill Wind Project as per this application, but since this Project is still in the early stages of development, further investment could be, if necessary, redeployed to other counties and states competing for similar solar projects. Engie is active in states throughout the United States, where each project individually competes for a finite pool of capital investment. State and local tax incentives contribute to the lowering of the cost of power sold to our customers and making our investment more viable and marketable. Engie has various projects in development throughout the country and are continually comparing investment opportunities, rate of return, and market viability of each project based upon project financial metrics. For example, Engie currently has ongoing project developments in many states, including but not limited to, Colorado, Indiana, Kansas, Minnesota, Nebraska, New Mexico, North Dakota and South Dakota.

Jumbo Hill has begun typical early stage due diligence to consider the feasibility of constructing a wind facility at this site. As such, certain contracts have been executed, including agreements to site and install meteorological monitoring equipment, lease and easement agreements with landowners, contracts with environmental contractors to explore environmental impacts of the potential project and an Interconnection Agreement with the transmission provider. None of these contracts obligate Jumbo Hill to construct the project.

Due to the extremely competitive power market in Texas most if not all PPA's economic model assumptions are based on the Project securing this Chapter 313 appraised value limitation and other local tax incentives. The property tax liabilities

## **Jumbo Hill Wind Project, LLC**

Chapter 313 Application to Andrews ISD

Cummings Westlake, LLC

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of a project without tax incentives in Texas lowers the return to investors and financiers to an unacceptable level at today's contracted power rates under a PPA. A signed PPA in the Texas market is at a much lower rate than other states because of competitively low electricity prices. Both parties of a PPA have an escape clause if the terms of the PPA cannot be met. Without the tax incentives in Texas, a project with a PPA becomes non-financeable. Therefore, this appraised value limitation is critical to the ability of the proposed Project to move forward as currently sited.

# Jumbo Hill Wind Project, LLC

Chapter 313 Application to Andrews ISD

Cummings Westlake, LLC

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## **TAB 6**

Description of how project is located in more than one district, including list of percentage in each district and, if determined to be a single unified project, documentation from the Office of the Governor (if applicable)

- |                                     |        |
|-------------------------------------|--------|
| 1) Andrews County                   | - 100% |
| 2) Andrews ISD                      | - 100% |
| 3) Andrews County Hospital District | - 100% |

**TAB 7**

*Description of Qualified Investment*

Jumbo Hill Wind Project, LLC plans to construct a 160 MW wind farm in Andrews County.

This application covers all qualified property within Andrews ISD necessary for the commercial operations of the proposed wind farm described in Tab 4. One hundred and sixty megawatts (160 MW) will be located in Andrews ISD. Turbine placement is subject to change but for purposes of this application, the Project anticipates using 63 of the 2.52 MW turbines manufactured by GE.

This application covers all qualified investment and qualified property necessary for the commercial operations of the wind farm.

Qualified Investment and qualified property includes, but is not limited to, turbines, towers, foundations, transformers, pad mounts, an O&M building, underground collection systems, electric substation, transmission lines, electrical interconnections, met towers, roads, and control systems necessary for commercial generation of electricity.

*\*NOTE:* The map in TAB 11 shows the potential locations of 63 of the wind turbines, an O&M building and a collector substation within Andrews ISD boundaries; however, the final number of turbines and the location of each of these facilities is dependent upon ongoing negotiations with power purchasers and other factors.

**TAB 8**

*Description of Qualified Property*

Jumbo Hill Wind Project, LLC plans to construct a 160 MW wind farm in Andrews County.

This application covers all qualified property within Andrews ISD necessary for the commercial operations of the proposed wind farm described in Tab 4. One hundred and sixty megawatts (160 MW) will be located in Andrews ISD. Turbine placement is subject to change but for purposes of this application, the Project anticipates using 63 of the 2.52 MW turbines manufactured by GE.

This application covers all qualified investment and qualified property necessary for the commercial operations of the wind farm.

Qualified Investment and qualified property includes, but is not limited to, turbines, towers, foundations, transformers, pad mounts, an O&M building, underground collection systems, electric substation, transmission lines, electrical interconnections, met towers, roads, and control systems necessary for commercial generation of electricity.

*\*NOTE:* The map in TAB 11 shows the potential locations of 63 of the wind turbines, an O&M building and a collector substation within Andrews ISD boundaries; however, the final number of turbines and the location of each of these facilities is dependent upon ongoing negotiations with power purchasers and other factors.

**Jumbo Hill Wind Project, LLC**

Chapter 313 Application to Andrews ISD

Cummings Westlake, LLC

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**TAB 9**

*Description of Land*

Not Applicable

**Jumbo Hill Wind Project, LLC**

Chapter 313 Application to Andrews ISD

Cummings Westlake, LLC

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**TAB 10**

*Description of all property not eligible to become qualified property (if applicable)*

Not Applicable

# Jumbo Hill Wind Project, LLC

Chapter 313 Application to Andrews ISD

Cummings Westlake, LLC

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## TAB 11

Maps that clearly show:

- a) Project vicinity
- b) Qualified investment including location of new building or new improvements
- c) Qualified property including location of new building or new improvements
- d) Existing property
- e) Land location within vicinity map
- f) Reinvestment or Enterprise Zone within vicinity map, showing the actual or proposed boundaries and size

# 10) Vicinity Map

CONFIDENTIAL

### Reference

NAD 1983 UTM Zone 13N



0 2.5 5 Miles

### Legend

#### Project Boundary



#### School Districts



#### County Borders



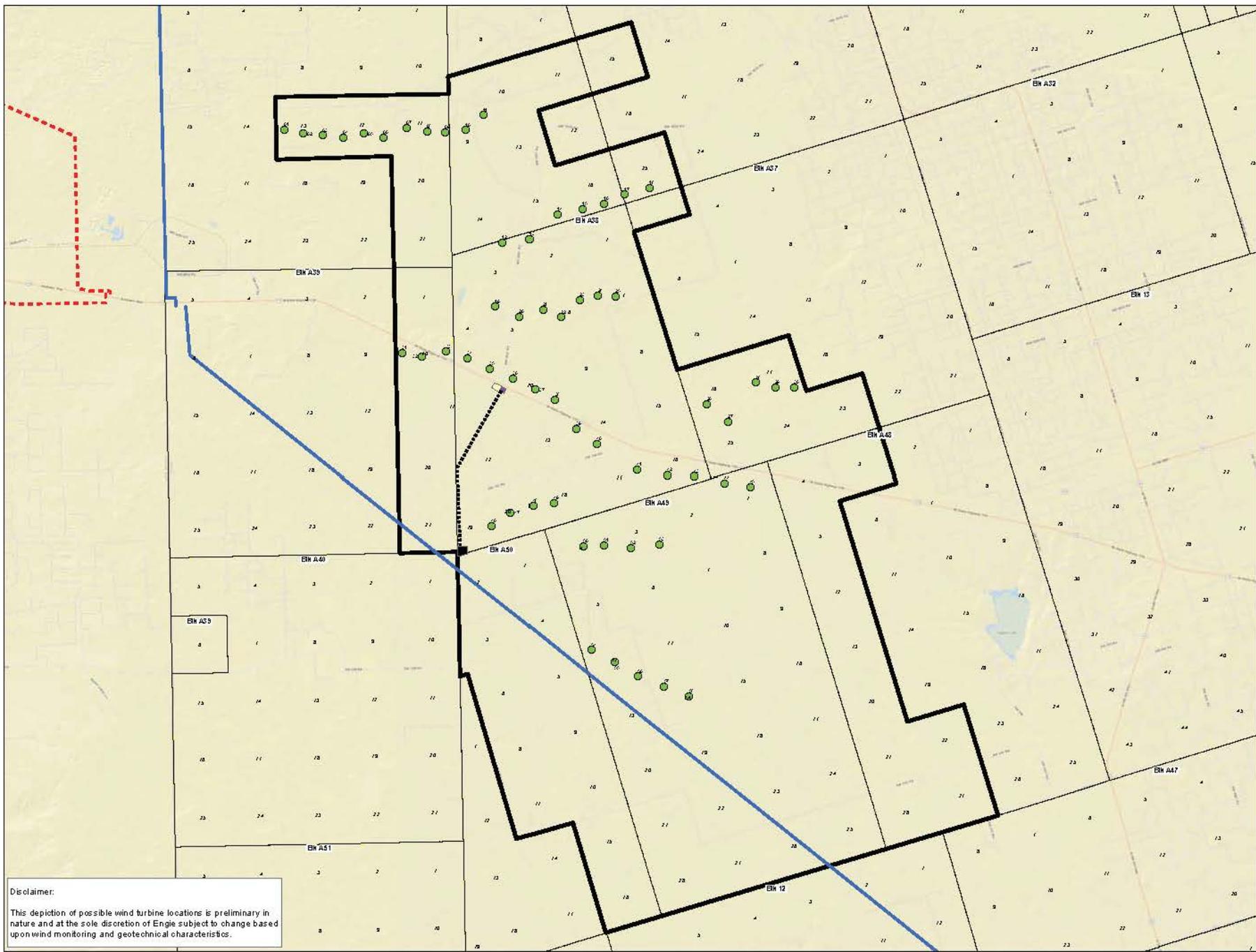
### Project Location



Jumbo Hill Wind Project

08/10/2018

# Tab 10) Map of Qualified Investment and Qualified Property



Reference

NAD 1983 UTM Zone 13N

0 1 2 Miles

Legend

- Proposed Gen-Tie
- Proposed O&M Facility
- Proposed POI (Onoor)
- Proposed Project Sub (ENGIE)

Preliminary Turbine Array

- Existing Transmission
- 115 kV
- 138 kV

Project Boundary & RZ Boundary



Jumbo Hill Wind Project

08/10/2015

Disclaimer:  
 This depiction of possible wind turbine locations is preliminary in nature and at the sole discretion of Engie subject to change based upon wind monitoring and geotechnical characteristics.

**Jumbo Hill Wind Project, LLC**

Chapter 313 Application to Andrews ISD

Cummings Westlake, LLC

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**TAB 12**

*Request for Waiver of Job Creation Requirement and supporting information (if applicable)*

See Attached



CUMMINGS WESTLAKE  
PROPERTY TAX ADVISORS

September 6, 2018

Dr. Bobby Azam  
Superintendent  
Andrews Independent School District  
405 NW 3<sup>rd</sup> St.  
Andrews, TX 79714

**Re: Chapter 313 Jobs Waiver Request**

Dear Superintendent Azam,

Jumbo Hill Wind Project, LLC requests that the Andrews Independent School District's Board of Trustees waive the job requirement provision as allowed by Section 313.025(f-1) of the Tax Code. This waiver would be based on the school district's board findings that the jobs creation requirement exceeds the industry standard for the number of employees reasonably necessary for the operation of the facility of the property owner that is described in the application.

Jumbo Hill Wind Project, LLC requests that the Board of Trustees make such a finding and waive the job creation requirement for 10 permanent jobs. In line with industry standards for job requirements, Jumbo Hill Wind Project, LLC has committed to create five total jobs for the project.

Wind projects create a large number of full and part-time, but temporary jobs during the construction phase of the project and require a relatively small number of highly skilled technicians to operate and maintain the project after commercial operation commences.

The number of jobs specified in this application is in line with the industry standards for a wind farm of this scope and size. The industry standard for employment is typically one full-time employee for approximately every 15 turbines. This number may vary depending on the operations and maintenance requirements of the turbines selected as well as the support and technical assistance offered by the turbine manufacturer. This is evidenced by

previously filed limitation agreement applications by wind developers who also requested a waiver of the job requirements.

Sincerely,

A handwritten signature in black ink that reads "J. West Jackson". The signature is written in a cursive style with a long horizontal flourish extending to the right.

Wes Jackson  
Partner  
Cummings Westlake, LLC

**TAB 13**

*Calculation of three possible wage requirements with TWC documentation*

- Andrews County average weekly wage for all jobs (all industries)
- Andrews County average weekly wage for all jobs (manufacturing)
- See attached Council of Governments Regional Wage Calculation and Documentation

**JUMBO HILL WIND PROJECT, LLC  
TAB 13 TO CHAPTER 313 APPLICATION**

**ANDREWS COUNTY  
CHAPTER 313 WAGE CALCULATION - ALL JOBS - ALL INDUSTRIES**

QUARTER	YEAR	AVG WEEKLY WAGES*	ANNUALIZED
FIRST	2018	\$ 1,261	\$ 65,572
SECOND	2017	\$ 1,135	\$ 59,020
THIRD	2017	\$ 1,167	\$ 60,684
FOURTH	2017	\$ 1,271	\$ 66,092
AVERAGE		\$ 1,208.50	\$ 62,842

**ANDREWS COUNTY  
CHAPTER 313 WAGE CALCULATION - MANUFACTURING JOBS**

QUARTER	YEAR	AVG WEEKLY WAGES*	ANNUALIZED
FIRST	2018	\$ 992	\$ 51,584
SECOND	2017	\$ 952	\$ 49,504
THIRD	2017	\$ 893	\$ 46,436
FOURTH	2017	\$ 1,001	\$ 52,052
AVERAGE		\$ 960	\$ 49,894
X		110%	110%
		\$ 1,055.45	\$ 54,883.40

**CHAPTER 313 WAGE CALCULATION - REGIONAL WAGE RATE**

	YEAR	AVG WEEKLY WAGES*	ANNUALIZED
Permian Basin	2017	\$ 1,050	\$ 54,576
X		110%	110%
		\$ 1,154.49	\$ 60,034

\* SEE ATTACHED TWC DOCUMENTATION

## Quarterly Employment and Wages (QCEW)

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Page 1 of 1 (40 results/page)

 Year	 Period	 Area	 Ownership	 Division	 Level	 Ind Code	 Industry	 Avg Weekly Wages
2018	1st Qtr	Andrews County	Total All	00	0	10	Total, all industries	\$1,261
2017	2nd Qtr	Andrews County	Total All	00	0	10	Total, all industries	\$1,135
2017	3rd Qtr	Andrews County	Total All	00	0	10	Total, all industries	\$1,167
2017	4th Qtr	Andrews County	Total All	00	0	10	Total, all industries	\$1,271

## Quarterly Employment and Wages (QCEW)

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Page 1 of 1 (40 results/page)

 Year	 Period	 Area	 Ownership	 Division	 Level	 Ind Code	 Industry	 Avg Weekly Wages
2018	1st Qtr	Andrews County	Private	31	2	31-33	Manufacturing	\$992
2017	2nd Qtr	Andrews County	Private	31	2	31-33	Manufacturing	\$952
2017	3rd Qtr	Andrews County	Private	31	2	31-33	Manufacturing	\$893
2017	4th Qtr	Andrews County	Private	31	2	31-33	Manufacturing	\$1,001

**2017 Manufacturing Average Wages by Council of Government Region  
Wages for All Occupations**

COG	Wages	
	Hourly	Annual
<b>Texas</b>	<b>\$26.24</b>	<b>\$54,587</b>
<a href="#"><u>1. Panhandle Regional Planning Commission</u></a>	\$23.65	\$49,190
<a href="#"><u>2. South Plains Association of Governments</u></a>	\$19.36	\$40,262
<a href="#"><u>3. NORTEX Regional Planning Commission</u></a>	\$23.46	\$48,789
<a href="#"><u>4. North Central Texas Council of Governments</u></a>	\$26.80	\$55,747
<a href="#"><u>5. Ark-Tex Council of Governments</u></a>	\$18.59	\$38,663
<a href="#"><u>6. East Texas Council of Governments</u></a>	\$21.07	\$43,827
<a href="#"><u>7. West Central Texas Council of Governments</u></a>	\$21.24	\$44,178
<a href="#"><u>8. Rio Grande Council of Governments</u></a>	\$18.44	\$38,351
<a href="#"><u>9. Permian Basin Regional Planning Commission</u></a>	\$26.24	\$54,576
<a href="#"><u>10. Concho Valley Council of Governments</u></a>	\$19.67	\$40,924
<a href="#"><u>11. Heart of Texas Council of Governments</u></a>	\$21.53	\$44,781
<a href="#"><u>12. Capital Area Council of Governments</u></a>	\$31.49	\$65,497
<a href="#"><u>13. Brazos Valley Council of Governments</u></a>	\$17.76	\$39,931
<a href="#"><u>14. Deep East Texas Council of Governments</u></a>	\$17.99	\$37,428
<a href="#"><u>15. South East Texas Regional Planning Commission</u></a>	\$34.98	\$72,755
<a href="#"><u>16. Houston-Galveston Area Council</u></a>	\$28.94	\$60,202
<a href="#"><u>17. Golden Crescent Regional Planning Commission</u></a>	\$26.94	\$56,042
<a href="#"><u>18. Alamo Area Council of Governments</u></a>	\$22.05	\$48,869
<a href="#"><u>19. South Texas Development Council</u></a>	\$15.07	\$31,343
<a href="#"><u>20. Coastal Bend Council of Governments</u></a>	\$28.98	\$60,276
<a href="#"><u>21. Lower Rio Grande Valley Development Council</u></a>	\$17.86	\$37,152
<a href="#"><u>22. Texoma Council of Governments</u></a>	\$21.18	\$44,060
<a href="#"><u>23. Central Texas Council of Governments</u></a>	\$19.30	\$40,146
<a href="#"><u>24. Middle Rio Grande Development Council</u></a>	\$24.07	\$50,058

Source: Texas Occupational Employment and Wages

Data published: July 2018

Data published annually, next update will be July 31, 2019

Note: Data is not supported by the Bureau of Labor Statistics (BLS).

Wage data is produced from Texas OES data, and is not to be compared to BLS estimates.

Data intended for TAC 313 purposes only.

**Jumbo Hill Wind Project, LLC**

Chapter 313 Application to Andrews ISD

Cummings Westlake, LLC

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**TAB 14**

*Schedules A1, A2, B, C and D completed and signed Economic Impact (if applicable)*

See attached Schedules A1, A2, B, C and D

**Schedule A1: Total Investment for Economic Impact (through the Qualifying Time Period)**

Date **9/6/2018**  
 Applicant Name **Jumbo Hill Wind Project, LLC**  
 ISD Name **Andrews ISD**

Form 50-296A

Revised May 2014

PROPERTY INVESTMENT AMOUNTS								
(Estimated Investment in each year. Do not put cumulative totals.)								
	Year	School Year (YYYY)	Tax Year (Fill in actual tax year below) (YYYY)	Column A New investment (original cost) in <b>tangible personal property</b> placed in service during this year that will become Qualified Property	Column B New investment made during this year in <b>buildings or permanent nonremovable components of buildings</b> that will become Qualified Property	Column C Other new investment made during this year that will <u>not</u> become Qualified Property [SEE NOTE]	Column D Other new investment made during this year that may become Qualified Property [SEE NOTE]	Column E <b>Total Investment</b> (Sum of Columns A+B+C+D)
Investment made before filing complete application with district				Not e gible to become Qual f ed Property			[The only other investment made before filing complete application with district that may become Qualified Property is land.]	0
Investment made after filing complete application with district, but before final board approval of application	--	Year preceding the first complete tax year of the qualifying time period (assuming no deferrals of qualifying time period)	2019	0	0	0	0	0
Investment made after final board approval of application and before Jan. 1 of first complete tax year of qualifying time period				169,400,001	599,999	0	0	170,000,000
Complete tax years of qualifying time period	QTP1	2020-2021	2020	0	0	0	0	0
	QTP2	2021-2022	2021	0	0	0	0	0
<b>Total Investment through Qualifying Time Period [ENTER this row in Schedule A2]</b>				169,400,001	599,999	0	0	170,000,000
				<b>Enter amounts from TOTAL row above in Schedule A2</b>				
<b>Total Qualified Investment (sum of green cells)</b>				170,000,000				

For All Columns: List amount invested each year, not cumulative totals.

Column A: This represents the total dollar amount of planned investment in tangible personal property. Only include estimates of investment for "replacement" property if the property is specifically described in the application. Only tangible personal property that is specifically described in the application can become qualified property.

Column B: The total dollar amount of planned investment each year in buildings or nonremovable component of buildings.

Column C: Dollar value of other investment that may affect economic impact and total value. Examples of other investment that will not become qualified property include investment meeting the definition of 313.021(1) but not creating a new improvement as defined by TAC 9.1051. This is proposed property that functionally replaces existing property; is used to maintain, refurbish, renovate, modify or upgrade existing property; or is affixed to existing property—described in SECTION 13, question #5 of the application.

Column D: Dollar value of other investment that may affect economic impact and total value. Examples of other investment that may result in qualified property are land or professional services.

Total Investment: Add together each cell in a column and enter the sum in the blue total investment row. Enter the data from this row into the first row in Schedule A2.

Qualified Investment: For the green qualified investment cell, enter the sum of all the green-shaded cells.

**Schedule A2: Total Investment for Economic Impact (including Qualified Property and other investments)**

PROPERTY INVESTMENT AMOUNTS									
(Estimated Investment in each year. Do not put cumulative totals.)									
				Column A	Column B	Column C	Column D	Column E	
	Year	School Year (YYYY-YYYY)	Tax Year (Fill in actual tax year below) YYYY	New investment (original cost) in <b>tangible personal property</b> placed in service during this year that will become Qualified Property	New investment made during this year in <b>buildings or permanent nonremovable components of buildings</b> that will become Qualified Property	Other investment made during this year that will <u>not</u> become Qualified Property [SEE NOTE]	Other investment made during this year that will become Qualified Property [SEE NOTE]	Total Investment (A+B+C+D)	
Total Investment from Schedule A1*				Enter amounts from TOTAL row in Schedule A1 in the row below					
				169,400,001	599,999	0	0	170,000,000	
Each year prior to start of value limitation period** <i>Insert as many rows as necessary</i>		0	2019-2020	2019	0	0	0	0	
Value limitation period***		1	2020-2021	2020	0	0	0	0	
		2	2021-2022	2021	0	0	0	0	
		3	2022-2023	2022	0	0	0	0	
		4	2023-2024	2023	0	0	0	0	
		5	2024-2025	2024	0	0	0	0	
		6	2025-2026	2025	0	0	0	0	
		7	2026-2027	2026	0	0	0	0	
		8	2027-2028	2027	0	0	0	0	
		9	2028-2029	2028	0	0	0	0	
		10	2029-2030	2029	0	0	0	0	
<b>Total Investment made through limitation</b>				169,400,001	599,999	0	0	170,000,000	
Continue to maintain viable presence		11	2030-2031	2030			0		0
		12	2031-2032	2031			0		0
		13	2032-2033	2032			0		0
		14	2033-2034	2033			0		0
		15	2034-2035	2034			0		0
Additional years for 25 year economic impact as required by 313.026(c)(1)		16	2035-2036	2035			0		0
		17	2036-2037	2036			0		0
		18	2037-2038	2037			0		0
		19	2038-2039	2038			0		0
		20	2039-2040	2039			0		0
		21	2040-2041	2040			0		0
		22	2041-2042	2041			0		0
		23	2042-2043	2042			0		0
		24	2043-2044	2043			0		0
		25	2044-2045	2044			0		0

\* All investments made through the qualifying time period are captured and totaled on Schedule A1 [blue box] and incorporated into this schedule in the **first row**.

\*\* Only investment made during deferrals of the start of the limitation (after the end of qualifying time period but before the start of the Value Limitation Period) should be included in the "year prior to start of value limitation period" row(s). If the limitation starts at the end of the qualifying time period or the qualifying time period overlaps the limitation, no investment should be included on this line.

\*\*\* If your qualifying time period will overlap your value limitation period, do not also include investment made during the qualifying time period in years 1 and/or 2 of the value limitation period, depending on the overlap. Only include investments/years that were **not** captured on Schedule A1.

For All Columns: List amount invested each year, not cumulative totals. Only include investments in the remaining rows of Schedule A2 that were not captured on Schedule A1.

Column A: This represents the total dollar amount of planned investment in tangible personal property. Only include estimates of investment for "replacement" property if the property is specifically described in the application.

Only tangible personal property that is specifically described in the application can become qualified property.

Column B: The total dollar amount of planned investment each year in buildings or nonremovable component of buildings.

Column C: Dollar value of other investment that may affect economic impact and total value. Examples of other investment that will not become qualified property include investment meeting the definition of 313.021(1) but not creating a new improvement as defined by TAC 9.1051. This is proposed property that functionally replaces existing property; is used to maintain, refurbish, renovate, modify or upgrade existing property; or is affixed to existing property—described in SECTION 13, question #5 of the application.

Column D: Dollar value of other investment that may affect economic impact and total value. Examples of other investment that may result in qualified property are land or professional services.

**Schedule B: Estimated Market And Taxable Value (of Qualified Property Only)**

Date

**9/6/2018**

Applicant Name

**Jumbo Hill Wind Project, LLC**

**Form 50-296A**

ISD Name

Andrews ISD

Revised May 2014

				Qualified Property			Estimated Taxable Value		
	Year	School Year (YYYY-YYYY)	Tax Year (Fill in actual tax year) YYYY	Estimated Market Value of Land	Estimated Total Market Value of new buildings or other new improvements	Estimated Total Market Value of tangible personal property in the new buildings or "in or on the new improvements"	Market Value less any exemptions (such as pollution control) and before limitation	Final taxable value for I&S after all reductions	Final taxable value for M&O after all reductions
Each year prior to start of Value Limitation Period <i>Insert as many rows as necessary</i>	0	2019-2020	2019	0	0	0	0	0	0
Value Limitation Period	1	2020-2021	2020	0	587,999	162,624,001	163,212,000	163,212,000	30,000,000
	2	2021-2022	2021	0	573,299	149,614,081	150,187,380	150,187,380	30,000,000
	3	2022-2023	2022	0	558,967	137,644,954	138,203,921	138,203,921	30,000,000
	4	2023-2024	2023	0	544,993	126,633,358	127,178,351	127,178,351	30,000,000
	5	2024-2025	2024	0	531,368	116,502,689	117,034,057	117,034,057	30,000,000
	6	2025-2026	2025	0	518,084	107,182,474	107,700,558	107,700,558	30,000,000
	7	2026-2027	2026	0	505,132	98,607,876	99,113,008	99,113,008	30,000,000
	8	2027-2028	2027	0	492,504	90,719,246	91,211,750	91,211,750	30,000,000
	9	2028-2029	2028	0	480,191	83,461,707	83,941,898	83,941,898	30,000,000
	10	2029-2030	2029	0	468,186	76,784,770	77,252,956	77,252,956	30,000,000
Continue to maintain viable presence	11	2030-2031	2030	0	456,481	70,641,988	71,098,469	71,098,469	71,098,469
	12	2031-2032	2031	0	445,069	64,990,629	65,435,698	65,435,698	65,435,698
	13	2032-2033	2032	0	433,942	59,791,379	60,225,321	60,225,321	60,225,321
	14	2033-2034	2033	0	423,093	55,008,069	55,431,162	55,431,162	55,431,162
	15	2034-2035	2034	0	412,516	50,607,423	51,019,939	51,019,939	51,019,939
Additional years for 25 year economic impact as required by 313.026(c)(1)	16	2035-2036	2035	0	402,203	46,558,829	46,961,032	46,961,032	46,961,032
	17	2036-2037	2036	0	392,148	42,834,123	43,226,271	43,226,271	43,226,271
	18	2037-2038	2037	0	382,344	39,407,393	39,789,737	39,789,737	39,789,737
	19	2038-2039	2038	0	372,785	36,254,802	36,627,587	36,627,587	36,627,587
	20	2039-2040	2039	0	363,465	33,354,418	33,717,883	33,717,883	33,717,883
	21	2040-2041	2040	0	354,378	30,686,064	31,040,442	31,040,442	31,040,442
	22	2041-2042	2041	0	345,519	28,231,179	28,576,698	28,576,698	28,576,698
	23	2042-2043	2042	0	336,881	25,972,685	26,309,566	26,309,566	26,309,566
	24	2043-2044	2043	0	328,459	23,894,870	24,223,329	24,223,329	24,223,329
	25	2044-2045	2044	0	320,248	21,983,280	22,303,528	22,303,528	22,303,528

Notes: Market value in future years is good faith estimate of future taxable value for the purposes of property taxation.  
Only include market value for eligible property on this schedule.

**Schedule C: Employment Information**

Date 9/6/2018  
 Applicant Name Jumbo Hill Wind Project, LLC  
 ISD Name Andrews ISD

**Form 50-296A**  
 Revised May 2014

				Construction		Non-Qualifying Jobs	Qualifying Jobs	
				Column A	Column B	Column C	Column D	Column E
	Year	School Year (YYYY-YYYY)	Tax Year (Actual tax year) YYYY	Number of Construction FTE's or man-hours (specify)	Average annual wage rates for construction workers	Number of non-qualifying jobs applicant estimates it will create (cumulative)	Number of new qualifying jobs applicant commits to create meeting all criteria of Sec. 313.021(3) (cumulative)	Average annual wage of new qualifying jobs
Each year prior to start of Value Limitation Period <i>Insert as many rows as necessary</i>	0	2019-2020	2019	200 FTE	45,000	0	0	0
Value Limitation Period <i>The qualifying time period could overlap the value limitation period.</i>	1	2020-2021	2020	N/A	N/A	0	5	56,428
	2	2021-2022	2021	N/A	N/A	0	5	56,428
	3	2022-2023	2022	N/A	N/A	0	5	56,428
	4	2023-2024	2023	N/A	N/A	0	5	56,428
	5	2024-2025	2024	N/A	N/A	0	5	56,428
	6	2025-2026	2025	N/A	N/A	0	5	56,428
	7	2026-2027	2026	N/A	N/A	0	5	56,428
	8	2027-2028	2027	N/A	N/A	0	5	56,428
	9	2028-2029	2028	N/A	N/A	0	5	56,428
	10	2029-2030	2029	N/A	N/A	0	5	56,428
Years Following Value Limitation Period	11 through 25	2029-2044	2029-2044	N/A	N/A	0	5	56,428

Notes: See TAC 9.1051 for definition of non-qualifying jobs.  
 Only include jobs on the project site in this school district.

- C1.** Are the cumulative number of qualifying jobs listed in Column D less than the number of qualifying jobs required by statute? (25 qualifying jobs in Subchapter B districts, 10 qualifying jobs in Subchapter C districts)  Yes  No  
 If yes, answer the following two questions:
- C1a.** Will the applicant request a job waiver, as provided under 313.025(f-1)?  Yes  No
- C1b.** Will the applicant avail itself of the provision in 313.021(3)(F)?  Yes  No

**Schedule D: Other Incentives (Estimated)**

**Date** 9/6/2018  
**Applicant Name** Jumbo Hill Wind Project, LLC  
**ISD Name** Andrews ISD

**Form 50-296A**  
 Revised May 2014

State and Local Incentives for which the Applicant intends to apply (Estimated)						
Incentive Description	Taxing Entity (as applicable)	Beginning Year of Benefit	Duration of Benefit	Annual Tax Levy without Incentive	Annual Incentive	Annual Net Tax Levy
Tax Code Chapter 311	County:	N/A	N/A	N/A	N/A	N/A
	City:	N/A	N/A	N/A	N/A	N/A
	Other:	N/A	N/A	N/A	N/A	N/A
Tax Code Chapter 312	County: Andrews County	2020	10 Years	Avg. \$694,000	100%	0
	City:	N/A	N/A	N/A	N/A	N/A
	Other:	N/A	N/A	N/A	N/A	N/A
Local Government Code Chapters 380/381	County:	N/A	N/A	N/A	N/A	N/A
	City:	N/A	N/A	N/A	N/A	N/A
	Other: Andrews County HD	2020	10 Years	Avg. \$576,000	100%	0
Freeport Exemptions	N/A	N/A	N/A	N/A	N/A	N/A
Non-Annexation Agreements	N/A	N/A	N/A	N/A	N/A	N/A
Enterprise Zone/Project	N/A	N/A	N/A	N/A	N/A	N/A
Economic Development Corporation	N/A	N/A	N/A		N/A	
Texas Enterprise Fund	N/A	N/A	N/A		N/A	
Employee Recruitment	N/A	N/A	N/A		N/A	
Skills Development Fund	N/A	N/A	N/A		N/A	
Training Facility Space and Equipment	N/A	N/A	N/A		N/A	
Infrastructure Incentives	N/A	N/A	N/A		N/A	
Permitting Assistance	N/A	N/A	N/A		N/A	
Other:	N/A	N/A	N/A		N/A	
Other:	N/A	N/A	N/A		N/A	
Other:	N/A	N/A	N/A		N/A	
Other:	N/A	N/A	N/A		N/A	
<b>TOTAL</b>				Avg. \$1,270,000		0

Additional information on incentives for this project:

**Jumbo Hill Wind Project, LLC**

Chapter 313 Application to Andrews ISD

Cummings Westlake, LLC

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**TAB 15**

*Economic Impact Analysis, other payments made in the state or other economic information (if applicable)*

None

# Jumbo Hill Wind Project, LLC

Chapter 313 Application to Andrews ISD

Cummings Westlake, LLC

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## TAB 16

*Description of Reinvestment Zone or Enterprise Zone, including:*

- a) Evidence that the area qualifies as a enterprise zone as defined by the Governor's office*
- b) Legal description of reinvestment zone\**
- c) Order, resolution, or ordinance established the reinvestment zone\**
- d) Guidelines and criteria for creating the zone\**

Will be submitted once Andrews County establishes the Reinvestment Zone

**Jumbo Hill Wind Project, LLC**

Chapter 313 Application to Andrews ISD

Cummings Westlake, LLC

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**TAB 17**

*Signature and Certification page, signed and dated by Authorized School District Representative and Authorized Company Representative (applicant)*

See Attached

**SECTION 16: Authorized Signatures and Applicant Certification**

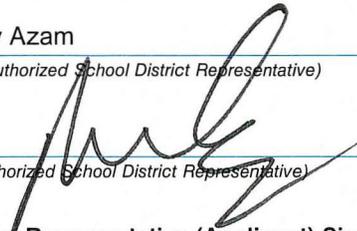
After the application and schedules are complete, an authorized representative from the school district and the business should review the application documents and complete this authorization page. Attach the completed authorization page in **Tab 17**. **NOTE:** If you amend your application, you will need to obtain new signatures and resubmit this page, Section 16, with the amendment request.

**1. Authorized School District Representative Signature**

I am the authorized representative for the school district to which this application is being submitted. I understand that this application is a government record as defined in Chapter 37 of the Texas Penal Code.

**print here** ▶ Dr. Bobby Azam  
Print Name (Authorized School District Representative)

Superintendent  
Title

**sign here** ▶   
Signature (Authorized School District Representative)

SEPT 11, 2018  
Date

**2. Authorized Company Representative (Applicant) Signature and Notarization**

I am the authorized representative for the business entity for the purpose of filing this application. I understand that this application is a government record as defined in Chapter 37 of the Texas Penal Code. The information contained in this application and schedules is true and correct to the best of my knowledge and belief.

I hereby certify and affirm that the business entity I represent is in good standing under the laws of the state in which the business entity was organized and that no delinquent taxes are owed to the State of Texas.

**print here** ▶ Matt Riley  
Print Name (Authorized Company Representative (Applicant))

Senior Vice President, Head of US Wind  
Title

**sign here** ▶   
Signature (Authorized Company Representative (Applicant))

9/10/2018  
Date

See attached

GIVEN under my hand and seal of office this, the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the State of Texas

My Commission expires: \_\_\_\_\_

(Notary Seal)

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of Santa Barbara )

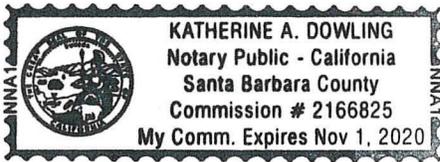
On September 10, 2018 before me Katherine A. Dowling, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Matt T. Riley  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Katherine A. Dowling  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

# O'HANLON, DEMERATH & CASTILLO

ATTORNEYS & COUNSELORS AT LAW

808 WEST AVE

AUSTIN, TEXAS 78701

TELEPHONE: (512) 494-9949

FACSIMILIE: (512) 494-9919

**KEVIN O'HANLON**  
CERTIFIED, CIVIL APPELLATE  
CERTIFIED, CIVIL TRIAL

**JUSTIN DEMERATH**

**BENJAMIN CASTILLO**

December 7, 2018

Local Government Assistance & Economic Analysis  
Texas Comptroller of Public Accounts  
P.O. Box 13528  
Austin, Texas 78711-3528

RE: 1301-Amended Application to the Andrews Independent School District  
from Jumbo Hill Wind Project, LLC

To the Local Government Assistance & Economic Analysis Division:

Enclosed is Amendment001 to Andrews ISD from Jumbo Hill Wind Project, LLC. The following changes have been made:

1. Tab 5 has been updated
2. Tabs 7 and 8 have been updated
3. Tab 11 has been updated
4. Tab 13 Wages has been updated
5. Tab 14 has been updated
6. New Signature Page

Sincerely,



Kevin O'Hanlon  
School District Consultant

Cc: Jumbo Hill Wind Project, LLC  
Andrews County Appraisal District

SECTION 14: Wage and Employment Information

1. What is the estimated number of permanent jobs (more than 1,600 hours a year), with the applicant or a contractor of the applicant, on the proposed qualified property during the last complete quarter before the application review start date (date your application is finally determined to be complete)? ..... 0
2. What is the last complete calendar quarter before application review start date:  
 First Quarter     Second Quarter     Third Quarter     Fourth Quarter of 2018  
(year)
3. What were the number of permanent jobs (more than 1,600 hours a year) this applicant had in Texas during the most recent quarter reported to the Texas Workforce Commission (TWC)? ..... 0  
**Note:** For job definitions see TAC §9.1051 and Tax Code §313.021(3).
4. What is the number of new qualifying jobs you are committing to create? ..... 5
5. What is the number of new non-qualifying jobs you are estimating you will create? ..... 0
6. Do you intend to request that the governing body waive the minimum new qualifying job creation requirement, as provided under Tax Code §313.025(f-1)? .....  Yes     No
  - 6a. If yes, attach evidence in **Tab 12** documenting that the new qualifying job creation requirement above exceeds the number of employees necessary for the operation, according to industry standards.
7. Attach in **Tab 13** the four most recent quarters of data for each wage calculation below, including documentation from the TWC website. The final actual statutory minimum annual wage requirement for the applicant for each qualifying job — which may differ slightly from this estimate — will be based on information from the four quarterly periods for which data were available at the time of the application review start date (date of a completed application). See TAC §9.1051(21) and (22).
  - a. Average weekly wage for all jobs (all industries) in the county is ..... 1,243.50
  - b. 110% of the average weekly wage for manufacturing jobs in the county is ..... 1,085.15
  - c. 110% of the average weekly wage for manufacturing jobs in the region is ..... 1,154.49
8. Which Tax Code section are you using to estimate the qualifying job wage standard required for this project? .....  §313.021(5)(A) or  §313.021(5)(B)
9. What is the minimum required annual wage for each qualifying job based on the qualified property? ..... 56,427.80
10. What is the annual wage you are committing to pay for each of the new qualifying jobs you create on the qualified property? ..... 56,430.00
11. Will the qualifying jobs meet all minimum requirements set out in Tax Code §313.021(3)? .....  Yes     No
12. Do you intend to satisfy the minimum qualifying job requirement through a determination of cumulative economic benefits to the state as provided by §313.021(3)(F)? .....  Yes     No
  - 12a. If yes, attach in **Tab 12** supporting documentation from the TWC, pursuant to §313.021(3)(F).
13. Do you intend to rely on the project being part of a single unified project, as allowed in §313.024(d-2), in meeting the qualifying job requirements? .....  Yes     No
  - 13a. If yes, attach in **Tab 6** supporting documentation including a list of qualifying jobs in the other school district(s).

