

**FINDINGS OF THE SANTA ROSA  
INDEPENDENT SCHOOL DISTRICT BOARD  
OF TRUSTEES  
UNDER THE  
TEXAS ECONOMIC DEVELOPMENT ACT  
ON THE  
APPLICATION SUBMITTED  
BY  
MONTE ALTO WINDPOWER, LLC (#1380)**



September 30, 2019

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SANTA ROSA INDEPENDENT SCHOOL DISTRICT  
BOARD OF TRUSTEES  
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**SEPTEMBER 30, 2019**

FINDINGS OF THE SANTA ROSA INDEPENDENT  
SCHOOL DISTRICT BOARD OF TRUSTEES UNDER THE  
TEXAS ECONOMIC DEVELOPMENT ACT  
ON THE APPLICATION SUBMITTED BY MONTE ALTO  
WINDPOWER, LLC (#1380)

STATE OF TEXAS §

COUNTY OF CAMERON §

On September 30, 2019, a public meeting of the Board of Trustees of the Santa Rosa 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 Monte Alto Windpower, 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 April 23, 2019, 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 July 11, 2019. A copy of the Application is attached as **Attachment A**.

The Applicant, (Texas Taxpayer Id. 32063809241), 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 Cameron Appraisal District for review pursuant to 34 Tex. Admin. Code § 9.1054.

The Application was reviewed by the Comptroller pursuant to Texas Tax Code §313.026, and a Comptroller Certificate was issued on September 6, 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:

Monte Alto Windpower, LLC is requesting an appraised value limitation from Santa Rosa Independent School District to construct an electric generating wind farm project in Cameron County, Texas. The portion of the project that will be located in Santa Rosa Independent School District will include: 22 wind turbines with a nameplate capacity of 2.2 MW; 22 wind turbine foundations; associated structures and infrastructure; and an electric substation.

Property used for renewable electric energy 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, the Applicant has committed to creating two (2) new qualifying jobs. The average salary level of qualifying jobs must be at least \$40,867 per year. The review of the application by the Comptroller's Office indicated that this amount—based on Texas Workforce Commission data—complies with current Tex. Tax Code §313.021(5)(B) 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 any non-qualifying jobs the Applicant should create, the Applicant will be required to pay at least the county average wage of \$33,567 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, Inc. projects that the project would initially add \$54.24 million to the tax base that would be available for debt service purposes at the peak investment level for the 2022-23 school year. While an expansion of the I&S tax base creates the potential of a benefit for the District and its taxpayers in meeting its debt-service obligations for school district bonds, the interaction between the increase I&S taxable value needs to be evaluated in terms of its interaction with the existing state facilities programs—the Instructional Facilities Allotment and the Existing Debt Allotment programs. The increased local I&S taxes resulting from the addition of the wind project may offset some state aid under one or both state facilities programs, based on District eligibility for this support.

**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 CCGB (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 CCGB (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 Fifteen 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 2018 Final Findings made under Subchapter M, Chapter 403, Government Code for the preceding tax year (**Attachment E**). The total industrial value for the District is \$235,573. 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 location in a strategic investment area. Given that

the value of industrial property is \$100,000 or more but less than \$1 million, it is classified as a Category IV district which can offer a minimum value limitation of \$15 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. 32063809241) is eligible for the limitation on appraised value of qualified property as an active franchise-tax paying entity.**

The Applicant, (Texas Taxpayer No. 32063809241), 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 original finance report prepared by Moak, Casey & Associates, Inc. shows that the District will incur a revenue loss in the initial year that the value limitation is in effect without the proposed Agreement under current law. 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/262>, 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 Website be established to the Comptroller's Office Website where appraisal-limitation-related documents are made available to the public.**

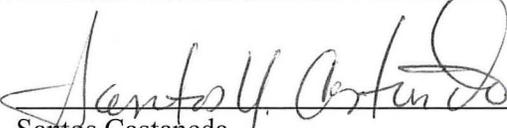
**Board Finding Number 20.**

**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 30<sup>th</sup> day of September 2019.

SANTA ROSA INDEPENDENT SCHOOL DISTRICT

By:   
Santos Castaneda  
President, Board of Trustees

ATTEST:

By:   
Danny Theys  
Secretary, Board of Trustees

Attachment A

Application

# O'HANLON, DEMERATH & CASTILLO

ATTORNEYS AND COUNSELORS AT LAW

808 WEST AVENUE  
AUSTIN, TEXAS 78701  
TELEPHONE: (512) 494-9949  
FACSIMILE: (512) 494-9919

May 24, 2019

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

RE: Application to the Santa Rosa Independent School District from Monte Alto Windpower, 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 Santa Rosa Independent School District is notifying Monte Alto Windpower, LLC, of its intent to consider the application for appraised value limitation on qualified property should a positive certificate be issued by the Comptroller. The Applicant submitted the Application to the school district on April 23, 2019. The Board voted to accept the application on April 23, 2019. The application has been determined complete as of May 24, 2019. The Applicant has provided the schedules in both electronic format and paper copies. The electronic copy is identical to the hard copy that will be hand delivered.

The Applicant has requested that a portion of Tab 11, specifically the detailed layout of the planned wind farm, be kept confidential until such time the Board votes to approve the application. In accordance with 34 TAC 9.1053, the information that is the subject of this request is segregated from the materials submitted contemporaneously with this application, that is, the proprietary commercial information regarding the competitive siting decisions for the possible project and proprietary information regarding the proposed layout of the project. The confidential materials are being submitted separately to protect against unintended disclosure. The maps depicting the planned location of the project display proprietary commercial information regarding the specific location of the possible project and the nature of the business that will be conducted at the site. The materials are protected by the trade secret exception set forth in Texas Government Code §552.110.

A copy of the application will be submitted to the Cameron County Appraisal

District. Sincerely,



Kevin O'Hanlon  
School District Consultant

Cc: Cameron County Appraisal District  
Monte Alto Windpower, LLC

Application for Appraised Value Limitation  
On Qualified Property

Submitted to:

Santa Rosa Independent School District



By:

Terra-Gen, LLC



Monte Alto Windpower, LLC

April 23, 2019

**Attachment 1**

Please see executed application attached.

# 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

April 23, 2019

Date Application Received by District

Dr. Angela

First Name

Gonzalez

Last Name

Superintendent

Title

Santa Rosa Independent School District

School District Name

102 Jesus R. Cruz

Street Address

Mailing Address

Santa Rosa

City

(956)636-9800

Phone Number

TX

State

(956)636-1439

Fax Number

78593

ZIP

angela.gonzalez@srtx.org

Email Address

Mobile Number (optional)

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)**

<u>Daniel</u> First Name	<u>Casey</u> Last Name
<u>Partner</u> Title	
<u>Moak, Casey &amp; Associates</u> Firm Name	
<u>512-485-7878</u> Phone Number	<u>512-485-7888</u> Fax Number
	<u>dcasey@moakcasey.com</u> Email Address
<u>Mobile Number (optional)</u>	
4. On what date did the district determine this application complete? .....	<u>May 24, 2019</u>
5. Has the district determined that the electronic copy and hard copy are identical? .....	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**SECTION 2: Applicant Information**

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

<u>Milton</u> First Name	<u>Howard</u> Last Name
<u>Vice President of Renewable Development</u> Title	<u>Terra-Gen, LLC</u> Organization
<u>11455 El Camino Real Suite 160</u> Street Address	
<u>Mailing Address</u>	
<u>San Diego</u> City	<u>CA</u> State
<u>(858)764-3754</u> Phone Number	<u>92130</u> ZIP
	<u>(858)767-3750</u> Fax Number
<u>Mobile Number (optional)</u>	<u>MHoward@terra-gen.com</u> 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.

<u>Damon</u> First Name	<u>Huplosky</u> Last Name
<u>Managing Director</u> Title	<u>Terra-Gen, LLC</u> Organization
<u>437 Madison Avenue</u> Street Address	
<u>Mailing Address</u>	
<u>New York</u> City	<u>NY</u> State
<u>(646)829-3915</u> Phone Number	<u>10022-7001</u> ZIP
	<u>Fax Number</u>
<u>Mobile Number (optional)</u>	<u>DHuplosky@terra-gen.com</u> 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)**

Robert	Pena, Jr.
First Name	Last Name
President	
Title	
Texas Energy Consultants	
Firm Name	
(956)386-9387	(877)431-4474
Phone Number	Fax Number
robjrpena@texas-kwh.com	
Business Email Address	

**SECTION 3: Fees and Payments**

- 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.
- 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
- 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**

- What is the legal name of the applicant under which this application is made? Monte Alto Windpower, LLC
- List the Texas Taxpayer I.D. number of entity subject to Tax Code, Chapter 171 (11 digits) 32063809241
- List the NAICS code 221115
- 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  
App. No. 1352, La Villa ISD, 2019

**SECTION 5: Applicant Business Structure**

- Identify Business Organization of Applicant (corporation, limited liability corporation, etc) Limited Liability Corporation
- 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.
- Is the applicant current on all tax payments due to the State of Texas?  Yes  No
- Are all applicant members of the combined group current on all tax payments due to the State of Texas?  Yes  No  N/A
- 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 ..... QTR 2 2019
- 2. Commencement of construction ..... QTR 1 2020
- 3. Beginning of qualifying time period ..... January 1, 2020
- 4. First year of limitation ..... January 1, 2022
- 5. Begin hiring new employees ..... QTR 3 2020
- 6. Commencement of commercial operations ..... QTR 4 2020
- 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.  
QTR 4 2020
- 8. When do you anticipate the new buildings or improvements will be placed in service? ..... QTR 4 2020

**SECTION 10: The Property**

- 1. Identify county or counties in which the proposed project will be located Cameron Counties
- 2. Identify Central Appraisal District (CAD) that will be responsible for appraising the property Cameron 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: Cameron, 0.416893, 30% City: \_\_\_\_\_  
(Name, tax rate and percent of project) (Name, tax rate and percent of project)  
 Hospital District: \_\_\_\_\_ Water District: \_\_\_\_\_  
(Name, tax rate and percent of project) (Name, tax rate and percent of project)  
 Other (describe): \_\_\_\_\_ Other (describe): \_\_\_\_\_  
(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? ..... 5,000,000.00
- 2. What is the amount of appraised value limitation for which you are applying? ..... 15,000,000.00  
 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? \_\_\_\_\_

**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 2019  
(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? ..... 2
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 ..... 645.50
  - b. 110% of the average weekly wage for manufacturing jobs in the county is ..... 1,116.23
  - c. 110% of the average weekly wage for manufacturing jobs in the region is ..... 785.91
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? ..... 40,867.32
10. What is the annual wage you are committing to pay for each of the new qualifying jobs you create on the qualified property? ..... 40,867.32
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**.

**Attachment 2**

***Proof of Payment of Application Fee***

Please find on the attached page, a copy of the check for the \$75,000 application fee to Santa Rosa 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)*

**Attachment 3**

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

Not Applicable.

## Attachment 4

### *Detailed description of the project.*

***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.***

Monte Alto Windpower, LLC, ("Monte Alto") is a special purpose entity formed to facilitate the development and commercialization of a utility-scale wind energy project. Terra-Gen, LLC, ("Terra-Gen") the exclusive developer of Monte Alto, is in the business of initiating, developing, producing and owning and operating electricity from renewable energy projects including wind, solar, and geothermal.

Terra-Gen currently has many projects in development across the United States and is evaluating other renewable energy project opportunities across the country.

Monte Alto Windpower, LLC was recently created for the purpose of interconnecting Monte Alto into the ERCOT market and there are no existing 312 or 313 agreements in place for this project. Monte Alto is requesting an appraised value limitation from Santa Rosa ISD for a proposed wind energy project using wind turbines and transmission located in Hidalgo and Cameron Counties. Monte Alto will NOT be requesting an appraised value of limitation for the portion of the project located within the La Feria ISD school district boundary. The wind farm and its associated infrastructure will be constructed within the jurisdiction of La Villa ISD, Mercedes ISD, Santa Rosa ISD, and La Feria ISD and located within Hidalgo & Cameron Counties, Texas. A map showing the location of the wind farm is included as Attachment 11a.

The wind farm will have an estimated capacity of 201 megawatts ("MW"). To construct the wind farm, Monte Alto expects: 88 wind turbines comprised of 82 wind turbines with a nameplate capacity of 2.2 Megawatts ("MW") and 6 wind turbines with a nameplate capacity of 3.45MW of which:

- 47 wind turbines being within the La Villa ISD boundaries,
- 15 wind turbines within the Mercedes ISD boundaries,
- 22 wind turbines within the Santa Rosa ISD boundaries, and
- 4 wind turbines within the La Feria ISD boundaries.

In addition to the wind turbine generating units, there will be the supporting electrical collection system and roads to be constructed and improved as necessary, as well as a collection substation to permit the interconnection and transmission of electricity generated by the wind turbines, and an operations and maintenance building constructed within the Project's boundary.

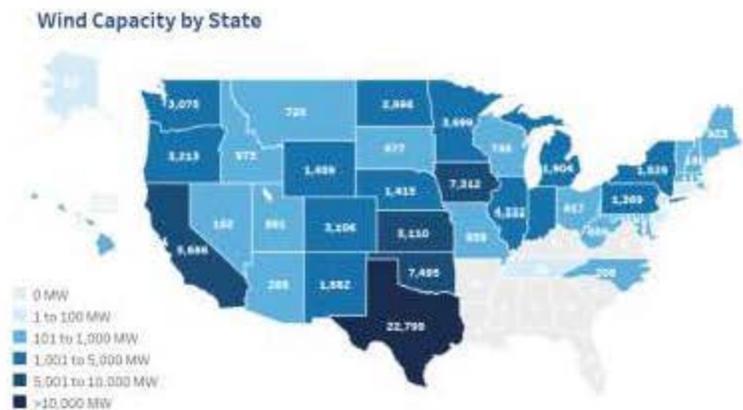
Construction of the wind farm is expected to take approximately 12 months to complete, contingent upon favorable economics for the project.

While the wind regime for Monte Alto is very good, there are many favorable locations for wind projects that could be developed across the United States. Monte Alto has modeled its economics with an expectation that having a Limitation of Appraised Value Agreements with La Villa ISD, Mercedes ISD, and Santa Rosa ISD as a key and invaluable portion of the project.

In today's competitive energy market, project investors and power purchasers require wind energy projects to have secured tax incentives, so that they can compete with wind projects across the U.S. and can locate projects in a wide variety of locations should Monte Alto be unable to develop a competitive project in Texas that is able to generate returns sufficient to attract investment capital.

Wind farms are operating and under development in many states throughout the country. According to the American Wind Energy Association ("AWEA") there are now over 54,000 turbines with a combined capacity of 89,379 MW operating in 41 states within the United States, Guam and Puerto Rico. During 2017, the U.S. wind industry grew 9% adding 7,017 MW of new wind power capacity. During the first quarter of 2018, the U.S. wind industry installed an additional 406 MW of wind power capacity.

A graphic provided by AWEA demonstrates the national geographic diversity of capacity throughout the United States for 2017.



Clearly locations for the development of wind projects are abundant and the Applicant can locate a project in a wide variety of locations across the United States, should it be unable to develop a competitive project in Texas that is able to generate returns sufficient enough to attract investment capital.

Terra-Gen, the developer of Monte Alto Windpower, LLC, is a national developer of wind projects, and has operations across the US and states within the contiguous United States. As construction is one of the most significant costs in creating wind farm, the physical improvements of the Monte Alto, once completed, cannot be feasibly moved to another location. The wind turbines and supporting infrastructure are long-lived assets engineered and designed specifically for this project location. The cost of installing the improvements on the site is substantial and the cost to remove, redesign, and relocate the improvements to a different location would be prohibitive.

Monte Alto Windpower, LLC was formed for the express purpose of developing a community sponsored wind farm that would help bring significant economic development to an area that is historically economically distressed. Terra-Gen identified Texas, and in particular Hidalgo & Cameron Counties, for its strong wind resource, access to available transmission capacity and the

ERCOT market, and favorable property tax incentives under the Tax Code for Chapter 312 abatement and Chapter 313 Appraised Value Limitation.

Terra-Gen prefers to develop and build the proposed Monte Alto Windpower Project as described throughout this Application but should it not be granted the limitation, then it is likely that Monte Alto Windpower would not be economically viable compared to other projects in development across the U.S.

As of April 2019, Monte Alto has no physical assets on site. Monte Alto has invested additional capital in an Interconnection Study with ERCOT, avian studies, environmental studies, federal aviation studies, and in leasing land for the project.

Should the Appraised Value Limitation be granted, Monte Alto has created a development and investment plan that is capitalized to implement the project. Without such a limitation the Project, competing against other Texas projects that have qualified, would likely be forced to redeploy its assets and capital to other states competing for similar wind projects.

## Attachment 5

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

*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.*

### **2. Has the applicant entered into any agreements, contracts or letters of intent related to the proposed project?**

Monte Alto Windpower, LLC was formed in 2017. In support of its creation, the participating members of Terra-Gen, executed documents necessary to form the entity including an Operating Agreement and a Development Agreement with Monte Alto Windpower, LLC.

Terra-Gen has entered into the following representative agreements and contracts for the development of a project within La Villa ISD, Mercedes ISD, Santa Rosa ISD, and La Feria ISD and intends to assign these assets to Monte Alto Windpower, LLC:

- Grants of leases and easements covering,
- Avian Study and contract,
- Bat Acoustic Study and contract,
- Threatened & Endangered Species Studies and contract,
- Enterprise Zone with Hidalgo County Commissioners Court
- Interconnection Application with ERCOT
- Federal Aviation Studies

### **7. Is the applicant evaluating other locations not in Texas for the proposed project?**

Yes. Terra-Gen management team is uniquely qualified to develop and construct wind and other renewable energy projects in the United States. In North America, Terra-Gen currently operates over 2,000 MW of renewable energy projects. Based on this experience the management team evaluates all potential projects for feasibility, finance-ability, and the economic returns they represent in comparison to other project opportunities both OUTSIDE the State of Texas as WITHIN the State of Texas. Other locations being evaluated include, but are not limited to:

California  
Oklahoma  
Louisiana  
Colorado  
Wyoming  
Nevada

For these reasons, Terra-Gen studies and evaluates various competing sites throughout the market areas across the U.S. where wind development is attractive. Without a Value Limitation program, Terra-Gen would seek to move to alternative sites outside of the State of Texas.

Monte Alto is currently in a period of assessment to determine whether the identified site within La Villa ISD, Mercedes ISD, Santa Rosa ISD, and La Feria ISD represents the best location or whether redeployment of its development resources and capital to other power markets in the United States is more advisable. As such, the development resources necessary to advance the Project for a planned 201 MW could be redeployed to other renewable energy development projects in other power markets in the United States.

Therefore, a 313 Limitation of Appraised Value Agreement is a vital tax incentive necessary to ensure the Project is economically competitive with other wind projects with similar incentives. Without the requested value limitation, the Monte Alto Project will be unable to generate sufficient operating margins and net income to produce economically competitive energy and associate returns necessary to attract tax and sponsor equity investment. Such third-party investment is mandatory to finance the projected capital costs of approximately \$228.388M needed to purchase wind turbines and other infrastructure, and to fund the construction of the facility.

**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?**

The information provided in this Attachment and throughout the Application has been assembled to provide the reviewer with the best possible information to make an assessment and determination of the critical nature of the Limitation on Appraised Value to the feasibility of the Project.

Attachment 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).*

**5a. If no, attach in Tab 6 additional information on the project scope and size to assist in the economic analysis.**

It is anticipated that 53% of the planned Qualified Property for the Project will be located within La Villa ISD boundaries, 17% located within the Mercedes ISD boundaries being within Hidalgo County, Texas. 25% will be located within the Santa Rosa ISD boundaries, and the remaining 5% located within La Feria ISD being within Cameron County, Texas. However, Monte Alto Windpower, LLC will NOT be applying for an appraised value limitation for the portion of the project located within La Feria ISD boundaries.

School District	County	Percentage of Project	Anticipated Number of Turbines
La Villa ISD	Hidalgo County, Texas	53%	47
Mercedes ISD	Hidalgo County, Texas	17%	15
Santa Rosa ISD	Cameron County, Texas	25%	22
La Feria ISD	Cameron County, Texas	5%	4

## Attachment 7

### *Description of Qualified Investment*

- 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(7) (Tab 7).***

The Applicant is requesting an appraised value limitation on all of the property constructed or placed upon the real property within Santa Rosa ISD, which is located in Cameron County, Texas.

The property for which the Applicant is requesting an appraised value limitation shall include, but is NOT limited to, the following: up to 22 wind turbines, with a nameplate capacity of 2.2 MW and a combined total generating capacity of approximately 33 MW; up to 22 steel reinforced concrete foundations supporting the weight of each turbine tower; up to 22 electric power transformers; underground conductor cables used to transport electricity from each turbine tower to an electrical substation; and a new electrical substation interconnected to the AEP Rio Hondo to North Edinburg, 345kV transmission line located in Cameron and Hidalgo Counties.

Additionally, the map provided does not represent the final location of the improvements; however, all of the improvements that make up the amount of Qualified Investment will be made within the Project Investment Area as shown on Map Exhibit on Attachment 11a.

- 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).***

Not Applicable. The proposed Operations and Maintenance building and electrical substation facility to be constructed will not be located within Santa Rosa ISD boundaries.

## Attachment 8

### *Description of Qualified Property*

Monte Alto Windpower, LLC plans to construct an estimated 48 MW wind farm within Santa Rosa ISD boundaries. Additional improvements of Qualified Property located within Santa Rosa ISD boundary include:

- 22 Wind Turbines with a nameplate capacity of 2.2 MW;
- 22 Wind Turbine Foundations;
- Several thousand feet of Transmission Collection System cable & Junction Boxes;
- Overhead Transmission and Interconnection infrastructure;
- Meteorological towers;
- All weather Road work sloped for drainage;
- Operations and maintenance building for storage of control systems necessary for commercial generation of electricity;
- Electric substation including power transformers, associated circuit breakers, switches, reactive power compensation equipment and control building & fencing of perimeter.

Monte Alto anticipates using 22 wind turbines with a nameplate capacity of 2.2 MW. Although final turbine selection and location of the infrastructure may change, all of equipment outlined above is expected to be located within Santa Rosa ISD boundaries. Current plans are to install turbines in one phase. Monte Alto has obtained grants of lease and easement covering approximately 4,315 acres within Santa Rosa ISD boundaries.

The exact placement of turbines is subject to ongoing planning, wind resource evaluation, engineering, land leasing, and turbine selection. The final number and location of turbines and supporting structures will be determined before construction begins. However, any changes in the number and location of turbines will not have a significant impact on the total investment. Monte Alto intends to connect to AEP Rio Hondo to North Edinburg, 345kV transmission line internal to the Project. All of the infrastructure will remain within the project boundary and within the Hidalgo and Cameron County Enterprise Zones. The map in Attachment 11b shows the proposed project area with the anticipated improvement locations.

**Attachment 9**

***Description of Land***

Not Applicable.

**Attachment 10**

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

Not Applicable.

**Attachment 11**

***Maps that clearly show:***

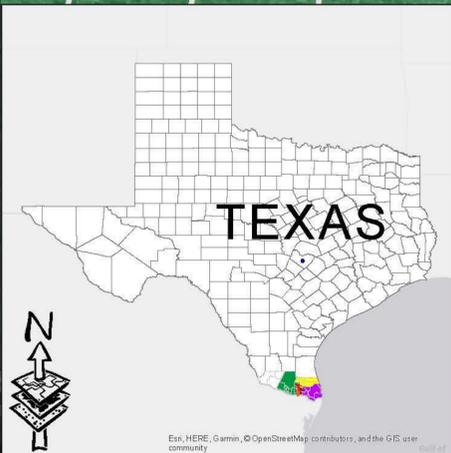
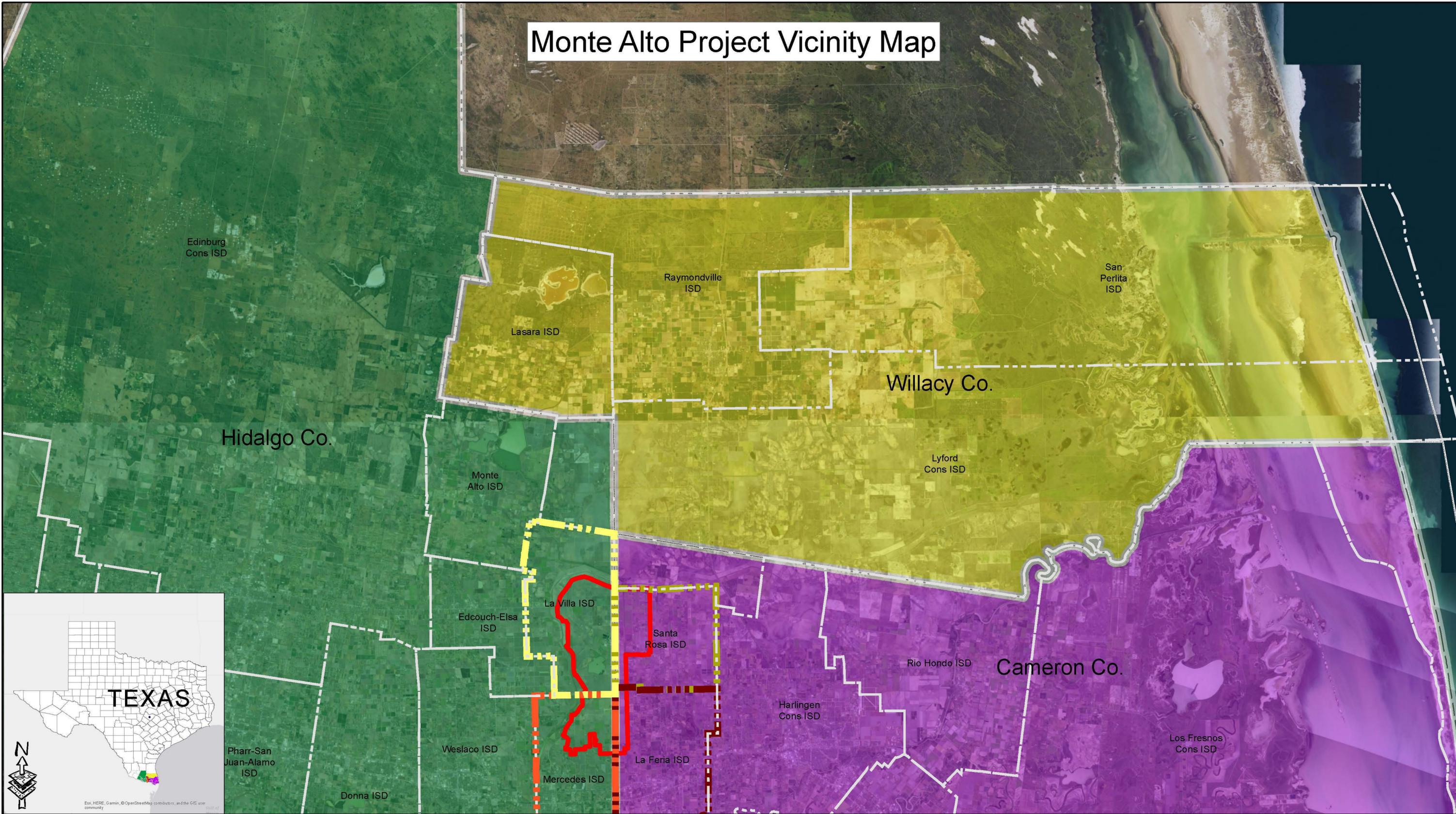
- a. Project vicinity***
- b. Qualified investment including location of tangible personal property to be placed in service during the qualifying time period and buildings to be constructed during the qualifying time period***
- c. Qualified property including location of new buildings or new improvements***
- 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***

**Attachment 11a**

***a. Project vicinity***

Please see attached map below.