SECTION 15: Economic Impact

1. Complete and attach Schedules A1, A2, B, C, and D in **Tab 14**. Note: Excel spreadsheet versions of schedules are available for download and printing at URL listed below.
2. Attach an Economic Impact Analysis, if supplied by other than the Comptroller's Office, in **Tab 15**. (*not required*)
3. If there are any other payments made in the state or economic information that you believe should be included in the economic analysis, attach a separate schedule showing the amount for each year affected, including an explanation, in **Tab 15**.

**Jumbo Hill Wind Project, LLC**

Chapter 313 Application to Andrews ISD

Cummings Westlake, LLC

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**TAB 4**

## Detailed Description of the Project

*Provide a detailed description of the scope of the proposed project, including, at a minimum, the type and planned use of real and tangible personal property, the nature of the business, a timeline for property construction or installation, and any other relevant information.*

Jumbo Hill Wind Project, LLC (Jumbo Hill) is requesting an appraised value limitation from Andrews Independent School District (ISD) for the Jumbo Hill Wind Project (the "Project"), a proposed wind powered electric generating facility in Andrews County. The proposed Andrews ISD Project (this application) will be constructed within Reinvestment Zones that will be established by Andrews County. The estimated acreage is 36,000 acres. A map showing the location of the project is included in TAB 11.

The proposed Project is anticipated to have a capacity of approximately 160 MW located in Andrews ISD. The exact number and location of wind turbines and size of each turbine will vary depending upon ongoing wind and siting analysis, turbine manufacturer's availability, prices, and the megawatt generating capacity of the Project when completed. Current estimated plans are to install 63 of the 2.52 MW GE turbines with all turbines located in Andrews ISD. The Applicant requests a value limitation for all facilities and equipment installed for the Project, including but not limited to, wind turbines, towers, foundations, roadways, an O&M building, meteorological towers, collection system, communication system, electric substation, electric switchyard, electric transformers, transmission line and associated towers, and interconnection facilities.

Full construction of the Project is anticipated to begin in the 1st Quarter of 2019 with completion by December 31, 2019.

*\*NOTE:* The map in TAB 11 shows the potential locations of 63 of the wind turbines, an O&M building and a collector substation within Andrews ISD boundaries; however, the final number of turbines and the location of each of these facilities is dependent upon ongoing negotiations with power purchasers and other factors.

**Jumbo Hill Wind Project, LLC**

Chapter 313 Application to Andrews ISD

Cummings Westlake, LLC

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**TAB 5***Documentation to assist in determining if limitation is a determining factor.*

ENGIE North America (ENGIE) manages a range of energy businesses in the United States and Canada, including retail energy sales and energy services to commercial, industrial and residential customers, natural gas and liquefied natural gas (LNG) distribution and sales, and electricity generation and cogeneration.

In the United States and Canada, ENGIE owns and/or operates cogeneration, steam, and chilled water facilities, including more than 1,000 MW in the portfolio produced by combined heat and power (CHP) units located within commercial or industrial facilities and using waste heat from an onsite generation system to provide for heating and chilling needs. The North America renewables portfolio consists of wind, solar and biomass/biogas assets, with a capacity of close to 1,000 MW. In Canada, ENGIE is among the Top 5 wind developers, with assets in Ontario, the Maritimes and British Columbia.

Engie is keen to develop and build the proposed Jumbo Hill Wind Project as per this application, but since this Project is still in the early stages of development, further investment could be, if necessary, redeployed to other counties and states competing for similar solar projects. Engie is active in states throughout the United States, where each project individually competes for a finite pool of capital investment. State and local tax incentives contribute to the lowering of the cost of power sold to our customers and making our investment more viable and marketable. Engie has various projects in development throughout the country and are continually comparing investment opportunities, rate of return, and market viability of each project based upon project financial metrics. For example, Engie currently has ongoing project developments in many states, including but not limited to, Colorado, Indiana, Kansas, Minnesota, Nebraska, New Mexico, North Dakota and South Dakota.

Jumbo Hill has begun typical early stage due diligence to consider the feasibility of constructing a wind facility at this site. As such, certain contracts have been executed, including agreements to site and install meteorological monitoring equipment, lease and easement agreements with landowners, contracts with environmental contractors to explore environmental impacts of the potential project and an Interconnection Agreement with the transmission provider. None of these contracts obligate Jumbo Hill to construct the project.

Due to the extremely competitive power market in Texas most if not all PPA's economic model assumptions are based on the Project securing this Chapter 313

**Jumbo Hill Wind Project, LLC**

Chapter 313 Application to Andrews ISD

Cummings Westlake, LLC

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appraised value limitation and other local tax incentives. The property tax liabilities of a project without tax incentives in Texas lowers the return to investors and financiers to an unacceptable level at today's contracted power rates under a PPA. A signed PPA in the Texas market is at a much lower rate than other states because of competitively low electricity prices. Both parties of a PPA have an escape clause if the terms of the PPA cannot be met. Without the tax incentives in Texas, a project with a PPA becomes non-financeable. Therefore, this appraised value limitation is critical to the ability of the proposed Project to move forward as currently sited.

**Jumbo Hill Wind Project, LLC**

Chapter 313 Application to Andrews ISD

Cummings Westlake, LLC

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**TAB 7***Description of Qualified Investment*

Jumbo Hill Wind Project, LLC plans to construct a 160 MW wind farm in Andrews County.

This application covers all qualified property within Andrews ISD necessary for the commercial operations of the proposed wind farm described in Tab 4. One hundred and sixty megawatts (160 MW) will be located in Andrews ISD. Turbine placement is subject to change but for purposes of this application, the Project anticipates using 63 of the 2.52 MW turbines manufactured by GE.

This application covers all qualified investment and qualified property necessary for the commercial operations of the wind farm.

Qualified Investment and qualified property includes, but is not limited to, turbines, towers, foundations, transformers, pad mounts, an O&M building, underground collection systems, electric substation, transmission lines, electrical interconnections, 2 met towers (no permanent met towers are currently in place), roads, and control systems necessary for commercial generation of electricity (The power generated from the project will be injected onto an Oncor line that crosses through the project. There are a number of different options to sell power from contracts to commercial and industrial buyers, traditional utility PPAs and hedge products to sell on the open market).

*\*NOTE:* The map in TAB 11 shows the potential locations of 63 of the wind turbines, an O&M building and a collector substation within Andrews ISD boundaries; however, the final number of turbines and the location of each of these facilities is dependent upon ongoing negotiations with power purchasers and other factors.

**Jumbo Hill Wind Project, LLC**

Chapter 313 Application to Andrews ISD

Cummings Westlake, LLC

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**TAB 8***Description of Qualified Property*

Jumbo Hill Wind Project, LLC plans to construct a 160 MW wind farm in Andrews County.

This application covers all qualified property within Andrews ISD necessary for the commercial operations of the proposed wind farm described in Tab 4. One hundred and sixty megawatts (160 MW) will be located in Andrews ISD. Turbine placement is subject to change but for purposes of this application, the Project anticipates using 63 of the 2.52 MW turbines manufactured by GE.

This application covers all qualified investment and qualified property necessary for the commercial operations of the wind farm.

Qualified Investment and qualified property includes, but is not limited to, turbines, towers, foundations, transformers, pad mounts, an O&M building, underground collection systems, electric substation, transmission lines, electrical interconnections, 2 met towers (no permanent met towers are currently in place), roads, and control systems necessary for commercial generation of electricity (The power generated from the project will be injected onto an Oncor line that crosses through the project. There are a number of different options to sell power from contracts to commercial and industrial buyers, traditional utility PPAs and hedge products to sell on the open market).

*\*NOTE:* The map in TAB 11 shows the potential locations of 63 of the wind turbines, an O&M building and a collector substation within Andrews ISD boundaries; however, the final number of turbines and the location of each of these facilities is dependent upon ongoing negotiations with power purchasers and other factors.



Jumbo Hill Wind Project

11/19/2018

Legend

Airports



Existing Transmission

- - 69 kV
- 138 kV

Roads



Project Boundary



School Districts



County Borders

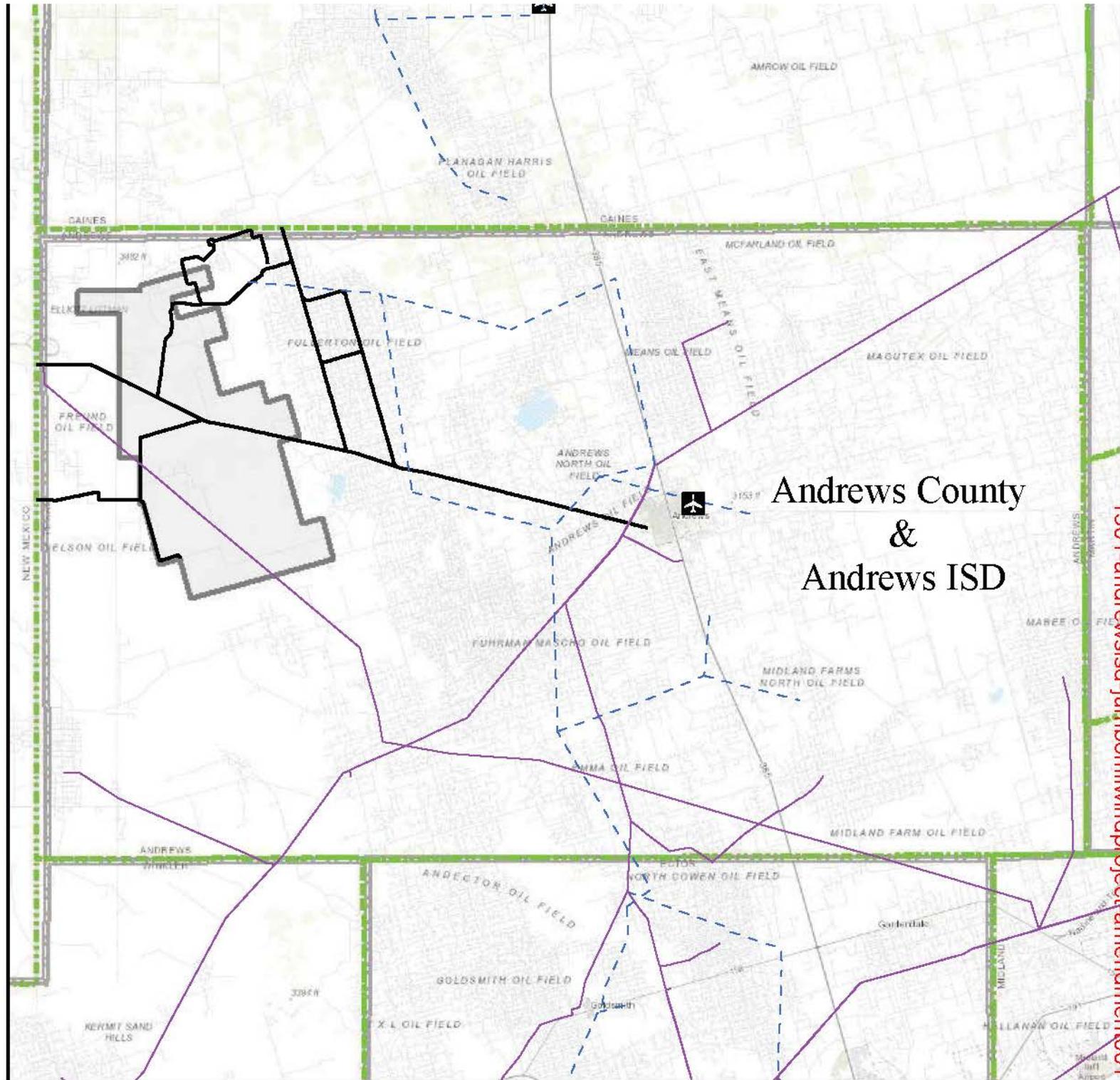
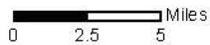


Project Location



Reference

NAD 1983 UTM Zone 13N



Andrews County  
&  
Andrews ISD

1301 andrewsisd jumbohillwindproject amendment101

**JUMBO HILL WIND PROJECT, LLC  
TAB 13 TO CHAPTER 313 APPLICATION**

**ANDREWS COUNTY  
CHAPTER 313 WAGE CALCULATION - ALL JOBS - ALL INDUSTRIES**

QUARTER	YEAR	AVG WEEKLY WAGES*	ANNUALIZED
FIRST	2018	\$ 1,261	\$ 65,572
SECOND	2018	\$ 1,275	\$ 66,300
THIRD	2017	\$ 1,167	\$ 60,684
FOURTH	2017	\$ 1,271	\$ 66,092
AVERAGE		\$ 1,243.50	\$ 64,662

**ANDREWS COUNTY  
CHAPTER 313 WAGE CALCULATION - MANUFACTURING JOBS**

QUARTER	YEAR	AVG WEEKLY WAGES*	ANNUALIZED
FIRST	2018	\$ 992	\$ 51,584
SECOND	2018	\$ 1,060	\$ 55,120
THIRD	2017	\$ 893	\$ 46,436
FOURTH	2017	\$ 1,001	\$ 52,052
AVERAGE		\$ 987	\$ 51,298
X		110%	110%
		\$ 1,085.15	\$ 56,427.80

**CHAPTER 313 WAGE CALCULATION - REGIONAL WAGE RATE**

	YEAR	AVG WEEKLY WAGES*	ANNUALIZED
Permian Basin	2017	\$ 1,050	\$ 54,576
X		110%	110%
		\$ 1,154.49	\$ 60,034

\* SEE ATTACHED TWC DOCUMENTATION

## Quarterly Employment and Wages (QCEW)

[Back](#)

Page 1 of 1 (40 results/page)

 Year	 Period	 Area	 Ownership	 Division	 Level	 Ind Code	 Industry	 Avg Weekly Wages
2017	1st Qtr	Andrews County	Total All	00	0	10	Total, all industries	\$1,150
2018	1st Qtr	Andrews County	Total All	00	0	10	Total, all industries	\$1,261
2017	2nd Qtr	Andrews County	Total All	00	0	10	Total, all industries	\$1,135
2018	2nd Qtr	Andrews County	Total All	00	0	10	Total, all industries	\$1,275
2017	3rd Qtr	Andrews County	Total All	00	0	10	Total, all industries	\$1,167
2017	4th Qtr	Andrews County	Total All	00	0	10	Total, all industries	\$1,271

## Quarterly Employment and Wages (QCEW)

[Back](#)

Page 1 of 1 (40 results/page)

 Year	 Period	 Area	 Ownership	 Division	 Level	 Ind Code	 Industry	 Avg Weekly Wages
2017	1st Qtr	Andrews County	Private	31	2	31-33	Manufacturing	\$876
2018	1st Qtr	Andrews County	Private	31	2	31-33	Manufacturing	\$992
2017	2nd Qtr	Andrews County	Private	31	2	31-33	Manufacturing	\$952
2018	2nd Qtr	Andrews County	Private	31	2	31-33	Manufacturing	\$1,060
2017	3rd Qtr	Andrews County	Private	31	2	31-33	Manufacturing	\$893
2017	4th Qtr	Andrews County	Private	31	2	31-33	Manufacturing	\$1,001

**2017 Manufacturing Average Wages by Council of Government Region  
Wages for All Occupations**

COG	Wages	
	Hourly	Annual
<b>Texas</b>	<b>\$26.24</b>	<b>\$54,587</b>
<a href="#">1. Panhandle Regional Planning Commission</a>	\$23.65	\$49,190
<a href="#">2. South Plains Association of Governments</a>	\$19.36	\$40,262
<a href="#">3. NORTEX Regional Planning Commission</a>	\$23.46	\$48,789
<a href="#">4. North Central Texas Council of Governments</a>	\$26.80	\$55,747
<a href="#">5. Ark-Tex Council of Governments</a>	\$18.59	\$38,663
<a href="#">6. East Texas Council of Governments</a>	\$21.07	\$43,827
<a href="#">7. West Central Texas Council of Governments</a>	\$21.24	\$44,178
<a href="#">8. Rio Grande Council of Governments</a>	\$18.44	\$38,351
<a href="#">9. Permian Basin Regional Planning Commission</a>	\$26.24	\$54,576
<a href="#">10. Concho Valley Council of Governments</a>	\$19.67	\$40,924
<a href="#">11. Heart of Texas Council of Governments</a>	\$21.53	\$44,781
<a href="#">12. Capital Area Council of Governments</a>	\$31.49	\$65,497
<a href="#">13. Brazos Valley Council of Governments</a>	\$17.76	\$39,931
<a href="#">14. Deep East Texas Council of Governments</a>	\$17.99	\$37,428
<a href="#">15. South East Texas Regional Planning Commission</a>	\$34.98	\$72,755
<a href="#">16. Houston-Galveston Area Council</a>	\$28.94	\$60,202
<a href="#">17. Golden Crescent Regional Planning Commission</a>	\$26.94	\$56,042
<a href="#">18. Alamo Area Council of Governments</a>	\$22.05	\$48,869
<a href="#">19. South Texas Development Council</a>	\$15.07	\$31,343
<a href="#">20. Coastal Bend Council of Governments</a>	\$28.98	\$60,276
<a href="#">21. Lower Rio Grande Valley Development Council</a>	\$17.86	\$37,152
<a href="#">22. Texoma Council of Governments</a>	\$21.18	\$44,060
<a href="#">23. Central Texas Council of Governments</a>	\$19.30	\$40,146
<a href="#">24. Middle Rio Grande Development Council</a>	\$24.07	\$50,058

Source: Texas Occupational Employment and Wages

Data published: July 2018

Data published annually, next update will be July 31, 2019

Note: Data is not supported by the Bureau of Labor Statistics (BLS).

Wage data is produced from Texas OES data, and is not to be compared to BLS estimates.

Data intended for TAC 313 purposes only.

Schedule C: Employment Information

Date 11/30/2018  
 Applicant Name Jumbo Hill Wind Project, LLC  
 ISD Name Andrews ISD

Form 50-296A  
 Revised May 2014

	Year	School Year (YYYY-YYYY)	Tax Year (Actual tax year) YYYY	Construction		Non-Qualifying Jobs	Qualifying Jobs	
				Column A	Column B	Column C	Column D	Column E
				Number of Construction FTE's or man-hours (specify)	Average annual wage rates for construction workers	Number of non-qualifying jobs applicant estimates it will create (cumulative)	Number of new qualifying jobs applicant commits to create meeting all criteria of Sec. 313.021(3) (cumulative)	Average annual wage of new qualifying jobs
Each year prior to start of Value Limitation Period <i>Insert as many rows as necessary</i>	0	2019-2020	2019	200 FTE	45,000	0	0	0
Value Limitation Period <i>The qualifying time period could overlap the value limitation period.</i>	1	2020-2021	2020	N/A	N/A	0	5	56,430
	2	2021-2022	2021	N/A	N/A	0	5	56,430
	3	2022-2023	2022	N/A	N/A	0	5	56,430
	4	2023-2024	2023	N/A	N/A	0	5	56,430
	5	2024-2025	2024	N/A	N/A	0	5	56,430
	6	2025-2026	2025	N/A	N/A	0	5	56,430
	7	2026-2027	2026	N/A	N/A	0	5	56,430
	8	2027-2028	2027	N/A	N/A	0	5	56,430
	9	2028-2029	2028	N/A	N/A	0	5	56,430
	10	2029-2030	2029	N/A	N/A	0	5	56,430
Years Following Value Limitation Period	11 through 25	2030-2045	2030-2044	N/A	N/A	0	5	56,430

Notes: See TAC 9.1051 for definition of non-qualifying jobs.  
 Only include jobs on the project site in this school district.

- C1. Are the cumulative number of qualifying jobs listed in Column D less than the number of qualifying jobs required by statute? (25 qualifying jobs in Subchapter B districts, 10 qualifying jobs in Subchapter C districts)  Yes  No  
 If yes, answer the following two questions:
- C1a. Will the applicant request a job waiver, as provided under 313.025(f-1)?  Yes  No
- C1b. Will the applicant avail itself of the provision in 313.021(3)(F)?  Yes  No

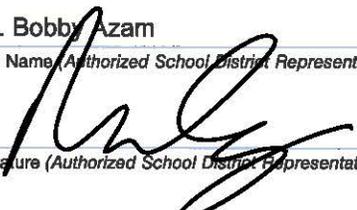
SECTION 16: Authorized Signatures and Applicant Certification

After the application and schedules are complete, an authorized representative from the school district and the business should review the application documents and complete this authorization page. Attach the completed authorization page in Tab 17. NOTE: If you amend your application, you will need to obtain new signatures and resubmit this page, Section 16, with the amendment request.

1. Authorized School District Representative Signature

I am the authorized representative for the school district to which this application is being submitted. I understand that this application is a government record as defined in Chapter 37 of the Texas Penal Code.

**print here** → Dr. Bobby Azam Superintendent  
Print Name (Authorized School District Representative) Title

**sign here** →  12/6/2018  
Signature (Authorized School District Representative) Date

2. Authorized Company Representative (Applicant) Signature and Notarization

I am the authorized representative for the business entity for the purpose of filing this application. I understand that this application is a government record as defined in Chapter 37 of the Texas Penal Code. The information contained in this application and schedules is true and correct to the best of my knowledge and belief.

I hereby certify and affirm that the business entity I represent is in good standing under the laws of the state in which the business entity was organized and that no delinquent taxes are owed to the State of Texas.

**print here** → Matt Riley Senior Vice President, Head of US Wind  
Print Name (Authorized Company Representative (Applicant)) Title

**sign here** →  12/3/2018  
Signature (Authorized Company Representative (Applicant)) Date

*see attached*

GIVEN under my hand and seal of office this, the \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
 Notary Public in and for the State of Texas

(Notary Seal) My Commission expires: \_\_\_\_\_

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of Santa Barbara )

On December 3, 2018 before me, Katherine A. Dowling, Notary Public

Date Here Insert Name and Title of the Officer

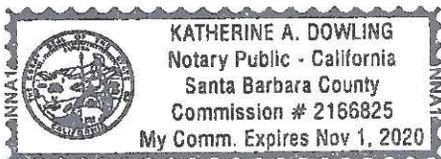
personally appeared Matt T. Riley

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature] Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Document Date:

Number of Pages: Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

- Corporate Officer - Title(s):
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:

Signer Is Representing:

Signer's Name:

- Corporate Officer - Title(s):
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:

Signer Is Representing:

# Attachment B

## Franchise Tax Account Status



## Franchise Tax Account Status

As of : 04/05/2019 13:15:05

**This Page is Not Sufficient for Filings with the Secretary of State**

### JUMBO HILL WIND PROJECT, LLC

**Texas Taxpayer Number** 32056871406

**Mailing Address** 1990 POST OAK BLVD STE 1900 HOUSTON, TX 77056-3831

**Right to Transact Business in Texas** ACTIVE

**State of Formation** DE

**Effective SOS Registration Date** 04/06/2015

**Texas SOS File Number** 0802189724

**Registered Agent Name** CAPITOL CORPORATE SERVICES, INC.

**Registered Office Street Address** 206 E 9TH ST. STE 1300 AUSTIN, TX 78701

Attachment C

State Comptroller's Certification



**GLENN HEGAR** TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

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P.O. Box 13528 • Austin, TX 78711-3528

March 8, 2019

Dr. Bobby Azam  
Superintendent  
Andrews Independent School District  
1610 South 6th Street  
Andrews, Texas 79714

Re: Certificate for Limitation on Appraised Value of Property for School District  
Maintenance and Operations taxes by and between Andrews Independent School  
District and Jumbo Hill Wind Project, LLC, Application 1301

Dear Superintendent Azam:

On December 17, 2018, the Comptroller issued written notice that Jumbo Hill Wind Project, LLC (applicant) submitted a completed application (Application 1301) for a limitation on appraised value under the provisions of Tax Code Chapter 313.<sup>1</sup> This application was originally submitted on September 11, 2018, to the Andrews Independent School District (school district) by the applicant.

This presents the results of the Comptroller's review of the application and determinations required:

- 1) under Section 313.025(h) to determine if the property meets the requirements of Section 313.024 for eligibility for a limitation on appraised value under Chapter 313, Subchapter C; and
- 2) under Section 313.025(d), to issue a certificate for a limitation on appraised value of the property and provide the certificate to the governing body of the school district or provide the governing body a written explanation of the Comptroller's decision not to issue a certificate, using the criteria set out in Section 313.026.

**Determination required by 313.025(h)**

Sec. 313.024(a) Applicant is subject to tax imposed by Chapter 171.  
Sec. 313.024(b) Applicant is proposing to use the property for an eligible project.

---

<sup>1</sup> All Statutory references are to the Texas Tax Code, unless otherwise noted.

- Sec. 313.024(d) Applicant has requested a waiver to create the required number of new qualifying jobs and pay all jobs created that are not qualifying jobs a wage that exceeds the county average weekly wage for all jobs in the county where the jobs are located.
- Sec. 313.024(d-2) Not applicable to Application 1301.

Based on the information provided by the applicant, the Comptroller has determined that the property meets the requirements of Section 313.024 for eligibility for a limitation on appraised value under Chapter 313, Subchapter C.

**Certificate decision required by 313.025(d)**

Determination required by 313.026(c)(1)

The Comptroller has determined that the project proposed by the applicant is reasonably likely to generate tax revenue in an amount sufficient to offset the school district's maintenance and operations *ad valorem* tax revenue lost as a result of the agreement before the 25th anniversary of the beginning of the limitation period, see Attachment B.

Determination required by 313.026(c)(2)

The Comptroller has determined that the limitation on appraised value is a determining factor in the applicant's decision to invest capital and construct the project in this state, see Attachment C.

Based on these determinations, the Comptroller issues a certificate for a limitation on appraised value. This certificate is contingent on the school district's receipt and acceptance of the Texas Education Agency's determination per 313.025(b-1).

The Comptroller's review of the application assumes the accuracy and completeness of the statements in the application. If the application is approved by the school district, the applicant shall perform according to the provisions of the Texas Economic Development Act Agreement (Form 50-826) executed with the school district. The school district shall comply with and enforce the stipulations, provisions, terms, and conditions of the agreement, applicable Texas Administrative Code and Chapter 313, per TAC 9.1054(i)(3).

This certificate is no longer valid if the application is modified, the information presented in the application changes, or the limitation agreement does not conform to the application. Additionally, this certificate is contingent on the school district approving and executing the agreement by December 31, 2019.

Note that any building or improvement existing as of the application review start date of December 17, 2018, or any tangible personal property placed in service prior to that date may not become "Qualified Property" as defined by 313.021(2) and the Texas Administrative Code.

Should you have any questions, please contact Will Counihan, Director, Data Analysis & Transparency, by email at [will.counihan@cpa.texas.gov](mailto:will.counihan@cpa.texas.gov) or by phone toll-free at 1-800-531-5441, ext. 6-0758, or at 512-936-0758.

Sincerely,

A handwritten signature in blue ink that reads "Lisa Craven". The signature is written in a cursive style with a large initial "L".

Lisa Craven  
Deputy Comptroller

Enclosure

cc: Will Counihan

### Attachment A – Economic Impact Analysis

The following tables summarize the Comptroller’s economic impact analysis of Jumbo Hill Wind Project, LLC (project) applying to Andrews Independent School District (district), as required by Tax Code, 313.026 and Texas Administrative Code 9.1055(d)(2).

**Table 1** is a summary of investment, employment and tax impact of Jumbo Hill Wind Project, LLC.

Applicant	Jumbo Hill Wind Project, LLC
Tax Code, 313.024 Eligibility Category	Renewable Energy Electric Generation
School District	Andrews ISD
Estimated 2017-2018 Average Daily Attendance	3,840
County	Andrews
Proposed Total Investment in District	\$170,000,000
Proposed Qualified Investment	\$170,000,000
Limitation Amount	\$30,000,000
Qualifying Time Period (Full Years)	2020-2021
Number of new qualifying jobs committed to by applicant	5 *
Number of new non-qualifying jobs estimated by applicant	0
Average weekly wage of qualifying jobs committed to by applicant	\$1,085
Minimum weekly wage required for each qualifying job by Tax Code, 313.021(5)(A)	\$1,055
Minimum annual wage committed to by applicant for qualified jobs	\$56,430
Minimum weekly wage required for non-qualifying jobs	\$1,244
Minimum annual wage required for non-qualifying jobs	\$64,663
Investment per Qualifying Job	\$34,000,000
Estimated M&O levy without any limit (15 years)	\$15,457,413
Estimated M&O levy with Limitation (15 years)	\$6,394,032
Estimated gross M&O tax benefit (15 years)	\$9,063,380

\* Applicant is requesting district to waive requirement to create minimum number of qualifying jobs pursuant to Tax Code, 313.025 (f-1).

**Table 2** is the estimated statewide economic impact of Jumbo Hill Wind Project, LLC (modeled).

Year	Employment			Personal Income		
	Direct	Indirect + Induced	Total	Direct	Indirect + Induced	Total
2019	200	234	434	\$9,000,000	\$20,551,722	\$29,551,722
2020	5	43	47.65	\$282,150	\$4,993,694	\$5,275,844
2021	5	26	31	\$282,150	\$3,715,925	\$3,998,075
2022	5	13	18	\$282,150	\$2,570,022	\$2,852,172
2023	5	5	10	\$282,150	\$1,766,039	\$2,048,189
2024	5	1	6	\$282,150	\$1,250,785	\$1,532,935
2025	5	0	5	\$282,150	\$990,143	\$1,272,293
2026	5	1	6	\$282,150	\$901,456	\$1,183,606
2027	5	2	7	\$282,150	\$930,719	\$1,212,869
2028	5	4	9	\$282,150	\$1,028,161	\$1,310,311
2029	5	6	11	\$282,150	\$1,159,677	\$1,441,827
2030	5	6	11	\$282,150	\$1,183,559	\$1,465,709
2031	5	7	12	\$282,150	\$1,270,936	\$1,553,086
2032	5	7	12	\$282,150	\$1,363,033	\$1,645,183
2033	5	8	13	\$282,150	\$1,456,385	\$1,738,535
2034	5	8	13	\$282,150	\$1,543,933	\$1,826,083

Source: CPA REMI, Jumbo Hill Wind Project, LLC

**Table 3** examines the estimated direct impact on ad valorem taxes to the region if all taxes are assessed.

Table 3 Estimated Direct Ad Valorem Taxes without property tax incentives									
Year	Estimated Taxable Value for I&S	Estimated Taxable Value for M&O	Tax Rate*	Andrews ISD I&S Tax Levy	Andrews ISD M&O Tax Levy	Andrews ISD M&O and I&S Tax Levies	Andrews County Tax Levy	Andrews County Hospital District Tax Levy	Estimated Total Property Taxes
			<b>0.1400</b>	<b>1.0600</b>			<b>0.5189</b>	<b>0.4846</b>	
2020	\$163,212,000	\$163,212,000		\$228,497	\$1,730,047	\$1,958,544	\$846,907	\$790,844	\$3,596,295
2021	\$150,187,380	\$150,187,380		\$210,262	\$1,591,986	\$1,802,249	\$779,322	\$727,733	\$3,309,304
2022	\$138,203,921	\$138,203,921		\$193,485	\$1,464,962	\$1,658,447	\$717,140	\$669,667	\$3,045,254
2023	\$127,178,351	\$127,178,351		\$178,050	\$1,348,091	\$1,526,140	\$659,928	\$616,243	\$2,802,311
2024	\$117,034,057	\$117,034,057		\$163,848	\$1,240,561	\$1,404,409	\$607,290	\$567,089	\$2,578,787
2025	\$107,700,558	\$107,700,558		\$150,781	\$1,141,626	\$1,292,407	\$558,858	\$521,863	\$2,373,128
2026	\$99,113,008	\$99,113,008		\$138,758	\$1,050,598	\$1,189,356	\$514,297	\$480,252	\$2,183,906
2027	\$91,211,750	\$91,211,750		\$127,696	\$966,845	\$1,094,541	\$473,298	\$441,967	\$2,009,805
2028	\$83,941,898	\$83,941,898		\$117,519	\$889,784	\$1,007,303	\$435,575	\$406,740	\$1,849,618
2029	\$77,252,956	\$77,252,956		\$108,154	\$818,881	\$927,035	\$400,866	\$374,329	\$1,702,230
2030	\$71,098,469	\$71,098,469		\$99,538	\$753,644	\$853,182	\$368,930	\$344,508	\$1,566,619
2031	\$65,435,698	\$65,435,698		\$91,610	\$693,618	\$785,228	\$339,546	\$317,069	\$1,441,843
2032	\$60,225,321	\$60,225,321		\$84,315	\$638,388	\$722,704	\$312,509	\$291,822	\$1,327,035
2033	\$55,431,162	\$55,431,162		\$77,604	\$587,570	\$665,174	\$287,632	\$268,592	\$1,221,398
2034	\$51,019,939	\$51,019,939		\$71,428	\$540,811	\$612,239	\$264,742	\$247,217	\$1,124,199
			<b>Total</b>	<b>\$2,041,545</b>	<b>\$15,457,413</b>	<b>\$17,498,958</b>	<b>\$7,566,841</b>	<b>\$7,065,933</b>	<b>\$32,131,732</b>

Source: CPA, Jumbo Hill Wind Project, LLC

\*Tax Rate per \$100 Valuation

**Table 4** examines the estimated direct impact on ad valorem taxes to the school district, Andrews County and Andrews County Hospital District, with all property tax incentives sought using estimated market value from the application. The project has applied for a value limitation under Chapter 313, Tax Code and tax abatement with the county and hospital district.

The difference noted in the last line is the difference between the totals in Table 3 and Table 4.

<b>Table 4 Estimated Direct Ad Valorem Taxes with all property tax incentives sought</b>									
Year	Estimated Taxable Value for I&S	Estimated Taxable Value for M&O		Andrews ISD I&S Tax Levy	Andrews ISD M&O Tax Levy	Andrews ISD M&O and I&S Tax Levies	Andrews County Tax Levy	Andrews County Hospital District Tax Levy	Estimated Total Property Taxes
			Tax Rate*	0.1400	1.0600		0.5189	0.4846	
2020	\$163,212,000	\$30,000,000		\$228,497	\$318,000	\$546,497	\$0	\$0	\$546,497
2021	\$150,187,380	\$30,000,000		\$210,262	\$318,000	\$528,262	\$0	\$0	\$528,262
2022	\$138,203,921	\$30,000,000		\$193,485	\$318,000	\$511,485	\$0	\$0	\$511,485
2023	\$127,178,351	\$30,000,000		\$178,050	\$318,000	\$496,050	\$0	\$0	\$496,050
2024	\$117,034,057	\$30,000,000		\$163,848	\$318,000	\$481,848	\$0	\$0	\$481,848
2025	\$107,700,558	\$30,000,000		\$150,781	\$318,000	\$468,781	\$0	\$0	\$468,781
2026	\$99,113,008	\$30,000,000		\$138,758	\$318,000	\$456,758	\$0	\$0	\$456,758
2027	\$91,211,750	\$30,000,000		\$127,696	\$318,000	\$445,696	\$0	\$0	\$445,696
2028	\$83,941,898	\$30,000,000		\$117,519	\$318,000	\$435,519	\$0	\$0	\$435,519
2029	\$77,252,956	\$30,000,000		\$108,154	\$318,000	\$426,154	\$0	\$0	\$426,154
2030	\$71,098,469	\$71,098,469		\$99,538	\$753,644	\$853,182	\$368,930	\$344,508	\$1,566,619
2031	\$65,435,698	\$65,435,698		\$91,610	\$693,618	\$785,228	\$339,546	\$317,069	\$1,441,843
2032	\$60,225,321	\$60,225,321		\$84,315	\$638,388	\$722,704	\$312,509	\$291,822	\$1,327,035
2033	\$55,431,162	\$55,431,162		\$77,604	\$587,570	\$665,174	\$287,632	\$268,592	\$1,221,398
2034	\$51,019,939	\$51,019,939		\$71,428	\$540,811	\$612,239	\$264,742	\$247,217	\$1,124,199
			<b>Total</b>	<b>\$2,041,545</b>	<b>\$6,394,032</b>	<b>\$8,435,577</b>	<b>\$1,573,360</b>	<b>\$1,469,207</b>	<b>\$11,478,144</b>
			<b>Diff</b>	<b>\$0</b>	<b>\$9,063,380</b>	<b>\$9,063,380</b>	<b>\$5,993,481</b>	<b>\$5,596,726</b>	<b>\$20,653,588</b>

Assumes School Value Limitation and Tax Abatements with the County and Hospital District.