# Monte Alto Project Vicinity Map



**Legend**

	PROJECT BNDRY		La Villa ISD		Santa Rosa ISD		Cameron		Willacy
	La Feria ISD		Mercedes ISD		Other School Districts		Hidalgo		COUNTY LINE

Terra-Gen, LLC  
**Monte Alto Project**  
 Phase 1 - 200MW

Project Location: Hidalgo County, Texas

Draft-Subject to change

Prepared by: MBJ Date: 8/30/2018





[www.terra-gen.com](http://www.terra-gen.com)

April 18, 2019

**Re: Confidentiality of Maps Submitted with Monte Alto Windpower, LLC Chapter 313 Appraised Value Limitation Application with Santa Rosa ISD**

To Whom It May Concern:

As an attachment to the Monte Alto Windpower, LLC Chapter 313 Appraised Value Limitation Application submitted to Santa Rosa ISD on April 23, 2019 ("Application"), we designated certain maps, the Qualified Investment and Qualified Property maps (Attachments 11b & 11c), attached thereto ("Maps") as "Confidential". We submit this letter to comply with the requirements by which both Santa Rosa ISD and the Comptroller's office can withhold confidential or proprietary information from public release while the Application is pending. This letter is submitted to identify the documents for which confidentiality is sought and provide the specific reasons, stating why the material is believed to be confidential.

The Maps reflect the proposed specific site plan and the location of tangible personal property to be located on real property covered by the Application- all of which continue to be refined. In addition, and at this time, disclosure of the Maps could be potentially valuable to our competitors and any disclosure could negatively impact the project. The Maps include commercially valuable geological or geophysical information regarding the exploration or development of natural resources and is protected from disclosure under section 552.113 of the Texas Government Code.

As required, the Maps were submitted as segregated in the application from other information in the application and specifically notated as "Confidential".

It is our intention to complete negotiations relating to both the location of the property and the tangible personal property during the time the Application is pending and understand that the Maps can only remain confidential and withheld from public release unless and until the governing body of the school district acts on the application.

To the extent you have any questions regarding this letter, please contact me for further clarification.

Sincerely,

*Milt Howard*

Milton Howard  
Vice President of Renewable Development  
Terra-Gen Development Company, LLC

**Attachment 11b**

- b. Qualified investment including 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***

CONFIDENTIAL- FOR SEPARATE FILING

**Attachment 11c**

- c. Qualified property including location of new buildings or new improvements***

CONFIDENTIAL- FOR SEPARATE FILING

**Attachment 11d**

***d. Existing property***

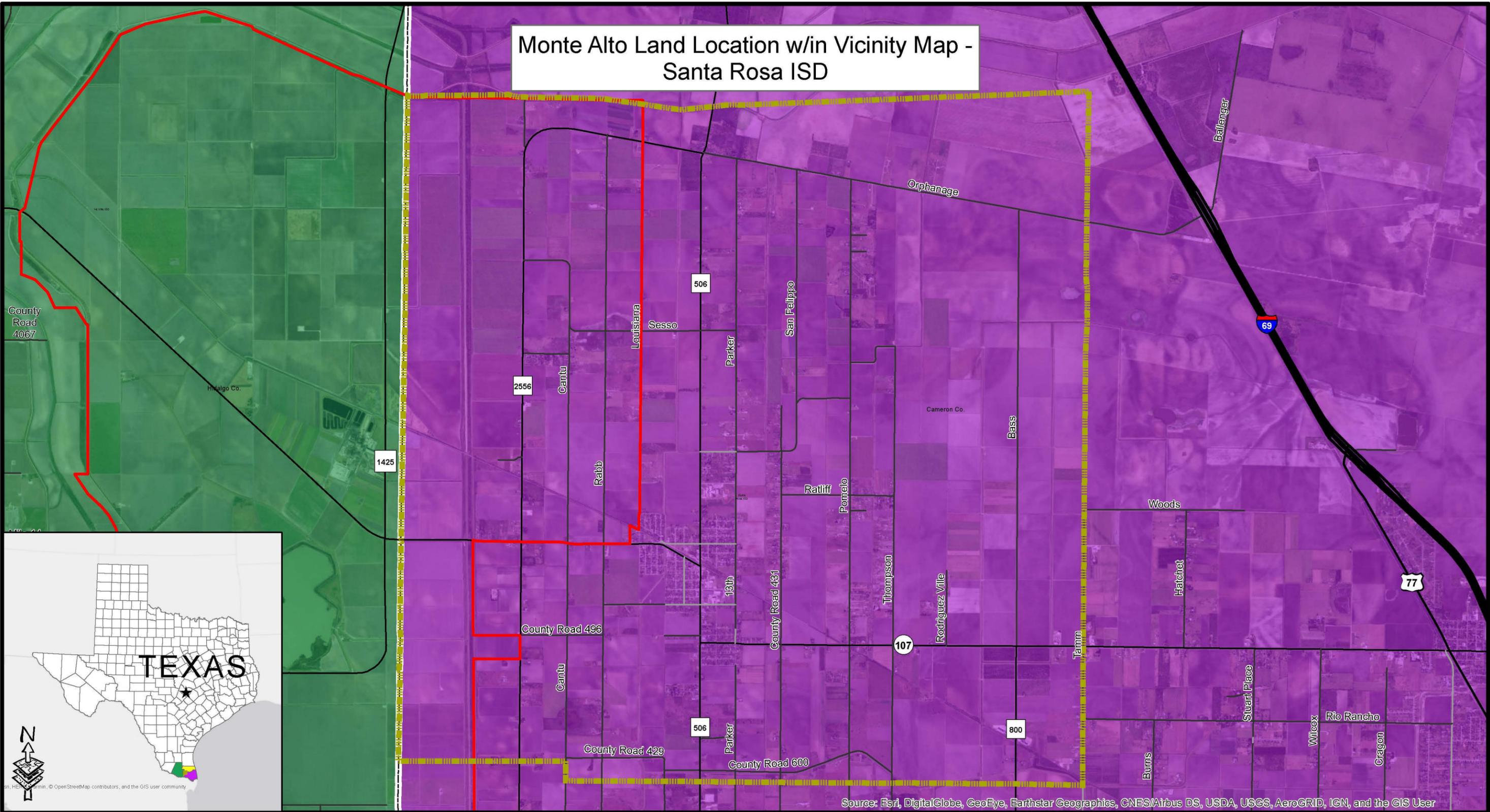
Not Applicable.

**Attachment 11e**

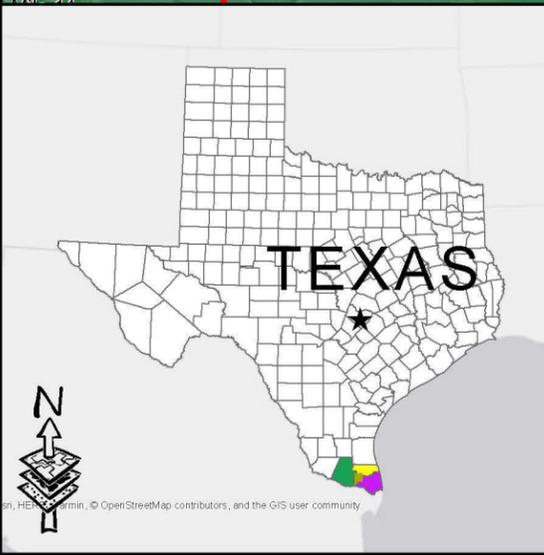
***e. Land location within vicinity map***

Please see attached map below.

# Monte Alto Land Location w/in Vicinity Map - Santa Rosa ISD



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User



**Legend**  
  Santa Rosa ISD   
  PRJ BNDRY   
  COUNTY LINE   
  Cameron Co.   
  Hidalgo Co.

Terra-Gen, LLC  
**Monte Alto Project**  
Phase 1 - 200MW

Project Location: Hidalgo County, Texas

N

0 0.5 1 Mile

Draft-Subject to change

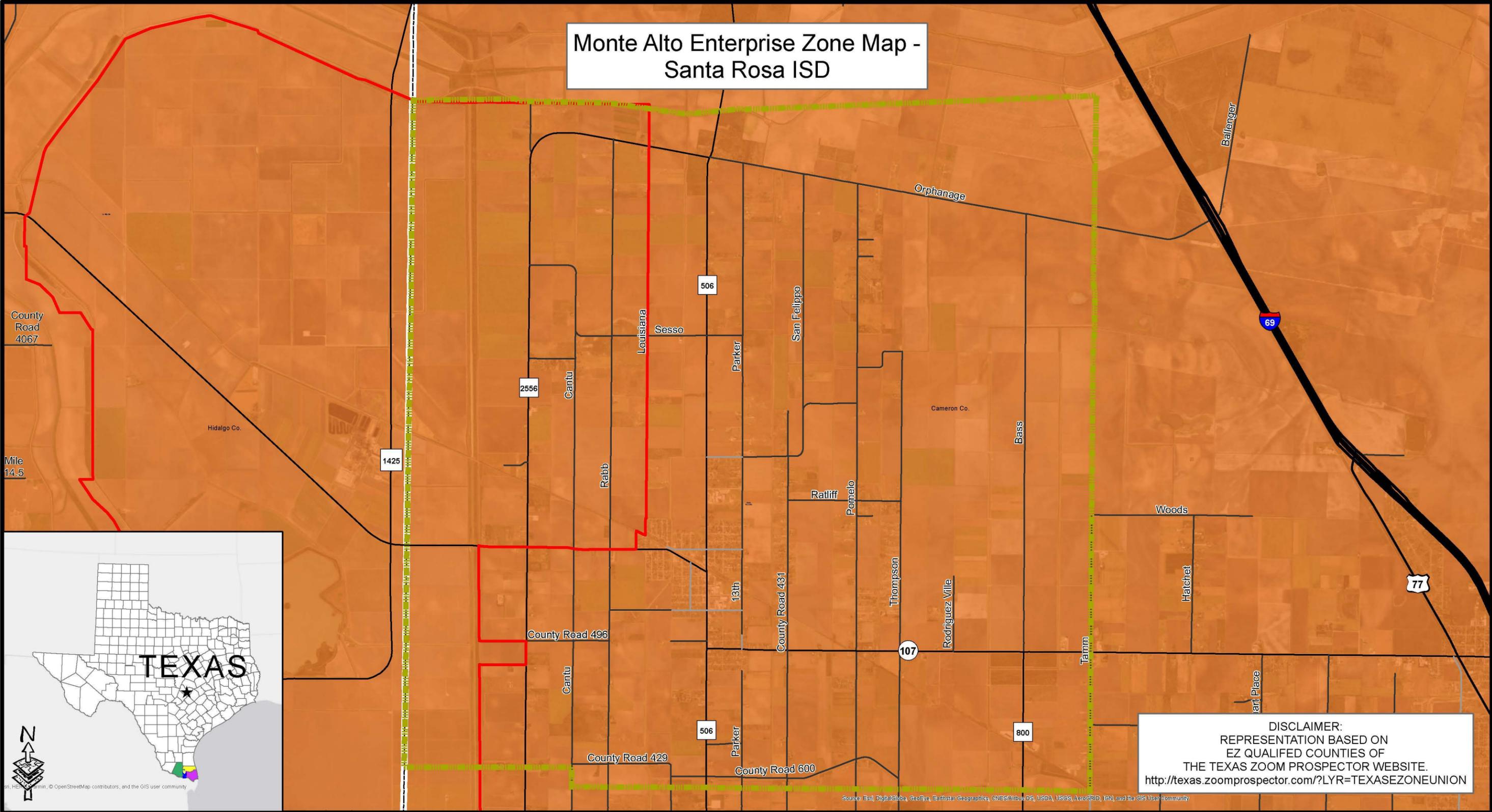
Prepared by: MBJ      Date: 04/17/2019

**Attachment 11f**

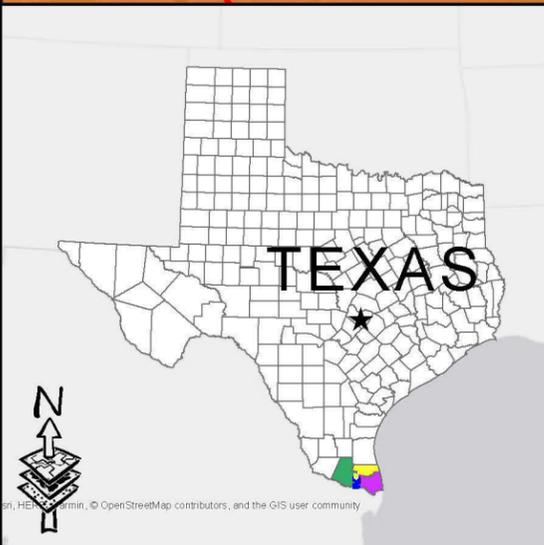
- f. Reinvestment or Enterprise Zone within vicinity map, showing the actual or proposed boundaries and size***

Please see attached map below.

# Monte Alto Enterprise Zone Map - Santa Rosa ISD



**DISCLAIMER:**  
 REPRESENTATION BASED ON  
 EZ QUALIFIED COUNTIES OF  
 THE TEXAS ZOOM PROSPECTOR WEBSITE.  
<http://texas.zoomprospector.com/?LYR=TEXASEZONEUNION>



**Legend**  
 Santa Rosa ISD  
 QUALIFIED COUNTIES  
 PRJ BNDRY  
 COUNTY LINE

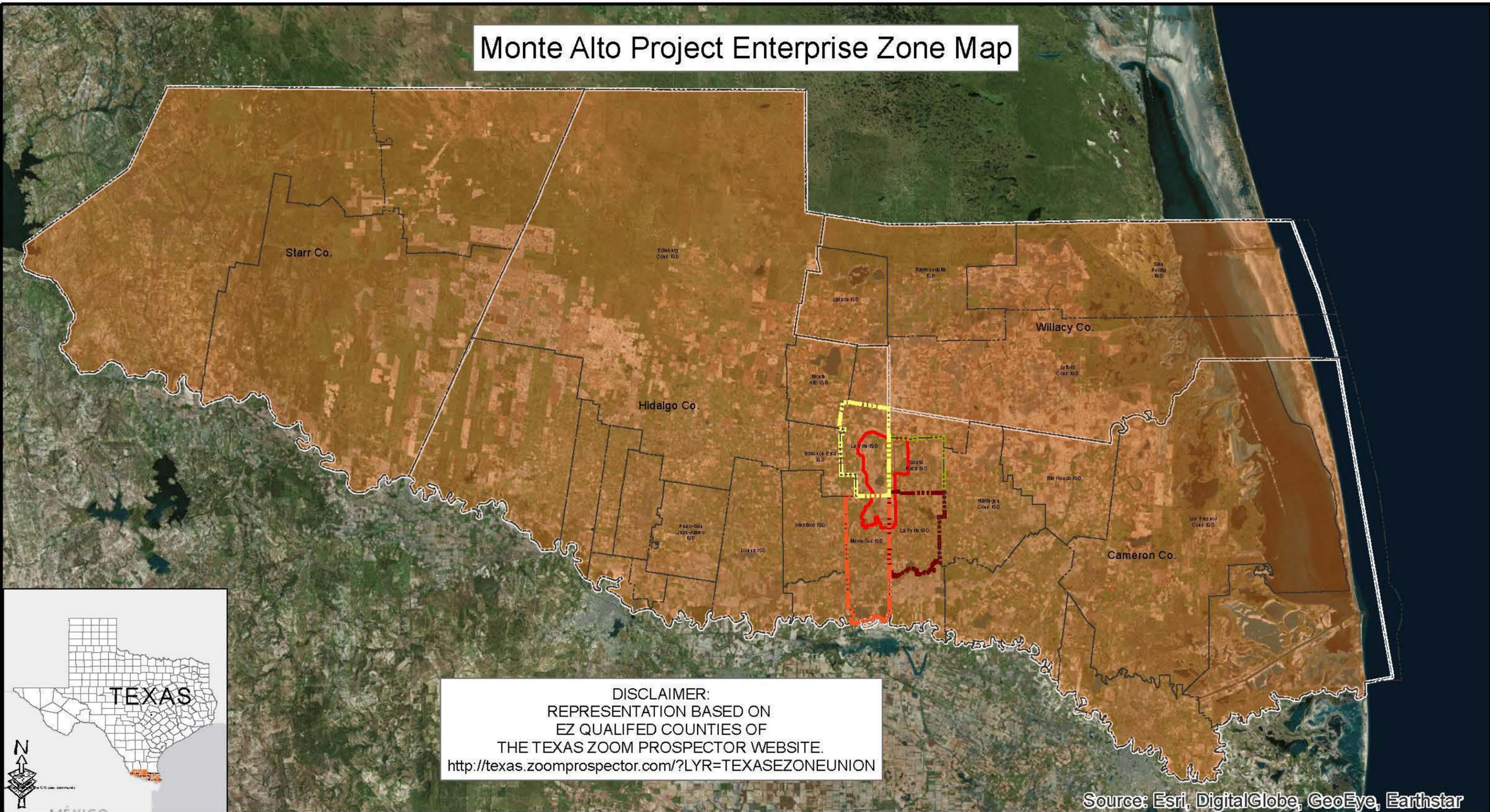
**Terra-Gen, LLC**  
**Monte Alto Project**  
 Phase 1 - 200MW

Project Location: Hidalgo County, Texas

Draft-Subject to change

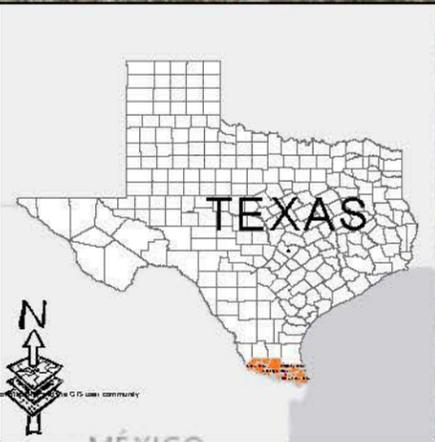
Prepared by: MBJ Date: 04/17/2019

# Monte Alto Project Enterprise Zone Map



DISCLAIMER:  
 REPRESENTATION BASED ON  
 EZ QUALIFIED COUNTIES OF  
 THE TEXAS ZOOM PROSPECTOR WEBSITE.  
<http://texas.zoomprospector.com/?LYR=TEXASEZONEUNION>

Source: Esri, DigitalGlobe, GeoEye, Earthstar



**Legend**

PROJECT BNDRY	La Villa ISD	Santa Rosa ISD	QUALIFIED COUNTIES
Mercedes ISD	Other School Districts	COUNTY LINE	

Terra-Gen, LLC  
**Monte Alto Project**  
 Phase 1 - 200MW

Project Location: Hidalgo County, Texas

Draft-Subject to change

Prepared by: MSJ      Date: 9/6/2018

**Attachment 12**

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

Please see attached waiver request below.



[www.terra-gen.com](http://www.terra-gen.com)

April 18, 2019

Dr. Angela Gonzalez, Superintendent  
Santa Rosa Independent School District  
102 Jesus R. Cruz  
Santa Rosa, TX 78593

**Re: Ch-313 Application for Appraised Value Limitation – Job Waiver Request**

Dear Dr. Gonzalez,

This letter is to advise you that Monte Alto Windpower, LLC is submitting its Chapter 313 Application for Appraised Value Limitation on Qualified Property with a request for a waiver of the jobs creation requirement.

House Bill 1470 altered the jobs requirement by adding Section 313-025 (f-1) to permit a school district's board of trustees to make a finding that the job requirement could be waived if the job 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. Monte Alto Windpower, LLC, requests that Santa Rosa ISD's Board of Trustees make such a finding and waive the job creation requirement for the permanent jobs. Based on the industry standard, the size and scope of this project will require approximately two (2) permanent jobs.

As background information on the creation of the full-time jobs by wind energy projects, these types of projects create a large number of full-time, temporary jobs during the construction phase, but require a small number of highly skilled technicians to operate a wind project once construction operations cease and commercial operations begin. The permanent employees of a wind project maintain, and service wind turbines, underground electrical connections, substations and other infrastructure associated with the safe and reliable operation of the project. The industry standard for permanent employment is one full-time employee for every fifteen to twenty (15-20) turbines, although this number varies depending on the turbines selected as well as the support and technical assistance offered by the turbine manufacturer. In addition to the onsite employees described, there may be asset managers or technicians who supervise, monitor, and support the wind project operations from offsite locations.

Sincerely,

Milton Howard

Vice President of Renewable Development  
Terra-Gen Development Company, LLC

**Attachment 13**

**Calculation of Wage Requirements – Cameron County**

**Supporting data for Section 14(7)(a)**

Average weekly wage for all jobs (all industries) in the county

Year	Period	Area	Ownership	Division	Level	Ind. Code	Industry	Avg. Weekly Wages
2018	1 <sup>st</sup> Qtr	Cameron County	Total All	0	0	10	Total, All Industries	\$627.00
2018	2 <sup>nd</sup> Qtr	Cameron County	Total All	0	0	10	Total, All Industries	\$638.00
2018	3 <sup>rd</sup> Qtr	Cameron County	Total All	0	0	10	Total, All Industries	\$632.00
2018	4 <sup>th</sup> Qtr	Cameron County	Total All	0	0	10	Total, All Industries	\$685.00
<b>Average weekly wage for previous four quarters</b>								<b>\$645.50</b>

*Source: Quarterly Employment and Wages (QCEW) data for Cameron County,  
<https://texaslmi.com/LMibyCategory/QCEW>*

**Supporting Data for Section 14(7)(b)**

110% of the average weekly wage for manufacturing jobs in the county

Year	Period	Area	Ownership	Division	Level	Ind. Code	Industry	Avg. Weekly Wages
2018	1 <sup>st</sup> Qtr	Cameron County	Private	31	2	31-33	Manufacturing	\$980.00
2018	2 <sup>nd</sup> Qtr	Cameron County	Private	31	2	31-33	Manufacturing	\$953.00
2018	3 <sup>rd</sup> Qtr	Cameron County	Private	31	2	31-33	Manufacturing	\$971.00
2018	4 <sup>th</sup> Qtr	Cameron County	Private	31	2	31-33	Manufacturing	\$1,155.00
<b>Average weekly wage for previous four quarters</b>								<b>\$1,014.75</b>
<b>110% of Average Weekly Wages</b>								<b>\$1,116.23</b>

*Source: Quarterly Employment and Wages (QCEW) data for Cameron County,  
<https://texaslmi.com/LMibyCategory/QCEW>*

**Supporting Data for Section 14(7)(c)**

110% of the average weekly wage for manufacturing jobs in the region

<b>Average Hourly Wages</b>	<b>\$17.86</b>
<b>Average Annual Wages</b>	<b>\$37,152.00</b>
<b>Average Weekly Wages @40hrs/week</b>	<b>\$714.46</b>
<b>110% of Average Weekly Wages</b>	<b>\$785.91</b>

*Source: 2017 Manufacturing Average Wages by Council of Government Region Wages for All Occupations. Project location region: 21. Lower Rio Grande Valley Development Council.  
<http://www.tracer2.com/admin/uploadedPublications/COGWages.pdf>*

Year	Period	Area	Ownership	Industry Code	Industry	Level	Average Weekly Wage	
2018	01	Cameron	Total All	10	Total, All Industries	0	\$	627.00
2018	02	Cameron	Total All	10	Total, All Industries	0	\$	638.00
2018	03	Cameron	Total All	10	Total, All Industries	0	\$	632.00
2018	04	Cameron	Total All	10	Total, All Industries	0	\$	685.00

Year	Period	Area	Ownership	Industry Code	Industry	Level	Average Weekly Wage	
2018	01	Cameron	Private	31-33	Manufacturing	2	\$	980.00
2018	02	Cameron	Private	31-33	Manufacturing	2	\$	953.00
2018	03	Cameron	Private	31-33	Manufacturing	2	\$	971.00
2018	04	Cameron	Private	31-33	Manufacturing	2	\$	1,155.00

**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>	<b>\$17.86</b>	<b>\$37,152</b>
<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.

**Attachment 14**

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

Please see attached schedules below.

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

Date 4/17/2019  
 Applicant Name Monte Alto Windpower, LLC  
 ISD Name Santa Rosa ISD

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 new investment made during this year that will <u>not</u> become Qualified Property [SEE NOTE]	Other new investment made during this year that may become Qualified Property [SEE NOTE]	Total Investment (Sum of Columns A+B+C+D)	
Investment made before filing complete application with district	--			Not eligible to become Qualified Property				[The only other investment made before filing complete application with district that may become Qualified Property is land.]	
Investment made after filing complete application with district, but before final board approval of application									
Investment made after final board approval of application and before Jan. 1 of first complete tax year of qualifying time period		2019-2020	2019	0.00	0.00	0.00	0.00		
Complete tax years of qualifying time period	QTP1	2020-2021	2020	\$ 57,000,000.00	0.00	0.00	0.00	\$	57,000,000.00
	QTP2	2021-2022	2021	\$ 97,000.00	0.00	0.00	0.00	\$	97,000.00
<b>Total Investment through Qualifying Time Period [ENTER this row in Schedule A2]</b>				\$ 57,097,000.00	0.00	0.00	0.00	\$	57,097,000.00
				Enter amounts from TOTAL row above in Schedule A2					
<b>Total Qualified Investment (sum of green cells)</b>				\$ 57,097,000.00					

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)**

Date 4/17/2019  
 Applicant Name Monte Alto Windpower, LLC  
 ISD Name Santa Rosa ISD

Form 50-2  
 Revised May

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*	--	<b>TOTALS FROM SCHEDULE A1</b>		\$ 57,097,000.00	\$ -	\$ -	\$ -	\$ 57,097,000.00
Each year prior to start of value limitation period** <i>Insert as many rows as necessary</i>	1	2019-2020	2019					
	2	2020-2021	2020	\$ 57,000,000.00				\$ 57,000,000.00
	3	2021-2022	2021	\$ 97,000.00				\$ 97,000.00
Value limitation period***	1	2022-2023	2022					
	2	2023-2024	2023					
	3	2024-2025	2024					
	4	2025-2026	2025					
	5	2026-2027	2026					
	6	2027-2028	2027					
	7	2028-2029	2028					
	8	2029-2030	2029					
	9	2030-2031	2030					
	10	2031-2032	2031					
<b>Total Investment made through limitation</b>				\$ 57,097,000.00	\$ -	\$ -	\$ -	\$ 57,097,000.00
Continue to maintain viable presence	11	2032-2033	2032					
	12	2033-2034	2033					
	13	2034-2035	2034					
	14	2035-2036	2035					
	15	2036-2037	2036					
Additional years for 25 year economic impact as required by 313.026(c)(1)	16	2037-2038	2037					
	17	2038-2039	2038					
	18	2039-2040	2039					
	19	2040-2041	2040					
	20	2041-2042	2041					
	21	2042-2043	2042					
	22	2043-2044	2043					
	23	2044-2045	2044					
	24	2045-2046	2045					
	25	2046-2047	2046					

\*\* Only investment made during deferrals of the start

\*\*\* 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

Only tangible personal property that is specifically

Column B: The total dollar amount of planned investment

Column C: Dollar value of other investment that may affect

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 4/17/2019  
 Applicant Name Monte Alto Windpower, LLC  
 ISD Name Santa Rosa ISD