Source: CPA, Jumbo Hill Wind Project, LLC

\*Tax Rate per \$100 Valuation

**Disclaimer:** This examination is based on information from the application submitted to the school district and forwarded to the comptroller. It is intended to meet the statutory requirement of Chapter 313 of the Tax Code and is not intended for any other purpose.

**Attachment B – Tax Revenue before 25<sup>th</sup> Anniversary of Limitation Start**

This represents the Comptroller’s determination that Jumbo Hill Wind Project, LLC (project) is reasonably likely to generate, before the 25th anniversary of the beginning of the limitation period, tax revenue in an amount sufficient to offset the school district maintenance and operations ad valorem tax revenue lost as a result of the agreement. This evaluation is based on an analysis of the estimated M&O portion of the school district property tax levy directly related to this project, using estimated taxable values provided in the application.

	<b>Tax Year</b>	<b>Estimated ISD M&amp;O Tax Levy Generated (Annual)</b>	<b>Estimated ISD M&amp;O Tax Levy Generated (Cumulative)</b>	<b>Estimated ISD M&amp;O Tax Levy Loss as Result of Agreement (Annual)</b>	<b>Estimated ISD M&amp;O Tax Levy Loss as Result of Agreement (Cumulative)</b>
<b>Limitation Pre-Years</b>	2017	\$0	\$0	\$0	\$0
	2018	\$0	\$0	\$0	\$0
	2019	\$0	\$0	\$0	\$0
<b>Limitation Period (10 Years)</b>	2020	\$318,000	\$318,000	\$1,412,047	\$1,412,047
	2021	\$318,000	\$636,000	\$1,273,986	\$2,686,033
	2022	\$318,000	\$954,000	\$1,146,962	\$3,832,995
	2023	\$318,000	\$1,272,000	\$1,030,091	\$4,863,086
	2024	\$318,000	\$1,590,000	\$922,561	\$5,785,647
	2025	\$318,000	\$1,908,000	\$823,626	\$6,609,272
	2026	\$318,000	\$2,226,000	\$732,598	\$7,341,870
	2027	\$318,000	\$2,544,000	\$648,845	\$7,990,715
	2028	\$318,000	\$2,862,000	\$571,784	\$8,562,499
	2029	\$318,000	\$3,180,000	\$500,881	\$9,063,380
<b>Maintain Viable Presence (5 Years)</b>	2030	\$753,644	\$3,933,644	\$0	\$9,063,380
	2031	\$693,618	\$4,627,262	\$0	\$9,063,380
	2032	\$638,388	\$5,265,651	\$0	\$9,063,380
	2033	\$587,570	\$5,853,221	\$0	\$9,063,380
	2034	\$540,811	\$6,394,032	\$0	\$9,063,380
<b>Additional Years as Required by 313.026(c)(1) (10 Years)</b>	2035	\$497,787	\$6,891,819	\$0	\$9,063,380
	2036	\$458,198	\$7,350,018	\$0	\$9,063,380
	2037	\$421,771	\$7,771,789	\$0	\$9,063,380
	2038	\$388,252	\$8,160,041	\$0	\$9,063,380
	2039	\$357,410	\$8,517,451	\$0	\$9,063,380
	2040	\$329,029	\$8,846,480	\$0	\$9,063,380
	2041	\$302,913	\$9,149,393	\$0	\$9,063,380
	2042	\$278,881	\$9,428,274	\$0	\$9,063,380
	2043	\$256,767	\$9,685,041	\$0	\$9,063,380
	2044	\$236,417	\$9,921,459	\$0	\$9,063,380

**\$9,921,459** is greater than **\$9,063,380**

<b>Analysis Summary</b>	
Is the project reasonably likely to generate tax revenue in an amount sufficient to offset the M&O levy loss as a result of the limitation agreement?	Yes

NOTE: The analysis above only takes into account this project's estimated impact on the M&O portion of the school district property tax levy directly related to this project.  
Source: CPA, Jumbo Hill Wind Project, LLC

**Disclaimer:** This examination is based on information from the application submitted to the school district and forwarded to the comptroller. It is intended to meet the statutory requirement of Chapter 313 of the Tax Code and is not intended for any other purpose.

## Attachment C – Limitation as a Determining Factor

Tax Code 313.026 states that the Comptroller may not issue a certificate for a limitation on appraised value under this chapter for property described in an application unless the comptroller determines that “the limitation on appraised value is a determining factor in the applicant's decision to invest capital and construct the project in this state.” This represents the basis for the Comptroller’s determination.

### Methodology

Texas Administrative Code 9.1055(d) states the Comptroller shall review any information available to the Comptroller including:

- the application, including the responses to the questions in Section 8 (Limitation as a Determining Factor);
- public documents or statements by the applicant concerning business operations or site location issues or in which the applicant is a subject;
- statements by officials of the applicant, public documents or statements by governmental or industry officials concerning business operations or site location issues;
- existing investment and operations at or near the site or in the state that may impact the proposed project;
- announced real estate transactions, utility records, permit requests, industry publications or other sources that may provide information helpful in making the determination; and
- market information, raw materials or other production inputs, availability, existing facility locations, committed incentives, infrastructure issues, utility issues, location of buyers, nature of market, supply chains, other known sites under consideration.

### Determination

The Comptroller **has determined** that the limitation on appraised value is a determining factor in the Jumbo Hill Wind Project, LLC’s decision to invest capital and construct the project in this state. This is based on information available, including information provided by the applicant. Specifically, the comptroller notes the following:

- Per Jumbo Hill Wind Project, LLC in Tab 5 of their Application for a Limitation on Appraised Value:
  - A. “Engie has various projects in development throughout the country and are continually comparing investment opportunities, rate of return, and market viability of each project based upon project financial metrics. For example, Engie currently has ongoing project developments in many states, including but not limited to, Colorado, Indiana, Kansas, Minnesota, Nebraska, New Mexico, North Dakota and South Dakota.”
  - B. “Due to the extremely competitive power market in Texas most if not all PPA’s economic model assumptions are based on the Project securing this Chapter 313 appraised value limitation and other local tax incentives. The property tax liabilities of a project without tax incentives in Texas lowers the return to investors and financiers to an unacceptable level at today’s contracted power rates under a PPA. A signed PPA in the Texas market is at a much lower rate than other states because of competitively low electricity prices. Both parties of a PPA have an escape clause if the terms of the PPA cannot be met. Without the tax incentives in Texas, a project with a PPA becomes non-financeable. Therefore, this appraised value limitation is critical to the ability of the proposed Project to move forward as currently sited.”
- Per Jumbo Hill Wind Project, LLC in Tab 5 of their Application:
  - A. ENGIE North America is the parent company of Jumbo Hill Wind Project.
  - B. “Engie is keen to develop and build the proposed Jumbo Hill Wind Project as per this application, but since this Project is still in the early stages of development, further investment could be, if necessary, redeployed to other counties and states competing for similar solar projects.”
- A February 20, 2018 *Business Wire* article stated the following:

- A. "ENGIE North America Inc. today announced it has acquired Infinity Renewables, a leading developer of utility-scale wind projects in the United States. The acquisition includes more than 8,000 MW of projects in various stages of development."
- B. "The combined ENGIE and Infinity Renewables team will be working together to complete development and construction of the Infinity portfolio, and will continue to own and operate those projects following commercial operation to support the increasing demand in the U.S. for renewable energy and more broadly the United States' transition to a cleaner electrical system."
- The Infinity Renewables' website lists Jumbo Hill Wind as one of its projects under development.
- A November 2018 *Seasonal Assessment of Resource Adequacy for the ERCOT Region (SARA)*, Spring 2019 report issued by ERCOT reviews all available expected installed generating capacity to serve forecasted peak demands.
  - A. Planned Wind Resources with executed SGIA – Barrow Ranch/Jumbo Hill Wind (Unit Name); 18INR0038 (Generation Interconnection Project Code); Andrews (County); Wind (Fuel); West (Zone); None given (Capacity/MW)
- An October 2018 *Generator Interconnection Status Report* issued by ERCOT, released November 1, 2018, includes a section that details those projects for which a Full Interconnection Study (FIS) has been requested.
  - A. Project Attributes: 18INR0038 (GINR Reference Number); Barrow Ranch (Project Name); SS Completed, Full Interconnection Study Completed, Interconnection Agreement (GINR Study Phase); Engie (Interconnecting Entity); 1134 Littman 138kV (Point of Interconnection Location); Andrews (County); WEST (CDR Reporting Zone); 12/01/2010 (Projected Commercial Operation Date); WIN (Fuel); WT (Technology); 160 (Capacity);
  - B. Changes from Last Report: None (Change indicators: Proj Name, MW Size, COD, SFS/NtP, FIS Request);
  - C. GINR Project Milestone Dates: 10/02/2016 (Screening Study Started); 12/12/2016 (Screening Study Complete); 6/19/2017 (FIS Requested); 5/09/2018 (FIS Approved); 6/26/2018 (IA Signed); Yes (Financial Security and Notice to Proceed Provided)
  - D. Planning Dates: 9/04/2018 (Meets Planning Guide Sect. 6.9(1) Reqs. for inclusion in Planning Models); No date given (Meets Planning Guide QSA Sect. 6.9 Prerequisites); 9/04/2018 (Meets Planning Guide QSA Sect. 5.9 Prerequisites)
  - E. Construction Dates: No date given (Construction Start); No date given (Construction End)
- Supplemental information provided by the applicant indicated the following:
  - A. Is this project known by any specific names not otherwise mentioned in this application? No. The only name is this project has gone by is the Jumbo Hill Wind Project.
  - B. Please also list any other names by which this project may have been known in the past--in media reports, investor presentations, or any listings with any federal or state agency. Same as above.
  - C. Has this project applied to ERCOT at this time? If so, please provide the project's GINR number and when was it assigned. The project has active queue positions in both ERCOT and SPP. ERCOT – 18INR0038 on 09/12/2016. SPP – GEN-2016-062 on 03/29/2016.

### Supporting Information

- a) Section 8 of the Application for a Limitation on Appraised Value
- b) Attachments provided in Tab 5 of the Application for a Limitation on Appraised Value
- c) Additional information provided by the Applicant or located by the Comptroller

**Disclaimer:** This examination is based on information from the application submitted to the school district and forwarded to the comptroller. It is intended to meet the statutory requirement of Chapter 313 of the Tax Code and is not intended for any other purpose.

# **Supporting Information**

Section 8 of the Application for  
a Limitation on Appraised Value

SECTION 6: Eligibility Under Tax Code Chapter 313.024

1. Are you an entity subject to the tax under Tax Code, Chapter 171?  Yes  No
2. The property will be used for one of the following activities:
  - (1) manufacturing  Yes  No
  - (2) research and development  Yes  No
  - (3) a clean coal project, as defined by Section 5.001, Water Code  Yes  No
  - (4) an advanced clean energy project, as defined by Section 382.003, Health and Safety Code  Yes  No
  - (5) renewable energy electric generation  Yes  No
  - (6) electric power generation using integrated gasification combined cycle technology  Yes  No
  - (7) nuclear electric power generation  Yes  No
  - (8) a computer center that is used as an integral part or as a necessary auxiliary part for the activity conducted by applicant in one or more activities described by Subdivisions (1) through (7)  Yes  No
  - (9) a Texas Priority Project, as defined by 313.024(e)(7) and TAC 9.1051  Yes  No
3. Are you requesting that any of the land be classified as qualified investment?  Yes  No
4. Will any of the proposed qualified investment be leased under a capitalized lease?  Yes  No
5. Will any of the proposed qualified investment be leased under an operating lease?  Yes  No
6. Are you including property that is owned by a person other than the applicant?  Yes  No
7. Will any property be pooled or proposed to be pooled with property owned by the applicant in determining the amount of your qualified investment?  Yes  No

SECTION 7: Project Description

1. In **Tab 4**, attach a detailed description of the scope of the proposed project, including, at a minimum, the type and planned use of real and tangible personal property, the nature of the business, a timeline for property construction or installation, and any other relevant information.
2. Check the project characteristics that apply to the proposed project:
 

<input checked="" type="checkbox"/> Land has no existing improvements	<input type="checkbox"/> Land has existing improvements ( <i>complete Section 13</i> )
<input type="checkbox"/> Expansion of existing operation on the land ( <i>complete Section 13</i> )	<input type="checkbox"/> Relocation within Texas

SECTION 8: Limitation as Determining Factor

1. Does the applicant currently own the land on which the proposed project will occur?  Yes  No
2. Has the applicant entered into any agreements, contracts or letters of intent related to the proposed project?  Yes  No
3. Does the applicant have current business activities at the location where the proposed project will occur?  Yes  No
4. Has the applicant made public statements in SEC filings or other documents regarding its intentions regarding the proposed project location?  Yes  No
5. Has the applicant received any local or state permits for activities on the proposed project site?  Yes  No
6. Has the applicant received commitments for state or local incentives for activities at the proposed project site?  Yes  No
7. Is the applicant evaluating other locations not in Texas for the proposed project?  Yes  No
8. Has the applicant provided capital investment or return on investment information for the proposed project in comparison with other alternative investment opportunities?  Yes  No
9. Has the applicant provided information related to the applicant's inputs, transportation and markets for the proposed project?  Yes  No
10. Are you submitting information to assist in the determination as to whether the limitation on appraised value is a determining factor in the applicant's decision to invest capital and construct the project in Texas?  Yes  No

**Chapter 313.026(e) states "the applicant may submit information to the Comptroller that would provide a basis for an affirmative determination under Subsection (c)(2)." If you answered "yes" to any of the questions in Section 8, attach supporting information in Tab 5.**

# **Supporting Information**

**Attachments provided in Tab 5  
of the Application for a  
Limitation on Appraised Value**

**Jumbo Hill Wind Project, LLC**

Chapter 313 Application to Andrews ISD

Cummings Westlake, LLC

**TAB 5**

*Documentation to assist in determining if limitation is a determining factor.*

ENGIE North America (ENGIE) manages a range of energy businesses in the United States and Canada, including retail energy sales and energy services to commercial, industrial and residential customers, natural gas and liquefied natural gas (LNG) distribution and sales, and electricity generation and cogeneration.

In the United States and Canada, ENGIE owns and/or operates cogeneration, steam, and chilled water facilities, including more than 1,000 MW in the portfolio produced by combined heat and power (CHP) units located within commercial or industrial facilities and using waste heat from an onsite generation system to provide for heating and chilling needs. The North America renewables portfolio consists of wind, solar and biomass/biogas assets, with a capacity of close to 1,000 MW. In Canada, ENGIE is among the Top 5 wind developers, with assets in Ontario, the Maritimes and British Columbia.

Engie is keen to develop and build the proposed Jumbo Hill Wind Project as per this application, but since this Project is still in the early stages of development, further investment could be, if necessary, redeployed to other counties and states competing for similar solar projects. Engie is active in states throughout the United States, where each project individually competes for a finite pool of capital investment. State and local tax incentives contribute to the lowering of the cost of power sold to our customers and making our investment more viable and marketable. Engie has various projects in development throughout the country and are continually comparing investment opportunities, rate of return, and market viability of each project based upon project financial metrics. For example, Engie currently has ongoing project developments in many states, including but not limited to, Colorado, Indiana, Kansas, Minnesota, Nebraska, New Mexico, North Dakota and South Dakota.

Jumbo Hill has begun typical early stage due diligence to consider the feasibility of constructing a wind facility at this site. As such, certain contracts have been executed, including agreements to site and install meteorological monitoring equipment, lease and easement agreements with landowners, contracts with environmental contractors to explore environmental impacts of the potential project and an Interconnection Agreement with the transmission provider. None of these contracts obligate Jumbo Hill to construct the project.

Due to the extremely competitive power market in Texas most if not all PPA's economic model assumptions are based on the Project securing this Chapter 313

**Jumbo Hill Wind Project, LLC**

Chapter 313 Application to Andrews ISD

Cummings Westlake, LLC

appraised value limitation and other local tax incentives. The property tax liabilities of a project without tax incentives in Texas lowers the return to investors and financiers to an unacceptable level at today's contracted power rates under a PPA. A signed PPA in the Texas market is at a much lower rate than other states because of competitively low electricity prices. Both parties of a PPA have an escape clause if the terms of the PPA cannot be met. Without the tax incentives in Texas, a project with a PPA becomes non-financeable. Therefore, this appraised value limitation is critical to the ability of the proposed Project to move forward as currently sited.

# **Supporting Information**

Additional information  
provided by the Applicant or  
located by the Comptroller

204.64.147.254



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## ENGIE North America Acquires Infinity Renewables

### Deal Considerably Expands ENGIE's Wind Development Portfolio and Team In the U.S.

February 20, 2018 01:08 PM Eastern Standard Time

HOUSTON--(BUSINESS WIRE)--ENGIE North America Inc. today announced it has acquired Infinity Renewables, a leading developer of utility-scale wind projects in the United States. The acquisition includes more than 8,000 MW of projects in various stages of development.

Headquartered in Santa Barbara, California, Infinity Renewables' experienced team, along with its funding and development partner MAP® Renewable Energy, has successfully developed and sold nearly a dozen projects totaling over 1,600 MW, all of which are now in commercial operation.

Corporations in the U.S. are increasingly seeking clean energy sources of power, both utility-scale and decentralized, as well as services to run their facilities more reliably and efficiently with fewer carbon emissions and lower costs. ENGIE has been working to expand its offerings in North America to address these needs. Infinity Renewables will be a key piece of ENGIE's solution set for current and future customers. ENGIE intends to retain the entire Infinity staff, including its principals who formed Infinity Renewables in 2008. The combined ENGIE and Infinity Renewables team will be working together to complete development and construction of the Infinity portfolio, and will continue to own and operate those projects following commercial operation to support the increasing demand in the U.S. for renewable energy and more broadly the United States' transition to a cleaner electrical system.

"With Infinity Renewables, ENGIE is investing in an experienced, accomplished development team, and we look forward to working with this team to accelerate the expansion of our renewables presence within the United States," said Frank Demaille, President and CEO of ENGIE North America. "By adding more wind energy to our other retail, solar, and biomass offerings in the U.S., we can meet customers' renewable energy procurement goals much more comprehensively than before," he added.

"We're very excited to join the ENGIE family, and to contribute to the company's transition to a low-carbon future," said Matt Riley, CEO of Infinity Renewables. "Joining forces with a global renewable energy leader like ENGIE enables Infinity to advance its original mission, to bring more wind energy online. Working with ENGIE will benefit our key stakeholders, including landowners, communities, and purchasers of zero-carbon energy from our wind farms."

The Infinity Renewables team will join a larger family of ENGIE businesses in North America, which span renewable and natural gas-fired power production, including a significant renewables presence in Canada with 700 MW of operating wind generation and over 2,000 MW of wind projects in various stages of development; natural gas and liquefied natural gas (LNG) deliveries; retail energy sales to homes and businesses; and a wide range of services to enhance energy efficiency and reduce carbon and cost. ENGIE serves customers ranging from Fortune 500 companies; small businesses; utilities; federal, state, provincial, and municipal governments; universities; and individuals.

#### About ENGIE North America Inc.

ENGIE North America Inc. manages a range of energy businesses in the United States and Canada, including low- or carbon-free electricity generation and cogeneration, natural gas and liquefied natural gas (LNG) distribution and sales, retail energy sales, and services to help customers run their facilities more efficiently and optimize energy use and expense.

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ENGIE is committed to taking on the major challenges of the energy transition towards a world that is decentralized, and digitalized. The Group aims to become the leader of this new energy world by focusing on three key activities for the future: low carbon generation in particular from natural gas and renewable energy, energy infrastructure, and efficient solutions adapted to all its customers (individuals, businesses, etc.). Innovation, digital solutions, and customer satisfaction are the guiding principles of ENGIE's development. ENGIE is active in around 70 countries, employs 150,000 people worldwide and achieved revenues of €66.6 billion in 2016. The Group is listed on the Paris and Brussels stock exchanges (ENGI) and is represented in the main financial indices (CAC 40, BEL 20, DJ Euro Stoxx 50, Euronext 100, FTSE Eurotop 100, MSCI Europe) and non-financial indices (DJSI World, DJSI Europe and Euronext Vigeo Eiris - World 120, Eurozone 120, Europe 120, France 20, CAC 40 Governance).

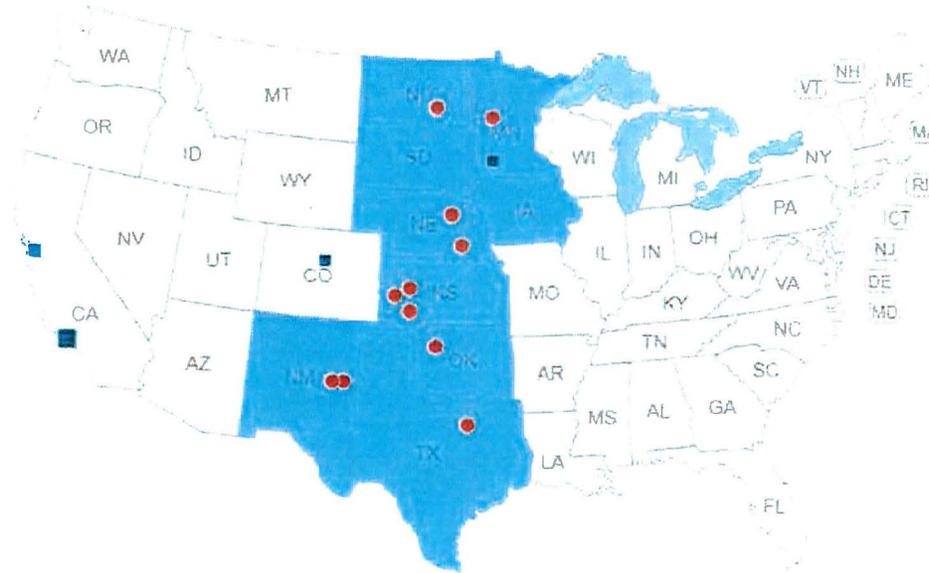
#### Contacts

ENGIE

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## Project Map



### ○ Operating Projects

- Kansas
- Minnesota
- Nebraska
- New Mexico
- North Dakota
- Oklahoma
- Texas**

#### ● Buckthorn

Type: Wind  
Size: 100 MW  
Acreage: 8,065 acres  
Turbine type: Vestas 3.45 MW  
Number of turbines: 29  
Year online: 2017  
Developer: Infinity Wind Power  
Owner: Confidential  
Power Purchaser: Not Public

### 🔗 Projects Under Development

- Iowa (1) ▾
- Kansas (6) ▾
- Nebraska (1) ▾
- New Mexico (2) ▾
- North Dakota (2) ▾
- Oklahoma (5) ▾
- South Dakota (2) ▾
- Texas (5) ▲**

**Jumbo Hill**  
Type: Wind  
Projected Size: 200 MW

**Live Oak**  
Type: Wind  
Projected Size: 200 MW

**Seymour Hills**  
Type: Wind  
Projected Size: 100 MW

**Tecovas**  
Type: Wind  
Projected Size: 400 MW

**Wildcat Ranch**  
Type: Wind  
Projected Size: 150 MW



Release Date: November 1, 2018

**PRELIMINARY**  
**Seasonal Assessment of Resource Adequacy for the ERCOT Region (SARA)**  
**Spring 2019**

**SUMMARY**

The ERCOT Region is expected to have sufficient installed generating capacity to serve forecasted peak demands in the upcoming spring season (March - May 2019). ERCOT's scenario analysis also indicates that there will be sufficient capacity even if there is a combination of extreme peak loads and outages.

This preliminary SARA report reflects a spring 2019 peak forecast of 61,566 MW based on current expectations for average weather. A total of 2,262 MW of new nameplate capacity is also expected to be available at the start of the spring season. This capacity total translates into 1,139 MW expected to be available during spring peak load hours, with wind contributing 638 MW, gas-fired units contributing 326 MW, and solar contributing 175 MW.

The report also includes a forecast of 10,564 MW of unit outages based on historical outage data from the past three spring seasons (starting with 2016), and assumes the high likelihood that the spring peak will occur in May. While a significant amount of unit maintenance is conducted during the spring season, much of this maintenance is completed prior to the onset of hotter temperatures (and resulting higher electricity demand) in late May. ERCOT thus assumes for the most extreme scenario that an extreme April peak demand coincides with average April outage amounts occurring during the peak hours of each weekday.

**Seasonal Assessment of Resource Adequacy for the ERCOT Region**  
**Spring 2019 - Preliminary**  
**Release Date: November 1, 2018**

**Forecasted Capacity and Demand**

Operational Resources (thermal and hydro), MW	86,102	Based on current Seasonal Maximum Sustainable Limits reported through the unit registration process
Switchable Capacity Total, MW	3,736	Installed capacity of units that can interconnect with other Regions and are available to ERCOT
less Switchable Capacity Unavailable to ERCOT, MW	-858	Based on survey responses of Switchable Resource owners
Available Mothball Resources, MW	0	Based on seasonal Mothball units plus Probability of Return responses of Mothball Resource owners
Private Use Network Capacity Contribution, MW	3,025	Average capability of the top 20 hours in the spring peak seasons for the past three years (2015-2018)
Non-Coastal Wind Resources Capacity Contribution, MW	5,676	Based on 30% of installed capacity for non-coastal wind resources (spring season) per ERCOT Nodal Protocols Section 3.2.6.2.2
Coastal Wind Resources Capacity Contribution, MW	1,781	Based on 68% of installed capacity for coastal wind resources (spring season) per ERCOT Nodal Protocols Section 3.2.6.2.2
Solar Utility-Scale, Peak Average Capacity Contribution, MW	966	Based on 65% of rated capacity for solar resources (spring season) per Nodal Protocols Section 3.2.6.2.2
RMR Resources to be under Contract, MW	0	
Capacity Pending Retirement, MW	0	Announced retired capacity that is undergoing ERCOT grid reliability reviews pursuant to Nodal Protocol Section 3.14.1.2
Non-Synchronous Ties Capacity Contribution, MW	261	Average net flows for the top 20 hours in the spring peak seasons for the past three years (2015-2018)
Planned Thermal Resources with Signed IA, Air Permits and Adeq. Water Supplies, MW	326	Based on in-service dates provided by developers of generation resources
Planned Non-Coastal Wind with signed IA, MW	391	Based on in-service dates provided by developers and 30% spring capacity contribution for non-coastal wind resources
Planned Coastal Wind with signed IA, MW	247	Based on in-service dates provided by developers and 68% spring capacity contribution for coastal wind resources
Planned Solar Utility-Scale with signed IA, MW	175	Based on in-service dates provided by developers and a spring capacity contribution of 65% for solar resources
<b>[a] Total Resources, MW</b>	<b>81,828</b>	
<b>[b] Peak Demand, MW</b>	<b>61,566</b>	May peak forecast is based on average weather conditions at time of peak from 2002 – 2018
<b>[c] Reserve Capacity [a - b], MW</b>	<b>20,262</b>	

**Range of Potential Risks**

	Forecasted Season Peak Load (May)	Extreme Generation Outages During Peak Maintenance Season (March-April)	Extreme Generation Outages During Peak Maintenance Season (March-April) and Extreme Peak Load (April)	
Seasonal Load Adjustment	-	(7,850)	(779)	April peak forecast is 53,706 MW, and the extreme peak forecast is 60,787 MW; adjustments reflect April peak forecast for average and 90th percentile weather conditions.
Typical May Maintenance Outages, Thermal	6,024	6,024	6,024	Based on historical average of planned maintenance outages for May weekdays
Typical May Forced Outages, Thermal	4,540	4,540	4,540	Based on historical average of forced outages for May weekdays
Incremental Unit Outages to Reflect April Peak Maintenance Season, Thermal	-	7,888	7,888	Incremental outages based on historical average of forced and planned maintenance outages for April weekdays, hours ending 3 pm - 8 pm (starting with spring 2016)

<b>[d] Total Uses of Reserve Capacity</b>	<b>10,564</b>	<b>10,592</b>	<b>17,673</b>
<b>[e] Capacity Available for Operating Reserves (c-d), MW</b>	<b>9,698</b>	<b>9,670</b>	<b>2,589</b>
Less than 2,300 MW indicates risk of EEA1			

## Unit Capacities - Spring

UNIT NAME	GENERATION INTERCONNECTION PROJECT CODE	UNIT CODE	COUNTY	FUEL	ZONE	START YEAR	CAPACITY (MW)
<b>Operational Resources (Thermal)</b>							
4 COMANCHE PEAK U1		CPSES_UNIT1	SOMERVELL	NUCLEAR	NORTH	1990	1,227.0
5 COMANCHE PEAK U2		CPSES_UNIT2	SOMERVELL	NUCLEAR	NORTH	1993	1,214.0
6 SOUTH TEXAS U1		STP_STP_G1	MATAGORDA	NUCLEAR	COASTAL	1988	1,310.0
7 SOUTH TEXAS U2		STP_STP_G2	MATAGORDA	NUCLEAR	COASTAL	1989	1,310.0
8 COLETO CREEK		COLETO_COLETOG1	GOLIAD	COAL	SOUTH	1980	655.0
9 FAYETTE POWER U1		FPFYD1_FPP_G1	FAYETTE	COAL	SOUTH	1979	608.0
10 FAYETTE POWER U2		FPFYD1_FPP_G2	FAYETTE	COAL	SOUTH	1980	608.0
11 FAYETTE POWER U3		FPFYD2_FPP_G3	FAYETTE	COAL	SOUTH	1986	448.0
12 J K SPRUCE U1		CALAVERS_JKS1	BEXAR	COAL	SOUTH	1992	560.0
13 J K SPRUCE U2		CALAVERS_JKS2	BEXAR	COAL	SOUTH	2010	785.0
14 J T DEELY U1		CALAVERS_JTD1	BEXAR	COAL	SOUTH	1977	-
15 J T DEELY U2		CALAVERS_JTD2	BEXAR	COAL	SOUTH	1978	-
16 LIMESTONE U1		LEG_LEG_G1	LIMESTONE	COAL	NORTH	1985	824.0
17 LIMESTONE U2		LEG_LEG_G2	LIMESTONE	COAL	NORTH	1986	836.0
18 MARTIN LAKE U1		MLSES_UNIT1	RUSK	COAL	NORTH	1977	815.0
19 MARTIN LAKE U2		MLSES_UNIT2	RUSK	COAL	NORTH	1978	820.0
20 MARTIN LAKE U3		MLSES_UNIT3	RUSK	COAL	NORTH	1979	820.0
21 OAK GROVE SES U1		OGSES_UNIT1A	ROBERTSON	COAL	NORTH	2010	840.0
22 OAK GROVE SES U2		OGSES_UNIT2	ROBERTSON	COAL	NORTH	2011	825.0
23 OKLAUNION U1		OKLA_OKLA_G1	WILBARGER	COAL	WEST	1986	650.0
24 SAN MIGUEL U1		SANMIGL_G1	ATASCOSA	COAL	SOUTH	1982	391.0
25 SANDY CREEK U1		SCES_UNIT1	MCLENNAN	COAL	NORTH	2013	945.0
26 TWIN OAKS U1		TNP_ONE_TNP_O_1	ROBERTSON	COAL	NORTH	1990	155.0
27 TWIN OAKS U2		TNP_ONE_TNP_O_2	ROBERTSON	COAL	NORTH	1991	155.0
28 W A PARISH U5		WAP_WAP_G5	FT. BEND	COAL	HOUSTON	1977	664.0
28 W A PARISH U6		WAP_WAP_G6	FT. BEND	COAL	HOUSTON	1978	663.0
30 W A PARISH U7		WAP_WAP_G7	FT. BEND	COAL	HOUSTON	1980	577.0
31 W A PARISH U8		WAP_WAP_G8	FT. BEND	COAL	HOUSTON	1982	610.0
32 ARTHUR VON ROSENBERG 1 CTG 1		BRAUNIG_AVR1_CT1	BEXAR	GAS	SOUTH	2000	157.0
33 ARTHUR VON ROSENBERG 1 CTG 2		BRAUNIG_AVR1_CT2	BEXAR	GAS	SOUTH	2000	157.0
34 ARTHUR VON ROSENBERG 1 CTG 3		BRAUNIG_AVR1_CT3	BEXAR	GAS	SOUTH	2000	180.0
35 BARNEY M DAVIS REPOWER CTG 3		B_DAVIS_B_DAVIG3	NUECES	GAS	COASTAL	2010	161.0
36 BARNEY M DAVIS REPOWER CTG 4		B_DAVIS_B_DAVIG4	NUECES	GAS	COASTAL	2010	161.0
37 BARNEY M DAVIS REPOWER CTG 2		B_DAVIS_B_DAVIG2	NUECES	GAS	COASTAL	1978	322.0
38 BASTROP ENERGY CENTER CTG 1		BASTEN_CTG1100	BASTROP	GAS	SOUTH	2002	157.0
39 BASTROP ENERGY CENTER CTG 2		BASTEN_CTG2100	BASTROP	GAS	SOUTH	2002	157.0
40 BASTROP ENERGY CENTER CTG 3		BASTEN_CTG3100	BASTROP	GAS	SOUTH	2002	236.0
41 BOSQUE ENERGY CENTER CTG 1		BOSQUESW_BSQSU_1	BOSQUE	GAS	NORTH	2000	161.6
42 BOSQUE ENERGY CENTER CTG 4		BOSQUESW_BSQSU_4	BOSQUE	GAS	NORTH	2001	83.6
43 BOSQUE ENERGY CENTER CTG 2		BOSQUESW_BSQSU_2	BOSQUE	GAS	NORTH	2000	161.6
44 BOSQUE ENERGY CENTER CTG 3		BOSQUESW_BSQSU_3	BOSQUE	GAS	NORTH	2001	160.6
45 BOSQUE ENERGY CENTER CTG 5		BOSQUESW_BSQSU_5	BOSQUE	GAS	NORTH	2009	222.4
46 BRAZOS VALLEY CTG 1		BVE_UNIT1	FORT BEND	GAS	HOUSTON	2003	169.0
47 BRAZOS VALLEY CTG 2		BVE_UNIT2	FORT BEND	GAS	HOUSTON	2003	169.0
48 BRAZOS VALLEY CTG 3		BVE_UNIT3	FORT BEND	GAS	HOUSTON	2003	270.0
49 CALENERGY-FALCON SEABOARD CTG 1		FLCNS_UNIT1	HOWARD	GAS	WEST	1987	77.0
50 CALENERGY-FALCON SEABOARD CTG 2		FLCNS_UNIT2	HOWARD	GAS	WEST	1987	77.0
51 CALENERGY-FALCON SEABOARD CTG 3		FLCNS_UNIT3	HOWARD	GAS	WEST	1988	71.0
52 CALHOUN (PORT COMFORT) 1		CALHOUN_UNIT1	CALHOUN	GAS	COASTAL	2017	467.0
53 CALHOUN (PORT COMFORT) 2		CALHOUN_UNIT2	CALHOUN	GAS	COASTAL	2017	467.0
54 CEDAR BAYOU 4 CTG 1		CBY4_CT41	CHAMBERS	GAS	HOUSTON	2009	188.0
55 CEDAR BAYOU 4 CTG 2		CBY4_CT42	CHAMBERS	GAS	HOUSTON	2009	188.0
56 CEDAR BAYOU 4 CTG 3		CBY4_CT43	CHAMBERS	GAS	HOUSTON	2009	182.0
57 COLORADO BEND ENERGY CENTER CTG 1		CBEC_CT1	WHARTON	GAS	SOUTH	2007	74.0
58 COLORADO BEND ENERGY CENTER CTG 2		CBEC_CT2	WHARTON	GAS	SOUTH	2007	67.0
59 COLORADO BEND ENERGY CENTER CTG 3		CBEC_CT3	WHARTON	GAS	SOUTH	2007	100.0
60 COLORADO BEND ENERGY CENTER CTG 4		CBEC_CT4	WHARTON	GAS	SOUTH	2008	73.0
61 COLORADO BEND ENERGY CENTER CTG 5		CBEC_CT5	WHARTON	GAS	SOUTH	2008	68.0
62 COLORADO BEND ENERGY CENTER CTG 6		CBEC_CT6	WHARTON	GAS	SOUTH	2008	105.0
63 COLORADO BEND II CT1		CBECII_CT1	WHARTON	GAS	SOUTH	2017	347.8
64 COLORADO BEND II CT2		CBECII_CT2	WHARTON	GAS	SOUTH	2017	346.8
65 COLORADO BEND II CT3		CBECII_CT3	WHARTON	GAS	SOUTH	2017	433.4
66 CVC CHANNELVIEW CTG 1		CVC_CVC_G1	HARRIS	GAS	HOUSTON	2006	181.0
67 CVC CHANNELVIEW CTG 2		CVC_CVC_G2	HARRIS	GAS	HOUSTON	2006	178.0
68 CVC CHANNELVIEW CTG 3		CVC_CVC_G3	HARRIS	GAS	HOUSTON	2006	176.0
69 CVC CHANNELVIEW CTG 4		CVC_CVC_G4	HARRIS	GAS	HOUSTON	2006	144.0
70 DEER PARK ENERGY CENTER CTG 1		DDPEC_CT1	HARRIS	GAS	HOUSTON	2002	190.0
71 DEER PARK ENERGY CENTER CTG 2		DDPEC_CT2	HARRIS	GAS	HOUSTON	2002	202.0
72 DEER PARK ENERGY CENTER CTG 3		DDPEC_CT3	HARRIS	GAS	HOUSTON	2002	190.0
73 DEER PARK ENERGY CENTER CTG 4		DDPEC_CT4	HARRIS	GAS	HOUSTON	2002	202.0
74 DEER PARK ENERGY CENTER CTG 5		DDPEC_CT5	HARRIS	GAS	HOUSTON	2002	290.0
75 DEER PARK ENERGY CENTER CTG 6		DDPEC_CT6	HARRIS	GAS	HOUSTON	2014	174.0
76 ENNIS POWER STATION CTG 2		ETCCS_CT1	ELLIS	GAS	NORTH	2002	209.0
77 ENNIS POWER STATION CTG 1		ETCCS_UNIT1	ELLIS	GAS	NORTH	2002	116.0
78 FERGUSON REPLACEMENT CTG1		FERGOC_FERGOT1	LLANO	GAS	SOUTH	2014	176.0
79 FERGUSON REPLACEMENT CTG2		FERGOC_FERGOT2	LLANO	GAS	SOUTH	2014	176.0
80 FERGUSON REPLACEMENT CTG3		FERGOC_FERGOT3	LLANO	GAS	SOUTH	2014	189.0
81 FORNEY ENERGY CENTER CTG 11		FRNVP_CT11	KAUFMAN	GAS	NORTH	2003	167.0
82 FORNEY ENERGY CENTER CTG 12		FRNVP_CT12	KAUFMAN	GAS	NORTH	2003	156.0
83 FORNEY ENERGY CENTER CTG 13		FRNVP_CT13	KAUFMAN	GAS	NORTH	2003	156.0
84 FORNEY ENERGY CENTER CTG 21		FRNVP_CT21	KAUFMAN	GAS	NORTH	2003	167.0
85 FORNEY ENERGY CENTER CTG 22		FRNVP_CT22	KAUFMAN	GAS	NORTH	2003	159.0
86 FORNEY ENERGY CENTER CTG 23		FRNVP_CT23	KAUFMAN	GAS	NORTH	2003	159.0
87 FORNEY ENERGY CENTER CTG 10		FRNVP_CT10	KAUFMAN	GAS	NORTH	2003	408.0
88 FORNEY ENERGY CENTER CTG 20		FRNVP_CT20	KAUFMAN	GAS	NORTH	2003	408.0
89 FREESTONE ENERGY CENTER CTG 1		FREC_CT1	FREESTONE	GAS	NORTH	2002	156.2
90 FREESTONE ENERGY CENTER CTG 2		FREC_CT2	FREESTONE	GAS	NORTH	2002	156.2
91 FREESTONE ENERGY CENTER CTG 3		FREC_CT3	FREESTONE	GAS	NORTH	2002	178.0
92 FREESTONE ENERGY CENTER CTG 4		FREC_CT4	FREESTONE	GAS	NORTH	2002	156.5
93 FREESTONE ENERGY CENTER CTG 5		FREC_CT5	FREESTONE	GAS	NORTH	2002	156.5
94 FREESTONE ENERGY CENTER CTG 6		FREC_CT6	FREESTONE	GAS	NORTH	2002	177.1
95 GREGORY POWER PARTNERS GT1		LGE_LGE_GT1	SAN PATRICIO	GAS	COASTAL	2000	152.0
96 GREGORY POWER PARTNERS GT2		LGE_LGE_GT2	SAN PATRICIO	GAS	COASTAL	2000	151.0
97 GREGORY POWER PARTNERS GT3		LGE_LGE_GT3	SAN PATRICIO	GAS	COASTAL	2000	75.0
98 GUADALUPE ENERGY CENTER CTG 1		GUADG_GA81	GUADALUPE	GAS	SOUTH	2000	158.0
99 GUADALUPE ENERGY CENTER CTG 2		GUADG_GA82	GUADALUPE	GAS	SOUTH	2000	158.0
100 GUADALUPE ENERGY CENTER CTG 3		GUADG_GA83	GUADALUPE	GAS	SOUTH	2000	158.0
101 GUADALUPE ENERGY CENTER CTG 4		GUADG_GA84	GUADALUPE	GAS	SOUTH	2000	158.0
102 GUADALUPE ENERGY CENTER CTG 5		GUADG_STM5	GUADALUPE	GAS	SOUTH	2000	200.0
103 GUADALUPE ENERGY CENTER CTG 6		GUADG_STM6	GUADALUPE	GAS	SOUTH	2000	200.0
104 HAYS ENERGY FACILITY CSG 1		HAYSEN_HAYSENG1	HAYS	GAS	SOUTH	2002	213.0
105 HAYS ENERGY FACILITY CSG 2		HAYSEN_HAYSENG2	HAYS	GAS	SOUTH	2002	214.0