**Form 50-296**  
 Revised May 20

	Year	School Year (YYYY-YYYY)	Tax Year (Fill in actual tax year) YYYY	Qualified Property			Estimated Taxable Value		
				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&C after all reductions
Pre-Year	0	2019-2020	2019						
Qualified Investment Period	1	2020-2021	2020	N/A	N/A	\$ 57,000,000.00	\$ 57,000,000.00	\$ 57,000,000.00	\$ -
	2	2021-2022	2021	N/A	N/A	\$ 97,000.00	\$ 97,000.00	\$ 97,000.00	\$ -
Value Limitation Period	1	2022-2023	2022	N/A	N/A	\$ 54,242,150.00	\$ 54,242,150.00	\$ 54,242,150.00	\$ 15,000,000.00
	2	2023-2024	2023	N/A	N/A	\$ 51,530,042.50	\$ 51,530,042.50	\$ 51,530,042.50	\$ 15,000,000.00
	3	2024-2025	2024	N/A	N/A	\$ 48,953,540.38	\$ 48,953,540.38	\$ 48,953,540.38	\$ 15,000,000.00
	4	2025-2026	2025	N/A	N/A	\$ 46,505,863.36	\$ 46,505,863.36	\$ 46,505,863.36	\$ 15,000,000.00
	5	2026-2027	2026	N/A	N/A	\$ 44,180,570.19	\$ 44,180,570.19	\$ 44,180,570.19	\$ 15,000,000.00
	6	2027-2028	2027	N/A	N/A	\$ 41,971,541.68	\$ 41,971,541.68	\$ 41,971,541.68	\$ 15,000,000.00
	7	2028-2029	2028	N/A	N/A	\$ 39,872,964.60	\$ 39,872,964.60	\$ 39,872,964.60	\$ 15,000,000.00
	8	2029-2030	2029	N/A	N/A	\$ 37,879,316.37	\$ 37,879,316.37	\$ 37,879,316.37	\$ 15,000,000.00
	9	2030-2031	2030	N/A	N/A	\$ 35,985,350.55	\$ 35,985,350.55	\$ 35,985,350.55	\$ 15,000,000.00
Continue to maintain viable presence	10	2031-2032	2031	N/A	N/A	\$ 34,186,083.02	\$ 34,186,083.02	\$ 34,186,083.02	\$ 15,000,000.00
	11	2032-2033	2032	N/A	N/A	\$ 32,476,778.87	\$ 32,476,778.87	\$ 32,476,778.87	\$ 32,476,778.87
	12	2033-2034	2033	N/A	N/A	\$ 30,852,939.93	\$ 30,852,939.93	\$ 30,852,939.93	\$ 30,852,939.93
	13	2034-2035	2034	N/A	N/A	\$ 29,310,292.93	\$ 29,310,292.93	\$ 29,310,292.93	\$ 29,310,292.93
	14	2035-2036	2035	N/A	N/A	\$ 27,844,778.28	\$ 27,844,778.28	\$ 27,844,778.28	\$ 27,844,778.28
Additional years for 25 year economic impact as required by 313.026(c)(1)	15	2036-2037	2036	N/A	N/A	\$ 26,452,539.37	\$ 26,452,539.37	\$ 26,452,539.37	\$ 26,452,539.37
	16	2037-2038	2037	N/A	N/A	\$ 25,129,912.40	\$ 25,129,912.40	\$ 25,129,912.40	\$ 25,129,912.40
	17	2038-2039	2038	N/A	N/A	\$ 23,873,416.78	\$ 23,873,416.78	\$ 23,873,416.78	\$ 23,873,416.78
	18	2039-2040	2039	N/A	N/A	\$ 22,679,745.94	\$ 22,679,745.94	\$ 22,679,745.94	\$ 22,679,745.94
	19	2040-2041	2040	N/A	N/A	\$ 21,545,758.64	\$ 21,545,758.64	\$ 21,545,758.64	\$ 21,545,758.64
	20	2041-2042	2041	N/A	N/A	\$ 20,468,470.71	\$ 20,468,470.71	\$ 20,468,470.71	\$ 20,468,470.71
	21	2042-2043	2042	N/A	N/A	\$ 19,445,047.18	\$ 19,445,047.18	\$ 19,445,047.18	\$ 19,445,047.18
	22	2043-2044	2043	N/A	N/A	\$ 18,472,794.82	\$ 18,472,794.82	\$ 18,472,794.82	\$ 18,472,794.82
	23	2044-2045	2044	N/A	N/A	\$ 17,549,155.08	\$ 17,549,155.08	\$ 17,549,155.08	\$ 17,549,155.08
24	2045-2046	2045	N/A	N/A	\$ 16,671,697.32	\$ 16,671,697.32	\$ 16,671,697.32	\$ 16,671,697.32	
	25	2046-2047	2046	N/A	N/A	\$ 15,838,112.46	\$ 15,838,112.46	\$ 15,838,112.46	\$ 15,838,112.46

Notes: Market value in future years is good faith estimate of future taxable value for the purposes of property taxation.

**Schedule C: Employment Information**

**Date** 4/17/2019  
**Applicant Name** Monte Alto Windpower, LLC  
**ISD Name** Santa Rosa 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
Pre-Year	0	2019-2020	2019					
Qualified Investment Period	1	2020-2021	2020	150 FTEs	\$ 36,049.00	0	0	\$ 40,867.32
	2	2021-2022	2021			0	2	\$ 40,867.32
Value Limitation Period <i>The qualifying time period could overlap the value limitation period.</i>	1	2022-2023	2022			0	2	\$ 40,867.32
	2	2023-2024	2023			0	2	\$ 40,867.32
	3	2024-2025	2024			0	2	\$ 40,867.32
	4	2025-2026	2025			0	2	\$ 40,867.32
	5	2026-2027	2026			0	2	\$ 40,867.32
	6	2027-2028	2027			0	2	\$ 40,867.32
	7	2028-2029	2028			0	2	\$ 40,867.32
	8	2029-2030	2029			0	2	\$ 40,867.32
	9	2030-2031	2030			0	2	\$ 40,867.32
	10	2031-2032	2031			0	2	\$ 40,867.32
Years Following Value Limitation Period	11 through 25	2032-2047	2032-2046			0	2	\$ 40,867.32

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)  Yes  No  
 qualifying jobs in Subchapter B districts, 10 qualifying jobs in Subchapter C districts)  
 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** 4/17/2019  
**Applicant Name** Monte Alto Windpower, LLC  
**ISD Name** Santa Rosa 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:					
	City:					
	Other:					
Tax Code Chapter 312	County: Cameron County	2020	10 Years	\$ 234,556.19	80%	\$ 46,911.24
	City:					
	Other:					
	Other:					
Local Government Code Chapters 380/381	County:					
	City:					
	Other:					
Freeport Exemptions						
Non-Annexation Agreements						
Enterprise Zone/Project						
Economic Development Corporation						
Texas Enterprise Fund						
Employee Recruitment						
Skills Development Fund						
Training Facility Space and Equipment						
Infrastructure Incentives						
Permitting Assistance						
Other:						
Other:						
Other:						
Other:						
<b>TOTAL</b>				\$ 234,556.19	80%	\$ 46,911.24

Additional information on incentives for this project:

**Attachment 15**

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

Not Applicable.

**Attachment 16**

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

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

***\*\*\* To be submitted before date of final application approval by school board***

## Attachment 16a

### *a. Evidence that the area qualifies as an enterprise zone as defined by the Governor's Office*

Hidalgo County is a designated enterprise zone county. A map provided by the Texas Economic Development Corporation depicting the designated enterprise zones can be found by following the link provided "<http://texas.zoomprospector.com/?LYR=TEXASEZONEUNION>". See attached map of Hidalgo County Enterprise Zones.

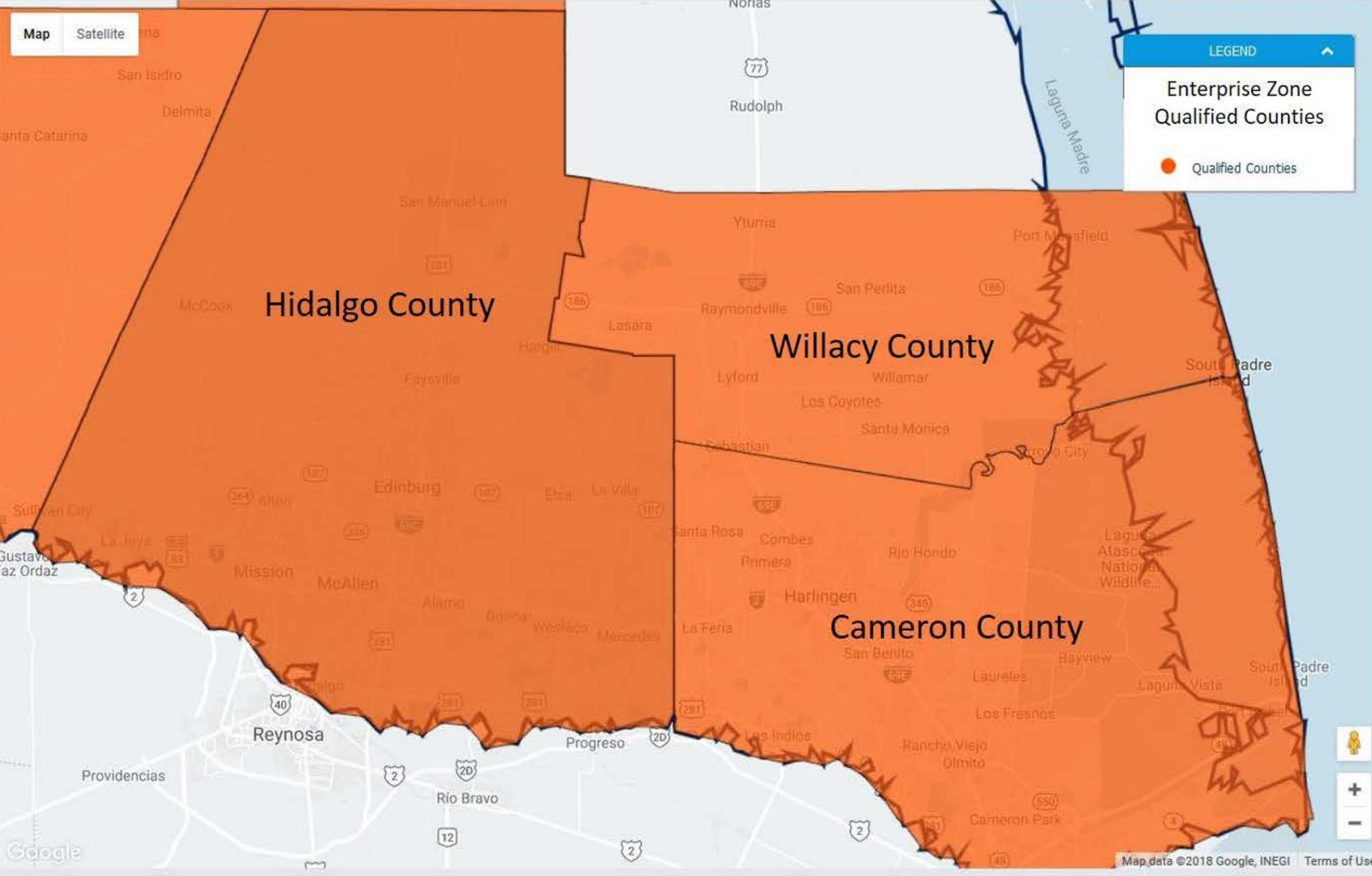


Map Satellite

**LEGEND**

Enterprise Zone  
Qualified Counties

- Qualified Counties



**Attachment 16b**

***b. Legal description of investment zone***

Please see attached.

## Legal Description

COLLINS SUBDIVISION BLK 63, 2.7400 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 22 PTSE20, 1.3100 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 22 SE, 18.6900 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD 8.609 ACS PT SW 20 ACS BLK 22  
ABST 10- F STEWART SUBD LOT 1 BLK 1 .938 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 19 E18.59N40, 18.5900 ACRES  
BLK 30 CAMERON COUNTY DEVELOPMENT CO SUBD 10.130 ACRES OF E 40.26 ACRES (VOL 4 PG 45 CCMR)  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 31 NW, 20.0000 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD E6N10.17NE20.17 BLK 34, 6.0000 ACS  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 23 S10.08NE20.08, 10.0800 ACS  
ABST 10 - EAST CANTU ROAD LOT 8 BLK 1, 1.20 ACS OUT OF 1.463 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 34 PTS10NW20, 1.1290 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 26 S1/2NE20, 10.0000 ACRES  
ABST 10 - EAST CANTU ROAD LOT 2 BLK 1, 1.4630 ACRES  
ASILO DE TIERRA LOT 8, 4.7950 ACRES  
COLLINS SUBDIVISION BLK 85, 1.0000 ACRES  
COLLINS SUBDIVISION 36.440 ACRES BLK 86 ABST 10  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 23 N10SE20.07, 10.0000 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD 9.0 ACS OF PT SW 20 ACS BLK 22  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 27 N10W20.04, 1.0000 ACRE  
COLLINS SUBDIVISION BLK 82 N, 20.0000 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 26 SE, 10.0000 ACRES  
ABST 10 - EAST CANTU ROAD LOT 5 BLK 1, 1.4630 ACRES  
COLLINS SUBDIVISION BLK 83 N, 19.2600 ACRES  
ABST 10 - MITCHEL LT 2 BLK 1, 2.5000 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD PTS10.02NW20.02 BLK 22, 9.5920 ACS  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 27 PTS30., 29.3590 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 34 SE, 20.1800 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 22 PTSW20, 1.8600 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 26 S30.17W40.17, 30.1700 ACRES  
ASILO DE TIERRA LOT 5, 2.0260 ACRES  
ASILO DE TIERRA LOT 2, 1.0000 ACRE  
CAMERON COUNTY DEVELOPMENT CO SUBD S10.170NE20.17 BLK 34, 10.1700 ACS  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 22 SE, 18.6900 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 19 PTS1/2SE1/4, 0.2900 ACRES  
COLLINS SUBDIVISION BLK 82 S, 19.2900 ACRES  
COLLINS SUBDIVISION BLK 84 S, 20.0000 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD N10SE20 BLK 26, 10.0000 ACRES  
ABST 10 - EAST CANTU ROAD LOT 4 BLK 1, 1.4630 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD PTN25.17E40.17 BLK 27 NECOR, 1.0000 ACRE  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 30 10.07 ACS OUT OF N30.13E40.26, TRACT I  
COLLINS SUBDIVISION BLK 84 S9.26N19.26, 9.2600 ACRES  
ASILO DE TIERRA LOT 1, 1.0000 ACRE  
ABST 10 - EAST CANTU ROAD LOT 7 BLK 1, 1.4630 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 19 PTN1/2SW1/4, 9.5000 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 19 W1/2N40., 10.5080 ACRES

ABST 10 - EAST CANTU ROAD LOT 3 BLK 1, 1.4630 ACRES  
COLLINS SUBDIVISION BLK 73 S, 1.0000 ACRES  
ABST 10 - MITCHEL LT 1 BLK 1, 2.5000 ACRES  
ABST 10 - MITCHEL LT 3 BLK 1, 2.5000 ACRES  
COLLINS SUBDIVISION BLK 71 TRACT 1, 4.0390 ACRES  
ASILO DE TIERRA LOT 6, 2.0260 ACRES  
LOT 7 BLK 1 SANTA ROSA GARDENS SUBDIVISION (CAB 1 SLOT 1878-A&B CCMR)  
SANTA ROSA GARDENS SUBDIVISION LOT 8 BLK 1 (CAB 1 SLOT 1878-A&B CCMR)  
ASILO DE TIERRA LOT 3, 1.0260 ACRES  
ABST 10 - MITCHEL LOT 4 BLK 1, 2.5000 ACRES  
ASILO DE TIERRA LOT 4, 1.0260 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD PT BLK 35 SWCORNER, 1.7500 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD S10NW20 & N10SW20 BLK23, 20.000ACS

COLLINS SUBDIVISION BLK 62 EPTS24.62, 0.5300 ACRES  
COLLINS SUBDIVISION BLK 74 N5W10N19.42, 5.0000 ACRES  
COLLINS SUBDIVISION BLK 65, 39.5500 ACRES  
COLLINS SUBDIVISION BLK 74 S5W10N19.42, 5.0000 ACRES  
SANTA ROSA GARDENS SUBDIVISION LOT 4 BLK 1 (CAB 1 SLOT 1878-A&B CCMR)  
BLK 32 CAMERON COUNTY DEVELOPMENT CO SUBD 48.540 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 23 N10NE20.08, 10.0000 ACRES  
ABST 10 - EAST CANTU ROAD LOT 6 BLK 1, 1.4630 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 31 N10SW20, 10.0000 ACRES  
COLLINS SUBDIVISION 3.5600 ACRES BLK 86 (CEMETERY)  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 33 S, 11.4600 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 28 S, 1.2500 ACRES  
ASILO DE TIERRA LOT 7, 4.3070 ACRES  
COLLINS SUBDIVISION BLK 63 SRYWCAN, 8.4300 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD PT BLK 29, 45.0200 ACRES  
COLLINS SUBDIVISION BLK 62 PTN15, 2.0700 ACRES  
SANTA ROSA GARDENS SUBDIVISION LOT 3 BLK 1 (CAB 1 SLOT 1878-A&B CCMR)  
SANTA ROSA GARDENS SUBDIVISION LOT 13 BLK 1 (CAB 1 SLOT 1878-A&B CCMR)  
SANTA ROSA GARDENS SUBDIVISION LOT 1 BLK 1 (CAB 1 SLOT 1878-A&B CCMR)  
COLLINS SUBDIVISION W4W6E12.31S24.62 BLK 62, 4.0000 ACRES  
COLLINS SUBDIVISION BLK 74 E9.42N19.42, 9.4200 ACRES  
SANTA ROSA GARDENS SUBDIVISION LOT 12 BLK 1 (CAB 1 SLOT 1878-A&B CCMR)  
SANTA ROSA GARDENS SUBDIVISION LOT 11 BLK 1 (CAB 1 SLOT 1878-A&B CCMR)  
CAMERON COUNTY DEVELOPMENT CO SUBD 63.070 ACRES OF N PT BLK 33 ABST 10  
SANTA ROSA GARDENS SUBDIVISION LOT 2 BLK 1 (CAB 1 SLOT 1878-A&B CCMR)  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 20, 44.0700 ACRES  
COLLINS SUBDIVISION BLK 63 NE, 28.4200 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 32 N20S40, 20.0000 ACRES  
SANTA ROSA GARDENS SUBDIVISION LOT 10 BLK 1 (CAB 1 SLOT 1878-A&B CCMR)  
SANTA ROSA GARDENS SUBDIVISION LOT 9 BLK 1 (CAB 1 SLOT 1878-A&B CCMR)  
CAMERON COUNTY DEVELOPMENT CO SUBD N15S26.56 BLK 33, 15.0000 ACRES  
SANTA ROSA GARDENS SUBDIVISION LOT 5 BLK 1 (CAB 1 SLOT 1878-A&B CCMR)  
COLLINS SUBDIVISION BLK 74 S, 20.0000 ACRES

COLLINS SUBDIVISION BLK 66, 39.5500 ACRES  
SANTA ROSA GARDENS SUBDIVISION LOT 6 BLK 1 (CAB 1 SLOT 1878-A&B CCMR)  
COLLINS SUBDIVISION BLK 62 PTN12.93SOFSP, 4.2500 ACRES  
COLLINS SUBDIVISION BLK 67, 39.5200 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 30 W, 38.2860 ACRES  
BLK 2559 CAPISALLO DISTRICT SUBDIVISION E 13.9400 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 31 S10SW20, 10.0000 ACRES  
BLK 2527 CAPISALLO DISTRICT SUBDIVISION W 13.7400 ACRES  
BLK 2528 CAPISALLO DISTRICT SUBDIVISION E 13.6400 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 28 PTN41.6, 13.8600 ACRES  
BLK 2527 CAPISALLO DISTRICT SUBDIVISION E 14.3900 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 28 N18.84S43.84, 17.8400 ACRES  
BLK 2521 CAPISALLO DISTRICT SUBDIVISION 38.1600 ACRES  
BLK 2522 CAPISALLO DISTRICT SUBDIVISION 38.1600 ACRES  
BLK 2554 CAPISALLO DISTRICT SUBDIVISION 40.0000 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 28 S, 24.9100 ACRES  
COLLINS SUBDIVISION BLK 79 S, 20.0000 ACRES  
BLK 2556 CAPISALLO DISTRICT SUBDIVISION 40.00 ACRES  
BLK 2557 CAPISALLO DISTRICT SUBDIVISION 40.00 ACRES  
BLK 2558 CAPISALLO DISTRICT SUBDIVISION W 10.8900 ACRES(HB 670 SHARED PROPERTY)  
BLK 2528 CAPISALLO DISTRICT SUBDIVISION W 14.2100 ACRES  
BLK 2526 CAPISALLO DISTRICT SUBDIVISION W 12.1800 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 29 S, 20.0000 ACRES  
BLK 2523 CAPISALLO DISTRICT SUBDIVISION 40.0000 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 28 PTN41.6, 27.7400 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 29, 22.5200 ACRES  
BLK 2559 CAPISALLO DISTRICT SUBDIVISION W 11.5400 ACRES  
BLK 2560 CAPISALLO DISTRICT SUBDIVISION W 9.6700 ACRES  
COLLINS SUBDIVISION BLK 76, 39.3900 ACRES  
COLLINS SUBDIVISION 3.5600 ACRES BLK 86 (CEMETERY)  
COLLINS SUBDIVISION 3.0 ACS OF S 12.34 ACS BLK 73  
COLLINS SUBDIVISION S 9.34 ACS BLK 73  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 31 NE, 20.1700 ACRES  
COLLINS SUBDIVISION N 41.1400 ACRES BLK 87

CAMERON COUNTY DEVELOPMENT CO SUBD BLK 31 SE, 20.1500 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 32 S, 20.0000 ACRES  
COLLINS SUBDIVISION W 10 ACRES OF S 13.00 BLK 88 ABST 10  
COLLINS SUBDIVISION BLK 73 N6.66E20, 6.1000 ACRES  
COLLINS SUBDIVISION BLK 71 TRACT 1, 4.0390 ACRES  
COLLINS SUBDIVISION BLK 81 S, 15.8900 ACRES  
COLLINS SUBDIVISION BLK 87 S, 1.0000 ACRES  
COLLINS SUBDIVISION BLK 62 PTE6.31, 0.6500 ACRES  
COLLINS SUBDIVISION BLK 70, 1.0000 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD W4N10.17NE20.17 BLK 34, 4.0000 ACS  
ABST 10 - EAST CANTU ROAD LOT 1 BLOCK 1 1.463 ACRES  
COLLINS SUBDIVISION BLK 71 PT TRACT 2, 2.5000 ACRES

CAMERON COUNTY DEVELOPMENT CO SUBD BLK 36 N20S40., 19.0000 ACRES  
COLLINS SUBDIVISION BLK 71 PT TRACT 2, 0.1700 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD 2.2480 ACRES OF 3.764 OF W 1/2 OF N40 AC BLK 19  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 36 N, 1.8900 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 1 1.516 ACRES OF 3.764 AC OF W 1/2 OF N40 AC BLK 19  
COLLINS SUBDIVISION BLK 71 PT TRACT 2, 1.0000 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 19 PTW1/2N40, 5.5740 ACRES  
SANTA ROSA GARDENS SUBDIVISION LOT 14 BLK 1 (CAB 1 SLOT 1878-A&B CCMR)  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 36 S20.S40., 20.0000 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD E7.82N15.64 BLK35, 7.8200 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 22 N10NW20.02, 9.5700 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD PTN10NW20 BLK 34, 2.0000 ACRES  
COLLINS SUBDIVISION BLK 75, 39.3900 ACRES  
BLK 2555 CAPISALLO DISTRICT SUBDIVISION 33.9200 ACRES  
ABST 10 - EAST CANTU ROAD LOT 13 BLK 1, 0.5000 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD S 14.786 ACRES OF N 34.72 ACRES BLK 37 ABST 10  
ABST 10 - EAST CANTU ROAD LOT 12 BLK 1, 0.5000 ACRES  
ABST 10 - EAST CANTU ROAD LOT 10 BLK 1, 0.5000 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 36 N20S40., 1.0000 ACRE  
ABST 10 - EAST CANTU ROAD LOT 9 BLK 1, 1.4630 ACRES  
ABST 10 - EAST CANTU ROAD LOT 11 BLK 1, 0.5000 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 22 NE, 20.0400 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 23 N10NW20, 10.0000 ACRES  
COLLINS SUBDIVISION BLK 71 PT TRACT 2, 4.4090 ACRES  
COLLINS SUBDIVISION BLK 79 N, 19.3300 ACRES  
COLLINS SUBDIVISION N 29.42 ACRES OUT OF BLK 61  
COLLINS SUBDIVISION E1.97W6E12.31S24.62 BLK 62, 1.9700 ACRES  
BLK 2561 CAPISALLO DISTRICT SUBDIVISION W 9.0500 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 24 PTS44.74, 1.0000 ACRES  
COLLINS SUBDIVISION 1.0 AC OF W 5.00 AC OUT OF S 10 AC BLK 61  
CAMERON COUNTY DEVELOPMENT CO SUBD W12.220S24.56N40.2 ACS, BLK 35  
COLLINS SUBDIVISION BLK 75, 39.3900 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD PT S 1/2 SE 1/4 BLK 19  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 20, 0.379 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD 18.2500 ACRES OF W 20 AC OF BLK 35  
CAMERON COUNTY DEVELOPMENT CO SUBD E12.34S24.56N40.3 BLK 35, 12.3400 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD 22.02 ACRES OF S 44.74 ACRES BLK 24  
COLLINS SUBDIVISION W 4.00 AC OUT OF S 10.00 AC BLK 61  
COLLINS SUBDIVISION E 5.00 AC OUT OF S 10.00 OF BLK 61  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 19 N1/2SE1/4, 17.7760 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 36 N20S60, 20.0000 ACRES  
LOT 5 BLK 2 LONGORIA ACRES SUBDIVISION (CCMR C1-2973A 2-20-09)  
COLLINS SUBDIVISION W 12.00 ACRES OF S 24.62 ACRES OF BLK 62  
CAMERON COUNTY DEVELOPMENT CO SUBD W12.220S24.56N40.2 ACS, BLK 35  
BLK 27 CAMERON COUNTY DEVELOPMENT CO SUBD 10.06 ACRES OF N 25.17 ACRES OF E 40 ACS (VOL 4 PG 45 CC  
BLK 27 CAMERON COUNTY DEVELOPMENT CO SUBD S 15.040 ACRES OF N 25 OF W 40 ACRES (VOL 4 PG 45 CCMR  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 27 N10W20.04, 9.0000 ACRES

BLK 27 CAMERON COUNTY DEVELOPMENT CO SUBD 13.11 ACRES OF N 25.17 ACRES OF E 40 ACS (VOL 4 PG 45 CC  
LOT 7 BLK 1 LONGORIA ACRES SUBDIVISION (CCMR C1-2973A 2-20-09)  
LOT 1 BLK 2 LONGORIA ACRES SUBDIVISION (CCMR C1-2973A 2-20-09)  
CAMERON COUNTY DEVELOPMENT CO SUBD 20.81 ACS OF 42.832 ACS BLK 24 PTS44.74 ACS ABST 10  
LOT 2 BLK 1 LONGORIA ACRES SUBDIVISION (CCMR C1-2973A 2-20-09)  
LOT 6 BLK 1 LONGORIA ACRES SUBDIVISION (CCMR C1-2973A 2-20-09)  
LOT 1 BLK 1 LONGORIA ACRES SUBDIVISION (CCMR C1-2973A 2-20-09)  
LOT 5 BLK 1 LONGORIA ACRES SUBDIVISION (CCMR C1-2973A 2-20-09)  
LOT 3 BLK 1 LONGORIA ACRES SUBDIVISION (CCMR C1-2973A 2-20-09)  
LOT 3 BLK 2 LONGORIA ACRES SUBDIVISION (CCMR C1-2973A 2-20-09)  
LOT 4 BLK 1 LONGORIA ACRES SUBDIVISION (CCMR C1-2973A 2-20-09)  
LOT 1A BLK 2 LONGORIA ACRES SUBDIVISION (CCMR C1-2973A 2-20-09)  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 21 PTW20N61.84, 17.7000 ACRES  
LOT 2 BLK 2 LONGORIA ACRES SUBDIVISION (CCMR C1-2973A 2-20-09)  
LOT 6 BLK 2 LONGORIA ACRES SUBDIVISION (CCMR C1-2973A 2-20-09)  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 21 N, 19.40 AC OF 20.05 ACS OUT OF 37.08 ACS  
BLK 2560 CAPISALLO DISTRICT SUBDIVISION E 13.9400 ACRES  
COLLINS SUBDIVISION BLK 75, 39.3900 ACRES  
COLLINS SUBDIVISION BLK 77, 38.3600 ACRES  
COLLINS SUBDIVISION 1.00 ACRES OUT OF 10.00 ACS OUT OF BLK 88  
COLLINS SUBDIVISION BLK 77, 1.0000 ACRES  
BLK 35 & 38 CAMERON COUNTY DEVELOPMENT CO SUBD 2.2018 ACRES OUT OF 15.33 ACS (TRACT I)  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 23 PTS1/2SW20, 2.96 ACRES OUT OF 9.0000 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 13 PTN40, 26.6600 ACRES  
BLK 35 & 38 CAMERON COUNTY DEVELOPMENT CO SUBD 5.6314 ACRES OUT OF 15.33 ACRES (TRACT IV)  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 13 PTN40, 13.3400 ACRES  
BLK 2558 CAPISALLO DISTRICT SUBDIVISION E 14.8500 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 34 PTN10NW20., 0.2390 ACRES  
COLLINS SUBDIVISION 10.11 ACS OUT OF 20.12 AC BLK 70 (VOL 3 P. 19 CCMR)  
COLLINS SUBDIVISION 10.01 AC OUT OF 20.12 AC BLK 70 (VOL 3 PG 19 CCMR)  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 34 PTN10NW20, 0.4270 ACRES  
BLK 35 & 38 CAMERON COUNTY DEVELOPMENT CO SUBD 1.8741 ACRES OUT OF 15.33 ACRES (TRACT II)  
COLLINS SUBDIVISION 10.01 ACS OUT OF 38.49 ACS BLK 70  
BLK 38 CAMERON COUNTY DEVELOPMENT CO SUBD E 27.580 ACRES OF S 15.09 ACRES OUT OF A 27.590 ACRES  
COLLINS SUBDIVISION BLK 72, 39.4600 ACRES  
BLK 35 & 38 CAMERON COUNTY DEVELOPMENT CO SUBD 5.6225 ACRES OUT OF 15.33 ACRES (TRACT III)  
CAMERON COUNTY DEVELOPMENT CO SUBD PT N10NW20 BLK 34, 2.9300 ACRES  
COLLINS SUBDIVISION BLK 68, 39.5200 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD SW 20.00 ACRES OF BLK 34  
COLLINS SUBDIVISION BLK 88 N, 1.0000 ACRES  
BLK 2550 CAPISALLO DISTRICT SUBDIVISION 24.3300 ACRES  
COLLINS SUBDIVISION BLK 80 W10.33S24.33, 10.0000 ACRES  
BLK 2520 CAPISALLO DISTRICT SUBDIVISION 25.6000 ACRES  
BLK 2518 CAPISALLO DISTRICT SUBDIVISION 26.8900 ACRES O  
COLLINS SUBDIVISION BLK 80 N, 15.0000 ACRES  
BLK 2549 CAPISALLO DISTRICT SUBDIVISION 24.9600 ACRES  
BLK 2552 CAPISALLO DISTRICT SUBDIVISION 17.5900 ACRES