UNIT NAME	GENERATION INTERCONNECTION PROJECT CODE	UNIT CODE	COUNTY	FUEL	ZONE	START YEAR	CAPACITY (MW)
636 PENASCAL WIND 1		PENA_UNIT1	KENEDY	WIND-C	COASTAL	2009	160.8
637 PENASCAL WIND 2		PENA_UNIT2	KENEDY	WIND-C	COASTAL	2009	141.6
638 PENASCAL WIND 3		PENA3_UNIT3	KENEDY	WIND-C	COASTAL	2011	100.8
639 SAN ROMAN WIND		SANROMAN_WIND_1	CAMERON	WIND-C	COASTAL	2017	95.2
640 HARBOR WIND		DG_NUECE_6UNITS	NUECES	WIND-C	COASTAL	2012	9.0
641 Operational Wind Capacity Sub-total (Coastal Counties)							2,619.6
642 Wind Peak Average Capacity Percentage (Coastal)		WIND_PEAK_PCT_C	%				68.0
643							
644 Operational Wind Capacity Total (All Counties)		WIND_OPERATIONAL					21,540.2
645							
646 Operational Resources (Solar)							
647 ACACIA SOLAR		ACACIA_UNIT_1	PRESIDIO	SOLAR	WEST	2012	10.0
648 BHE SOLAR PEARL PROJECT (SIRIUS 2)		SIRIUS_UNIT2	PECOS	SOLAR	WEST	2017	49.1
649 BNB LAMESA SOLAR (PHASE I)		LMESASLR_UNIT1	DAWSON	SOLAR	WEST	2018	101.6
650 CASTLE GAP SOLAR		CASL_GAP_UNIT1	UPTON	SOLAR	WEST	2018	180.0
651 FS BARILLA SOLAR-PECOS		HOVEY_UNIT1	PECOS	SOLAR	WEST	2015	22.0
652 FS EAST PECOS SOLAR		BOOTLEG_UNIT1	PECOS	SOLAR	WEST	2017	121.1
653 OCI ALAMO 1 SOLAR		OCI_ALM1_UNIT1	BEXAR	SOLAR	SOUTH	2013	39.2
654 OCI ALAMO 4 SOLAR-BRACKETVILLE		ECLIPSE_UNIT1	KINNEY	SOLAR	SOUTH	2014	37.6
655 OCI ALAMO 5 (DOWNIE RANCH)		HELIOS_UNIT1	UVALDE	SOLAR	SOUTH	2015	95.0
656 OCI ALAMO 6 (SIRIUS/WEST TEXAS)		SIRIUS_UNIT1	PECOS	SOLAR	WEST	2017	110.2
657 OCI ALAMO 7 (PAINT CREEK)		SOLARA_UNIT1	HASKELL	SOLAR	WEST	2016	106.4
658 RE ROSEROCK SOLAR 1		REROCK_UNIT1	PECOS	SOLAR	WEST	2016	78.8
659 RE ROSEROCK SOLAR 2		REROCK_UNIT2	PECOS	SOLAR	WEST	2016	78.8
660 RIGGINS (SE BUCKTHORN WESTEX SOLAR)		RIGGINS_UNIT2	PECOS	SOLAR	WEST	2018	150.0
661 SOLAIREHOLMAN 1		LASSO_UNIT1	BREWSTER	SOLAR	WEST	2018	50.0
662 SP-TX-12-PHASE B		SPTX12B_UNIT1	UPTON	SOLAR	WEST	2017	157.5
663 WEBBERVILLE SOLAR		WEBBER_S_WSP1	TRAVIS	SOLAR	SOUTH	2011	26.7
664 BECK 1		DG_CECOSOLAR_DG_BECK1	BEXAR	SOLAR	SOUTH	2016	1.0
665 BLUE WING 1 SOLAR		DG_BROOK_UNIT1	BEXAR	SOLAR	SOUTH	2010	7.6
666 BLUE WING 2 SOLAR		DG_ELEM_UNIT1	BEXAR	SOLAR	SOUTH	2010	7.3
667 FIFTH GENERATION SOLAR 1		DG_FGGSOLAR1	TRAVIS	SOLAR	SOUTH	2016	1.6
668 HM SEALY SOLAR 1		DG_SEALY_UNIT1	AUSTIN	SOLAR	SOUTH	2015	1.6
669 OCI ALAMO 2 SOLAR-ST_HEDWIG		DG_STHWG_UNIT1	BEXAR	SOLAR	SOUTH	2014	4.4
670 OCI ALAMO 3-WALZEM SOLAR		DG_WALZM_UNIT1	BEXAR	SOLAR	SOUTH	2014	5.5
671 RENEWABLE ENERGY ALTERNATIVES-CCS1		DG_COSERVSS_CCS1	DENTON	SOLAR	NORTH	2015	2.0
672 SUNEDISON RABEL ROAD SOLAR		DG_VALL1_UNIT1	BEXAR	SOLAR	SOUTH	2012	8.9
673 SUNEDISON VALLEY ROAD SOLAR		DG_VALL2_UNIT1	BEXAR	SOLAR	SOUTH	2012	8.9
674 SUNEDISON CPS3 SOMERSET 1 SOLAR		DG_SOME1_UNIT1	BEXAR	SOLAR	SOUTH	2012	5.6
675 SUNEDISON SOMERSET 2 SOLAR		DG_SOME2_UNIT1	BEXAR	SOLAR	SOUTH	2012	5.0
676 WALNUT SPRINGS		DG_WLNTSPRG_UNIT1	BOSQUE	SOLAR	NORTH	2016	10.0
677 Operational Capacity Total (Solar)							1,485.4
678 Solar Peak Average Capacity Percentage		SOLAR_PEAK_PCT	%				85.0
679							
680 Reliability Must-Run (RMR) Capacity		RMR_CAP_CONT					-
681							
682 Capacity Pending Retirement		PENDRETIRE_CAP					-
683							
684 Non-Synchronous Tie Resources							
685 EAST TIE		DC_E	FANNIN		NORTH		600.0
686 NORTH TIE		DC_N	WILBARGER		WEST		220.0
687 EAGLE PASS TIE		DC_S	MAVERICK		SOUTH		30.0
688 LAREDO VFT TIE		DC_L	WEBB		SOUTH		100.0
689 SHARYLAND RAILROAD TIE		DC_R	HIDALGO		SOUTH		150.0
690 SHARYLAND RAILROAD TIE 2		DC_R2	HIDALGO		SOUTH		150.0
691 Non-Synchronous Ties Total							1,250.0
692 Non-Synchronous Ties Capacity Contribution (Top 20 Hours)		DCTIE_CAP_CONT		OTHER			260.5
693							
694 Planned Thermal Resources with Executed SGIA, Air Permit, GHG Permit and Proof of Adequate Water Supplies							
695 FGE TEXAS I PROJECT	18INR0010		MITCHELL	GAS	WEST	2021	-
696 FRIENDSWOOD G	13INR0049		HARRIS	GAS	HOUSTON	2018	119.0
697 HALYARD HENDERSON	18INR0045		HENDERSON	GAS	NORTH	2021	-
698 HALYARD WHARTON ENERGY CENTER	16INR0044		WHARTON	GAS	SOUTH	2020	-
699 HUDSON (BRAZORIA ENERGY G)	16INR0076		BRAZORIA	GAS	COASTAL	2019	96.0
700 MIRAGE	17INR0022		HARRIS	GAS	HOUSTON	2019	11.0
701 VICTORIA CITY (CITYVICT)	16INR0035		VICTORIA	GAS	SOUTH	2019	-
702 VICTORIA PORT (VICTPORT)	17INR0045		VICTORIA	GAS	SOUTH	2018	100.0
703 Planned Capacity Total (Coal, Gas & Storage)							326.0
704							
705 Planned Wind Resources with Executed SGIA							
706 ARMSTRONG WIND	18INR0029		ARMSTRONG	WIND	PANHANDLE	2020	-
707 BARRROW RANCH (JUMBO HILL WIND)	18INR0038		ANDREWS	WIND	WEST	2019	-
708 BLUE SUMMIT II	18INR0070		WILBARGER	WIND	WEST	2019	102.0
709 CABEZON WIND (RIO BRAVO I WIND)	17INR0005		STARR	WIND	SOUTH	2019	-
710 CACTUS FLATS WIND	16INR0086		CONGHO	WIND	WEST	2018	148.4
711 CANADIAN BREAKS WIND	13INR0026		OLDHAM	WIND	PANHANDLE	2019	-
712 CANYON WIND	16INR0030		SCURRY	WIND	WEST	2020	-
713 COMANCHE RUN WIND	12INR0029		SWISHER	WIND	PANHANDLE	2019	-
714 COYOTE WIND	17INR0027b		SCURRY	WIND	WEST	2019	-
715 DARMSTADT	18INR0023		SCHLEICHER	WIND	WEST	2018	-
716 EASTER WIND	15INR0063		CASTRO	WIND	PANHANDLE	2020	-
717 EDMONDSON RANCH WIND	18INR0043		GLASSCOCK	WIND	WEST	2020	-
718 FOARD CITY WIND	19INR0019		FOARD	WIND	WEST	2019	-
719 GOODNIGHT WIND	14INR0033		ARMSTRONG	WIND	PANHANDLE	2019	-
720 GOPHER CREEK WIND	18INR0067		SCURRY	WIND	WEST	2019	-
721 HARALD (BEARKAT WIND B)	15INR0064b		GLASSCOCK	WIND	WEST	2019	-
722 HART WIND	16INR0033		CASTRO	WIND	PANHANDLE	2020	-
723 HIGH LONESOME W	19INR0036		CROCKETT	WIND	WEST	2019	-
724 KONTIKI 1 WIND	19INR0099a		GLASSCOCK	WIND	WEST	2019	-
725 KONTIKI 2 WIND	19INR0099b		GLASSCOCK	WIND	WEST	2020	-
726 LOCKETT WIND FARM	16INR0062b		WILBARGER	WIND	WEST	2019	-
727 LOMA PINTA WIND	18INR0112		LA SALLE	WIND	SOUTH	2019	-
728 LORAIN WINDPARK PHASE III	18INR0068		MITCHELL	WIND	WEST	2018	100.0
729 MARIAH DEL ESTE	13INR0010a		PARMER	WIND	PANHANDLE	2018	152.5
730 MAVERICK CREEK I	20INR0045		CONCHO	WIND	WEST	2020	-
731 MAVERICK CREEK II	20INR0046		CONCHO	WIND	WEST	2020	-
732 MESTENO WIND	16INR0081		STARR	WIND	SOUTH	2019	-
733 NORTHDRAW WIND	13INR0025		RANDALL	WIND	PANHANDLE	2019	-
734 OVEJA WIND	18INR0033		IRION	WIND	WEST	2019	-
735 PANHANDLE WIND 3	14INR0030c		CARSON	WIND	PANHANDLE	2020	-
736 PRAIRIE HILL WIND	19INR0100		LIMESTONE	WIND	NORTH	2020	-
737 PUMPKIN FARM WIND	18INR0037c		FLOYD	WIND	PANHANDLE	2019	-
738 RANCHERO WIND	20INR0011		CROCKETT	WIND	WEST	2019	-
739 RTS 2 WIND (HEART OF TEXAS WIND)	18INR0016		MCCULLOCH	WIND	SOUTH	2019	-
740 S_HILLS WIND (LITTLE MOUNTAIN WIND)	12INR0055		BAYLOR	WIND	WEST	2019	-
741 SAGE DRAW WIND	19INR0163		LYNN	WIND	WEST	2019	-



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Disclaimer on the use of this report, and references to associated ERCOT Binding Documents \*\*\*Please read\*\*\*

A list of the various acronyms used throughout the report

Tables that provide project aggregate counts and megawatt capacities by GINR phase and fuel type

A table listing project commissioning approval milestones met for the month: energization, synchronization, and commercial operations approval

A table listing the projects cancelled for the month

A table that lists project details; only includes projects for which a Full Interconnection Study has been requested

Charts and tables that show historical and projected interconnection study trends.

Time of Report Run: Nov 1, 2018 6:07:00 AM



## **Generator Interconnection Status Report - Disclaimer**

### **FOR PLANNING PURPOSES ONLY**

This ERCOT Working Paper has been prepared for specific ERCOT and Market Participant purposes, and has been developed mainly from data provided by Interconnecting Entities and Transmission Service Providers.

The data may contain errors or be obsolete depending on when the data was entered. ERCOT MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND DISCLAIMS ANY AND ALL LIABILITY WITH RESPECT TO THE ACCURACY OF SAME OR THE FITNESS OR APPROPRIATENESS OF SAME FOR ANY PARTICULAR USE. THIS ERCOT WORKING PAPER IS SUPPLIED WITH ALL FAULTS.

### **References**

The links below provide more information on the ERCOT interconnection process:

<http://www.ercot.com/mktrules/guides/planning/current>

<http://www.ercot.com/services/rq/re/reg/Resource%20Interconnection%20Handbook.pdf>



## Acronyms

GINR = Generation Interconnection or Change Request

COD: Commercial Operation Date

SS = Security Screening Study

FIS = Full Interconnection Study

IA = Interconnection Agreement; can be either of the following:

- Standard Generation Interconnection Agreement (SGIA)
- Public financially binding agreement

- An official letter from a Municipally Owned Utility or Electric Cooperative signifying developer intent to build and operate generation facilities and interconnect with the MOU or EC

POI = Point of Interconnection

INR = Interconnection Request Number

TSP = Transmission Service Provider

NtP = Notice-to-Proceed given to the TSP for interconnection construction

CDR: Capacity, Demand and Reserves Report

SFS: Sufficient Financial Security provided to the TSP for construction of the interconnection facilities

QSA: Quarterly Stability Assessment

### Fuel Types

BIO = Biomass

COA = Coal

GAS = Gas

GEO = Geothermal

HYD = Hydrogen

NUC = Nuclear

OIL = Fuel Oil

OTH = Other

PET = Petcoke

SOL = Solar

WAT = Water

WIN = Wind

### Technology Types

BA = Battery Energy Storage

CC = Combined-Cycle

CE = Compressed Air Energy Storage

CP = Concentrated Solar Power

EN = Energy Storage

FC = Fuel Cell

GT = Combustion (gas) Turbine, but not part of a Combined-Cycle

HY = Hydroelectric Turbine

IC = Internal Combustion Engine, eg. Reciprocating

OT = Other

PV = Photovoltaic Solar

ST = Steam Turbine other than Combined-Cycle

WT = Wind Turbine



**GINR Project Details**

**NOTES:**

Due to Protocol confidentiality provisions, only those projects for which a Full Interconnection Study has been requested are included.

The megawatt capacities for projects identified as repowering are reported on a net change basis with respect to the original capacity amount, and thus may have zero or negative values. For projects where increased self-serve load is part of the interconnection studies, the reported capacity is the maximum net MW available to the grid.

The construction start date is the date physical on-site work of a significant nature (such as excavation for footings or foundations or pouring of concrete for foundations) has begun and is on-going. Additionally, major equipment items (such as turbines or step-up transformers) are on-site, in route to the site, or being manufactured under a binding contract with significant financial commitments. The construction end date is the date when all plant systems are ready for commissioning/startup activities. Note that the reporting of Construction Start and End Dates will not begin until ERCOT's online GINR system is available to project developers for data entry. Blank cells on Air Permit, GHG Permit and Water Availability indicate the emission permits/proof of water supplies are required but have not obtained or reported to ERCOT yet.

**Project Attributes**

INR	Project Name	GINR Study Phase	Interconnecting Entry	POI Location	County	Projected CO <sub>2</sub>	Fuel	Technology	Capacity (MW)	Change indicators: Proj Name, MW Size, COD, SFS/NIP, FIS Request	Changes from Last Report		GINR Project Milestone Dates		
											Screening Study Started	Screening Study Complete	FIS Requested	FIS Approved	
121NR0019b	Grandview 5 W	SS Completed, FIS Started, No IA	Egn	79205 Railhead 345kV	Gray	PANHANDLE	12/15/2020	WIN	WT	249		07/21/2006	10/02/2006	07/21/2006	
11NR00054	Midway Wind	SS Completed, FIS Completed, IA	Apex Clean	8961 Whitepoint 138kV	San Patroco	COASTAL	12/15/2018	WIN	WT	162.9		02/28/2009	05/28/2009	11/30/2009	04/19/2018
11NR00062	Shaffer	SS Completed, FIS Completed, IA	NRG	85000 Nelson Sharpe 345kV	Nueces	COASTAL	04/01/2019	WIN	WT	226		04/23/2009	06/16/2009	07/21/2009	05/13/2018
121NR0002a	Silver Canyon Wind A	SS Completed, FIS Completed, IA	EDP Renewables	79503 Tule Canyon 345kV	Briscoe	PANHANDLE	10/31/2020	WIN	WT	200		01/03/2007	01/26/2007	07/31/2007	08/30/2018
121NR00029	Comanche Run Wind	SS Completed, FIS Started, IA	Avangrid	79501 Ogallala 345kV	Swisher	PANHANDLE	12/31/2019	WIN	WT	500		03/02/2009	05/28/2009	07/01/2009	
121NR00055	S_Hills Wind	SS Completed, FIS Completed, IA	SEYMOUR HILLS WIND PROJECT, LLC	tap 69kV radial LakeKempSw 782 - LakeKemp 783	Baylor	WEST	04/01/2019	WIN	WT	30.24	MW Size				
121NR0059b	HOVEY (Banfa Solar 1B)	SS Completed, FIS Completed, IA	First Solar	181651 Hovey 34 5kV	Pecos	WEST	09/22/2018	SOL	PV	7.4		09/28/2010	12/20/2010	06/17/2016	05/19/2018
121NR00060	Wilson Ranch	SS Completed, FIS Completed, IA	ENGIE	76003 Big Hill 345kV	Schleicher	WEST	12/05/2018	WIN	WT	199.5		12/03/2010	03/21/2014	06/06/2011	05/31/2018
131NR0010a	Manah Del Este	SS Completed, FIS Started, IA	Manah Acquisition	141765 Marah 345kV	Parmer	PANHANDLE	12/31/2018	WIN	WT	152.5		06/29/2008	09/25/2009	03/26/2010	
131NR0010def	Scandia Wind DEF	SS Completed, FIS Completed, IA	Scandia Southwest	141765 Marah 345kV	Parmer	PANHANDLE	11/01/2019	WIN	WT	600.3		06/29/2009	09/25/2009	03/26/2010	08/03/2017
131NR00025	Northdraw Wind	SS Completed, FIS Completed, IA	National Renewable Solutions	79504 AJ Swope 345kV	Randall	PANHANDLE	09/30/2019	WIN	WT	150		06/15/2010	09/02/2010	03/01/2011	08/30/2017
131NR00026	Canadian Breaks Wind	SS Completed, FIS Completed, IA	Macquane Cap	Tap 345kV 79502 Windmill - 79504 AJ Swope	Olham	PANHANDLE	09/13/2019	WIN	WT	210		07/06/2010	10/04/2010	04/01/2011	03/16/2017
131NR00038	Wildrose Wind	SS Completed, FIS Started, IA	S Power	79501 Ogallala 345kV	Swisher	PANHANDLE	12/30/2020	WIN	WT	302.5		05/01/2011	05/28/2011	11/02/2011	
131NR00049	FEGC	SS Completed, FIS Completed, IA	FRIENDSWOOD Energy Genco	47150 HOC 138kV	Harris	HOUSTON	09/15/2018	GAS	GT	129		02/03/2012	03/13/2012	05/16/2012	06/17/2015
141NR00009	WKN Amadeus Wind	SS Completed, FIS Started, IA	WKN	tap 345kV 11305 Dermott - 80704 Kirchof	Kent	WEST	10/31/2019	WIN	WT	245.9		01/24/2011	03/18/2011	06/12/2011	
141NR0002c	Panhandle Wind 3	SS Completed, FIS Started, IA	Pattern Energy	79005 Railhead 345kV	Carson	PANHANDLE	12/01/2020	WIN	WT	248		07/03/2012	08/17/2012	03/28/2014	
141NR00233	Goodnight Wind	SS Completed, FIS Completed, IA	FGE Power	tap 345kV 79500 Albatres - 79503 Tule Canyon	Armstrong	PANHANDLE	08/11/2019	WIN	WT	496.8		07/24/2012	09/19/2012	03/04/2013	09/25/2017
141NR00244	West of Pecos Solar	SS Completed, FIS Started, IA	Eon	1094 Mason 138kV	Reeves	WEST	12/15/2019	SOL	PV	100		01/21/2013	02/19/2013	06/12/2013	
141NR00245	Torreclias Wind	SS Completed, FIS Completed, IA	Nextera	161252, 161301 Torreclias 34 5kV	Webb	SOUTH	12/31/2018	WIN	WT	300.5		01/30/2013	03/14/2013	01/30/2013	05/14/2018
151NR00034	El Algodon Alto W	SS Completed, FIS Started, No IA	Eon	tap 345kV 8455 Lon Hill - 5725 Pawnee	San Patroco	COASTAL	12/31/2019	WIN	WT	201		02/04/2013	03/25/2013	08/16/2013	
151NR00035	Stella 1 Wind	SS Completed, FIS Completed, IA	Eon	80076 Ajo 345kV	Kenedy	COASTAL	12/31/2018	WIN	WT	201		02/04/2013	03/15/2013	08/19/2013	04/11/2018
151NR00044	Corazon Solar	SS Completed, FIS Started, No IA	Enerverse	80219 Lobo 345kV	Webb	SOUTH	12/31/2019	SOL	PV	200		09/06/2013	09/16/2013	08/20/2013	
151NR00051	Tierra Blanca W	SS Completed, FIS Started, No IA	Eon	79501 Ogallala 345kV	Randall	PANHANDLE	12/15/2019	WIN	WT	200		10/01/2013	10/18/2013	02/05/2014	
151NR00059	Emerald Grove Solar	SS Completed, FIS Started, IA	Cypress Creek Renewables	6601 Rio Pecos 138kV	Pecos	WEST	12/01/2019	SOL	PV	108		11/13/2013	12/23/2013	11/12/2013	
151NR00062	Hale Community W 1	SS Completed, FIS Started, No IA	Nextera	79506 Abernathy 345kV	Hale	PANHANDLE	12/31/2020	WIN	WT	200		11/27/2013	01/27/2014	04/15/2014	
151NR00062b	Hale Community W 2	SS Completed, FIS Started, No IA	Nextera	79506 Abernathy 345kV	Hale	PANHANDLE	12/31/2020	WIN	WT	122		11/27/2013	01/27/2014	04/15/2014	
151NR00063	Easter Wind	SS Completed, FIS Completed, IA	TrGlobal	79502 Windmill 345kV	Castro	PANHANDLE	10/31/2020	WIN	WT	307.5		12/18/2013	02/27/2014	04/15/2014	12/05/2017
151NR00064b	Harald (BearKat Wind B)	SS Completed, FIS Completed, IA	CIP	59903 Bearkat 345kV	Glassecock	WEST	10/04/2019	WIN	WT	162.1		11/27/2013	01/27/2014	04/15/2014	09/27/2017
151NR00090	Plugerville Solar	SS Completed, FIS Completed, IA	RRE Solar	tap 138kV 7336 Gillie - 3650 Elgin	Travis	SOUTH	12/31/2019	SOL	PV	144	COD	04/28/2015	07/01/2015	09/30/2015	03/09/2017
161NR00003	LEVEE (Freeport LNG)	SS Completed, FIS Completed, IA	Freeport LNG	43336 Oyster Cr 138kV	Brazoria	COASTAL	08/01/2019	GAS	GT	11		12/15/2011	02/15/2012	01/04/2012	01/22/2018
161NR00010	FGE Texas 1 Gas	SS Completed, FIS Started, IA	FGE Power	Tap 345kV 1030 Morgan - 1025 Falcon	Mitchell	WEST	04/30/2021	GAS	CC	742.9		04/24/2013	05/29/2013	05/14/2013	
161NR00012	Stella 2 Wind	SS Completed, FIS Started, No IA	Eon	tap 345kV 80076 Ajo - 80071 Zorilo	Kenedy	COASTAL	12/31/2019	WIN	WT	201		06/13/2013	03/15/2013	09/10/2013	
161NR00014	Cattelman Wind A	SS Completed, FIS Started, No IA	Eon	tap 345kV 79501 Ogallala - 79502 Windmill	Castro	PANHANDLE	12/15/2019	WIN	WT	201.6		10/01/2013	11/18/2013	02/10/2014	
161NR00014b	Cattelman Wind B	SS Completed, FIS Started, No IA	Eon	tap 345kV 79501 Ogallala - 79502 Windmill	Castro	PANHANDLE	12/15/2019	WIN	WT	201.6		10/01/2013	11/18/2013	02/10/2014	
161NR00019	BlueBell Solar	SS Completed, FIS Completed, IA	Nextera	76090 Dwyde 345kV	Coke	WEST	12/01/2018	SOL	PV	30		11/15/2013	12/30/2013	11/07/2013	05/01/2018
161NR00230	Lamesa Solar B (Phase II) IVORY	SS Completed, FIS Completed, IA	OCI Solar	1163 Lamesa 138kV	Dawson	WEST	12/31/2018	SOL	PV	50	Proj Name	06/26/2014	09/10/2014	03/27/2014	04/03/2018
161NR00033	Hart Wind	SS Completed, FIS Completed, IA	Onon	79501 Ogallala 345kV	Castro	PANHANDLE	12/31/2020	WIN	WT	150		02/10/2014	03/20/2014	10/27/2014	02/19/2018
161NR00037c	Pumkin Farm Wind	SS Completed, FIS Completed, IA	Apex Clean	79505 White Rver 345kV	Floyd	PANHANDLE	12/01/2019	WIN	WT	280.9		02/24/2014	04/08/2014	02/18/2014	01/12/2018
161NR00044	Hayard Wharton	SS Completed, FIS Started, IA	Hayard Energy	tap 345kV 9073 Holman - 44200 Hilde	Wharton	SOUTH	06/01/2020	GAS	GT	397.8		03/17/2014	04/28/2014	11/11/2014	
161NR00045	Hayard Henderson	SS Completed, FIS Started, IA	Hayard Energy	tap 345kV 3109 Stryker - 3123 Trmidad	Henderson	NORTH	05/01/2021	GAS	GT	484		03/20/2014	04/15/2014	07/21/2014	
161NR00049	Nazareth Solar	SS Completed, FIS Started, IA	Landlease Energy	79501 Ogallala 345kV	Castro	PANHANDLE	05/01/2020	SOL	PV	201		06/19/2014	07/25/2014	07/01/2014	
161NR00054	NA	SS Completed, FIS Completed, IA	NASA	42970 Nesa 138kV	Harris	HOUSTON	09/01/2018	GAS	CC	12		03/10/2015	04/01/2015	03/10/2015	01/26/2016
161NR0007b	Lockett Wind	SS Completed, FIS Completed, IA	Lincoln Clean	141355-E Electra 34 5kV	Wilbarger	WEST	09/30/2019	WIN	WT	184		09/15/2014	12/10/2014	12/05/2014	10/31/2018
161NR00074	Chocolate Bayou W	SS Completed, FIS Started, No IA	Infinly Renewables	tap 138kV 42080 Ameco - 42940 Monsanto	Brazoria	COASTAL	12/01/2019	WIN	WT	149.5		12/08/2014	03/02/2015	12/04/2014	