BLK 2519 CAPISALLO DISTRICT SUBDIVISION 26.2300 ACRES  
BLK 2553 CAPISALLO DISTRICT SUBDIVISION 23.0600 ACRES  
COLLINS SUBDIVISION BLK 80 E14.S24.33, 14.0000 ACRES  
COLLINS SUBDIVISION BLK 78, 39.3600 ACRES  
BLK 2526 CAPISALLO DISTRICT SUBDIVISION E 14.3900 ACRES  
COLLINS SUBDIVISION BLK 83 S10N29.26, 10.0000 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 21, 2.7600 ACRES  
BLK 83 COLLINS SUBDIVISION E 5.00 ACS OUT OF S 10.00 ACRES (VOL 3 PG 19 MRCC)  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 34 PTN10NW20, 4.0000 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 34 PTN10NW20, 0.2390 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 21 N, .65 AC OUT OF 20.05 ACS OUT OF 37.08 ACS  
COLLINS SUBDIVISION BLK 81 N, 24.0000 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 36 N & BLK 37 S, 34.481 ACS OUT OF 34.64 ACRES  
BLK 83 COLLINS SUBDIVISION W 5.00 ACS OUT OF S 10.00 ACRES (VOL 3 PG 19 MRCC)  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 21 N, 19.40 AC OF 20.05 ACS OUT OF 37.08 ACS  
COLLINS SUBDIVISION 46.43 ACS BLK 88  
CAMERON COUNTY DEVELOPMENT CO SUBD PTN40 BLK 24, 1.0000 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 36 N & BLK 37 S, .159 ACS OUT OF 34.64 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 21 PTW20N61.84, 1.0000 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 24 PTN40, 39.0000 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 21 S, 20.8400 ACRES  
COLLINS SUBDIVISION BLK 69 & TRACTS 6-7, 36.1580 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 30 10.07 ACS OUT OF N30.13E40.26, TRACT I  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 30 10.03 ACS OUT OF N30.13E40.26, TRACT II  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 30 10.03 ACS OUT OF N30.13E40.26, TRACT III  
COLLINS SUBDIVISION BLK 85, 19.00 AC OUT OF 39.00 ACRES  
BLK 2587, 2588, CAPISALLO DISTRICT SUBDIVISION 11.0910 ACRES HB 670  
COLLINS SUBDIVISION S1/2 OF N1/2 BLK 85, 10.00 AC OUT OF 39.00 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 35 SE, 20.1700 ACRES  
COLLINS SUBDIVISION BLK 85, 10.00 AC OUT OF 29.00 ACRES  
BLK 2588, 2589, 2590, 2617 CAPISALLO DISTRICT SUBDIVISION 17.4407 OUT OF 868.3690 ACRES OF BLKS 2588, 2589, 2590, 2617  
COLLINS SUBDIVISION BLK 62 N, 8.340 ACRES  
COLLINS SUBDIVISION BLK PT 64, 1.665 AC OUT OF 39.4900 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 21 S, 1.0000 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 21 PTS20N61.84, 1.3000 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 25, 2.9000 ACRES  
COLLINS SUBDIVISION BLK 71 TRACTS 3-5, 26.6350 ACRES  
CAPISALLO DISTRICT SUBDIVISION BLOCKS 2583, 2584, 2587 THRU 2596, 2617 THRU 2628, 2648 THRU 2659, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 2680, 2681, 2682, 2683, 2684, 2685, 2686, 2687, 2688, 2689, 2690, 2691, 2692, 2693, 2694, 2695, 2696, 2697, 2698, 2699, 2700, 2701, 2702, 2703, 2704, 2705, 2706, 2707, 2708, 2709, 2710, 2711, 2712, 2713, 2714, 2715, 2716, 2717, 2718, 2719, 2720, 2721, 2722, 2723, 2724, 2725, 2726, 2727, 2728, 2729, 2730, 2731, 2732, 2733, 2734, 2735, 2736, 2737, 2738, 2739, 2740, 2741, 2742, 2743, 2744, 2745, 2746, 2747, 2748, 2749, 2750, 2751, 2752, 2753, 2754, 2755, 2756, 2757, 2758, 2759, 2760, 2761, 2762, 2763, 2764, 2765, 2766, 2767, 2768, 2769, 2770, 2771, 2772, 2773, 2774, 2775, 2776, 2777, 2778, 2779, 2780, 2781, 2782, 2783, 2784, 2785, 2786, 2787, 2788, 2789, 2790, 2791, 2792, 2793, 2794, 2795, 2796, 2797, 2798, 2799, 2800, 2801, 2802, 2803, 2804, 2805, 2806, 2807, 2808, 2809, 2810, 2811, 2812, 2813, 2814, 2815, 2816, 2817, 2818, 2819, 2820, 2821, 2822, 2823, 2824, 2825, 2826, 2827, 2828, 2829, 2830, 2831, 2832, 2833, 2834, 2835, 2836, 2837, 2838, 2839, 2840, 2841, 2842, 2843, 2844, 2845, 2846, 2847, 2848, 2849, 2850, 2851, 2852, 2853, 2854, 2855, 2856, 2857, 2858, 2859, 2860, 2861, 2862, 2863, 2864, 2865, 2866, 2867, 2868, 2869, 2870, 2871, 2872, 2873, 2874, 2875, 2876, 2877, 2878, 2879, 2880, 2881, 2882, 2883, 2884, 2885, 2886, 2887, 2888, 2889, 2890, 2891, 2892, 2893, 2894, 2895, 2896, 2897, 2898, 2899, 2900, 2901, 2902, 2903, 2904, 2905, 2906, 2907, 2908, 2909, 2910, 2911, 2912, 2913, 2914, 2915, 2916, 2917, 2918, 2919, 2920, 2921, 2922, 2923, 2924, 2925, 2926, 2927, 2928, 2929, 2930, 2931, 2932, 2933, 2934, 2935, 2936, 2937, 2938, 2939, 2940, 2941, 2942, 2943, 2944, 2945, 2946, 2947, 2948, 2949, 2950, 2951, 2952, 2953, 2954, 2955, 2956, 2957, 2958, 2959, 2960, 2961, 2962, 2963, 2964, 2965, 2966, 2967, 2968, 2969, 2970, 2971, 2972, 2973, 2974, 2975, 2976, 2977, 2978, 2979, 2980, 2981, 2982, 2983, 2984, 2985, 2986, 2987, 2988, 2989, 2990, 2991, 2992, 2993, 2994, 2995, 2996, 2997, 2998, 2999, 3000  
LOT 1 BLK 1 L.G. RANCH SUBDIVISION (2017 C1-3499 CCMR FILED 08/30/2016)  
CAMERON COUNTY DEVELOPMENT CO SUBD 19.8500 ACRES BLK 37 ABST 10  
LOT 15 BLK 1 SANTA ROSA GARDENS SUBDIVISION (CAB 1 SLOT 1878-A&B CCMR) (CAB 1 SLOT 1878-A&B CCMR)  
CAMERON COUNTY DEVELOPMENT CO SUBD PT BLK 25, 55.3600 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 19 PTSW 1/4 9.39ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 23 PTS1/2SW20, 7.04 ACRE OF 9.00 ACRES  
COLLINS SUBDIVISION BLK PT 64, 27.8240 AC OUT OF 37.825 AC OUT OF 39.4900 AC  
COLLINS SUBDIVISION BLK PT 64, 10.001 AC OUT OF 37.825 AC  
COLLINS SUBDIVISION 8.36 ACRES OUT OF BLK 70 (VOL 3 P. 19 CCMR)

CAMERON COUNTY DEVELOPMENT CO SUBD BLK 23 S10.07SE20.07, 10.0700 ACS  
BLK 2551 CAPISSALLO DISTRICT SUBDIVISION 2.5600 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 34 S10NW20, 8.8710 ACRES  
LOT 4 BLK 2 LONGORIA ACRES SUBDIVISION (CCMR C1-2973A 2-20-09)  
CAMERON COUNTY DEVELOPMENT CO SUBD PT BLK 26 PTN20., 1.6800 ACRES

**Attachment 16c**

***Order, resolution or ordinance establishing the reinvestment zone***

Not Applicable.

**Attachment 16d**

***Guidelines and criteria for creating the zone***

Not Applicable.

**Attachment 17**

***Signature and Certification Page signed and dated by Authorized School District Representative and Authorized Company Representative (applicant).***

Please 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

Angela Gonzalez

Print Name (Authorized School District Representative)

Superintendent

Title

sign here

Handwritten signature of Angela Gonzalez

Signature (Authorized School District Representative)

4.23.2019

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

Milton Howard

Print Name (Authorized Company Representative (Applicant))

Vice President of Renewable Development

Title

sign here

Handwritten signature of Milton Howard

Signature (Authorized Company Representative (Applicant))

04-23-2019

Date



(Notary Seal)

GIVEN under my hand and seal of office this, the

23rd day of April, 2019

Alexandria Alexis Hausman  
Notary Public in and for the State of Texas

My Commission expires: 08-09-2021

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.

**O'HANLON, DEMERATH & CASTILLO**

ATTORNEYS AND COUNSELORS AT LAW

808 WEST AVENUE  
AUSTIN, TEXAS 78701  
TELEPHONE: (512) 494-9949  
FACSIMILE: (512) 494-9919

June 27, 2019

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

RE: Amendment001 to the Santa Rosa Independent School District from Monte Alto  
Windpower, LLC

To the Local Government Assistance & Economic Analysis Division:

Enclosed is Amendment001 of the Application to Santa Rosa Independent School District  
from Monte Alto Windpower, LLC. The following changes have been made:

Section 9, Page 5/Schedule C

- The timeline indicates the applicant will begin hiring new employees 3<sup>rd</sup> Q 2020. Schedules C begins listing new QJs in year 2021. Please reconcile. Please submit a revised Section 9 or a revised Schedule C.

**Response: Updated Schedule C**

Tab 4

- Since the application is the Monte Alto Windpower, LLC project within the Santa Rosa ISD boundaries please include a few sentences describing the project.

**Response: Updated Tab 4 adding description of the Santa Rosa ISD portion of the project.**

Tab 5

- The discussion should be about the Monte Alto Windpower, LLC project within the Santa Rosa ISD boundaries.

**Response: Updated Tab 5 discussing the Santa Rosa ISD Project.**

Tabs 7 and 8

- In Tab 7 the description of qualified investment mentions a new electrical substation. In Tab 8 the description of qualified property mentions operations and maintenance building and electrical substation.
- Yet in the last paragraph of Tab 7 it states, "The proposed Operations and Maintenance building and electrical substation facility to be constructed will not be located within Santa Rosa ISD boundaries."
- If the new electrical substation will not become part of qualified investment and qualified property, please remove it from the descriptions and submit revised Tabs 7 and 8. Likewise if the O&M will not become part of qualified property please remove it from the description and submit a revised Tab 8.
- The last paragraph of Tab 8 mentions "All of the infrastructure will remain within the project boundary and within the Hidalgo and Cameron County Enterprise Zones." Santa Rosa ISD is within Cameron County. Please remove Hidalgo County from the description and submit a revised Tab 8.

**Response: Updated Tabs 7 and 8 showing the O&M and electrical substation are not part of the Qualified Property and Qualified Investment. Updated Tab 8 showing discussion only concerning Cameron County.**

Tab 11

- The maps provided shows the project boundary within Santa Rosa ISD boundary as not being contiguous. A project boundary must be contiguous. Please re-submit maps with a contiguous project boundary within Santa Rosa ISD boundary. Please also show the locations of the gen-tie and met towers.
- Please keep the maps to the project within Santa Rosa ISD boundaries. Including La Villa ISD which is right next to Santa Rosa ISD or including all four ISDs makes it harder to read the maps. Please remove them from the maps – I would keep one map that would show the location of the O&M building and new electrical substation.

**Response: Updated maps showing the O&M building and updated boundaries.**

Tab 16

- The legal description provided in Tab 16- is it specific to this project – Santa Rosa ISD – Monte Alto Windpower, LLC? Please confirm in the transmittal letter in the application amendment.