INR	Project Name	GINR Study Phase	Interconnecting Entity	POI Location	County	CDR Reporting Zone	Projected CO2	Fuel	Technology	Capacity (MW)	Change indicators: Proj Name, MW Size, COD, SFS/NIP, FIS Request	Screening Study Started	Screening Study Complete	FIS Requested	FIS Approved
16INR0076	Hudson (Ineos/Brazoria)	SS Completed, FIS Completed, IA	Ineos	42100 Hudson 138kV	Brazoria	COASTAL	01/31/2019	GAS	GT	96		01/12/2015	03/13/2015	06/24/2015	08/24/2017
16INR0081	Mesteno Wind	SS Completed, FIS Completed, IA	Duke Energy	80355 Del Sol 345kV	Starr	SOUTH	11/30/2019	WIN	WT	201.6		12/30/2014	03/08/2015	12/30/2014	01/29/2016
16INR0085	Priddy Wind	SS Completed, FIS Started, No IA	Invenery	tap 345kV 1444 Brown - 3422 Kilcon	Mills	NORTH	12/31/2020	WIN	WT	300		01/14/2015	02/11/2015	03/05/2015	
16INR0086	Cactus Flats Wind	SS Completed, FIS Completed, IA	Southern Power Company	tap 138kV 6480 SAPS - 6365 Yellow Jack	Concho	WEST	12/15/2019	WIN	WT	148.4		02/02/2015	03/27/2015	02/02/2015	10/20/2017
16INR0097	Morada Del Sol Solar	SS Completed, FIS Started, No IA	First Solar	tap 345kV 78002 Bakersfield 78000 NMcCarney	Upton	WEST	03/31/2020	SOL	PV	200		03/31/2015	06/23/2015	03/31/2015	
16INR0099	Hecate Solar	SS Completed, FIS Started, No IA	Hecate Energy	tap 69kV 6553 Banila - 5665 Albino REA	Brewster	WEST	12/31/2020	SOL	PV	33		03/27/2015	05/14/2015	03/27/2015	
16INR0101	Chatee Solar	SS Completed, FIS Started, No IA	Hecate Energy	6641 Sun Valley 69kV	Pecos	WEST	12/31/2020	SOL	PV	57		04/07/2015	05/14/2015	04/07/2015	
16INR0102	Owego Solar	SS Completed, FIS Started, No IA	Hecate Energy	6601 Rq Pecos 138kV	Pecos	WEST	12/31/2020	SOL	PV	74		04/07/2015	05/14/2015	04/07/2015	
16INR0104	Big Sampson Wind	SS Completed, FIS Started, No IA	Infinity Renewables	76005 Schneeman Draw 345kV	Crockett	WEST	12/31/2019	WIN	WT	400		05/11/2015	09/17/2015	05/11/2015	
16INR0105	Zapata I W	SS Completed, FIS Started, No IA	Nextera	80230 Molina 138kV	Jim Hogg	SOUTH	12/31/2019	WIN	WT	300		04/30/2015	05/26/2015	04/30/2015	
16INR0106	Whatey Solar	SS Completed, FIS Started, No IA	Invenery	1281 Amoco Midland tap 69kV	Andrews	WEST	12/31/2020	SOL	PV	150		05/05/2015	05/26/2015	09/22/2015	
16INR0111	Las Lomas Wind	SS Completed, FIS Started, No IA	Enerverse	8957 Lopeno 138kV	Starr	SOUTH	12/31/2019	WIN	WT	200		05/19/2015	06/25/2015	05/19/2015	
16INR0112	Loma Pinza Wind	SS Completed, FIS Completed, IA	Enerverse	5705 Fowlerston 138kV	La Salle	SOUTH	11/30/2019	WIN	WT	200		05/18/2015	07/02/2015	05/18/2015	03/24/2017
16INR0114	Upton Solar	SS Completed, FIS Started, IA	SunPower	132581 Upton 34 5kV	Upton	WEST	12/31/2019	SOL	PV	102		05/27/2015	07/02/2015	06/09/2015	
16INR0115	Waymark Solar	SS Completed, FIS Completed, IA	174 Power Global	76002 Bakersfield 345kV	Pecos	WEST	12/12/2018	SOL	PV	182		05/29/2015	06/12/2015	10/20/2015	04/30/2018
16INR0106	Tecovas 1 W	SS Completed, FIS Started, No IA	Engie	79503 Tule Canyon 345kV	Briscoe	PANHANDLE	05/01/2020	WIN	WT	200		06/23/2015	07/06/2015	10/19/2015	
16INR0119	Wake Solar	SS Completed, FIS Started, No IA	Invenery	59904 Cottonwood 345kV	Crosby	PANHANDLE	12/31/2021	SOL	PV	150		07/20/2015	07/27/2015	10/05/2015	
17NR0005	Cabezon Wind	SS Completed, FIS Completed, IA	Longroad Energy	80355 Del Sol 345kV	Starr	SOUTH	04/01/2019	WIN	WT	237.6		09/17/2013	10/25/2013	09/06/2013	12/22/2017
17NR0010	FGE Texas 2 Gas	SS Completed, FIS Started, IA	FGE Power	Tap 345kV 1030 Morgan - 1058 Longshore	Mitchell	WEST	05/25/2022	GAS	CC	742.9		02/11/2014	03/26/2014	02/19/2014	
17NR0020a	RE Maplewood 2a Solar	SS Completed, FIS Started, IA	Recurrent Energy	76002 Bakersfield 345kV	Pecos	WEST	12/31/2019	SOL	PV	100		10/17/2014	12/01/2014	10/22/2014	
17NR0020b	RE Maplewood 2b Solar	SS Completed, FIS Started, IA	Recurrent Energy	76002 Bakersfield 345kV	Pecos	WEST	12/31/2019	SOL	PV	100		10/17/2014	12/01/2014	10/22/2014	
17NR0020c	RE Maplewood 2c Solar	SS Completed, FIS Started, IA	Recurrent Energy	76002 Bakersfield 345kV	Pecos	WEST	12/31/2019	SOL	PV	100		10/17/2014	12/01/2014	10/22/2014	
17NR0020d	RE Maplewood 2d Solar	SS Completed, FIS Started, IA	Recurrent Energy	76002 Bakersfield 345kV	Pecos	WEST	12/31/2020	SOL	PV	100		10/17/2014	12/01/2014	10/22/2014	
17NR0020e	RE Maplewood 2e Solar	SS Completed, FIS Started, IA	Recurrent Energy	76002 Bakersfield 345kV	Pecos	WEST	12/31/2020	SOL	PV	100		10/17/2014	12/01/2014	10/22/2014	
17NR0022	MIRAGE	SS Completed, FIS Completed, IA	Net Power	111151 Mirage 13 8kV	Harris	HOUSTON	01/04/2019	GAS	GT	11		02/17/2015	05/01/2015	05/20/2015	09/13/2016
17NR0025	Relaj Del Sol Wind	SS Completed, FIS Started, No IA	EDF Renewables	80220 Cenozo 345kV	Zapata	SOUTH	10/31/2020	WIN	WT	202		03/24/2015	05/05/2015	09/14/2015	
17NR0027b	Coyote Wind	SS Completed, FIS Started, IA	Lincoln Clean	11305 Dermutt 345kV	Scurry	WEST	12/02/2019	WIN	WT	242.5		04/22/2015	05/22/2015	06/11/2015	
17INR0030	Estacado Solar	SS Completed, FIS Started, No IA	Avangrid	79502 Windmill 345kV	Daaf Smith	PANHANDLE	12/31/2019	SOL	PV	100		05/12/2015	06/01/2015	11/24/2015	
17INR0031	Espirito Wind	SS Completed, FIS Started, No IA	Acciona	5764 E Rio Honda 138kV	Cameron	COASTAL	12/31/2019	WIN	WT	148.5		05/19/2015	06/22/2015	10/26/2015	
17INR0033	Tecovas 2 W	SS Completed, FIS Started, No IA	Engie	79503 Tule Canyon 345kV	Briscoe	PANHANDLE	05/01/2020	WIN	WT	200		05/23/2015	07/06/2015	10/19/2015	
17INR0035	Las Majadas Wind	SS Completed, FIS Started, IA	EDF Renewable Energy	8318 Rio Honda 345kV plus 12.5m genie	Willacy	COASTAL	10/01/2020	WIN	WT	272.9		10/30/2015	12/14/2015	12/09/2015	
17INR0036	Grandview 4 Phase A Wind	SS Completed, FIS Started, No IA	Eon	tap 345kV 79000 Gray - 79005 Allen	Gray	PANHANDLE	12/31/2019	WIN	WT	200.5		11/25/2015	01/11/2016	01/21/2016	
17INR0037	Palmas Altas Wind	SS Completed, FIS Completed, IA	Acciona	5760 PALMAS 138 kV	Cameron	COASTAL	08/01/2019	WIN	WT	144.9		03/24/2016	05/06/2016	07/20/2016	08/07/2018
17INR0038	Zapata II W	SS Completed, FIS Started, No IA	Nextera	80220 Cenozo 345kV	Zapata	SOUTH	12/31/2019	WIN	WT	400		01/05/2016	02/15/2016	01/05/2016	
17INR0043	Vacuero - Wind	SS Completed, FIS Started, No IA	Enerverse	tap 345kV 8905 N Edinb - 8455 Lon Hill	Brooks	SOUTH	12/31/2020	WIN	WT	400		04/01/2016	05/10/2016	04/01/2016	
17INR0045	VicPort	SS Completed, FIS Completed, IA	Castelman Power	8143 Dupont 138kV	Calhoun	COASTAL	11/23/2018	GAS	GT	100	COD	04/20/2016	06/10/2016	01/10/2017	06/15/2016
17INR0052	Horse13 CallD repower	SS Completed, FIS Completed, No IA	Nextera	6215 Bluff Creek 138kV	Taylor	WEST	11/01/2018	WIN	WT	44		10/03/2016	10/17/2016	10/03/2016	04/10/2018
17INR0053	HHGT repower Horse13+CallD	SS Completed, FIS Completed, No IA	Nextera	7046 Kendall 345kV	Taylor	WEST	11/01/2018	WIN	WT	44		10/03/2016	10/17/2016	10/03/2016	07/06/2017
17INR0054	Capricorn I & II repower	SS Completed, FIS Completed, No IA	Nextera	180757 Capricorn Rdge 3 138kV	Sterling	WEST	11/01/2018	WIN	WT	32		03/09/2017	04/24/2017	03/09/2017	02/26/2018
17INR0056	Callahan repower	SS Completed, FIS Completed, No IA	Nextera		Taylor	WEST	11/01/2018	WIN	WT	0		07/19/2017	09/15/2017	07/19/2017	09/14/2017
17INR0057	Red Canyon repower	SS Completed, FIS Completed, No IA	Nextera		Borden	WEST	11/01/2018	WIN	WT	0		07/21/2017	09/15/2017	07/21/2017	10/13/2017
17INR0058	Horse hollow II repower	SS Completed, FIS Completed, No IA	Nextera	Bluff Creek 136kV	Taylor	WEST	11/01/2018	WIN	WT	0		07/28/2017	09/15/2017	07/28/2017	12/12/2017
17INR0060	Horse hollow IV repower	SS Completed, FIS Completed, No IA	Nextera		Taylor	WEST	11/01/2018	WIN	WT	0		07/28/2017	09/15/2017	07/28/2017	12/12/2017
17INR0061	Capricorn IV repower	SS Completed, FIS Completed, No IA	Nextera		Sterling	WEST	11/01/2018	WIN	WT	9		08/23/2017	09/15/2017	08/23/2017	02/09/2018
17INR0063	Capricorn I repower	SS Completed, FIS Completed, No IA	Nextera		Sterling	WEST	11/01/2018	WIN	WT	0		08/16/2017	09/15/2017	08/16/2017	11/08/2017
17INR0064	Capricorn II repower	SS Completed, FIS Completed, No IA	Nextera		Sterling	WEST	11/01/2018	WIN	WT	0		08/16/2017	09/15/2017	08/16/2017	12/12/2017
17INR0065	Capricorn III repower	SS Completed, FIS Completed, No IA	Nextera		Sterling	WEST	11/01/2018	WIN	WT	0		08/16/2017	09/15/2017	08/16/2017	11/08/2017
17INR0067	Sweetwater 1 repower	SS Completed, FIS Completed, No IA	Leeward Energy	180151 Sweetwater/1 34 5kV	Nolan	WEST	09/15/2019	WIN	WT	0		10/03/2017	10/03/2017	10/03/2017	10/11/2017
17INR0068	Sweetwater 2 repower	SS Completed, FIS Completed, IA	Leeward Energy	180153 Sweetwater/3 34 5kV	Nolan	WEST	09/15/2019	WIN	WT	7.3		10/05/2017	10/05/2017	10/05/2017	11/10/2017
17INR0069	Trent repower	SS Completed, FIS Completed, IA	Invenery	1338 Eskola 138kV	Nolan	WEST	09/28/2018	WIN	WT	6.4		11/08/2017	11/28/2017	11/08/2017	03/01/2018
17INR0070	Desert Sky repower	SS Completed, FIS Completed, No IA	Invenery	two LCRA 138kV	Pecos	WEST	10/01/2018	WIN	WT	7.2		11/08/2017	11/28/2017	11/08/2017	02/06/2018
17INR0121	Horse 1 repower	SS Completed, FIS Completed, No IA	Nextera		Taylor	WEST	11/01/2018	WIN	WT	0		11/08/2017	11/08/2017	11/08/2017	11/08/2017
17INR0123	Horse 3 repower	SS Completed, FIS Completed, No IA	Nextera		Taylor	WEST	11/01/2018	WIN	WT	0		11/08/2017	11/08/2017	11/08/2017	11/08/2017
17INR0124	Capricorn 4 repower	SS Completed, FIS Completed, IA	Nextera		Coke	WEST	11/01/2018	WIN	WT	0		11/08/2017	11/08/2017	11/08/2017	11/08/2017
18INR0009	Eagle Pines Gas	SS Completed, FIS Started, No IA	FGE Power	tap 345kV 3109 Stryker - 3123 Tmidad	Cherokee	NORTH	02/15/2021	GAS	CC	1,173.5		03/30/2015	06/23/2015	04/29/2015	
18INR0014	Karankawa Wind	SS Completed, FIS Completed, IA	Avangrid	tap 345kV 8455 Lon Hill - 5725 Pawnee	San Patricio	COASTAL	12/31/2019	WIN	WT	200		10/28/2015	11/11/2015	05/04/2016	08/03/2018
18INR0016	RTS 2 Wind	SS Completed, FIS Started, IA	RES Americas	76006 Bow Wood 345kV	McCulloch	SOUTH	12/31/2019	WIN	WT	179.8		11/02/2015	12/07/2015	12/31/2015	
18INR0018	Peyton Creek Wind	SS Completed, FIS Completed, IA	Eon	tap 345kV 5915 STP - 42500 Dow	Matagorda	COASTAL	12/01/2019	WIN	WT	151.2		11/25/2015	12/22/2015	06/22/2016	07/24/2017
18INR0022	Winkler Solar	SS Completed, FIS Completed, IA	RES Americas	tap 138kV 1009 Yucca - 1145 Notrees	Winkler	WEST	12/31/2019	SOL	PV	150		02/02/2016	03/01/2016	05/13/2016	07/31/2017
18INR0023	Darmstad	SS Completed, FIS Completed, IA	RES Americas	60708 Orsted 345kV - Big Hill	Schleicher	WEST	12/31/2019	WIN	WT	200.9		06/07/2016	09/04/2016	10/07/2016	07/23/2018
18INR0025	Tahoka Wind	SS Completed, FIS Completed, IA	Lincoln Clean	79541 Farmland 345kV	Lynn	WEST	01/02/2019	WIN	WT	300	COD	03/14/2016	04/23/2016	04/23/2016	11/29/2017
18INR0027	Panwar Solar Farm	SS Completed, FIS Started, No IA	Immutenergy	tap 138kV 76032 N McCarney - 60361 Santa Rita	Upton	WEST	10/01/2019	SOL	PV	180		04/06/2016	05/27/2016	10/27/2016	
18INR0029	Armstrong Wind	SS Completed, FIS Completed, IA	Big Sky Energy	tap 345kV 79500 Alibates - 75033 Tule Canyon	Armstrong	PANHANDLE	03/31/2020	WIN	WT	253		05/10/2016	05/24/2016	07/25/2016	01/25/2018
18INR0030	Canyon Wind	SS Completed, FIS Started, IA	TriGlobal	11319 ScurryCounty 138kV	Scurry	WEST	06/30/2020	WIN	WT						

INR	Project Name	GINR Study Phase	Interconnecting Entity	POI Location	County	CDR Reporting Zone	Projected COD	Fuel	Technology	Capacity (MW)	Change indicators: Proj Name, MW Size, COD, SFS/NIP, FIS Request	Screening Study	Screening Study	FIS Requested	FIS Approved
												Started	Complete		
19INR0033	Oveja Wind	SS Completed, FIS Completed, IA	Invenergy	76005 Schneeman Draw 345kV	Inon	WEST	06/30/2019	WIN	WT	300		07/12/2016	09/07/2016	10/21/2016	07/11/2016
19INR0034	Blanco Canyon Wind	SS Completed, FIS Started, No IA	Invenergy	59904 Cottonwood 345kV	Crosby	PANHANDLE	12/31/2021	WIN	WT	259.7		07/12/2016	09/14/2016	03/22/2017	
19INR0035	CityVct	SS Completed, FIS Completed, IA	Casteman Power	8172 Victoria 138kV	Refugio	COASTAL	04/01/2019	GAS	GT	100	COD SFS/NIP	08/15/2016	09/27/2016	03/27/2017	07/25/2018
19INR0038	Barrow Ranch	SS Completed, FIS Completed, IA	Eng e	1134 Lutman 138kV	Andrews	WEST	12/01/2019	WIN	WT	160		10/02/2016	12/12/2016	06/19/2017	05/09/2018
19INR0039	Fowler Ranch	SS Completed, FIS Started, No IA	Solar Prime	tap 138kV 60014 Spudder - 76515 Crane	Crane	WEST	04/30/2020	SOL	PV	150		10/07/2016	11/08/2016	12/23/2016	
19INR0040	Soda Lake Solar 1	SS Completed, FIS Started, IA	Armgton Solar	Tap 138kV 6601 Ro Pecos - 60014 Spudder	Crane	WEST	07/01/2020	SOL	PV	200		10/07/2016	11/08/2016	02/10/2017	
19INR0042	Kaser Creek Wind	SS Completed, FIS Started, No IA	Calpne	Tap 138kV E275 Ablene East - 6670 Putnam	Callahan	WEST	10/01/2020	WIN	WT	100		10/12/2016	12/01/2016	10/07/2016	
19INR0043	Edmondson Ranch Wind	SS Completed, FIS Completed, IA	Wind Tex	59903 Bearkat 345kV	Glasscock	WEST	06/26/2020	WIN	WT	292.5	COD	10/26/2016	12/22/2016	02/01/2017	01/30/2018
19INR0044	Bluegrove Wind	SS Completed, FIS Started, No IA	Inneigex	tap 138kV 1468 LKAROWHD - 1470 NEWPRT_P	Clay	WEST	12/31/2019	WIN	WT	100		10/19/2016	12/06/2016	02/02/2017	
19INR0045	Misae Solar	SS Completed, FIS Started, IA	CIP	60501 Tesla 345kV	Childress	PANHANDLE	11/29/2019	SOL	PV	240.8		10/20/2016	01/06/2017	10/20/2016	
19INR0049	Santa Rita Solar	SS Completed, FIS Started, No IA	Invenergy	76005 Schneeman Draw 345kV	Crockett	WEST	12/31/2022	SOL	PV	400		11/09/2016	12/19/2016	05/30/2017	
19INR0050	Mustang Creek Solar	SS Completed, FIS Completed, No IA	Sunchase Power	5523 ETP 138kV	Jackson	SOUTH	12/01/2019	SOL	PV	150		11/16/2016	12/20/2016	03/22/2017	10/03/2018
19INR0051	Byers Wind	SS Completed, FIS Started, No IA	Inneigex	tap 345kV 6101 Riley - 1730 W Krum	Clay	WEST	12/31/2019	WIN	WT	200		11/28/2016	12/15/2016	01/30/2017	
19INR0053	Fort Bend Solar	SS Completed, FIS Started, No IA	Lenclease Energy	tap 138kV 44541 Orchard - 44190 E Bernard	Fort Bend	HOUSTON	12/01/2020	SOL	PV	240		12/19/2016	02/15/2017	09/08/2017	
19INR0055	Long Draw Solar	SS Completed, FIS Started, IA	ENGIE	59900 Long Draw 345kV	Borden	WEST	06/30/2020	SOL	PV	225	COD	12/15/2016	02/02/2017	02/28/2017	
19INR0056	Halmark Solar	SS Completed, FIS Started, No IA	Cypress Creek Renewables	tap 69kV 1824 Neyland - 1826 Cadmi	Hunt	NORTH	10/31/2019	SOL	PV	43		12/15/2016	02/16/2017	02/21/2017	
19INR0057	Green Valley Wind	SS Completed, FIS Started, No IA	Eon	Tap 138kV 8255 Hamilton - 8680 Rough Canyon	Val Verde	WEST	12/15/2019	WIN	WT	500		02/15/2017	03/13/2017	02/15/2017	
19INR0058	Texana Solar	SS Completed, FIS Started, No IA	Sunchase Power	tap 138kV 8102 El Campo - 8117 Ganaco	Wharton	SOUTH	03/01/2021	SOL	PV	150		12/23/2016	02/14/2017	03/22/2017	
19INR0059	Raymond Wind	SS Completed, FIS Started, IA	Eon	tap 345kV 8318 Rio Hondo - 8383 N Edinburg	Willacy	COASTAL	12/31/2019	WIN	WT	201.6		01/27/2017	03/09/2017	02/10/2017	
19INR0050	Brightside Solar	SS Completed, FIS Started, No IA	Cypress Creek Renewables	tap 69kV 8198 Beeville - 8400 Three River	Bee	SOUTH	12/01/2019	SOL	PV	50		02/17/2017	03/20/2017	02/21/2017	
19INR0062	Wagyu Solar	SS Completed, FIS Started, No IA	Cypress Creek Renewables	tap 138kV 43360 West Columbia - 44010 WA Pansh	Brazoria	COASTAL	12/01/2019	SOL	PV	121.9		02/22/2017	04/03/2017	02/22/2017	
19INR0064	Silver Star repower	SS Completed, FIS Completed, IA	BP	150511 Flat Creek 34 5kV	Eastland	NORTH	11/01/2019	WIN	WT	-7.2		04/05/2017	05/08/2017	07/08/2017	04/26/2018
19INR0065	Goodranch Solar	SS Completed, FIS Started, No IA	EDF Renewable Energy	79600 Vealmoor 138kV OR 79640 Vealmoor 345kV	Borden	WEST	12/01/2020	SOL	PV	200		05/23/2017	08/04/2017	04/02/2018	
19INR0067	Gopher Creek Wind	SS Completed, FIS Started, No IA	Terna Energy	11306 Dermott 138kV	Scurry	WEST	07/31/2019	WIN	WT	158	COD	07/11/2017	08/28/2017	07/26/2017	01/26/2018
19INR0068	Loraine Windpark Phase III	SS Completed, FIS Completed, IA	Third Planet Wind Power	181153 Lonewolf 345kV	Mitchel	WEST	12/21/2018	WIN	WT	100		08/14/2017	10/05/2017	10/20/2017	04/11/2018
19INR0069	Indian Mesa repower	SS Completed, FIS Completed, IA	Nextera	76019 Indian NWP 138kV	Pecos	WEST	01/01/2019	WIN	WT	0		05/22/2018	01/01/1900	05/22/2018	10/03/2018
19INR0070	Blue Summit II	SS Completed, FIS Completed, IA	Nextera	61001 Jim Teece 345kV	Wilbarger	WEST	01/15/2019	WIN	WT	102		11/02/2017	12/21/2017	11/02/2017	05/24/2018
19INR0072	Blue Summit repower	SS Completed, FIS Started, No IA	Nextera	140382 Blue Summit 1 6 34 5kV	Wilbarger	WEST	12/31/2018	WIN	WT	9.9		01/04/2018	01/04/2018	01/04/2018	
19INR0073	Sweetwater 1 repower	SS Completed, FIS Started, No IA	Leeward Energy		Nolan	WEST	12/31/2019	WIN	WT	3		02/09/2018	02/09/2018	02/09/2018	
19INR0075	Gulf Wind 1 repower	SS Completed, FIS Started, No IA	Pattern Energy	16C493 TGV 345kV	Kenedy	COASTAL	02/28/2019	WIN	WT	0		03/05/2018	03/05/2018	03/05/2018	
19INR0076	Wolf Hollow 2 repower	SS Completed, FIS Started, No IA	Exelon	1677 Mitchel Bend 345kV	Hood	NORTH	11/01/2018	GAS	CC	44		04/24/2018	04/24/2018	04/24/2018	
19INR0077	Colorado Bend 2 repower	SS Completed, FIS Started, No IA	Exelon	44C40 Bailey 345kV	Wharton	SOUTH	11/01/2018	GAS	CC	45		04/24/2018	04/24/2018	04/24/2018	
19INR0078	Bobcat Bluff repower	SS Completed, FIS Completed, No IA	EDF Renewable Energy	1475 Windhorst 138kV	Archer	WEST	12/31/2019	WIN	WT	12		05/15/2018	07/19/2018	05/15/2018	10/24/2018
19INR0079	Woodward 1 repower	SS Completed, FIS Started, No IA	Nextera	60400 Lynx 138kV	Pecos	WEST	01/01/2019	WIN	WT	0		06/27/2018	06/27/2018	06/27/2018	
19INR0080	Woodward 2 repower	SS Completed, FIS Started, No IA	Nextera	60400 Lynx 138kV	Pecos	WEST	12/31/2019	WIN	WT	0		06/19/2018	06/19/2018	06/19/2018	
19INR0001	Texas Solar Nova	SS Completed, FIS Started, No IA	SunPower	tap 345kV 11305 Dermott - 59904 Cottonwood	Kent	WEST	06/01/2019	SOL	PV	750		11/17/2015	12/30/2015	07/08/2016	
19INR0002	King Mountain Solar	SS Completed, FIS Started, No IA	Nextera	tap 345kV 11028 Odessa - 76000 N McCamey	Upton	WEST	12/01/2019	SOL	PV	350		05/24/2016	06/06/2016	05/24/2016	
19INR0006	Bluebonnet Solar	SS Completed, FIS Started, No IA	One Energy Renewables	tap 138kV 6680 Alamo - 60385 Solstice	Brewster	WEST	11/01/2019	SOL	PV	60.7		07/18/2016	10/07/2016	04/05/2017	
19INR0007	Charbray Solar	SS Completed, FIS Started, No IA	8minutenergy	1032 Morgan Creek 138kV	Mitchell	WEST	10/01/2020	SOL	PV	200		07/26/2016	10/07/2016	04/07/2017	
19INR0009	Holsten Solar	SS Completed, FIS Started, No IA	8minutenergy	11405 Central Bluff 345kV	Nolan	WEST	04/01/2020	SOL	PV	200		07/26/2016	09/13/2016	01/31/2017	
19INR0014	Formosa Increase	SS Completed, FIS Started, No IA	Formosa Plastics		Calhoun	COASTAL	12/31/2019	GAS	CC	240		09/12/2016	11/14/2016	06/08/2017	
19INR0017	Tn-County Solar	SS Completed, FIS Started, No IA	First Solar	tap 138kV 1027 Odessa - 1107 Monahans2T	Crane	WEST	12/31/2020	SOL	PV	207		10/10/2016	11/29/2016	02/22/2017	
19INR0019	Foard City Wind	SS Completed, FIS Completed, IA	Alterra Power	60500 Edth Clarke 345kV	Foard	WEST	09/01/2019	WIN	WT	350		10/19/2016	11/28/2016	01/11/2017	08/01/2018
19INR0020	SP-Pecos Bend Solar A	SS Completed, FIS Started, No IA	Solar Prime	tap 345kV 76022 Bakerfield - 76005 SchneemanDr, ~ 11 mi E of Bakerfield	Pecos	WEST	05/15/2020	SOL	PV	180		10/26/2016	12/07/2016	10/31/2016	
19INR0020b	SP-Pecos Bend Solar B	SS Completed, FIS Started, No IA	Solar Prime	tap 345kV 76022 Bakerfield - 76005 SchneemanDr, ~ 11 mi E of Bakerfield	Pecos	WEST	05/15/2020	SOL	PV	180		10/26/2016	12/07/2016	10/31/2016	
19INR0020c	SP-Pecos Bend Solar C	SS Completed, FIS Started, No IA	Solar Prime	tap 345kV 76022 Bakerfield - 76005 SchneemanDr, ~ 11 mi E of Bakerfield	Pecos	WEST	05/15/2020	SOL	PV	180		10/26/2016	12/07/2016	10/31/2016	
19INR0022	West Willacy 2 W	SS Completed, FIS Started, No IA	Terra-Gen	tap 345kV 8318 Rio Hondo - 8383 N Edinburg	Willacy	COASTAL	12/31/2019	WIN	WT	200		11/04/2016	01/10/2017	03/23/2017	
19INR0023	West Willacy 3 W	SS Completed, FIS Started, No IA	Terra-Gen	tap 345kV 8318 Rio Hondo - 8383 N Edinburg	Willacy	COASTAL	12/31/2019	WIN	WT	200		11/04/2016	01/10/2017	03/23/2017	
19INR0026	Holsten 2 Solar	SS Completed, FIS Started, No IA	8minutenergy	11406 Central Bluff 345kV	Nolan	WEST	04/01/2020	SOL	PV	100		12/21/2016	02/02/2017	02/13/2017	
19INR0028	Normande Solar Farm	SS Completed, FIS Started, No IA	8minutenergy	59900 Long Draw 345kV	Borden	WEST	12/01/2019	SOL	PV	360		01/30/2017	02/22/2017	08/24/2017	
19INR0029	Phoebe Solar	SS Completed, FIS Completed, IA	Longroad Energy	tap 138kV 1250 Yukon - 1252 Vest	Winkler	WEST	10/01/2019	SOL	PV	250		01/26/2017	02/15/2017	03/07/2017	10/23/2018
19INR0030	San Bernard Solar	SS Completed, FIS Started, No IA	Sunchase Power	43340 Tx Gulf Sulphur 138kV	Wharton	SOUTH	06/01/2020	SOL	PV	100		01/26/2017	04/12/2017	03/22/2017	
19INR0031	Bestla Solar	SS Completed, FIS Started, No IA	Longroad Energy	tap 138kV 1147 Cheyenne - 131853 Notrees	Winkler	WEST	12/31/2019	SOL	PV	150		01/30/2017	03/06/2017	03/23/2017	
19INR0033	Murphy Lake Solar	SS Completed, FIS Started, No IA	S Power	69C4 CombinRC 138kV	Kaufman	NORTH	12/01/2019	SOL	PV	120		02/06/2017	03/03/2017	08/10/2017	
19INR0034	Greasewood Solar	SS Completed, FIS Started, No IA	Onepeak Power	tap 345kV 76002 Bakerfield - 76000 NMcCamey	Pecos	WEST	04/30/2020	SOL	PV	200		02/22/2017	04/17/2017	01/10/2017	
19INR0035	Norton Solar	SS Completed, FIS Started, No IA	8minutenergy	tap 138kV 6325 Chad to 6340 Balg, 10mi from Chad	Runnels	WEST	12/01/2019	SOL	PV	125		03/06/2017	04/20/2017	11/08/2017	
19INR0036	Ozbow Solar	SS Completed, FIS Started, No IA	BNB Renewables	59905 Faraday 345kV	Borden	WEST	12/15/2020	SOL	PV	225	COD	02/28/2017	04/13/2017	10/10/2017	
19INR0038	High Lonesome W	SS Completed, FIS Started, IA	Swift Current Energy	tap 345kV 76002 Bakerfield - 76005 Schneeman	Crockett	WEST	11/30/2019	WIN	WT	500		03/10/2017	04/17/2017	07/18/2017	
19INR0041	Myrtle Solar	SS Completed, FIS Started, No IA	Sunchase Power	42110 Angleton 138kV or line tap to Rosharon 44600	Brazoria	COASTAL	05/01/2020	SOL	PV	240		03/15/2017	04/28/2017	05/09/2017	
19INR0042	Long Point Solar	SS Completed, FIS Started, No IA	Sunchase Power	tap 138kV 44010 WAP - 42881 Nash98	Brazoria	COASTAL	09/01/2020	SOL	PV	100		03/15/2017	04/20/2017	11/13/2017	
19INR0044	Lily Solar	SS Completed, FIS Completed, No IA	Sunchase Power	tap 138kV 6904 CombinRC - 6908 ScurryRC	Kaufman	NORTH	12/01/2020	SOL	PV	150		03/28/2017	04/28/2017	05/30/2017	09/26/2018
19INR0045	Rayos Del Sol	SS Completed, FIS Completed, No IA	Tradewind Energy	FIS considered tap Wesmer and Rangerville 138	Cameron	COASTAL	12/31/2020	SOL	PV	150		03/28/2017	05/22/2017	03/28/2017	06/13/2018
19INR0048	Buenos Aires 1 W	SS Completed, FIS Started, No IA	Terra-Gen	tap 138kV 8380 NEdinb - 8896 Rachal	Hidalgo	SOUTH	12/31/2019	WIN	WT	200		03			







COMPTROLLER QUERY RELATED TO TAX CODE CHAPTER 313.026(c)(2)  
– Andrews ISD – Jumbo Hill Wind, LLC App. #1301 –

Comptroller Questions (via email on December 18, 2018):

- 1) *Is this project known by any specific names not otherwise mentioned in this application?*
- 2) *Please also list any other names by which this project may have been known in the past--in media reports, investor presentations, or any listings with any federal or state agency.*
- 3) *Has this project applied to ERCOT at this time? If so, please provide the project's GINR number and when was it assigned.*

Applicant Response (via email on December 19, 2018):

- 1) *No. The only name is this project has gone by is the Jumbo Hill Wind Project.*
- 2) *Same as above.*
- 3) *The project has active queue positions in both ERCOT and SPP. ERCOT – 18INR0038 on 09/12/2016. SPP – GEN-2016-062 on 03/29/2016.*

Attachment D

Summary of Financial Impact

**CHAPTER 313 PROPERTY VALUE LIMITATION  
FINANCIAL IMPACT OF THE PROPOSED JUMBO HILL  
WIND PROJECT, LLC PROJECT IN THE ANDREWS  
INDEPENDENT SCHOOL DISTRICT  
(PROJECT # 1301)**

**PREPARED BY**



**FEBRUARY 16, 2019**

## Executive Summary

Jumbo Hill Wind Project, LLC (Company) has requested that the Andrews Independent School District (AISD) consider granting a property value limitation under Chapter 313 of the Tax Code, also known as the Texas Economic Development Act. In an application submitted to AISD on September 11, 2018 the Company plans to invest \$163.2 million in new taxable value to construct a renewable energy electric generation facility. Moak, Casey & Associates (MCA) has been retained to prepare an analysis of this value limitation and help the district navigate the overall application and agreement process.

The Jumbo Hill Wind project is consistent with the state's goal to "encourage large scale capital investments in this state." When enacted as House Bill 1200 in 2001, Chapter 313 of the Tax Code granted eligibility to companies engaged in manufacturing, research and development, and renewable electric energy production to apply to school districts for property value limitations. Subsequent legislative changes expanded eligibility to clean coal projects, nuclear power generation and data centers, among others.

Under the provisions of Chapter 313, AISD may offer a minimum value limitation of \$30 million. This value limitation, under the proposed application, will begin in the 2020-21 school year and remain at that level of taxable value for Maintenance and Operations (M&O) tax purposes for ten years. The entire project value will remain taxable for I&S or debt service purposes for the term of the agreement.

MCA's initial school finance analysis is detailed in this report, incorporating the major legislative changes adopted in 2017. The overall conclusions are as follows, but please read all of the subsequent details in the report below for more information.

Total Revenue Loss Payment owed to AISD	\$918,852
Total Savings to Company after Revenue Loss Payment. (This does not include any supplemental benefit payments to the district.)	\$8.1 million

## Application Process

After the school district has submitted an application to the Comptroller's Office (Comptroller), the Comptroller begins reviewing the application for completeness. The purpose of this review is to ensure all necessary information and attachments are included in the application before moving forward with the formal review process. At the time the application is determined complete—typically 4-6 weeks after receipt—the Comptroller will deliver a Completeness Letter to the company and the school district.

The issuance of a Completeness Letter is important because it sets the timeline for the rest of process. From the date of issuance, the Comptroller has 90 days to conduct its full review of the project and provide its certificate for a limitation on appraised value. After the certificate

is received, the district has until the 150<sup>th</sup> day from the receipt of the Completeness Letter to adopt an agreement.

After the Comptroller's certificate is received, O'Hanlon, Demerath & Castillo will contact the school district to discuss the value limitation agreement and begin negotiations of the supplemental benefit payment with the Company. A final version of the agreement must be submitted to the Comptroller for review 30 days prior to final adoption by the school district's board of trustees.

Prior to final board meeting, O'Hanlon, Demerath and Castillo will provide the district with the necessary agenda language and any additional action items. The school board will review the Value Limitation Agreement and Findings of Fact that detail the project's conformance with state law. In some instances, the school board may also be required to adopt a job waiver or create a reinvestment zone during this meeting.

## How the 313 Agreement Interacts with Texas School Finance

M&O funding for Texas schools relies on two methods of finance: local school district property taxes and state aid. State aid consists of two components: Tier I (based on ADA, special student populations and M&O taxes at the compressed tax rate) and Tier II (based on weighted ADA for each penny of tax effort above a specified level). (For more detailed information on the school finance funding system, please review the Texas Education Agency's website [\(Manuals and Presentations\)](#) or [\(School Finance-One Page Descriptions\)](#).

Because the general school finance formula system calculates state aid entitlements using the Comptroller's certified property value for the preceding year, the first year is often problematic financially. The implementation of the value limitation often results in an M&O revenue loss to the school district in the first year of the limitation that would not be reimbursed by the state but require some type of compensation from the Company under the revenue protection provisions of the agreement. **If the full value of the project increases significantly during the value limitation period, the revenue losses may be greater than originally estimated.**

A taxpayer receiving a value limitation pays M&O taxes on the reduced value for the project in years 1-10 and receives a tax bill for I&S taxes based on the full project value throughout the qualifying and value limitation period (and thereafter).

Future legislative action on school funding could potentially affect the impact of the value limitation on the school district's finances and result in revenue-loss estimates that differ from the estimates presented in this report.

## Underlying School District Data Assumptions

The agreement between the school district and the applicant calls for a calculation of the revenue impact of the value limitation in years 1-10 of the agreement, under whatever school finance and property tax laws are in effect in each of those years. The Basic Allotment remained at \$5,140 and the Tier II Austin yield increased to \$106.28 for 2018-19, which is maintained for future years.

Static school district enrollment and property values are used to isolate the effects of the value limitation under the school finance system. Any previously-approved Chapter 313 projects are also factored into the M&O tax bases used. The impact of the Chapter 313 project value returning to the total tax roll for M&O funding purposes is beyond the scope of this revenue report.

ADA: 4,062  
 Local Tax Base: \$4.36 billion  
 M&O Tax Rate: \$1.06 per \$100  
 I&S Tax Rate: \$0.14 per \$100  
 Wealth per WADA: \$759,629

Table 1 summarizes the enrollment and property value assumptions for the 15 years that are the subject of this analysis.

**Table 1 – Base District Information with Jumbo Hill Wind Project Value and Limitation Values**

Year of Agreement	School Year	ADA	WADA	M&O Tax Rate	I&S Tax Rate	CAD Value with Project	CAD Value with Limitation	CPTD with Project	CPTD With Limitation	CPTD Value with Project per WADA	CPTD Value with Limitation per WADA
QTP0	2019-20	4,061.66	5,209.84	\$1.0600	\$0.1400	\$4,363,355,128	\$4,363,355,128	\$4,414,104,747	\$4,414,104,747	\$847,263	\$847,263
QTP1/VL1	2020-21	4,061.66	5,209.84	\$1.0600	\$0.1400	\$4,586,567,128	\$4,453,355,128	\$4,414,104,747	\$4,414,104,747	\$847,263	\$847,263
QTP2/VL2	2021-22	4,061.66	5,209.84	\$1.0600	\$0.1400	\$4,573,542,508	\$4,453,355,128	\$4,637,316,747	\$4,504,104,747	\$890,107	\$864,538
VL3	2022-23	4,061.66	5,209.84	\$1.0600	\$0.1400	\$4,561,559,049	\$4,453,355,128	\$4,624,292,127	\$4,504,104,747	\$887,607	\$864,538
VL4	2023-24	4,061.66	5,209.84	\$1.0600	\$0.1400	\$4,550,533,479	\$4,453,355,128	\$4,612,308,668	\$4,504,104,747	\$885,307	\$864,538
VL5	2024-25	4,061.66	5,209.84	\$1.0600	\$0.1400	\$4,540,389,185	\$4,453,355,128	\$4,601,283,098	\$4,504,104,747	\$883,191	\$864,538
VL6	2025-26	4,061.66	5,209.84	\$1.0600	\$0.1400	\$4,531,055,686	\$4,453,355,128	\$4,591,138,804	\$4,504,104,747	\$881,243	\$864,538
VL7	2026-27	4,061.66	5,209.84	\$1.0600	\$0.1400	\$4,522,468,136	\$4,453,355,128	\$4,581,805,305	\$4,504,104,747	\$879,452	\$864,538
VL8	2027-28	4,061.66	5,209.84	\$1.0600	\$0.1400	\$4,514,566,878	\$4,453,355,128	\$4,573,217,755	\$4,504,104,747	\$877,804	\$864,538
VL9	2028-29	4,061.66	5,209.84	\$1.0600	\$0.1400	\$4,507,297,026	\$4,453,355,128	\$4,565,316,497	\$4,504,104,747	\$876,287	\$864,538
VL10	2029-30	4,061.66	5,209.84	\$1.0600	\$0.1400	\$4,498,559,680	\$4,451,306,724	\$4,558,046,645	\$4,504,104,747	\$874,892	\$864,538
VP1	2030-31	4,061.66	5,209.84	\$1.0600	\$0.1400	\$4,492,206,437	\$4,492,206,437	\$4,549,309,299	\$4,502,056,343	\$873,214	\$864,145
VP2	2031-32	4,061.66	5,209.84	\$1.0600	\$0.1400	\$4,486,536,182	\$4,486,536,182	\$4,542,956,056	\$4,542,956,056	\$871,995	\$871,995
VP3	2032-33	4,061.66	5,209.84	\$1.0600	\$0.1400	\$4,481,318,695	\$4,481,318,695	\$4,537,285,801	\$4,537,285,801	\$870,907	\$870,907
VP4	2033-34	4,061.66	5,209.84	\$1.0600	\$0.1400	\$4,476,517,782	\$4,476,517,782	\$4,532,068,314	\$4,532,068,314	\$869,905	\$869,905
VP5	2034-35	4,061.66	5,209.84	\$1.0600	\$0.1400	\$4,472,100,142	\$4,472,100,142	\$4,527,267,401	\$4,527,267,401	\$868,984	\$868,984

\*Basic Allotment: \$5,140; AISD Yield: \$106.28; Equalized Wealth: \$514,000 per WADA

QTP=	Qualifying Time Period
VL=	Value Limitation
VP=	Viable Presence

### M&O Impact of the Jumbo Hill Wind project on AISD

A model is established to make a calculation of the “Baseline Revenue Model” (Table 2) by adding the total value of the project to the model, without assuming a value limitation is approved. A separate model is established to make a calculation of the “Value Limitation Revenue Model” (Table 3) by adding the project’s limited value of \$30 million to the model. The difference between the two models (Table 4) indicates there will be a total revenue loss of \$918,852 over the course of the Agreement, with all the loss reflected in the first limitation year (2020-21). Nearly all reduction in M&O taxes under the limitation agreement is offset through a reduction in recapture costs owed to the state under current law.

**Table 2- "Baseline Revenue Model" --Project Value Added with No Value Limitation**

Year of Agreement	School Year	M&O Taxes @ Compressed Rate		Recapture Costs	Additional Local M&O Collections	State Aid from Additional M&O Tax Collections	Recapture from the Additional Local Tax Effort	Homestead Hold Harmless	Other State Aid	Total General Fund
		Compressed Rate	State Aid							
QTP0	2019-20	\$42,803,823	\$1,133,726	-\$15,975,896	\$2,568,229	\$653,537	\$0	\$0	\$94,479	\$31,277,898
QTP1/VL1	2020-21	\$45,017,943	\$1,756,923	-\$16,829,233	\$2,701,077	\$687,224	\$0	\$0	\$94,479	\$33,428,413
QTP2/VL2	2021-22	\$44,887,697	\$1,133,726	-\$18,123,457	\$2,693,262	\$522,728	\$0	\$0	\$94,479	\$31,208,435
VL3	2022-23	\$44,767,862	\$1,756,923	-\$17,999,044	\$2,686,072	\$530,295	\$0	\$0	\$94,479	\$31,836,587
VL4	2023-24	\$44,657,606	\$1,133,726	-\$17,884,553	\$2,679,456	\$537,258	\$0	\$0	\$94,479	\$31,217,971
VL5	2024-25	\$44,556,163	\$1,756,923	-\$17,779,195	\$2,673,370	\$543,664	\$0	\$0	\$94,479	\$31,845,404
VL6	2025-26	\$44,462,828	\$1,133,726	-\$17,682,241	\$2,667,770	\$549,557	\$0	\$0	\$94,479	\$31,226,119
VL7	2026-27	\$44,376,953	\$1,756,923	-\$17,593,021	\$2,662,617	\$554,980	\$0	\$0	\$94,479	\$31,852,931
VL8	2027-28	\$44,297,940	\$1,133,726	-\$17,510,920	\$2,657,876	\$559,969	\$0	\$0	\$94,479	\$31,233,070
VL9	2028-29	\$44,225,242	\$1,756,923	-\$17,435,369	\$2,653,515	\$564,560	\$0	\$0	\$94,479	\$31,859,350
VL10	2029-30	\$44,138,278	\$1,133,726	-\$17,357,715	\$2,648,297	\$568,784	\$0	\$0	\$94,479	\$31,225,848
VP1	2030-31	\$44,066,566	\$1,756,923	-\$17,277,677	\$2,643,994	\$573,860	\$0	\$0	\$94,479	\$31,858,145
VP2	2031-32	\$44,010,997	\$1,133,726	-\$17,218,078	\$2,640,660	\$577,552	\$0	\$0	\$94,479	\$31,239,336
VP3	2032-33	\$43,959,866	\$1,756,923	-\$17,164,258	\$2,637,592	\$580,846	\$0	\$0	\$94,479	\$31,865,448
VP4	2033-34	\$43,912,817	\$1,133,726	-\$17,114,729	\$2,634,769	\$583,877	\$0	\$0	\$94,479	\$31,244,939
VP5	2034-35	\$43,869,524	\$1,756,923	-\$17,069,150	\$2,632,171	\$586,667	\$0	\$0	\$94,479	\$31,870,614

QTP= Qualifying Time Period  
 VL= Value Limitation  
 VP= Viable Presence

**Table 3- "Value Limitation Revenue Model" --Project Value Added with Value Limit**

Year of Agreement	School Year	M&O Taxes @ Compressed Rate		Recapture Costs	Additional Local M&O Collections	State Aid from Additional M&O Tax Collections	Recapture from the Additional Local Tax Effort	Homestead Hold Harmless	Other State Aid	Total General Fund
		Compressed Rate	State Aid							
QTP0	2019-20	\$42,803,823	\$1,133,726	-\$15,975,896	\$2,568,229	\$653,537	\$0	\$0	\$94,479	\$31,277,898
QTP1/VL1	2020-21	\$43,685,823	\$1,756,923	-\$16,315,825	\$2,621,149	\$667,012	\$0	\$0	\$94,479	\$32,509,561
QTP2/VL2	2021-22	\$43,685,823	\$1,133,726	-\$16,859,190	\$2,621,149	\$601,157	\$0	\$0	\$94,479	\$31,277,144
VL3	2022-23	\$43,685,823	\$1,756,923	-\$16,859,190	\$2,621,149	\$601,157	\$0	\$0	\$94,479	\$31,900,341
VL4	2023-24	\$43,685,823	\$1,133,726	-\$16,859,190	\$2,621,149	\$601,157	\$0	\$0	\$94,479	\$31,277,144
VL5	2024-25	\$43,685,823	\$1,756,923	-\$16,859,190	\$2,621,149	\$601,157	\$0	\$0	\$94,479	\$31,900,341
VL6	2025-26	\$43,685,823	\$1,133,726	-\$16,859,190	\$2,621,149	\$601,157	\$0	\$0	\$94,479	\$31,277,144
VL7	2026-27	\$43,685,823	\$1,756,923	-\$16,859,190	\$2,621,149	\$601,157	\$0	\$0	\$94,479	\$31,900,341
VL8	2027-28	\$43,685,823	\$1,133,726	-\$16,859,190	\$2,621,149	\$601,157	\$0	\$0	\$94,479	\$31,277,144
VL9	2028-29	\$43,685,823	\$1,756,923	-\$16,859,190	\$2,621,149	\$601,157	\$0	\$0	\$94,479	\$31,900,341
VL10	2029-30	\$43,665,749	\$1,133,726	-\$16,851,204	\$2,619,945	\$601,157	\$0	\$0	\$94,479	\$31,263,852
VP1	2030-31	\$44,066,566	\$1,756,923	-\$16,998,439	\$2,643,994	\$607,524	\$0	\$0	\$94,479	\$32,171,047
VP2	2031-32	\$44,010,997	\$1,133,726	-\$17,218,078	\$2,640,660	\$577,552	\$0	\$0	\$94,479	\$31,239,336
VP3	2032-33	\$43,959,866	\$1,756,923	-\$17,164,258	\$2,637,592	\$580,846	\$0	\$0	\$94,479	\$31,865,448
VP4	2033-34	\$43,912,817	\$1,133,726	-\$17,114,729	\$2,634,769	\$583,877	\$0	\$0	\$94,479	\$31,244,939
VP5	2034-35	\$43,869,524	\$1,756,923	-\$17,069,150	\$2,632,171	\$586,667	\$0	\$0	\$94,479	\$31,870,614

QTP= Qualifying Time Period  
 VL= Value Limitation  
 VP= Viable Presence

**Table 4 – Value Limit less Project Value with No Limit**

Year of Agreement	School Year	M&O Taxes @ Compressed Rate	State Aid	Recapture Costs	Additional Local M&O Collections	State Aid from Additional M&O Tax Collections	Recapture from the Additional Local Tax Effort	Homestead Hold Harmless	Other State Aid	Total General Fund
<b>QTP0</b>	2019-20	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
QTP1/VL1	2020-21	-\$1,332,120	\$0	\$513,408	-\$79,928	-\$20,212	\$0	\$0	\$0	-\$918,852
QTP2/VL2	2021-22	-\$1,201,874	\$0	\$1,264,267	-\$72,113	\$78,429	\$0	\$0	\$0	\$68,709
VL3	2022-23	-\$1,082,039	\$0	\$1,139,854	-\$64,923	\$70,862	\$0	\$0	\$0	\$63,754
VL4	2023-24	-\$971,783	\$0	\$1,025,363	-\$58,307	\$63,899	\$0	\$0	\$0	\$59,172
VL5	2024-25	-\$870,340	\$0	\$920,005	-\$52,221	\$57,493	\$0	\$0	\$0	\$54,937
VL6	2025-26	-\$777,005	\$0	\$823,051	-\$46,621	\$51,600	\$0	\$0	\$0	\$51,025
VL7	2026-27	-\$691,130	\$0	\$733,831	-\$41,468	\$46,177	\$0	\$0	\$0	\$47,410
VL8	2027-28	-\$612,117	\$0	\$651,730	-\$36,727	\$41,188	\$0	\$0	\$0	\$44,074
VL9	2028-29	-\$539,419	\$0	\$576,179	-\$32,366	\$36,597	\$0	\$0	\$0	\$40,991
VL10	2029-30	-\$472,529	\$0	\$506,512	-\$28,352	\$32,373	\$0	\$0	\$0	\$38,004
VP1	2030-31	\$0	\$0	\$279,239	\$0	\$33,664	\$0	\$0	\$0	\$312,903
VP2	2031-32	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
VP3	2032-33	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
VP4	2033-34	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
VP5	2034-35	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

QTP=	Qualifying Time Period
VL=	Value Limitation
VP=	Viable Presence

***M&O Impact on the Taxpayer***

Under the assumptions used here, the potential tax savings from the value limitation total \$9.1 million over the life of the agreement. The AISD revenue losses are expected to total approximately \$918,852 over the course of the agreement. In total, the potential net tax benefits (after hold-harmless payments are made) are estimated to reach \$8.1 million, prior to any negotiations with Jumbo Hill Wind on supplemental payments.

***I&S Funding Impact on School District***

The project remains fully taxable for debt services taxes, with AISD currently levying a \$0.14 per \$100 I&S tax rate. The project is not expected to affect school district enrollment and is expected to depreciate over the life of the agreement and beyond. Local taxpayers should benefit from the addition of the Jumbo Hill Wind project to the local I&S tax roll. Continued expansion of the project and related development could result in additional employment in the area and an increase in the school-age population, but this project is unlikely to have much impact on a stand-alone basis.

**Table 5 - Estimated Financial Impact of the Jumbo Hill Wind Project Property Value Limitation Request Submitted to AISD at \$1.06 per \$100 M&O Tax Rate**

Year of Agreement	School Year	Project Value	Estimated Taxable Value	Value Savings	Assumed M&O Tax Rate	Taxes Before Value Limit	Taxes after Value Limit	Tax Savings @ Projected M&O Rate	School District Revenue Losses	Estimated Net Tax Benefits	
<b>QTP0</b>	2019-20	\$0	\$0	\$0	\$1.060	\$0	\$0	\$0	\$0	\$0	
QTP1/VL1	2020-21	\$163,212,000	\$30,000,000	\$133,212,000	\$1.060	\$1,730,047	\$318,000	\$1,412,047	-\$918,852	\$493,195	
QTP2/VL2	2021-22	\$150,187,380	\$30,000,000	\$120,187,380	\$1.060	\$1,591,986	\$318,000	\$1,273,986	\$0	\$1,273,986	
VL3	2022-23	\$138,203,921	\$30,000,000	\$108,203,921	\$1.060	\$1,464,962	\$318,000	\$1,146,962	\$0	\$1,146,962	
VL4	2023-24	\$127,178,351	\$30,000,000	\$97,178,351	\$1.060	\$1,348,091	\$318,000	\$1,030,091	\$0	\$1,030,091	
VL5	2024-25	\$117,034,057	\$30,000,000	\$87,034,057	\$1.060	\$1,240,561	\$318,000	\$922,561	\$0	\$922,561	
VL6	2025-26	\$107,700,558	\$30,000,000	\$77,700,558	\$1.060	\$1,141,626	\$318,000	\$823,626	\$0	\$823,626	
VL7	2026-27	\$99,113,008	\$30,000,000	\$69,113,008	\$1.060	\$1,050,598	\$318,000	\$732,598	\$0	\$732,598	
VL8	2027-28	\$91,211,750	\$30,000,000	\$61,211,750	\$1.060	\$966,845	\$318,000	\$648,845	\$0	\$648,845	
VL9	2028-29	\$83,941,898	\$30,000,000	\$53,941,898	\$1.060	\$889,784	\$318,000	\$571,784	\$0	\$571,784	
VL10	2029-30	\$77,252,956	\$30,000,000	\$47,252,956	\$1.060	\$818,881	\$318,000	\$500,881	\$0	\$500,881	
<b>VP1</b>	2030-31	\$71,098,469	\$71,098,469	\$0	\$1.060	\$753,644	\$753,644	\$0	\$0	\$0	
<b>VP2</b>	2031-32	\$65,435,698	\$65,435,698	\$0	\$1.060	\$693,618	\$693,618	\$0	\$0	\$0	
<b>VP3</b>	2032-33	\$60,225,321	\$60,225,321	\$0	\$1.060	\$638,388	\$638,388	\$0	\$0	\$0	
<b>VP4</b>	2033-34	\$55,431,162	\$55,431,162	\$0	\$1.060	\$587,570	\$587,570	\$0	\$0	\$0	
<b>VP5</b>	2034-35	\$51,019,939	\$51,019,939	\$0	\$1.060	\$540,811	\$540,811	\$0	\$0	\$0	
							<b>\$15,457,413</b>	<b>\$6,394,032</b>	<b>\$9,063,380</b>	<b>-\$918,852</b>	<b>\$8,144,528</b>

QTP=	Qualifying Time Period
VL=	Value Limitation
VP=	Viable Presence

**Note: School district revenue-loss estimates are subject to change based on numerous factors, including:**

- Legislative and Texas Education Agency administrative changes to the underlying school finance formulas used in these calculations.
- Legislative changes addressing property value appraisals and exemptions.
- Year-to-year appraisals of project values and district taxable values.
- Changes in school district tax rates and student enrollment.

Attachment E

Taxable Value of Property


**Taxes**

Property Tax Assistance

**2017 ISD Summary Worksheet****002/Andrews****002-901/Andrews ISD**

<b>Category</b>	<b>Local Tax Roll Value</b>	<b>2017 WTD Mean Ratio</b>	<b>2017 PTAD Value Estimate</b>	<b>2017 Value Assigned</b>
<b>A. Single-Family Residences</b>	730,648,569	N/A	730,648,569	730,648,569
<b>B. Multi-Family Residences</b>	22,498,369	N/A	22,498,369	22,498,369
<b>C1. Vacant Lots</b>	14,529,229	N/A	14,529,229	14,529,229
<b>C2. Colonia Lots</b>	0	N/A	0	0
<b>D1. Rural Real (Taxable)</b>	15,306,568	N/A	15,306,568	15,306,568
<b>D2. Real Prop Farm &amp; Ranch</b>	888,149	N/A	888,149	888,149
<b>E. Real Prop NonQual Acres</b>	29,119,254	N/A	29,119,254	29,119,254
<b>F1. Commercial Real</b>	98,413,870	N/A	98,413,870	98,413,870
<b>F2. Industrial Real</b>	144,592,040	N/A	144,592,040	144,592,040
<b>G. Oil, Gas, Minerals</b>	2,485,211,073	N/A	2,485,211,073	2,485,211,073
<b>J. Utilities</b>	248,876,444	N/A	248,876,444	248,876,444
<b>L1. Commercial Personal</b>	38,279,375	N/A	38,279,375	38,279,375
<b>L2. Industrial Personal</b>	363,127,246	N/A	363,127,246	363,127,246
<b>M. Other Personal</b>	18,278,984	N/A	18,278,984	18,278,984

<b>N. Intangible Personal Prop</b>	0	N/A	0	0
<b>O. Residential Inventory</b>	0	N/A	0	0
<b>S. Special Inventory</b>	6,803,325	N/A	6,803,325	6,803,325
<b>Subtotal</b>	4,216,572,495		4,216,572,495	4,216,572,495
<b>Less Total Deductions</b>	203,898,808		203,898,808	203,898,808
<b>Total Taxable Value</b>	4,012,673,687		4,012,673,687	4,012,673,687 T2

The taxable values shown here will not match the values reported by your appraisal district

See the ISD DEDUCTION Report for a breakdown of deduction values

Government code subsections 403.302 (J) AND (K) require the Comptroller to certify alternative measures of school district wealth. These measures are reported for taxable values for maintenance and operation (M&O) tax purposes and for interest and sinking fund (I&S) tax purposes. For districts that have not entered into value limitation agreements, T1 through T4 will be the same as T7 through T10.

### Value Taxable For M&O Purposes

<b>T1</b>	<b>T2</b>	<b>T3</b>	<b>T4</b>
4,047,741,601	4,012,673,687	3,992,616,643	3,957,548,729

<b>Loss To the Additional \$10,000 Homestead Exemption</b>	<b>50% of the loss to the Local Optional Percentage Homestead Exemption</b>
35,067,914	55,124,958

T1 = School district taxable value for M&O purposes before the loss to the additional \$10,000 homestead exemption

T2 = School district taxable value for M&O purposes after the loss to the additional \$10,000 homestead exemption and the tax ceiling reduction

T3 = T1 minus 50% of the loss to the local optional percentage homestead exemption

T4 = T2 minus 50% of the loss to the local optional percentage homestead exemption

### Value Taxable For I&S Purposes

<b>T7</b>	<b>T8</b>	<b>T9</b>	<b>T10</b>
4,047,741,601	4,012,673,687	3,992,616,643	3,957,548,729

T7 = School district taxable value for I&S purposes before the loss to the additional \$10,000 homestead exemption

T8 = School district taxable value for I&S purposes after the loss to the additional \$10,000 homestead exemption and the tax ceiling reduction

T9 = T7 minus 50% of the loss to the local optional percentage homestead exemption

T10 = T8 minus 50% of the loss to the local optional percentage homestead exemption

The PVS found your local value to be valid, and local value was certified

# Attachment F

## TEA's Facilities Value

Attachment G

Participation Agreement

**AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF  
PROPERTY FOR SCHOOL DISTRICT MAINTENANCE AND  
OPERATIONS TAXES**

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by and between

**ANDREWS INDEPENDENT SCHOOL DISTRICT**

and

**JUMBO HILL WIND PROJECT, LLC**

*(Texas Taxpayer ID #32056871406)*

Comptroller Application #1301

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Dated

April 9, 2019

**AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR  
SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES**

*STATE OF TEXAS* §

*COUNTY OF ANDREWS* §

THIS AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES, hereinafter referred to as this "Agreement," is executed and delivered by and between the **Andrews Independent School District**, hereinafter referred to as the "District," a lawfully created independent school district within the State of Texas operating under and subject to the TEXAS EDUCATION CODE, and **JUMBO HILL WIND PROJECT, LLC**, Texas Taxpayer Identification Number 32056871406 hereinafter referred to as the "Applicant." The Applicant and the District are hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties."

**RECITALS**

**WHEREAS**, on September 11, 2018 the Superintendent of Schools of the Andrews Independent School District, acting as agent of the Board of Trustees of the District, received from the Applicant an Application for Appraised Value Limitation on Qualified Property, pursuant to Chapter 313 of the TEXAS TAX CODE;

**WHEREAS**, on September 11, 2018 the Board of Trustees has acknowledged receipt of the Application, and along with the requisite application fee as established pursuant to Section 313.025(a) of the TEXAS TAX CODE and Local District Policy CCG (Local), and agreed to consider the Application;

**WHEREAS**, the Application was delivered to the Texas Comptroller's Office for review pursuant to Section 313.025 of the TEXAS TAX CODE;

**WHEREAS**, the District and the Texas Comptroller's Office have determined that the Application is complete and December 17, 2018, is the Application Review Start Date as that term is defined by 34 TEXAS ADMIN. CODE Section 9.1051;

**WHEREAS**, pursuant to 34 TEXAS ADMIN. CODE Section 9.1054, the Application was delivered to the Andrews County Appraisal District established in Andrews County, Texas (the "Andrews County Appraisal District"), pursuant to Section 6.01 of the TEXAS TAX CODE;

**WHEREAS**, the Texas Comptroller's Office reviewed the Application pursuant to Section 313.025 of the TEXAS TAX CODE, conducted an economic impact evaluation pursuant to Section 313.026 of the TEXAS TAX CODE, and on March 8, 2019, issued a certificate for limitation on appraised value of the property described in the Application and provided the certificate to the District;

**WHEREAS**, the Board of Trustees has reviewed and carefully considered the economic impact evaluation and certificate for limitation on appraised value submitted by the Texas Comptroller's Office pursuant to Section 313.025 of the TEXAS TAX CODE;

**WHEREAS**, on April 9, 2019, the Board of Trustees conducted a public hearing on the Application at which it solicited input into its deliberations on the Application from all interested parties within the District;

**WHEREAS**, on April 9, 2019, the Board of Trustees made factual findings pursuant to Section 313.025(f) of the TEXAS TAX CODE, including, but not limited to findings that: (i) the information in the Application is true and correct; (ii) the Applicant is eligible for the limitation on appraised value of the Applicant's Qualified Property; (iii) the project proposed by the Applicant is reasonably likely to generate tax revenue in an amount sufficient to offset the District's maintenance and operations ad valorem tax revenue lost as a result of the Agreement before the 25th anniversary of the beginning of the limitation period; (iv) the limitation on appraised value is a determining factor in the Applicant's decision to invest capital and construct the project in this State; and (v) this Agreement is in the best interest of the District and the State of Texas;

**WHEREAS**, on April 9, 2019, pursuant to the provisions of 313.025(f-1) of the TEXAS TAX CODE, the Board of Trustees waived the job creation requirement set forth in Section 313.051(b) of the TEXAS TAX CODE;

**WHEREAS**, on April 8, 2019, the Texas Comptroller's Office approved the form of this Agreement for a Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes;

**WHEREAS**, on April 9, 2019, the Board of Trustees approved the form of this Agreement for a Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes, and authorized the Board President and Secretary, or in the event the Board President and Secretary are unavailable or have disclosed a conflict of interest, the Board of Trustees has authorized the Board Vice President to execute and deliver such Agreement to the Applicant; and

**NOW, THEREFORE**, for and in consideration of the premises and the mutual covenants and agreements herein contained, the Parties agree as follows:

## **ARTICLE I**

### **DEFINITIONS**

**Section 1.1 DEFINITIONS.** Wherever used in this Agreement, the following terms shall have the following meanings, unless the context in which used clearly indicates another meaning. Words or terms defined in 34 TEXAS ADMIN. CODE Section 9.1051 and not defined in this Agreement shall have the meanings provided by 34 TEXAS ADMIN. CODE Section 9.1051.

“*Act*” means the Texas Economic Development Act set forth in Chapter 313 of the TEXAS TAX CODE, as amended.

“*Agreement*” means this Agreement, as the same may be modified, amended, restated, amended and restated, or supplemented as approved pursuant to Sections 10.2 and 10.3.

“*Applicant*” means JUMBO HILL WIND PROJECT, LLC, 32056871406, the entity listed in the Preamble of this Agreement and that is listed as the Applicant on the Application as of the Application Approval Date. The term “Applicant” shall also include the Applicant’s assigns and successors-in-interest as approved according to Sections 10.2 and 10.3 of this Agreement.

“*Applicant’s Qualified Investment*” means the Qualified Investment of the Applicant during the Qualifying Time Period and as more fully described in **EXHIBIT 3** of this Agreement.

“*Applicant’s Qualified Property*” means the Qualified Property of the Applicant to which the value limitation identified in the Agreement will apply and as more fully described in **EXHIBIT 4** of this Agreement.

“*Application*” means the Application for Appraised Value Limitation on Qualified Property (Chapter 313, Subchapter B or C of the TEXAS TAX CODE) filed with the District by the Applicant on September 11, 2018. The term includes all forms required by the Comptroller, the schedules attached thereto, and all other documentation submitted by the Applicant for the purpose of obtaining an Agreement with the District. The term also includes all amendments and supplements thereto submitted by the Applicant.

“*Application Approval Date*” means the date that the Application is approved by the Board of Trustees of the District and as further identified in Section 2.3.B of this Agreement.

“*Application Review Start Date*” means the later date of either the date on which the District issues its written notice that the Applicant has submitted a completed Application or the date on which the Comptroller issues its written notice that the Applicant has submitted a completed Application and as further identified in Section 2.3.A of this Agreement.

“Appraised Value” shall have the meaning assigned to such term in Section 1.04(8) of the TEXAS TAX CODE.

“Appraisal District” means the Andrews County Appraisal District.

“Board of Trustees” means the Board of Trustees of the Andrews Independent School District.

“Commercial Operation” means the date the Project is able to generate electricity and is connected to the grid with an interconnection agreement.

“Comptroller” means the Texas Comptroller of Public Accounts, or the designated representative of the Texas Comptroller of Public Accounts acting on behalf of the Comptroller.

“Comptroller’s Rules” means the applicable rules and regulations of the Comptroller set forth in Chapter 34 TEXAS ADMIN. CODE Chapter 9, Subchapter F, together with any court or administrative decisions interpreting same.

“County” means Andrews County, Texas.

“District” or “School District” means the Andrews Independent School District, being a duly authorized and operating school district in the State, having the power to levy, assess, and collect ad valorem taxes within its boundaries and to which Subchapter C of the Act applies. The term also includes any successor independent school district or other successor governmental authority having the power to levy and collect ad valorem taxes for school purposes on the Applicant’s Qualified Property or the Applicant’s Qualified Investment.

“Final Termination Date” means the last date of the final year in which the Applicant is required to Maintain Viable Presence and as further identified in Section 2.3.E of this Agreement.

“Force Majeure” means those causes generally recognized under Texas law as constituting impossible conditions. Each Party must inform the other in writing with proof of receipt within 60 days business days of the existence of such Force Majeure or otherwise waive this right as a defense.

“Land” means the real property described on **EXHIBIT 2**, which is attached hereto and incorporated herein by reference for all purposes.

“Maintain Viable Presence” means (i) the operation during the term of this Agreement of the facility or facilities for which the tax limitation is granted; and (ii) the Applicant’s maintenance of jobs and wages as required by the Act and as set forth in its Application.

“Market Value” shall have the meaning assigned to such term in Section 1.04(7) of the TEXAS TAX CODE.

“New Qualifying Jobs” means the total number of jobs to be created by the Applicant after the Application Approval Date in connection with the project that is the subject of its Application that meet the criteria of Qualifying Job as defined in Section 313.021(3) of the TEXAS TAX CODE and the Comptroller’s Rules.

“New Non-Qualifying Jobs” means the number of Non-Qualifying Jobs, as defined in 34 TEXAS ADMIN. CODE Section 9.1051(14), to be created by the Applicant after the Application Approval Date in connection with the project which is the subject of its Application.

“Qualified Investment” has the meaning set forth in Section 313.021(1) of the TEXAS TAX CODE, as interpreted by the Comptroller’s Rules.

“Qualified Property” has the meaning set forth in Section 313.021(2) of the TEXAS TAX CODE and as interpreted by the Comptroller’s Rules and the Texas Attorney General, as these provisions existed on the Application Review Start Date.

“Qualifying Time Period” means the period defined in Section 2.3.C, during which the Applicant shall make investment on the Land where the Qualified Property is located in the amount required by the Act, the Comptroller’s Rules, and this Agreement.

“State” means the State of Texas.

“Supplemental Payment” means any payments or transfers of things of value made to the District or to any person or persons in any form if such payment or transfer of thing of value being provided is in recognition of, anticipation of, or consideration for the Agreement and that is not authorized pursuant to Sections 313.027(f)(1) or (2) of the TEXAS TAX CODE, and specifically includes any payments required pursuant to Article VI of this Agreement.

“Tax Limitation Amount” means the maximum amount which may be placed as the Appraised Value on the Applicant’s Qualified Property for maintenance and operations tax assessment in each Tax Year of the Tax Limitation Period of this Agreement pursuant to Section 313.054 of the TEXAS TAX CODE.

“Tax Limitation Period” means the Tax Years for which the Applicant’s Qualified Property is subject to the Tax Limitation Amount and as further identified in Section 2.3.D of this Agreement.

“Tax Year” shall have the meaning assigned to such term in Section 1.04(13) of the TEXAS TAX CODE (*i.e.*, the calendar year).

“Taxable Value” shall have the meaning assigned to such term in Section 1.04(10) of the TEXAS TAX CODE.

**Section 1.2 NEGOTIATED DEFINITIONS.** Wherever used in Articles IV, V, and VI, the following terms shall have the following meanings, unless the context in which used clearly indicates another meaning or otherwise; provided however, if there is a conflict between a term defined in this section and a term defined in the Act, the Comptroller’s Rules, or Section 1.1 of Agreement, the conflict shall be resolved by reference to Section 10.9.C.

*“Annual Limit”* means the maximum annual benefit which can be paid directly to the District as a Supplemental Payment under the provisions of Texas Tax Code § 313.027(i). For purposes of this Agreement, the amount of the Annual Limit shall be calculated for each year by multiplying the District’s average daily attendance of 3,840 for the 2017-2018 school year, as calculated pursuant to Texas Education Code §42.005, times the greater of \$100, or any larger amount allowed by Texas Tax Code § 313.027(i), if such limit amount is increased for any future year of this Agreement. The Annual Limit shall first be computed for Tax Year 2019, which, by virtue of the Application Approval Date is the Tax Year that includes the date on which the Board of Trustees approved the Application and this Agreement.

*“Aggregate Limit”* means, for any Tax Year during the term of this Agreement, the cumulative total of the Annual Limit amount for such Tax Year and for all previous Tax Years during the term of this Agreement, less all amounts paid by the Applicant to or on behalf of the District under Article VI.

*“Applicable School Finance Law”* means Chapters 41 and 42 of the TEXAS EDUCATION CODE, the Texas Economic Development Act (Chapter 313 of the TEXAS TAX CODE), Chapter 403, Subchapter M, of the TEXAS GOVERNMENT CODE applicable to District, and the Constitution and general laws of the State applicable to the school districts of the State for each and every year of this Agreement, including specifically, the applicable rules and regulations of the agencies of the State having jurisdiction over any matters relating to the public school systems and school districts of the State, and judicial decisions construing or interpreting any of the above. The term includes any and all amendments or successor statutes that may be adopted in the future that impact or alter the calculation of Applicant’s ad valorem tax obligation to District, either with or without the limitation of property values made pursuant to this Agreement. For each year of this Agreement, the “Applicable School Finance Law” shall be interpreted to include all provisions made applicable for any calculations made for the specific year for which calculations are being made.

*“Maintenance and Operations Revenue”* or *“M&O Revenue”* means (i) those revenues which the District receives from the levy of its annual ad valorem maintenance and operations tax pursuant to Section 45.002 of the TEXAS EDUCATION CODE and Article VII § 3 of the TEXAS CONSTITUTION, plus (ii) all State revenues to which the District is or may be entitled under Chapter 42 of the TEXAS EDUCATION CODE or any other statutory provision as well as any amendment or successor statute to these provisions, plus (iii) any indemnity payments received by the District under other agreements similar to this Agreement to the extent that such payments are designed to replace the District’s M&O Revenue lost as a result of such similar agreements, less (iv) any

amounts necessary to reimburse the State of Texas or another school district for the education of additional students pursuant to Chapter 41 of the TEXAS EDUCATION CODE.

“M&O Amount” means the amount to be paid by Applicant to compensate District for loss of Maintenance and Operations Revenue resulting from, or on account of, this Agreement as set forth in Section 4.2 of this Agreement.

“New M&O Revenue” means, with respect to any school year during the term of this Agreement, the total State and local Maintenance and Operations Revenue that District actually received for such school year, after all adjustments have been made thereto in accordance with the provisions of Applicable School Finance Law.

“Net Tax Benefit” means, as of any relevant date, an amount equal to (but not less than zero): (i) the amount of maintenance and operations ad valorem taxes which the Applicant would have paid to the District for all Tax Years during the term of this Agreement if this Agreement had not been entered into by the Parties; *minus*, (ii) an amount equal to the sum of (A) all maintenance and operations ad valorem school taxes actually due to the District or any other governmental entity, including the State of Texas, for all Tax Years during the term of this Agreement, plus (B) any and all payments due to the District under Articles IV, V, and VI of this Agreement.

“Original M&O Revenue” means the total State and local Maintenance and Operations Revenue that District would have received for the Tax Year, under the Applicable School Finance Law had this Agreement not been entered into by the Parties and the Applicant’s Qualified Property been subject to the ad valorem maintenance & operations tax at the rate applicable for such Tax Year. For purposes of this calculation, the Third Party will base its calculations upon actual local taxable values for each applicable year as certified by the County Appraisal District for all other taxable accounts in the District, save and except for the Qualified Property subject to this Agreement, *plus* the total appraised value of the Qualified Property subject to this Agreement. In this calculation, the total appraised value of the Qualified Property subject to this Agreement will be used for the Qualified Property in lieu of the property’s M&O taxable value. (For clarification, the taxable value used by the District in calculating the taxes payable for Interest and Sinking Fund taxation purposes on Applicant’s Qualified Property will be used for the Qualified Property in lieu of the property’s M&O taxable value.)

## **ARTICLE II**

### **AUTHORITY, PURPOSE AND LIMITATION AMOUNTS**

**Section 2.1. AUTHORITY.** This Agreement is executed by the District as its written agreement with the Applicant pursuant to the provisions and authority granted to the District in Section 313.027 of the TEXAS TAX CODE.

**Section 2.2. PURPOSE.** In consideration of the execution and subsequent performance of the terms and obligations by the Applicant pursuant to this Agreement, identified in Sections 2.5 and 2.6 and as more fully specified in this Agreement, the value of the Applicant’s Qualified Property

listed and assessed by the County Appraiser for the District's maintenance and operation ad valorem property tax shall be the Tax Limitation Amount as set forth in Section 2.4 of this Agreement during the Tax Limitation Period.

**Section 2.3. TERM OF THE AGREEMENT.**

A. The Application Review Start Date for this Agreement is December 17, 2018, which will be used to determine the eligibility of the Applicant's Qualified Property and all applicable wage standards.

B. The Application Approval Date for this Agreement is April 9, 2019

C. The Qualifying Time Period for this Agreement:

- i. Starts on April 9, 2019, the Application Approval Date;
- ii. Ends on December 31, 2021, the last day of the second complete Tax Year following the Qualifying Time Period start date

D. The Tax Limitation Period for this Agreement:

- i. Starts on January 1, 2020, the first complete Tax Year that begins after the date of Commercial Operation; and
- ii. Ends on December 31, 2029

E. The Final Termination Date for this Agreement is December 31, 2034.

F. This Agreement, and the obligations and responsibilities created by this Agreement, shall be and become effective on the Application Approval Date identified in Section 2.3.B. This Agreement, and the obligations and responsibilities created by this Agreement, terminate on the Final Termination Date identified in Section 2.3.E, unless extended by the express terms of this Agreement.

**Section 2.4. TAX LIMITATION.** So long as the Applicant makes the Qualified Investment as required by Section 2.5, during the Qualifying Time Period, and unless this Agreement has been terminated as provided herein before such Tax Year, on January 1 of each Tax Year of the Tax Limitation Period, the Appraised Value of the Applicant's Qualified Property for the District's maintenance and operations ad valorem tax purposes shall not exceed the lesser of:

A. the Market Value of the Applicant's Qualified Property; or

B. Thirty Million Dollars (\$30,000,000) based on Section 313.054 of the TEXAS TAX CODE

This Tax Limitation Amount is based on the limitation amount for the category that applies to the District on the Application Approval Date, as set out by Section 313.052 based on Subchapter C of the TEXAS TAX CODE.

**Section 2.5. TAX LIMITATION ELIGIBILITY.** In order to be eligible and entitled to receive the value limitation identified in Section 2.4 for the Qualified Property identified in Article III, the Applicant shall:

A. have completed the Applicant's Qualified Investment in the amount of \$30,000,000 during the Qualifying Time Period;

B. have created and maintained, subject to the provisions of Section 313.0276 of the TEXAS TAX CODE, New Qualifying Jobs as required by the Act; and

C. pay an average weekly wage of at least \$1,244 for all New Non-Qualifying Jobs created by the Applicant.

**Section 2.6. TAX LIMITATION OBLIGATIONS.** In order to receive and maintain the limitation authorized by Section 2.4, Applicant shall:

A. provide payments to District sufficient to protect future District revenues through payment of revenue offsets and other mechanisms as more fully described in Article IV;

B. provide payments to the District that protect the District from the payment of extraordinary education- related expenses related to the project, as more fully specified in Article V;

C. provide such Supplemental Payments as more fully specified in Article VI;

D. create and Maintain Viable Presence on or with the Qualified Property and perform additional obligations as more fully specified in Article VIII of this Agreement; and

E. No additional conditions are identified in the certificate for a limitation on appraised value by the Comptroller for this project.

### **ARTICLE III QUALIFIED PROPERTY**

**Section 3.1. LOCATION WITHIN ENTERPRISE OR REINVESTMENT ZONE.** At the time of the Application Approval Date, the Land is within an area designated either as an enterprise zone, pursuant to Chapter 2303 of the TEXAS GOVERNMENT CODE, or a reinvestment zone, pursuant to Chapter 311 or 312 of the TEXAS TAX CODE. The legal description, and information concerning the designation, of such zone is attached to this Agreement as **EXHIBIT 1** and is incorporated herein by reference for all purposes.

**Section 3.2. LOCATION OF QUALIFIED PROPERTY AND INVESTMENT.** The Land on which the Qualified Property shall be located and on which the Qualified Investment shall be made is described in **EXHIBIT 2**, which is attached hereto and incorporated herein by reference for all purposes. The Parties expressly agree that the boundaries of the Land may not be materially changed from its configuration described in **EXHIBIT 2** unless amended pursuant to the provisions of Section 10.2 of this Agreement.

**Section 3.3. DESCRIPTION OF QUALIFIED PROPERTY.** The Qualified Property that is subject to the Tax Limitation Amount is described in **EXHIBIT 4**, which is attached hereto and incorporated herein by reference for all purposes. Property which is not specifically described in **EXHIBIT 4** shall not be considered by the District or the Appraisal District to be part of the Applicant's

Qualified Property for purposes of this Agreement, unless by official action the Board of Trustees provides that such other property is a part of the Applicant's Qualified Property for purposes of this Agreement in compliance with Section 313.027(e) of the TEXAS TAX CODE, the Comptroller's Rules, and Section 10.2 of this Agreement.

**Section 3.4. CURRENT INVENTORY OF QUALIFIED PROPERTY.** In addition to the requirements of Section 10.2 of this Agreement, if there is a material change in the Qualified Property described in **EXHIBIT 4**, then within 60 days from the date commercial operation begins, the Applicant shall provide to the District, the Comptroller, the Appraisal District or the State Auditor's Office a specific and detailed description of the tangible personal property, buildings, and/or permanent, nonremovable building components (including any affixed to or incorporated into real property) on the Land to which the value limitation applies including maps or surveys of sufficient detail and description to locate all such described property on the Land.

**Section 3.5. QUALIFYING USE.** The Applicant's Qualified Property described in Section 3.3 qualifies for a tax limitation agreement under Section 313.024(b) of the TEXAS TAX CODE as property used for Renewable Energy Electric Generation.

#### **ARTICLE IV**

#### **PROTECTION AGAINST LOSS OF FUTURE DISTRICT REVENUES**

**Section 4.1. INTENT OF THE PARTIES.** Subject only to the limitations contained in Section 7.1 of this Agreement, it is the intent of the Parties that the District shall, in accordance with the provisions of Section 313.027(f)(1) of the TEXAS TAX CODE, be compensated by Applicant for any loss that District incurs in its Maintenance and Operations Revenue in each year of this Agreement for which this Agreement was, in any manner, a producing cause, to the extent solely and directly resulting because of or on account of, the execution of this Agreement. Such payments shall be independent of, and in addition to such other payments as set forth in Article V and Article VI in this Agreement. Subject only to the limitations contained in Section 7.1 of this Agreement, it is the intent of the Parties that the risk of any and all negative financial consequences to the District's total annual Maintenance and Operations Revenue, to which the execution of this Agreement contributed in any manner, will be borne solely by Applicant and not by District.

The Parties hereto expressly understand and agree that, for all years to which this Agreement may apply, the calculation of negative financial consequences will be defined for each applicable year in accordance with the Applicable School Finance Law, as defined in Section 1.2 above, and that such definition specifically contemplates that calculations made under this Agreement may well periodically change in accordance with changes made from time to time in the Applicable School Finance Law. The Parties further agree that the printouts and projections produced during the negotiations and approval of this Agreement are: i) for illustrative purposes only, are not intended to be relied upon, and have not been relied upon by the Parties as a prediction of future consequences to either Party to the Agreement; ii) are based upon current Applicable School Finance Law, which is subject to change by statute, by administrative regulation, or by judicial

decision at any time; and, iii) may change in future years to reflect changes in the Applicable School Finance Law.

**Section 4.2. CALCULATING THE AMOUNT OF LOSS OF REVENUES BY THE DISTRICT.** Subject only to the provisions of Section 7.1 of this Agreement, the amount to be paid by Applicant to compensate District for loss of Maintenance and Operations Revenue solely and directly resulting from, or on account of, this Agreement for each year starting in the year of the Application Review Start Date and ending on the Final Termination Date, the "M&O Amount" shall be determined in compliance with the Applicable School Finance Law in effect for such year and according to the following formula:

A. Notwithstanding any other provision in this Agreement, the M&O Amount owed by Applicant to District means the Original M&O Revenue *minus* the New M&O Revenue.

B. In making the calculations required by this Section 4.2 of this Agreement:

i. The Taxable Value of property for each school year will be determined under the Applicable School Finance Law as that law exists for each year for which the calculation is made.

ii. For purposes of this calculation, the tax collection rate on the Applicant's Qualified Property will be presumed to be one hundred percent (100%).

iii. If, for any year of this Agreement, the difference between the Original M&O Revenue and the New M&O Revenue, as calculated under this Section 4.2 of this Agreement, results in a negative number, the negative number will be considered to be zero.

iv. For all calculations made for years during the Tax Limitation Period under Section 4.2 of this Agreement, Subsection *ii* of this subsection will reflect the Tax

**Section 4.3. CALCULATIONS TO BE MADE BY THIRD PARTY.** All calculations under this Agreement shall be made annually by an independent third party (the "Third Party") selected and approved each year by the District, subject to approval by Applicant in writing, which approval shall not be unreasonably withheld. To the extent not inconsistent with a statutory change to Applicable School Finance Law, all calculations made by the Third Party under this Agreement shall be made using a methodology which isolates only the revenue impact caused by this Agreement. Applicant shall not be responsible to reimburse District for other revenue losses created by other agreements or any other factors.

**Section 4.4. DATA USED FOR CALCULATIONS.** The calculations for payments under this Agreement shall be initially based upon the valuations placed upon the Applicant's Qualified Investment and/or the Applicant's Qualified Property by the Appraisal District in its annual certified tax roll submitted to the District for each Tax Year pursuant to Texas Tax Code § 26.01 on or about July 25 of each year of this Agreement. Immediately upon receipt of the valuation

information by the District, the District shall submit the valuation information to the Third Party selected under Section 4.3. The certified tax roll data shall form the basis of the calculation of any and all amounts due under this Agreement. All other data utilized by the Third Party to make the calculations contemplated by this Agreement shall be based upon the best available current estimates. The data utilized by the Third Party shall be adjusted from time to time by the Third Party to reflect actual amounts, subsequent adjustments by the Appraisal District to the District's certified tax roll or any other changes in student counts, tax collections, or other data.

**Section 4.5. DELIVERY OF CALCULATIONS.** On or before November 1 of each year for which this Agreement is effective, the Third Party appointed pursuant to Section 4.3 of this Agreement shall forward to the Parties a certification containing the calculations required under Sections 4.2 and/or 4.3, Article VI, and/or Section 7.1 of this Agreement in sufficient detail to allow the Parties to understand the manner in which the calculations were made. The Third Party shall simultaneously submit his, her or its invoice for fees for services rendered to the Parties, if any fees are being claimed, which fee shall be the sole responsibility of the District, but subject to the provisions of Section 4.7, below. Upon reasonable prior notice, the employees and agents of the Applicant shall have access, at all reasonable times, to the Third Party's calculations, records, and correspondence pertaining to the calculation and fee for the purpose of verification. The Third Party shall maintain supporting data consistent with generally accepted accounting practices, and the employees and agents of the Applicant shall have the right to reproduce and retain for purpose of audit, any of these documents. The Third Party shall preserve all documents pertaining to the calculation until the Final Termination Date of this Agreement. The Applicant shall not be liable for any of the Third Party's costs resulting from an audit of the Third Party's books, records, correspondence, or work papers pertaining to the calculations contemplated by this Agreement.

**Section 4.6. PAYMENT BY APPLICANT.** The Applicant shall pay any amount determined by the Third Party to be due and owing to the District under this Agreement on or before the January 31 next following the tax levy for each year for which this Agreement is effective; provided, however, that the District and the Applicant may mutually agree in writing to extend the date of payment. By such date, the Applicant shall also pay any amount billed by the Third Party, plus any reasonable and necessary legal expenses paid by the District to its attorneys, auditors, or financial consultants for the preparation and filing of any financial reports, disclosures, or other reimbursement applications filed with or sent to the State of Texas which are, or may be required under the terms or because of the execution of this Agreement. For no Tax Year during the term of this Agreement shall the Applicant be responsible for the payment of an aggregate amount of fees and expenses under this Section 4.6 which exceeds Fifteen Thousand Dollars (\$15,000.00).

**Section 4.7. EFFECT OF PROPERTY VALUE APPEAL OR OTHER ADJUSTMENT.** If at the time the Third Party selected under Section 4.3 makes its calculations under this Agreement, the Applicant has appealed any matter relating to the valuations placed by the Appraisal District on the

Applicant's Qualified Property, and/or the Applicant's Qualified Property, as applicable, and such appeal remains unresolved, the Third Party shall base its calculations upon the values placed upon the Applicant's Qualified Property and/or the Applicant's Qualified Property by the Appraisal District.

If as a result of an appeal or for any other reason, the Taxable Value of the Applicant's Qualified Investment and/or the Applicant's Qualified Property is changed, once the determination of the new Taxable Value becomes final, the Parties shall immediately notify the Third Party who shall immediately issue new calculations for the applicable year or years using the new Taxable Value. In the event the new calculations result in a change in any amount paid or payable by the Applicant under this Agreement, the Party from whom the adjustment is payable shall remit such amounts to the other Party within thirty (30) days of the receipt of the new calculations from the Third Party.

**Section 4.8. STATUTORY CHANGES AFFECTING M&O REVENUE.** Notwithstanding any other provision in this Agreement, but subject to the limitations contained in Section 7.1 of this Agreement, in the event that, by virtue of statutory changes to the Applicable School Finance Law, administrative interpretations by Comptroller, Commissioner of Education, or the Texas Education Agency, or for any other reason attributable to statutory change, District will receive less Maintenance and Operations Revenue, or, if applicable, will be required to increase its payment of funds to the State, because of its participation in this Agreement, Applicant shall make payments to District, up to the limit set forth in Section 7.1, that are necessary to offset any negative impact on District's Maintenance and Operations Revenue, as a result of its participation in this Agreement. Such calculation shall take into account any adjustments to the amount calculated for the current fiscal year that should be made in order to reflect the actual impact on District.

## ARTICLE V

### **PAYMENT OF EXTRAORDINARY EDUCATION-RELATED EXPENSES**

**Section 5.1. EXTRAORDINARY EXPENSES.** In addition to the amounts determined pursuant to Section 4.2 of this Agreement above, Applicant on an annual basis shall also indemnify and reimburse District for the following: all non-reimbursed costs, certified by District's external auditor to have been incurred by District for extraordinary education-related expenses related to the project that are not directly funded in state aid formulas, including expenses for the purchase of portable classrooms and the hiring of additional personnel to accommodate a temporary increase in student enrollment attributable to the project.

**ARTICLE VI**  
**SUPPLEMENTAL PAYMENTS**

**Section 6.1. INTENT OF PARTIES WITH RESPECT TO SUPPLEMENTAL PAYMENTS**

A. Amounts Exclusive of Indemnity Amounts. In addition to undertaking the responsibility for the payment of all of the amounts set forth under Articles IV and V, and as further consideration for the execution of this Agreement by the District, the Applicant shall also be responsible for Supplemental Payments set forth in this Article VI. The Applicant shall not be responsible to the District or to any other person or persons in any form for the payment or transfer of money or any other thing of value in recognition of, anticipation of, or consideration for this Agreement for limitation on appraised value made pursuant to Chapter 313, Texas Tax Code, unless it is explicitly set forth in this Agreement. It is the express intent of the Parties that the Applicant's obligation to make Supplemental Payments under this Article VI is separate and independent of the obligation of the Applicant to pay the amounts described in Articles IV and V; provided, however, that all payments under Articles IV and V are subject to the limitations contained in Section 7.1, and that all payments under this Article VI are subject to the separate limitations contained in Section 6.2.

B. Adherence to Statutory Limits on Supplemental Payments. It is the express intent of the Parties that any Supplemental Payments made to or on behalf of the District by the Applicant under this Article VI shall not exceed the limit imposed by the provisions of Texas Tax Code §313.027(i), as such limit is allowed to be increased by the Legislature for any future year of this Agreement.

**Section 6.2. SUPPLEMENTAL PAYMENT LIMITATION.** Notwithstanding the foregoing:

A. the total of the Supplemental Payments made pursuant to this Article shall not exceed for any calendar year of this Agreement an amount equal to the greater of One Hundred Dollars (\$100.00) per student per year in average daily attendance, as defined by Section 42.005 of the TEXAS EDUCATION CODE, or Fifty Thousand Dollars (\$50,000.00) per year times the number of years beginning with the first complete or partial year of the Qualifying Time Period identified in Section 2.3.C and ending with the year for which the Supplemental Payment is being calculated minus all Supplemental Payments previously made by the Application;

B. Supplemental Payments may only be made during the period starting the first year of the Qualifying Time Period and ending December 31 of the third year following the end of the Tax Limitation Period:

C. the limitation in Section 6.2.A does not apply to amounts described by Section 313.027(f)(1)– (2) of the TEXAS TAX CODE as implemented in Articles IV and V of this Agreement.

D. For purposes of this Agreement, the calculation of the limit of the annual Supplemental Payment shall be the greater of \$50,000 or \$100 multiplied by the District's Average Daily Attendance as calculated pursuant to Section 42.005 of the TEXAS EDUCATION CODE, based upon the District's 2017-2018 Average Daily Attendance of 3,840, rounded to the nearest whole number.

**Section 6.3. STIPULATED SUPPLEMENTAL PAYMENT AMOUNT – SUBJECT TO AGGREGATE LIMIT**

In addition to the Supplemental Payment limitation set forth in Section 6.2 of this Agreement, during the term of this Agreement, the District shall not be entitled to receive Supplemental Payments that exceed the lesser of:

- (a) the "Applicant's Stipulated Supplemental Payment Amount," which is hereby defined as forty percent (40%) of the Applicant's "Net Tax Benefit," as such term is defined in Section 1.2, above; or
- (b) the "Aggregate Limit," as such term is defined in Section 1.2, above.

**Section 6.4. ANNUAL CALCULATION OF STIPULATED SUPPLEMENTAL PAYMENT AMOUNT.** The Parties agree that for each Tax Year during the term of this Agreement beginning with the Tax Year 2019, which is the Tax Year that includes the date on which the Qualifying Time Period commences under this Agreement as provided in Section 2.3.C.i., the Applicant's Stipulated Supplemental Payment Amount, as defined in Section 1.2, will annually be calculated based upon the then most current estimate of tax savings to the Applicant, which will be made, based upon assumptions of student counts, tax collections, and other applicable data, in accordance with the formula set forth in the definition of "Net Tax Benefit." In the event that there are changes in the data upon which the calculations set forth herein are made, the Third Party described in Section 4.3 above shall adjust the Applicant's Stipulated Supplemental Payment Amount calculation to reflect such changes in the data.

**Section 6.5. CALCULATION OF ANNUAL SUPPLEMENTAL PAYMENTS TO THE DISTRICT AND APPLICATION OF AGGREGATE LIMIT.** For each Tax Year during the term of this Agreement beginning with the Tax Year 2019, which is the Tax Year that includes the date on which the Qualifying Time Period commences under this Agreement as provided in Section 2.3.C.i, and ending with Tax Year 2032, which is the third Tax Year following the end of the Tax Limitation Period, the District, or its successor beneficiary should one be designated under Section 6.7 below shall not be entitled to receive Supplemental Payments, computed under Sections 6.2 and 6.3 above, that exceed the Aggregate Limit. If, for any Tax Year during the term of this Agreement the amount of the Applicant's Stipulated Supplemental Payment Amount, calculated under Sections 6.2 and 6.3 above for such Tax Year, exceeds the Aggregate Limit for such Tax Year, the

difference between the Applicant's Stipulated Supplemental Payment Amount so calculated and the Aggregate Limit for such Tax Year, shall be carried forward from year-to-year into subsequent Tax Years during the term of this Agreement, and to the extent not limited by the Aggregate Limit in any subsequent Tax Year during the term of this Agreement, shall be paid to the District. If there are changes in Chapter 313 of the Texas Tax Code that increase or decrease the limit on the amount of the Supplemental Payments that may be made to or on behalf of the District by the Applicant under this Article VI, any higher or lower amount of Supplemental Payments that first became due hereunder prior to the effective date of any such statutory change will not be adjusted. Any of the Applicant's Stipulated Supplemental Payment Amounts which cannot be paid to the District prior to the end of the third full Tax Year following the end of the Tax Limitation Period, as defined in Section 2.3(D)(ii), because such payment would exceed the Aggregate Limit, will be deemed to have been cancelled by operation of law, and the Applicant shall have no further obligation with respect thereto.

#### **Section 6.6. PROCEDURES FOR SUPPLEMENTAL PAYMENT CALCULATIONS**

A. All calculations required by this Article shall be calculated by the Third Party selected pursuant to Section 4.3, above.

B. The calculations made by the Third Party shall be made at the same time and on the same schedule as the calculations made pursuant to Section 4.6, above.

C. The payment of all amounts due under this Article shall be made shall be paid on the same date established by Section 4.6 for such Tax Year.

**Section 6.7. DISTRICT'S OPTION TO DESIGNATE SUCCESSOR BENEFICIARY.** At any time during this Agreement, the District's Board of Trustees may, in its sole discretion, so long as such decision does not result in additional costs to the Applicant under this Agreement, direct that the Applicant's payment obligations under Article VI of this agreement be made to its educational foundation, or to a similar entity. The alternative entity may only use such funds received under this Article to support the educational mission of the District and its students. Any designation of an alternative entity must be made by recorded vote of the District's Board of Trustees at a properly posted public Board meeting. Any such designation will become effective after public vote and the delivery of notice of said vote to the Applicant in conformance with the provisions of Section 10.1, below. Such designation may be rescinded, with respect to future payments only, by action of the District's Board of Trustees at any time. Any designation of a successor beneficiary under this Section shall not alter the Supplemental Payments calculated as described in Section 6.5, above.

**ARTICLE VII**  
**ANNUAL LIMITATION OF PAYMENTS BY APPLICANT**

**Section 7.1. ANNUAL LIMITATION.** Notwithstanding anything contained in this Agreement to the contrary, and with respect to each Tax Year of the Tax Limitation Period beginning after the first Tax Year of the Tax Limitation Period, in no event shall (i) the sum of the maintenance and operations ad valorem taxes paid by the Applicant to the District for such Tax Year, plus the sum of all payments otherwise due from the Applicant to the District under Articles IV, V, and VI of this Agreement with respect to such Tax Year, exceed (ii) the amount of the maintenance and operations ad valorem taxes that the Applicant would have paid to the District for such Tax Year (determined by using the District's actual maintenance and operations tax rate for such Tax Year) if the Parties had not entered into this Agreement. The calculation and comparison of the amounts described in clauses (i) and (ii) of the preceding sentence shall be included in all calculations made pursuant to Article IV of this Agreement, and in the event the sum of the amounts described in said clause (i) exceeds the amount described in said clause (ii), then the payments otherwise due from the Applicant to the District under Articles IV, V, and VI shall be reduced until such excess is eliminated.

**Section 7.2. OPTION TO TERMINATE AGREEMENT.** In the event that any payment otherwise due from the Applicant to the District under Article IV, Article V, or Article VI of this Agreement with respect to a Tax Year is subject to reduction in accordance with the provisions of Section 7.1, then the Applicant shall have the option to terminate this Agreement. The Applicant may exercise such option to terminate this Agreement by notifying the District of its election in writing not later than the July 31 of the year following the Tax Year with respect to which a reduction under Section 7.1 is applicable. Any termination of this Agreement under the foregoing provisions of this Section 7.2 shall be effective immediately prior to the second Tax Year next following the Tax Year in which the reduction giving rise to the option occurred.

**Section 7.3. EFFECT OF OPTIONAL TERMINATION.** Upon the exercise of the option to terminate pursuant to Section 7.2, this Agreement shall terminate and be of no further force or effect; provided, however, that:

A. the Parties respective rights and obligations under this Agreement with respect to the Tax Year or Tax Years (as the case may be) through and including the Tax Year during which such notification is delivered to the District, shall not be impaired or modified as a result of such termination and shall survive such termination unless and until satisfied and discharged; and

B. the provisions of this Agreement regarding payments (including liquidated damages and tax payments), records and dispute resolution shall survive the termination or expiration of this Agreement.

**ARTICLE VIII**  
**ADDITIONAL OBLIGATIONS OF APPLICANT**

**Section 8.1. APPLICANT'S OBLIGATION TO MAINTAIN VIABLE PRESENCE.** In order to receive and maintain the limitation authorized by Section 2.4 in addition to the other obligations required

by this Agreement, the Applicant shall Maintain Viable Presence in the District commencing at the start of the Tax Limitation Period through the Final Termination Date of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the Applicant shall not be in breach of, and shall not be subject to any liability for failure to Maintain Viable Presence to the extent such failure is caused by Force Majeure, provided the Applicant makes commercially reasonable efforts to remedy the cause of such Force Majeure.

**Section 8.2. REPORTS.** In order to receive and maintain the limitation authorized by Section 2.4 in addition to the other obligations required by this Agreement, the Applicant shall submit all reports required from time to time by the Comptroller, listed in 34 TEXAS ADMIN. CODE Section 9.1052 and as currently located on the Comptroller's website, including all data elements required by such form to the satisfaction of the Comptroller on the dates indicated on the form or the Comptroller's website and starting on the first such due date after the Application Approval Date.

**Section 8.3. COMPTROLLER'S REPORT ON CHAPTER 313 AGREEMENTS.** During the term of this Agreement, both Parties shall provide the Comptroller with all information reasonably necessary for the Comptroller to assess performance under this Agreement for the purpose of issuing the Comptroller's report, as required by Section 313.032 of the TEXAS TAX CODE.

**Section 8.4. DATA REQUESTS.** Upon the written request of the District, the State Auditor's Office, the Appraisal District, or the Comptroller during the term of this Agreement, the Applicant, the District or any other entity on behalf of the District shall provide the requesting party with all information reasonably necessary for the requesting party to determine whether the Applicant is in compliance with its rights, obligations or responsibilities, including, but not limited to, any employment obligations which may arise under this Agreement.

**Section 8.5. SITE VISITS AND RECORD REVIEW.** The Applicant shall allow authorized employees of the District, the Comptroller, the Appraisal District, and the State Auditor's Office to have reasonable access to the Applicant's Qualified Property and business records from the Application Review Start Date through the Final Termination Date, in order to inspect the project to determine compliance with the terms hereof or as necessary to properly appraise the Taxable Value of the Applicant's Qualified Property.

A. All inspections will be made at a mutually agreeable time after the giving of not less than forty-eight (48) hours prior written notice, and will be conducted in such a manner so as not to unreasonably interfere with either the construction or operation of the Applicant's Qualified Property.

B. All inspections may be accompanied by one or more representatives of the Applicant, and shall be conducted in accordance with the Applicant's safety, security, and operational standards. Notwithstanding the foregoing, nothing contained in this Agreement shall require the Applicant to provide the District, the Comptroller, or the Appraisal District with any technical or business information that is proprietary, a trade secret, or is subject to a confidentiality agreement with any third party.

**Section 8.6. RIGHT TO AUDIT; SUPPORTING DOCUMENTS; AUTHORITY OF STATE AUDITOR.**

By executing this Agreement, implementing the authority of, and accepting the benefits provided by Chapter 313 of the TEXAS TAX CODE, the Parties agree that this Agreement and their performance pursuant to its terms are subject to review and audit by the State Auditor as if they are parties to a State contract and subject to the provisions of Section 2262.154 of the TEXAS GOVERNMENT CODE and Section 313.010(a) of the TEXAS TAX CODE. The Parties further agree to comply with the following requirements:

A. The District and the Applicant shall maintain and retain supporting documents adequate to ensure that claims for the Tax Limitation Amount are in accordance with applicable Comptroller and State of Texas requirements. The Applicant and the District shall maintain all such documents and other records relating to this Agreement and the State's property for a period of four (4) years after the latest occurring date of:

- i. date of submission of the final payment;
- ii. Final Termination Date; or
- iii. date of resolution of all disputes or payment.

B. During the time period defined under Section 8.6.A, the District and the Applicant shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all information related to this Agreement; the Applicant's Application; and the Applicant's Qualified Property, Qualified Investment, New Qualifying Jobs, and wages paid for New Non-Qualifying Jobs such as work papers, reports, books, data, files, software, records, calculations, spreadsheets and other supporting documents pertaining to this Agreement, for purposes of inspecting, monitoring, auditing, or evaluating by the Comptroller, State Auditor's Office, State of Texas or their authorized representatives. The Applicant and the District shall cooperate with auditors and other authorized Comptroller and State of Texas representatives and shall provide them with prompt access to all of such property as requested by the Comptroller or the State of Texas. By example and not as an exclusion to other breaches or failures, the Applicant's or the District's failure to comply with this Section shall constitute a Material Breach of this Agreement.

C. In addition to and without limitation on the other audit provisions of this Agreement, the acceptance of tax benefits or funds by the Applicant or the District or any other entity or person directly under this Agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the Applicant or the District or other entity that is the subject of an audit or investigation by the State Auditor must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit. The Parties agree that this Agreement shall for its duration be subject to all rules and procedures of the State Auditor acting under the direction of the legislative audit committee.

D. The Applicant shall include the requirements of this Section 8.6 in its subcontract with any entity whose employees or subcontractors are subject to wage requirements under the Act, the Comptroller's Rules, or this Agreement, or any entity whose employees or subcontractors are included in the Applicant's compliance with job creation or wage standard requirement of the Act, the Comptroller's Rules, or this Agreement.

**Section 8.7. FALSE STATEMENTS; BREACH OF REPRESENTATIONS.** The Parties acknowledge that this Agreement has been negotiated, and is being executed, in reliance upon the information contained in the Application, and any supplements or amendments thereto, without which the Comptroller would not have approved this Agreement and the District would not have executed this Agreement. By signature to this Agreement, the Applicant:

A. represents and warrants that all information, facts, and representations contained in the Application are true and correct to the best of its knowledge;

B. agrees and acknowledges that the Application and all related attachments and schedules are included by reference in this Agreement as if fully set forth herein; and

C. acknowledges that if the Applicant submitted its Application with a false statement, signs this Agreement with a false statement, or submits a report with a false statement, or it is subsequently determined that the Applicant has violated any of the representations, warranties, guarantees, certifications, or affirmations included in the Application or this Agreement, the Applicant shall have materially breached this Agreement and the Agreement shall be invalid and void except for the enforcement of the provisions required by Section 9.2 of this Agreement.

## **ARTICLE IX** **MATERIAL BREACH OR EARLY TERMINATION**

**Section 9.1. EVENTS CONSTITUTING MATERIAL BREACH OF AGREEMENT.** The Applicant shall be in Material Breach of this Agreement if it commits one or more of the following acts or omissions (each a “Material Breach”):

A. The Application, any Application Supplement, or any Application Amendment on which this Agreement is approved is determined to be inaccurate as to any material representation, information, or fact or is not complete as to any material fact or representation or such application;

B. The Applicant failed to complete Qualified Investment as required by Section 2.5.A. of this Agreement during the Qualifying Time Period;

C. The Applicant failed to create and maintain the number of New Qualifying Jobs required by the Act;

D. The Applicant failed to create and maintain the number of New Qualifying Jobs specified in Schedule C of the Application;

E. The Applicant failed to pay at least the average weekly wage of all jobs in the county in which the jobs are located for all New Non-Qualifying Jobs created by the Applicant;

F. The Applicant failed to provide payments to the District sufficient to protect future District revenues through payment of revenue offsets and other mechanisms as more fully described in Article IV of this Agreement;

G. The Applicant failed to provide the payments to the District that protect the District from the payment of extraordinary education-related expenses related to the project to the extent and in the amounts that the Applicant agreed to provide such payments in Article V of this Agreement;

H. The Applicant failed to provide the Supplemental Payments to the extent and in the amounts that the Applicant agreed to provide such Supplemental Payments in Article VI of this Agreement;

I. The Applicant failed to create and Maintain Viable Presence on or with the Qualified Property as more fully specified in Article VIII of this Agreement;

J. The Applicant failed to submit the reports required to be submitted by Section 8.2 to the satisfaction of the Comptroller;

K. The Applicant failed to provide the District or the Comptroller with all information reasonably necessary for the District or the Comptroller to determine whether the Applicant is in compliance with its obligations, including, but not limited to, any employment obligations which may arise under this Agreement;

L. The Applicant failed to allow authorized employees of the District, the Comptroller, the Appraisal District, or the State Auditor's Office to have access to the Applicant's Qualified Property or business records in order to inspect the project to determine compliance with the terms hereof or as necessary to properly appraise the Taxable Value of the Applicant's Qualified Property under Sections 8.5 and 8.6;

M. The Applicant failed to comply with a request by the State Auditor's office to review and audit the Applicant's compliance with this Agreement;

N. The Applicant has made any payments to the District or to any other person or persons in any form for the payment or transfer of money or any other thing of value in recognition of, anticipation of, or consideration for this Agreement for limitation on Appraised Value made pursuant to Chapter 313 of the TEXAS TAX CODE, in excess of the amounts set forth in Articles IV, V and VI of this Agreement;

O. The Applicant failed to comply with the conditions included in the certificate for limitation issued by the Comptroller.

**Section 9.2. DETERMINATION OF BREACH AND TERMINATION OF AGREEMENT.**

A. Prior to making a determination that the Applicant has failed to comply in any material

respect with the terms of this Agreement or to meet any material obligation under this Agreement, the District shall provide the Applicant with a written notice of the facts which it believes have caused the breach of this Agreement, and if cure is possible, the cure proposed by the District. After receipt of the notice, the Applicant shall be given ninety (90) days to present any facts or arguments to the Board of Trustees showing that it is not in breach of its obligations under this Agreement, or that it has cured or undertaken to cure any such breach.

B. If the Board of Trustees is not satisfied with such response or that such breach has been cured, then the Board of Trustees shall, after reasonable notice to the Applicant, conduct a hearing called and held for the purpose of determining whether such breach has occurred and, if so, whether such breach has been cured. At any such hearing, the Applicant shall have the opportunity, together with their counsel, to be heard before the Board of Trustees. At the hearing, the Board of Trustees shall make findings as to:

- i. whether or not a breach of this Agreement has occurred;
- ii. whether or not such breach is a Material Breach;
- iii. the date such breach occurred, if any;

iv. whether or not any such breach has been cured; and

C. In the event that the Board of Trustees determines that such a breach has occurred and has not been cured, it shall at that time determine:

- i. the amount of recapture taxes under Section 9.4.C (net of all credits under Section 9.4.C);
- ii. the amount of any penalty or interest under Section 9.4.E that are owed to the District; and
- iii. in the event of a finding of a Material Breach, whether to terminate this Agreement.

D. After making its determination regarding any alleged breach, the Board of Trustees shall cause the Applicant to be notified in writing of its determination (a “Determination of Breach and Notice of Contract Termination”) and provide a copy to the Comptroller.

### **Section 9.3. DISPUTE RESOLUTION.**

A. After receipt of notice of the Board of Trustee’s Determination of Breach and Notice of Contract Termination under Section 9.2, the Applicant shall have sixty (60) days in which either to tender payment or evidence of its efforts to cure, or to initiate mediation of the dispute by written notice to the District, in which case the District and the Applicant shall be required to make a good faith effort to resolve, without resort to litigation and within sixty (60) days after the Applicant initiates mediation, such dispute through mediation with a mutually agreeable mediator and at a mutually convenient time and place for the mediation. If the Parties are unable to agree on a mediator, a mediator shall be selected by the senior state district court judge then presiding in Andrews County, Texas. The Parties agree to sign a document that provides the mediator and the mediation will be governed by the provisions of Chapter 154 of the TEXAS CIVIL PRACTICE AND REMEDIES CODE and such other rules as the mediator shall prescribe. With respect to such mediation, (i) the District shall bear one-half of such mediator’s fees and expenses and the Applicant shall bear one-half of such mediator’s fees and expenses, and (ii) otherwise each Party shall bear all of its costs and expenses (including attorneys’ fees) incurred in connection with such mediation.

B. In the event that any mediation is not successful in resolving the dispute or that payment is not received within the time period described for mediation in Section 9.3.A, either the District or the Applicant may seek a judicial declaration of their respective rights and duties under this Agreement or otherwise, in a judicial proceeding in a state district court in Andrews County, assert any rights or defenses, or seek any remedy in law or in equity, against the other Party with respect to any claim relating to any breach, default, or nonperformance of any contract, agreement or undertaking made by a Party pursuant to this Agreement.

C. If payments become due under this Agreement and are not received before the expiration of the (30) days provided for such payment in Section 9.3.A, and if the Applicant has not contested such payment calculations under the procedures set forth herein, including judicial proceedings, the District shall have the remedies for the collection of the amounts determined under Section

9.4 as are set forth in Chapter 33, Subchapters B and C, of the TEXAS TAX CODE for the collection of delinquent taxes. In the event that the District successfully prosecutes legal proceedings under this section, the Applicant shall also be responsible for the payment of attorney's fees to the attorneys representing the District pursuant to Section 6.30 of the TEXAS TAX CODE and a tax lien shall attach to the Applicant's Qualified Property and the Applicant's Qualified Investment pursuant to Section 33.07 of the TEXAS TAX CODE to secure payment of such fees.

**Section 9.4. Consequences of Early Termination or Other Breach by Applicant.**

A. In the event that the Applicant terminates this Agreement without the consent of the District, except as provided in Section 7.2 of this Agreement, the Applicant shall pay to the District liquidated damages for such failure within thirty (30) days after receipt of the notice of breach.

B. In the event that the District determines that the Applicant has failed to comply in any material respect with the terms of this Agreement or to meet any material obligation under this Agreement, the Applicant shall pay to the District liquidated damages, as calculated by Section 9.4.C, prior to, and the District may terminate the Agreement effective on the later of: (i) the expiration of the (60) days provided for in Section 9.3.A, and (ii) thirty (30) days after any mediation and judicial proceedings initiated pursuant to Sections 9.3.A and 9.3.B are resolved in favor of the District.

C. The sum of liquidated damages due and payable shall be the sum total of the District ad valorem taxes for all of the Tax Years for which a tax limitation was granted pursuant to this Agreement prior to the year in which the default occurs that otherwise would have been due and payable by the Applicant to the District without the benefit of this Agreement, including penalty and interest, as calculated in accordance with Section 9.4.E. For purposes of this liquidated damages calculation, the Applicant shall be entitled to a credit for all payments made to the District pursuant to Articles IV, V, and VI. Upon payment of such liquidated damages, the Applicant's obligations under this Agreement shall be deemed fully satisfied, and such payment shall constitute the District's sole remedy.

D. In the event that the District determines that the Applicant has committed a Material Breach identified in Section 9.1, after the notice and mediation periods provided by Sections 9.2 and 9.3, then the District may, in addition to the payment of liquidated damages required pursuant to Section 9.4.C, terminate this Agreement.

E. In determining the amount of penalty or interest, or both, due in the event of a breach of this Agreement, the District shall first determine the base amount of recaptured taxes less all credits under Section 9.4.C owed for each Tax Year during the Tax Limitation Period. The District shall calculate penalty or interest for each Tax Year during the Tax Limitation Period in accordance with the methodology set forth in Chapter 33 of the TEXAS TAX CODE, as if the base amount calculated for such Tax Year less all credits under Section 9.4.C had become due and payable on February 1 of the calendar year following such Tax Year. Penalties on said amounts shall be calculated in accordance with the methodology set forth in Section 33.01(a) of the TEXAS TAX CODE, or its successor statute. Interest on said amounts shall be calculated in accordance

with the methodology set forth in Section 33.01(c) of the TEXAS TAX CODE, or its successor statute.

**Section 9.5. LIMITATION OF OTHER DAMAGES.** Notwithstanding anything contained in this Agreement to the contrary, in the event of default or breach of this Agreement by the Applicant, the District's damages for such a default shall under no circumstances exceed the amounts calculated under Section 9.4. In addition, the District's sole right of equitable relief under this Agreement shall be its right to terminate this Agreement. The Parties further agree that the limitation of damages and remedies set forth in this Section 9.5 shall be the sole and exclusive remedies available to the District, whether at law or under principles of equity.

**Section 9.6. STATUTORY PENALTY FOR INADEQUATE QUALIFIED INVESTMENT.** Pursuant to Section 313.0275 of the TEXAS TAX CODE, in the event that the Applicant fails to make \$30,000,000 of Qualified Investment, in whole or in part, during the Qualifying Time Period, the Applicant is liable to the State for a penalty. The amount of the penalty is the amount determined by: (i) multiplying the maintenance and operations tax rate of the school district for that tax year that the penalty is due by (ii) the amount obtained after subtracting (a) the Tax Limitation Amount identified in Section 2.4.B from (b) the Market Value of the property identified on the Appraisal District's records for the Tax Year the penalty is due. This penalty shall be paid on or before February 1 of the year following the expiration of the Qualifying Time Period and is subject to the delinquent penalty provisions of Section 33.01 of the TEXAS TAX CODE. The Comptroller may grant a waiver of this penalty in the event of Force Majeure which prevents compliance with this provision.

**Section 9.7. REMEDY FOR FAILURE TO CREATE AND MAINTAIN REQUIRED NEW QUALIFYING JOBS** Pursuant to Section 313.0276 of the TEXAS TAX CODE, for any full Tax Year that commences after the project has become operational, in the event that it has been determined that the Applicant has failed to meet the job creation or retention requirements defined in Sections 9.1.C, the Applicant shall not be deemed to be in Material Breach of this Agreement until such time as the Comptroller has made a determination to rescind this Agreement under Section 313.0276 of TEXAS TAX CODE, and that determination is final.

**Section 9.8. REMEDY FOR FAILURE TO CREATE AND MAINTAIN COMMITTED NEW QUALIFYING JOBS**

A. In the event that the Applicant fails to create and maintain the number of New Qualifying Jobs specified in Schedule C of the Application, an event constituting a Material Breach as defined in Section 9.1.D, the Applicant and the District may elect to remedy the Material Breach through a penalty payment.

B. Following the notice and mediation periods provided by Sections 9.2 and 9.3, the District may request the Applicant to make a payment to the State in an amount equal to: (i) multiplying the maintenance and operations tax rate of the school district for that Tax Year that the Material Breach occurs by (ii) the amount obtained after subtracting (a) the Tax Limitation Amount identified in Section 2.4.B from (b) the market value of the property identified on the Appraisal District's records for each tax year the Material Breach occurs.

C. In the event that there is no tax limitation in place for the tax year that the Material Breach occurs, the payment to the State shall be in an amount equal to: (i) multiplying the maintenance and operations tax rate of the School District for each tax year that the Material Breach occurs by (ii) the amount obtained after subtracting (a) the tax limitation amount identified in Section 2.4.B from (b) the Market Value of the property identified on the Appraisal District's records for the last Tax Year for which the Applicant received a tax limitation.

D. The penalty shall be paid no later than 30 days after the notice of breach and is subject to the delinquent penalty provisions of Section 33.01 of the TEXAS TAX CODE.

**ARTICLE X.**  
**MISCELLANEOUS PROVISIONS**

**Section 10.1. INFORMATION AND NOTICES.**

A. Unless otherwise expressly provided in this Agreement, all notices required or permitted hereunder shall be in writing and deemed sufficiently given for all purposes hereof if (i) delivered in person, by courier (*e.g.*, by Federal Express) or by registered or certified United States Mail to the Party to be notified, with receipt obtained, or (ii) sent by facsimile or email transmission, with notice of receipt obtained, in each case to the appropriate address or number as set forth below. Each notice shall be deemed effective on receipt by the addressee as aforesaid; provided that, notice received by facsimile or email transmission after 5:00 p.m. at the location of the addressee of such notice shall be deemed received on the first business day following the date of such electronic receipt.

B. Notices to the District shall be addressed to the District's Authorized Representative as follows:

Dr. Bobby Azam  
Superintendent  
Andrews Independent School District  
405 NW 3<sup>rd</sup> St  
Andrews, TX 79714  
Phone: 432-523-3640  
Email: [bazam@andrews.esc18.net](mailto:bazam@andrews.esc18.net)

C. Notices to the Applicant shall be addressed to its Authorized Representative as follows:

Matt Riley  
Senior Vice President, Head of US Wind  
Engie North America  
3760 State St., Suite 200  
Santa Barbara, CA 93105  
Phone: (805) 569-6185  
Email: [casey.willis@engie.com](mailto:casey.willis@engie.com)

or at such other address or to such other facsimile transmission number and to the attention of such other person as a Party may designate by written notice to the other.

D. A copy of any notice delivered to the Applicant shall also be delivered to any lender for which the Applicant has provided the District notice of collateral assignment information pursuant to Section 10.3.C, below.

**Section 10.2. AMENDMENTS TO APPLICATION AND AGREEMENT; WAIVERS.**

A. This Agreement may not be modified or amended except by an instrument or instruments in writing signed by all of the Parties and after completing the requirements of Section 10.2.B. Waiver of any term, condition, or provision of this Agreement by any Party shall only be effective if in writing and shall not be construed as a waiver of any subsequent breach of, or failure to comply with, the same term, condition, or provision, or a waiver of any other term, condition, or provision of this Agreement.

B. By official action of the District's Board of Trustees, the Application and this Agreement may only be amended according to the following:

- i. The Applicant shall submit to the District and the Comptroller:
  - a. a written request to amend the Application and this Agreement, which shall specify the changes the Applicant requests;
  - b. any changes to the information that was provided in the Application that was approved by the District and considered by the Comptroller;
  - c. and any additional information requested by the District or the Comptroller necessary to evaluate the amendment or modification
- ii. The Comptroller shall review the request and any additional information for compliance with the Act and the Comptroller's Rules and provide a revised Comptroller certificate for a limitation within 90 days of receiving the revised Application and, if the request to amend the Application has not been approved by the Comptroller by the end of the 90-day period, the request is denied; and
- iii. If the Comptroller has not denied the request, the District's Board of Trustees shall approve or disapprove the request before the expiration of 150 days after the request is filed.

C. Any amendment of the Application and this Agreement adding additional or replacement Qualified Property pursuant to this Section 10.2 of this Agreement shall:

- i. require that all property added by amendment be eligible property as defined by Section 313.024 of the TEXAS TAX CODE;
- ii. clearly identify the property, investment, and employment information added by amendment from the property, investment, and employment information in the original Agreement;

and

D. The Application and this Agreement may not be amended to extend the value limitation time period beyond its ten-year statutory term.

E. The Comptroller determination made under Section 313.026(c)(2) of the TEXAS TAX CODE in the original certificate for a limitation satisfies the requirement of the Comptroller to make the same determination for any amendment of the Application and this Agreement, provided that the facts upon which the original determination was made have not changed.

**Section 10.3. ASSIGNMENT.**

A. Any assignment of any rights, benefits, obligations, or interests of the Parties in this Agreement, other than a collateral assignment purely for the benefit of creditors of the project, is considered an amendment to the Agreement and such Party may only assign such rights, benefits, obligations, or interests of this Agreement after complying with the provisions of Section 10.2 regarding amendments to the Agreement. Other than a collateral assignment to a creditor, this Agreement may only be assigned to an entity that is eligible to apply for and execute an agreement for limitation on appraised value pursuant to the provisions of Chapter 313 of the TEXAS TAX CODE and the Comptroller's Rules.

B. In the event of a merger or consolidation of the District with another school district or other governmental authority, this Agreement shall be binding on the successor school district or other governmental authority.

C. In the event of an assignment to a creditor, the Applicant must notify the District and the Comptroller in writing no later than 30 days after the assignment. This Agreement shall be binding on the assignee.

**Section 10.4. MERGER.** This Agreement contains all of the terms and conditions of the understanding of the Parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence, and preliminary understandings between the Parties and others relating hereto are superseded by this Agreement.

**Section 10.5. Governing Law.** This Agreement and the transactions contemplated hereby shall be governed by and interpreted in accordance with the laws of the State of Texas without giving effect to principles thereof relating to conflicts of law or rules that would direct the application of the laws of another jurisdiction. Venue in any legal proceeding shall be in a state district court in Andrews County.

**Section 10.6. AUTHORITY TO EXECUTE AGREEMENT.** Each of the Parties represents and warrants that its undersigned representative has been expressly authorized to execute this Agreement for and on behalf of such Party.

**Section 10.7. SEVERABILITY.** If any term, provision or condition of this Agreement, or any application thereof, is held invalid, illegal, or unenforceable in any respect under any Law (as

hereinafter defined), this Agreement shall be reformed to the extent necessary to conform, in each case consistent with the intention of the Parties, to such Law, and to the extent such term, provision, or condition cannot be so reformed, then such term, provision, or condition (or such invalid, illegal or unenforceable application thereof) shall be deemed deleted from (or prohibited under) this Agreement, as the case may be, and the validity, legality, and enforceability of the remaining terms, provisions, and conditions contained herein (and any other application such term, provision, or condition) shall not in any way be affected or impaired thereby. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement in an acceptable manner so as to effect the original intent of the Parties as closely as possible so that the transactions contemplated hereby are fulfilled to the extent possible. As used in this Section 10.7, the term “Law” shall mean any applicable statute, law (including common law), ordinance, regulation, rule, ruling, order, writ, injunction, decree, or other official act of or by any federal, state or local government, governmental department, commission, board, bureau, agency, regulatory authority, instrumentality, or judicial or administrative body having jurisdiction over the matter or matters in question.

**Section 10.8. PAYMENT OF EXPENSES.** Except as otherwise expressly provided in this Agreement, or as covered by the application fee, each of the Parties shall pay its own costs and expenses relating to this Agreement, including, but not limited to, its costs and expenses of the negotiations leading up to this Agreement, and of its performance and compliance with this Agreement.

**Section 10.9. INTERPRETATION.**

A. When a reference is made in this Agreement to a Section, Article, or Exhibit, such reference shall be to a Section or Article of, or Exhibit to, this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

B. The words “include,” “includes,” and “including” when used in this Agreement shall be deemed in such case to be followed by the phrase, “but not limited to”. Words used in this Agreement, regardless of the number or gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context shall require.

C. The provisions of the Act and the Comptroller’s Rules are incorporated by reference as if fully set forth in this Agreement. In the event of a conflict, the conflict will be resolved by reference to the following order of precedence:

- i. The Act;
- ii. The Comptroller’s Rules as they exist at the time the Agreement is executed, except as allowed in the definition of Qualified Property in Section 1.1; and
- iii. This Agreement and its Attachments including the Application as incorporated by reference.

**Section 10.10. EXECUTION OF COUNTERPARTS.** This Agreement may be executed in multiple

counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute but one and the same instrument, which may be sufficiently evidenced by one counterpart.

**Section 10.11. PUBLICATION OF DOCUMENTS.** The Parties acknowledge that the District is required to publish the Application and its required schedules, or any amendment thereto; all economic analyses of the proposed project submitted to the District; and the approved and executed copy of this Agreement or any amendment thereto, as follows:

A. Within seven (7) days of receipt of such document, the District shall submit a copy to the Comptroller for publication on the Comptroller's Internet website;

B. The District shall provide on its website a link to the location of those documents posted on the Comptroller's website;

C. This Section does not require the publication of information that is confidential under Section 313.028 of the TEXAS TAX CODE.

**Section 10.12. CONTROL; OWNERSHIP; LEGAL PROCEEDINGS.** The Applicant shall immediately notify the District in writing of any actual or anticipated change in the control or ownership of the Applicant and of any legal or administrative investigations or proceedings initiated against the Applicant related to the project regardless of the jurisdiction from which such proceedings originate.

**Section 10.13. DUTY TO DISCLOSE.** If circumstances change or additional information is obtained regarding any of the representations and warranties made by the Applicant in the Application or this Agreement, or any other disclosure requirements, subsequent to the date of this Agreement, the Applicant's duty to disclose continues throughout the term of this Agreement.

**Section 10.14. CONFLICTS OF INTEREST.**

A. The District represents that, after diligent inquiry, each local public official or local government officer, as those terms are defined in Chapters 171 and 176 of the TEXAS LOCAL GOVERNMENT CODE, has disclosed any conflicts of interest in obtaining or performing this Agreement and related activities, appropriately recused from any decisions relating to this Agreement when a disclosure has been made, and the performance of this Agreement will not create any appearance of impropriety. The District represents that it, the District's local public officials or local government officer, as those terms are defined in Chapters 171 and 176 of the TEXAS LOCAL GOVERNMENT CODE, have not given, nor intend to give, at any time hereafter, any future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant, employee, or representative of the other Party or the State of Texas in connection with this Agreement.

B. The Applicant represents that, after diligent inquiry, each of its agents, as defined in Chapter 176 of the TEXAS LOCAL GOVERNMENT CODE, involved in the representation of the Applicant with the District has complied with the provisions of Chapter 176 of the TEXAS LOCAL GOVERNMENT CODE. The Applicant represents that it and its agents, as defined in Chapter 176

of the TEXAS LOCAL GOVERNMENT CODE, have not given, nor intend to give, at any time hereafter, any future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant, employee, or representative of the other Party or the State of Texas in connection with this Agreement.

C. The District and the Applicant each separately agree to notify the other Party and the Comptroller immediately upon learning of any conflicts of interest.

**Section 10.15. PROVISIONS SURVIVING EXPIRATION OR TERMINATION.** Notwithstanding the expiration or termination (by agreement, breach, or operation of time) of this Agreement, the provisions of this Agreement regarding payments (including liquidated damages and tax payments), reports, records, and dispute resolution of the Agreement shall survive the termination or expiration dates of this Agreement until the following occurs:

- A. all payments, including liquidated damage and tax payments, have been made;
- B. all reports have been submitted;
- C. all records have been maintained in accordance with Section 8.6.A; and
- D. all disputes in controversy have been resolved.

**Section 10.16. FACSIMILE OR ELECTRONIC DELIVERY.**

A. This Agreement may be duly executed and delivered in person, by mail, or by facsimile or other electronic format (including portable document format (pdf) transmitted by e-mail). The executing Party must promptly deliver a complete, executed original or counterpart of this Agreement to the other executing Parties. This Agreement shall be binding on and enforceable against the executing Party whether or not it delivers such original or counterpart.

B. Delivery is deemed complete as follows:

- i. When delivered if delivered personally or sent by express courier service;
- ii. Three (3) business days after the date of mailing if sent by registered or certified U.S. mail, postage prepaid, with return receipt requested;
- iii. When transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine; or
- iv. When the recipient, by an e-mail sent to the e-mail address for the executing Parties acknowledges having received that e-mail (an automatic “read receipt” does not constitute acknowledgment of an e-mail for delivery purposes).

**IN WITNESS WHEREOF**, this Agreement has been executed by the Parties in multiple originals on this 6<sup>th</sup> day of April, 2019.

**JUMBO HILL WIND PROJECT, LLC  
DISTRICT**

**ANDREWS INDEPENDENT SCHOOL**

By: MS L  
~~CHIEF DEVELOPMENT OFFICER~~  
Vice President

By: Kari Walindor  
PRESIDENT, BOARD OF TRUSTEES

**ATTEST:**

C. Tochterman  
SECRETARY, BOARD OF TRUSTEES

## **EXHIBIT 1**

### **DESCRIPTION AND LOCATION OF ENTERPRISE OR REINVESTMENT ZONE**

#### Legal Description of Property

At the time of the Application Approval Date, pursuant to Chapter 312 of the Texas Tax Code, the Andrews County Commissioner's Court had created the reinvestment zone described on this **EXHIBIT 1**. A map of this Reinvestment Zone is attached as the last page of this **EXHIBIT 1** following the legal description of the zone. All of the Applicant's Qualified Property and Applicant's Qualified Investment that is subject to this Agreement will be located within the boundaries of the this reinvestment zone and the boundaries of the District.

THE FOLLOWING REAL PROPERTY LOCATED IN ANDREWS COUNTY, TX:

***IN THE COMMISSIONERS COURT  
OF  
ANDREWS COUNTY, TEXAS***

**ORDER CREATING ANDREWS COUNTY  
REINVESTMENT ZONE No. 6-Jumbo Hill**

WHEREAS, on the 11<sup>th</sup> day of March, 2019, came on for consideration the Designation of a Reinvestment Zone pursuant to Chapter 312 of the Texas Tax Code, and

WHEREAS, attached to this Order are the following descriptive documents:

A description of the project, and the property to be contained within the Andrews County Reinvestment Zone No. 6-Jumbo Hill, said description being incorporated herein by reference as Exhibits A.

The Application, Property Description and Map of the Reinvestment Zone Created by this Order attached to this Order as Exhibit A are intended to more fully and accurately describe the geographic region included within the Reinvestment Zone to be known as Andrews County Reinvestment Zone No. 6-Jumbo Hill.

WHEREAS, prior to the creation of the Andrews County Reinvestment Zone No. 6-Jumbo Hill, the Commissioners court made a determination that the application filed by Jumbo Hill Wind Project, LLC, meets the applicable guidelines and criteria adopted by the Commissioners Court, and that a tax abatement agreement between the County and Jumbo Hill Wind Project, LLC, would be in compliance with the established guidelines and criteria for tax abatement, and

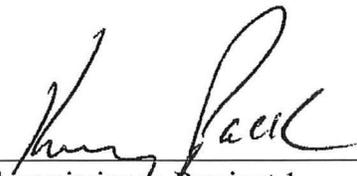
WHEREAS, the Commissioners Court did conduct a public hearing, after due notice, as required by law, prior to the creation of a reinvestment zone, as required by Chapter 312 of the Texas Tax Code. After receiving public comment, the Commissioners Court hereby determines that the designation of an area as a reinvestment zone would contribute to the retention or

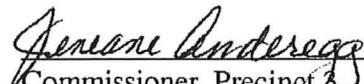
expansion of primary employment in Andrews County, Texas, and would contribute to the economic development of the County,

THEREFORE, PREMISES CONSIDERED, the Commissioners Court of Andrews County, Texas does hereby create the Andrews County Reinvestment Zone No. 6-Jumbo Hill, as described more fully in the attachments to this Order, which are incorporated herein by reference and are to be filed in the minutes of the Commissioners Court with this Order.

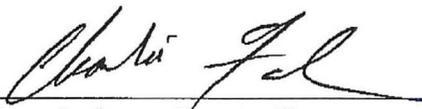
It is further ORDERED by the Commissioners Court that the County Judge is hereby authorized to execute, on behalf of Andrews County, Texas, such documents as may be necessary to facilitate and implement this Order.

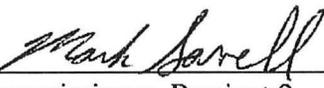
Dated: Adopted on March 11, 2018.

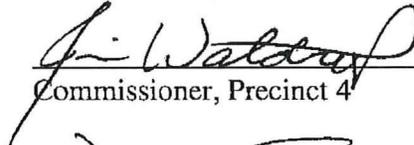
  
\_\_\_\_\_  
Commissioner, Precinct 1

  
\_\_\_\_\_  
Commissioner, Precinct 3

Attest:

  
\_\_\_\_\_  
County Judge, Andrews County, Texas

  
\_\_\_\_\_  
Commissioner, Precinct 2

  
\_\_\_\_\_  
Commissioner, Precinct 4

  
\_\_\_\_\_  
County Clerk, Andrews County, Texas

### EXHIBIT 3 - LEGAL DESCRIPTION

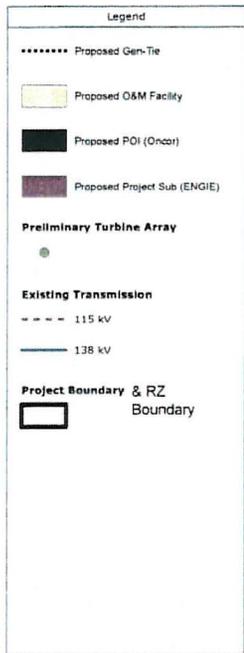
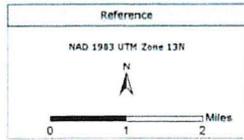
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Section	21 BLK	A29	Andrews County
Section	9 BLK	A30	Andrews County
Section	10 BLK	A30	Andrews County
Section	11 BLK	A30	Andrews County
Section	13 BLK	A30	Andrews County
Section	14 BLK	A30	Andrews County
Section	15 BLK	A30	Andrews County
Section	16 BLK	A30	Andrews County
Section	15 BLK	A31	Andrews County
Section	25 BLK	A31	Andrews County
Section	10 BLK	A39	Andrews County
Section	1 BLK	A38	Andrews County
Section	2 BLK	A38	Andrews County
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Section	5 BLK	A37	Andrews County
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Section	25 BLK	A37	Andrews County
Section	5 BLK	A48	Andrews County
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Section	13 BLK	A49	Andrews County

### EXHIBIT 3 - LEGAL DESCRIPTION

Section	14 BLK	A49	Andrews County
Section	19 BLK	A49	Andrews County
Section	20 BLK	A49	Andrews County
Section	21 BLK	A49	Andrews County
Section	22 BLK	A49	Andrews County
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Section	11 BLK	A50	Andrews County

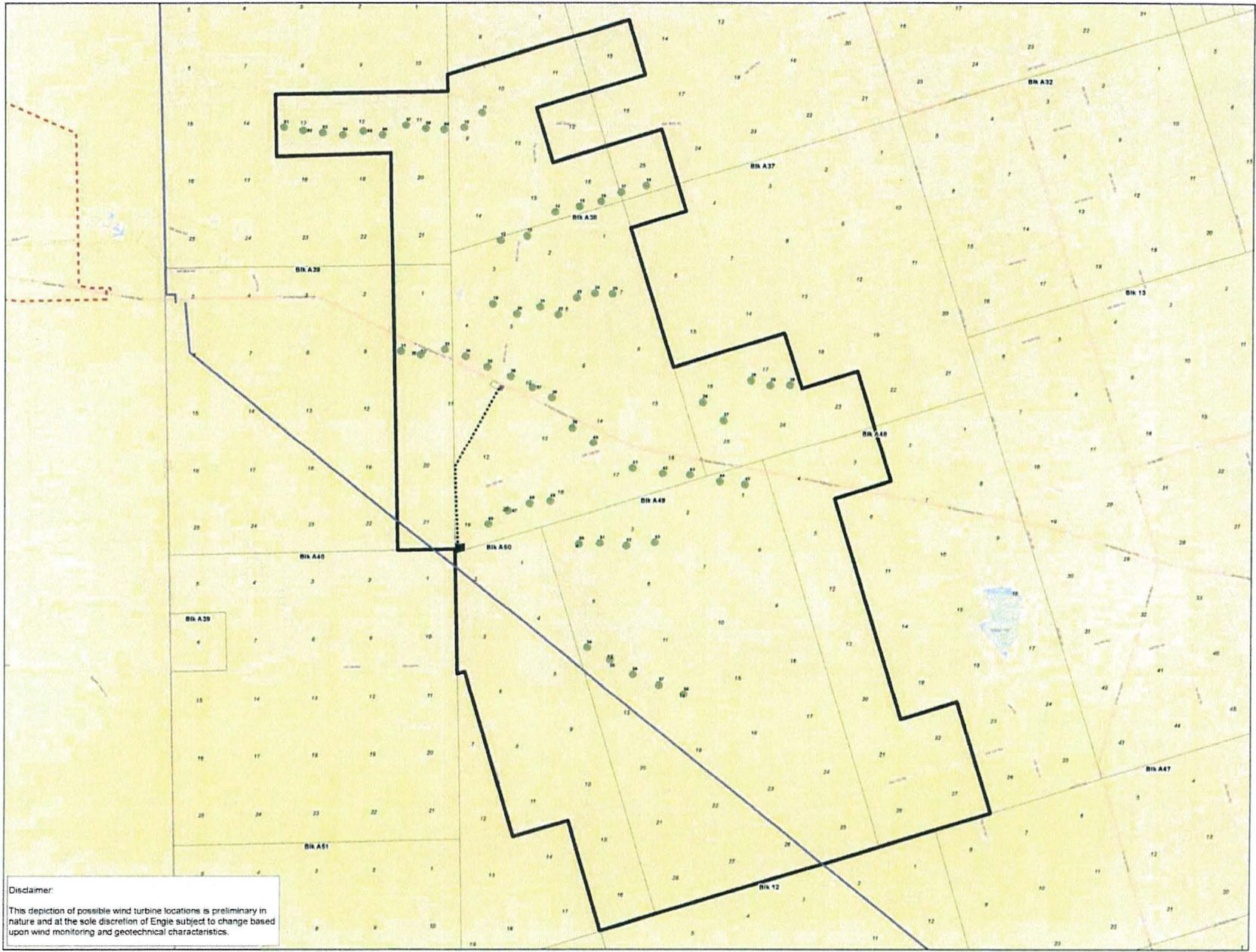


# EXHIBIT 2 - MAP OF PROPOSED IMPROVEMENTS



**Jumbo Hill Wind Project**

08/10/2016



**EXHIBIT 2**

**DESCRIPTION AND LOCATION OF LAND**

The Land on which the Qualified Property shall be located and on which the Qualified Investment shall be made is described by the map attached to **Exhibit 1**.

### EXHIBIT 3

#### APPLICANT'S QUALIFIED INVESTMENT

Applicant's Qualified Investment that is subject to this Agreement shall be all tangible personal property first placed in service after December 17, 2018, owned by the Applicant, as more fully described in Tab 7 of the Application and **EXHIBIT 4** below, and located within the project area located within Andrews ISD and the reinvestment zone depicted on the map attached to **EXHIBIT 1**.

Jumbo Hill Wind Project, LLC plans to construct a 160 MW wind farm in Andrews County.

This application covers all qualified property within Andrews ISD necessary for the commercial operations of the proposed wind farm described in Tab 4. One hundred and sixty megawatts (160 MW) will be located in Andrews ISD. Turbine placement is subject to change but for purposes of this application, the Project anticipates using 63 of the 2.52 MW turbines manufactured by GE. This application covers all qualified investment and qualified property necessary for the commercial operations of the wind farm.

Qualified Investment and qualified property includes, but is not limited to, turbines, towers, foundations, transformers, pad mounts, an O&M building, underground collection systems, electric substation, transmission lines, electrical interconnections, 2 met towers (no permanent met towers are currently in place), roads, and control systems necessary for commercial generation of electricity (The power generated from the project will be injected onto an Oncor line that crosses through the project. There are a number of different options to sell power from contracts to commercial and industrial buyers, traditional utility PPAs and hedge products to sell on the open market).

## EXHIBIT 4

### DESCRIPTION AND LOCATION OF QUALIFIED PROPERTY

This Agreement covers all qualified property within the project area located within Andrews ISD and the reinvestment zone depicted on the map attached to this **EXHIBIT 4** necessary for the commercial operations of a total of 160 MW wind farm in Andrews County.

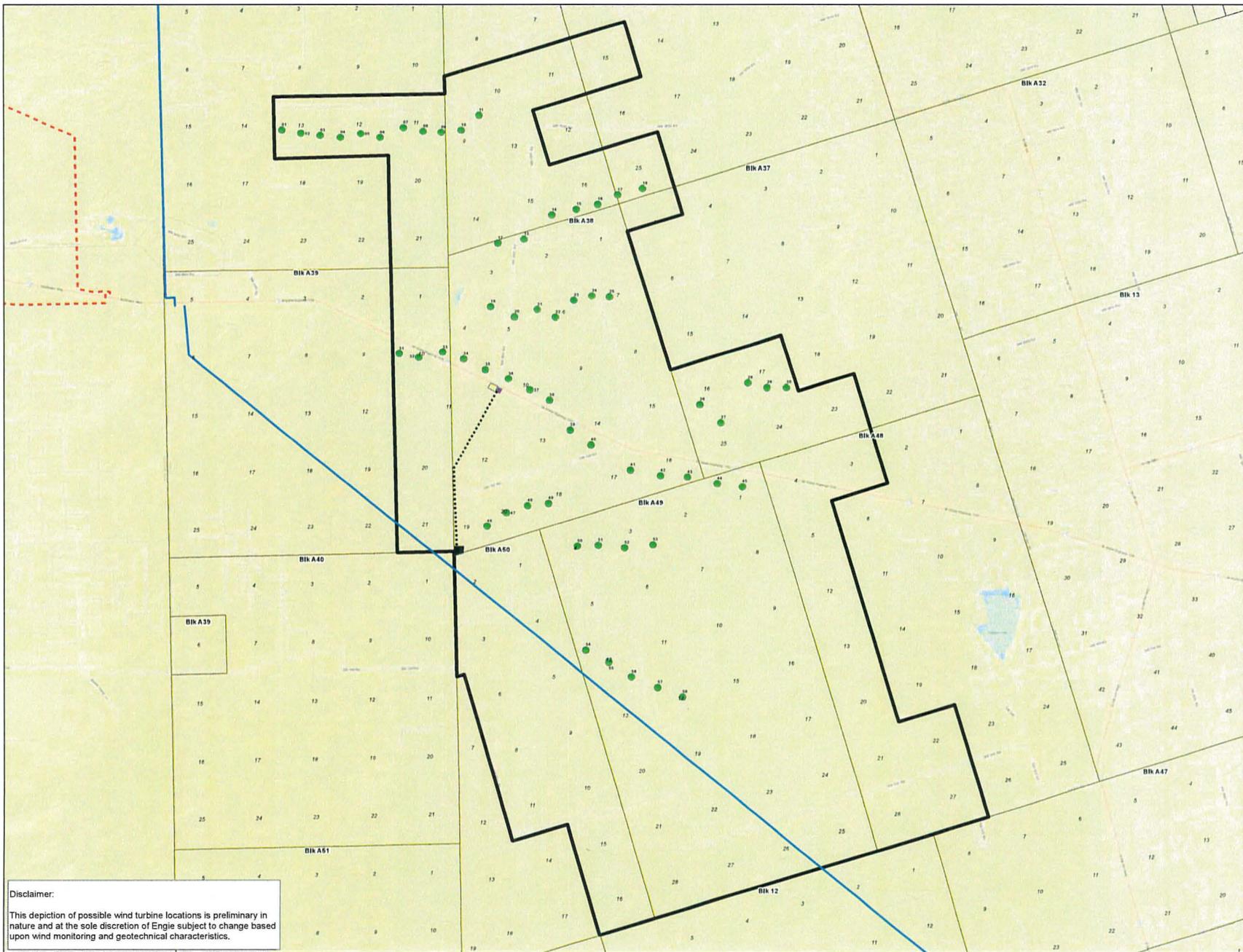
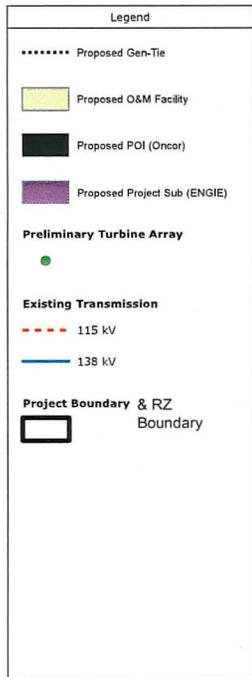
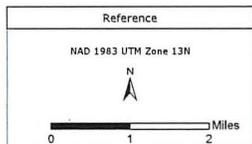
Jumbo Hill Wind Project, LLC plans to construct a 160 MW wind farm in Andrews County.

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Tab 10) Map of Qualified Investment and Qualified Property



Disclaimer:  
This depiction of possible wind turbine locations is preliminary in nature and at the sole discretion of Engie subject to change based upon wind monitoring and geotechnical characteristics.

# Attachment H

## Consultant Verification Letter



LYNN M. MOAK, PARTNER

DANIEL T. CASEY, PARTNER

April 9, 2019

President and Members  
Board of Trustees  
Andrews Independent School District  
405 NW 3rd Street  
Andrews, Texas 79714

*Re: Recommendations and Findings of the firm Concerning Application of Jumbo Hill Wind Project, LLC (#1301) for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes*

Dear President and Members of the Board of Trustees:

Please accept this letter as formal notification of the completion of due diligence research on behalf of the Andrews Independent School District, with respect to the pending Application of Jumbo Hill Wind Project, LLC for a Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes. Since our engagement on behalf of the District, we have been actively engaged in reviewing the pending Application and verifying its contents. Based upon our review, we have drawn the following conclusions:

1. All statements of current fact contained in the Application are true and correct.
2. The project proposed in the Application meets all applicable eligibility criteria of Chapter 313 of the Texas Tax Code.
3. The Applicant has the current means and ability to complete the proposed project.
4. All applicable school finance implications arising from the contemplated Agreement have been explored.
5. The proposed Agreement contains adequate revenue protection provisions to protect the interests of the District over the course of the Agreement.

Because of the foregoing, it is our recommendation that the Board of Trustees approve the Application of Jumbo Hill Wind Project, LLC for a Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes.

Sincerely,

A handwritten signature in blue ink that reads "Daniel T. Casey".

Daniel T. Casey

[www.moakcasey.com](http://www.moakcasey.com)

Phone 512-485-7878

901 S. Mopac Expressway ★ Bldg. III ★ Suite 310 ★ Austin, TX 78746

Fax 512-485-7888

# O'HANLON, DEMERATH & CASTILLO

ATTORNEYS & COUNSELORS AT LAW

808 WEST AVE

AUSTIN, TEXAS 78701

TELEPHONE: (512) 494-9949

FACSIMILE: (512) 494-9919

**KEVIN O'HANLON**  
CERTIFIED, CIVIL APPELLATE  
CERTIFIED, CIVIL TRIAL

**JUSTIN DEMERATH**

**BENJAMIN CASTILLO**

April 9, 2019

President and Members  
Board of Trustees  
Andrews Independent School District  
405 NW 3rd Street  
Andrews, Texas 79714

*Re: Recommendations and Findings of the Firm Concerning Application of Jumbo Hill  
Wind Project, LLC for Limitation on Appraised Value of Property for School  
District Maintenance and Operations Taxes*

Dear President and Members of the Board of Trustees:

Please accept this letter as formal notification of the completion of due diligence research on behalf of the Andrews Independent School District, with respect to the pending Application of Jumbo Hill Wind Project, LLC for a Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes. Since our engagement on behalf of the District, we have been actively engaged in reviewing the pending Application and verifying its contents. We have also negotiated an Agreement between the District and Jumbo Hill Wind Project, LLC. Based upon our review we have drawn the following conclusions:

1. All statements of current fact contained in the Application are true and correct.
2. The project proposed in the Application meets all applicable eligibility criteria of Chapter 313 of the Texas Tax Code.
3. The Applicant has the current means and ability to complete the proposed project.
4. All applicable school finance implications arising from the contemplated Agreement have been explored.

5. The proposed Agreement contains adequate legal provisions so as to protect the interests of the District.

As a result of the foregoing conclusions it is our recommendation that the Board of Trustees approve the Application of Jumbo Hill Wind Project, LLC for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kevin O'Hanlon', written in a cursive style.

Kevin O'Hanlon  
For the Firm

Attachment I

Agreement Review Letter



**GLENN HEGAR** TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

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P.O.Box 13528 • Austin, TX 78711-3528

April 8, 2019

Dr. Bobby Azam  
Superintendent  
Andrews Independent School District  
1610 South 6th Street  
Andrews, Texas 79714

Re: Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations taxes by and between Andrews Independent School District and Jumbo Hill Wind Project, LLC, Application 1301

Dear Superintendent Azam:

This office has been provided with the Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations taxes by and between Andrews Independent School District and Jumbo Hill Wind Project, LLC (Agreement). As requested, the Agreement has been reviewed pursuant to 34 TAC 9.1055(e)(1).

Based on our review, this office concludes that the Agreement complies with the provisions of Tax Code, Chapter 313 and 34 TAC Chapter 9, Subchapter F.

Should you have any questions, please contact Michelle Luera with our office. She can be reached by email at [michelle.luera@cpa.texas.gov](mailto:michelle.luera@cpa.texas.gov) or by phone at 1-800-531-5441, ext. 3-6053, or at 512-463-6053.

Sincerely,

A handwritten signature in black ink that reads "Will Counihan".

Will Counihan  
Director  
Data Analysis & Transparency Division

cc: Dan Casey, Moak, Casey & Associates LLP  
Matt Riley, Engie North America  
Wes Jackson, Cummings Westlake LLC

Attachment J

Conflict Of Interest Disclosure

### **Conflicts of Interest Disclosure Procedure**

In its recent audits of Chapter 313 Agreements, The Texas State Auditor's Office has required documentation of inquiries concerning Board Member conflicts of interest at critical junctions in the Chapter 313 approval process. A local public official or a person related to a local public official in the first degree by either affinity or consanguinity has a substantial interest in a business entity or in real property, the local public official, before a vote or decision on any matter involving the business entity or the real property, is required to file an affidavit with an official Board record keeper stating the nature and extent of the interest and shall abstain from further participation in the matter if:

1. In the case of a substantial interest in a business entity, the action on the matter will have a special economic effect on the business entity that is distinguishable from the effect on the public; or
2. In the case of a substantial interest in real property, it is reasonably foreseeable that an action on the matter will have a special economic effect on the value of the property, distinguishable from its effect on the public.
3. A person has a substantial interest in a business entity if:  
The person owns at least:
  - a. Ten percent of the voting stock or shares of the business entity, or
  - b. Either ten percent or \$15,000 of the fair market value of the business entity; or
  - c. Funds received by the person from the business entity exceed ten percent of the person's gross income for the previous year.
4. In the case of a substantial interest in real property, it is reasonably foreseeable that an action on the matter will have a special economic effect on the value of the property, distinguishable from its effect on the public.

The Board may contract with a business entity in which a Trustee has a substantial interest if the Trustee follows the disclosure and abstention procedure set out above.

Does any Board Member have a conflict of interest as defined above?

If so, has the required Affidavit, set forth at District Policy BBFA (Exhibit) been filed?

Please have the answers to the foregoing 2 questions and a copy of this Procedure included in the minutes of this meeting.