**Response: The legal description is specific to Santa Rosa ISD.**

Signature Page

- Please include a new signature page. On an application amendment, we do not need an original copy.

The Applicant has requested that a portion of Tab 11, specifically the detailed layout of the planned wind farm, be kept confidential until such time the Board votes to approve the application. In accordance with 34 TAC 9.1053, the information that is the subject of this request is segregated from the materials submitted contemporaneously with this application, that is, the proprietary commercial information regarding the competitive siting decisions for the possible project and proprietary information regarding the proposed layout of the project. The confidential materials are being submitted separately to protect against unintended disclosure. The maps depicting the planned location of the project display proprietary commercial information regarding the specific location of the possible project and the nature of the business that will be conducted at the site. The materials are protected by the trade secret exception set forth in Texas Government Code §552.110.

A copy of the application will be submitted to the Cameron County Appraisal District.

Sincerely,



Kevin O'Hanlon  
School District Consultant

Cc: Cameron County Appraisal District  
Monte Alto Windpower, LLC

## Attachment 4

### *Detailed description of the project.*

***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.***

Monte Alto Windpower, LLC, ("Monte Alto") is a special purpose entity formed to facilitate the development and commercialization of a utility-scale wind energy project. Terra-Gen, LLC, ("Terra-Gen") the exclusive developer of Monte Alto, is in the business of initiating, developing, producing and owning and operating electricity from renewable energy projects including wind, solar, and geothermal.

Terra-Gen currently has many projects in development across the United States and is evaluating other renewable energy project opportunities across the country.

Monte Alto Windpower, LLC was recently created for the purpose of interconnecting Monte Alto into the ERCOT market and there are no existing 312 or 313 agreements in place for this project. Monte Alto is requesting an appraised value limitation from Santa Rosa ISD for a proposed wind energy project using wind turbines and transmission located in Hidalgo and Cameron Counties. Monte Alto *will NOT* be requesting an appraised value of limitation for the portion of the project located within the La Feria ISD school district boundary. The wind farm and its associated infrastructure will be constructed within the jurisdiction of La Villa ISD, Mercedes ISD, Santa Rosa ISD, and La Feria ISD and located within Hidalgo & Cameron Counties, Texas. A map showing the location of the wind farm is included as Attachment 11a.

The wind farm will have an estimated capacity of 201 megawatts ("MW"). To construct the wind farm, Monte Alto expects: 88 wind turbines comprised of 82 wind turbines with a nameplate capacity of 2.2 Megawatts ("MW") and 6 wind turbines with a nameplate capacity of 3.45MW of which:

- 47 wind turbines being within the La Villa ISD boundaries,
- 15 wind turbines within the Mercedes ISD boundaries,
- 22 wind turbines within the Santa Rosa ISD boundaries, and
- 4 wind turbines within the La Feria ISD boundaries.

Specific to Santa Rosa ISD, the wind farm will have an estimated 48MW which is comprised of 22 wind turbines with a nameplate capacity of 2.2MW. The wind farm project within Santa Rosa ISD is a critical and invaluable portion of the project as a whole. Should the Limitation of Appraised Value Agreement for Santa Rosa ISD not be granted, then it is likely that Monte Alto Windpower would not be viable and would be forced to redeploy it's assets and capital to other states competing for similar wind projects.

In addition to the wind turbine generating units, there will be the supporting electrical collection system and roads to be constructed and improved as necessary, as well as a collection substation to permit the interconnection and transmission of electricity generated by the wind turbines, and an operations and maintenance building constructed within the Project's boundary.

Construction of the wind farm is expected to take approximately 12 months to complete, contingent upon favorable economics for the project.

While the wind regime for Monte Alto is very good, there are many favorable locations for wind projects that could be developed across the United States. Monte Alto has modeled its economics with an expectation that having a Limitation of Appraised Value Agreements with La Villa ISD, Mercedes ISD, and Santa Rosa ISD as a key and invaluable portion of the project.

In today's competitive energy market, project investors and power purchasers require wind energy projects to have secured tax incentives, so that they can compete with wind projects across the U.S. and can locate projects in a wide variety of locations should Monte Alto be unable to develop a competitive project in Texas that is able to generate returns sufficient to attract investment capital.

Wind farms are operating and under development in many states throughout the country. According to the American Wind Energy Association ("AWEA") there are now over 54,000 turbines with a combined capacity of 89,379 MW operating in 41 states within the United States, Guam and Puerto Rico. During 2017, the U.S. wind industry grew 9% adding 7,017 MW of new wind power capacity. During the first quarter of 2018, the U.S. wind industry installed an additional 406 MW of wind power capacity.

Wind Capacity by State



A graphic provided by AWEA demonstrates the national geographic diversity of capacity throughout the United States for 2017.

Clearly locations for the development of wind projects are abundant and the Applicant can locate a project in a wide variety of locations across the United States, should it be unable to develop a competitive project in Texas that is able to generate returns sufficient enough to attract investment capital.

Terra-Gen, the developer of Monte Alto Windpower, LLC, is a national developer of wind projects, and has operations across the US and states within the contiguous United States. As construction is one of the most significant costs in creating wind farm, the physical improvements of the Monte Alto, once completed, cannot be feasibly moved to another location. The wind

turbines and supporting infrastructure are long-lived assets engineered and designed specifically for this project location. The cost of installing the improvements on the site is substantial and the cost to remove, redesign, and relocate the improvements to a different location would be prohibitive.

Monte Alto Windpower, LLC was formed for the express purpose of developing a community sponsored wind farm that would help bring significant economic development to an area that is historically economically distressed. Terra-Gen identified Texas, and in particular Hidalgo & Cameron Counties, for its strong wind resource, access to available transmission capacity and the ERCOT market, and favorable property tax incentives under the Tax Code for Chapter 312 abatement and Chapter 313 Appraised Value Limitation.

Terra-Gen prefers to develop and build the proposed Monte Alto Windpower Project as described throughout this Application, but should it not be granted the limitation, then it is likely that Monte Alto Windpower would not be economically viable compared to other projects in development across the U.S.

As of April 2019, Monte Alto has no physical assets on site. Monte Alto has invested additional capital in an Interconnection Study with ERCOT, avian studies, environmental studies, federal aviation studies, and in leasing land for the project.

Should the Appraised Value Limitation be granted, Monte Alto has created a development and investment plan that is capitalized to implement the project. Without such a limitation the Project, competing against other Texas projects that have qualified, would likely be forced to redeploy its assets and capital to other states competing for similar wind projects.

## Attachment 5

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

**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.**

**2. Has the applicant entered into any agreements, contracts or letters of intent related to the proposed project?**

Monte Alto Windpower, LLC was formed in 2017. In support of its creation, the participating members of Terra-Gen, executed documents necessary to form the entity including an Operating Agreement and a Development Agreement with Monte Alto Windpower, LLC.

Terra-Gen has entered into the following representative agreements and contracts for the development of a project within La Villa ISD, Mercedes ISD, Santa Rosa ISD, and La Feria ISD and intends to assign these assets to Monte Alto Windpower, LLC.

Specifically, to Santa Rosa ISD the following are ongoing agreements with regard to the project as a whole and invaluable:

- Grants of leases and easements covering,
- Avian Study and contract,
- Bat Acoustic Study and contract,
- Threatened & Endangered Species Studies and contract,
- Enterprise Zone with Hidalgo County Commissioners Court
- Interconnection Application with ERCOT
- Federal Aviation Studies

**7. Is the applicant evaluating other locations not in Texas for the proposed project?**

Yes. Terra-Gen management team is uniquely qualified to develop and construct wind and other renewable energy projects in the United States. In North America, Terra-Gen currently operates over 2,000 MW of renewable energy projects. Based on this experience the management team evaluates all potential projects for feasibility, finance-ability, and the economic returns they represent in comparison to other project opportunities both OUTSIDE the State of Texas as WITHIN the State of Texas. Other locations being evaluated include, but are not limited to:

California Oklahoma Louisiana Colorado Wyoming Nevada

## Attachment 7

### *Description of Qualified Investment*

***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(7) (Tab 7).***

The Applicant is requesting an appraised value limitation on all of the property constructed or placed upon the real property within Santa Rosa ISD, which is located in Cameron County, Texas.

The property for which the Applicant is requesting an appraised value limitation shall include, but is NOT limited to, the following: up to 22 wind turbines, with a nameplate capacity of 2.2 MW and a combined total generating capacity of approximately 33 MW; up to 22 steel reinforced concrete foundations supporting the weight of each turbine tower; up to 22 electric power transformers; underground conductor cables used to transport electricity from each turbine tower to an electrical substation; and a new electrical substation interconnected to the AEP Rio Hondo to North Edinburg, 345kV transmission line located in Cameron and Hidalgo Counties.

Additionally, the map provided does not represent the final location of the improvements; however, all of the improvements that make up the amount of Qualified Investment will be made within the Project Investment Area as shown on Map Exhibit on Attachment 11a.

***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).***

Not Applicable. The proposed Operations and Maintenance building and electrical substation facility to be constructed will not be located within Santa Rosa ISD boundaries.

## Attachment 8

### *Description of Qualified Property*

Monte Alto Windpower, LLC plans to construct an estimated 48 MW wind farm within Santa Rosa ISD boundaries. Additional improvements of Qualified Property located within Santa Rosa ISD boundary include:

- 22 Wind Turbines with a nameplate capacity of 2.2 MW;
- 22 Wind Turbine Foundations;
- Several thousand feet of Transmission Collection System cable & Junction Boxes;
- Overhead Transmission and Interconnection infrastructure;
- All weather Road work sloped for drainage;

Monte Alto anticipates using 22 wind turbines with a nameplate capacity of 2.2 MW. Although final turbine selection and location of the infrastructure may change, all of equipment outlined above is expected to be located within Santa Rosa ISD boundaries. Current plans are to install turbines in one phase. Monte Alto has obtained grants of lease and easement covering approximately 4,315 acres within Santa Rosa ISD boundaries.

The exact placement of turbines is subject to ongoing planning, wind resource evaluation, engineering, land leasing, and turbine selection. The final number and location of turbines and supporting structures will be determined before construction begins. However, any changes in the number and location of turbines will not have a significant impact on the total investment. Monte Alto intends to connect to AEP Rio Hondo to North Edinburg, 345kV transmission line internal to the Project. All of the infrastructure will remain within the project boundary and within the Cameron County Enterprise Zone. The map in Attachment 11b shows the proposed project area with the anticipated improvement locations.

Attachment 11

*Maps that clearly show:*

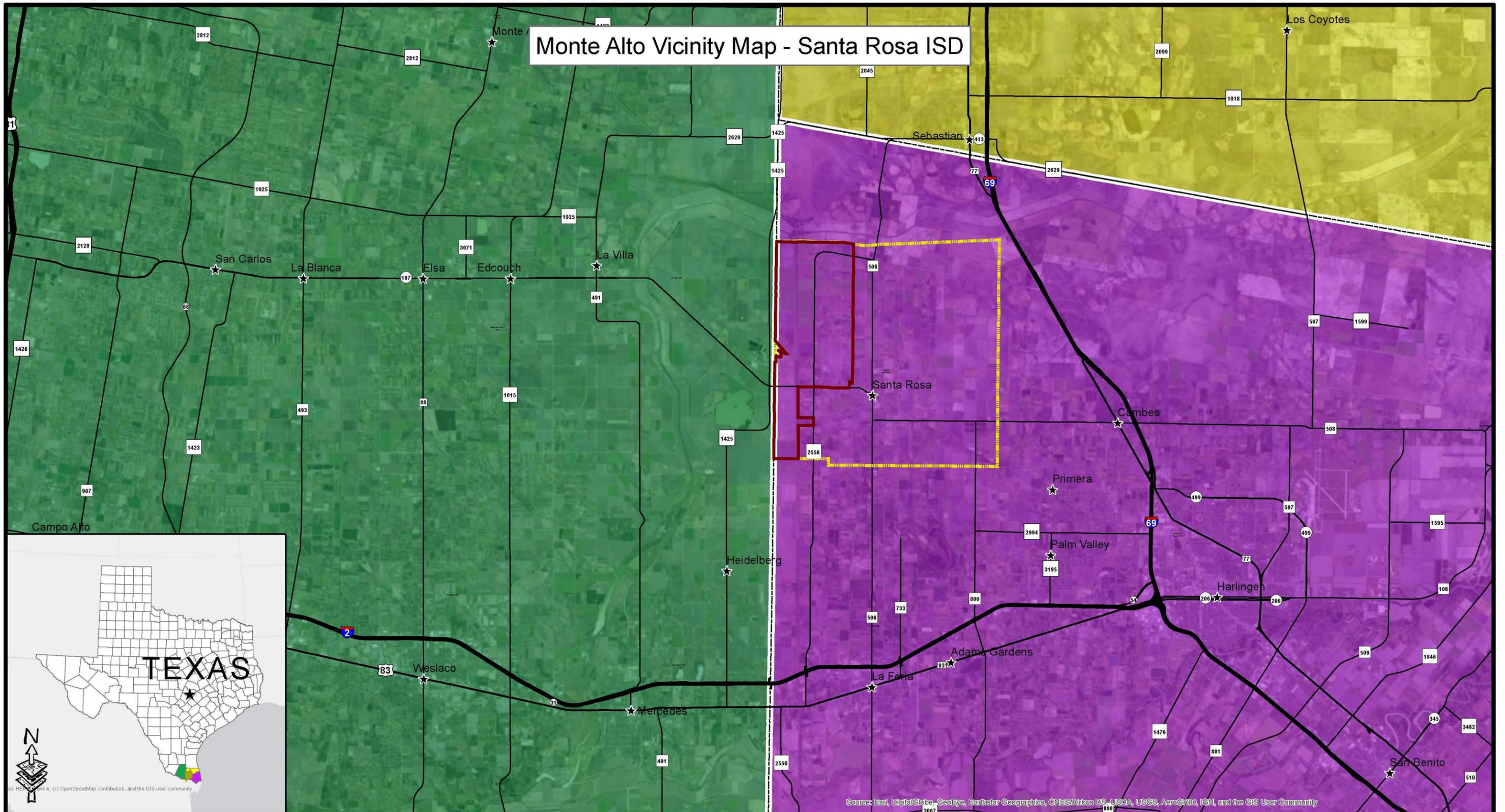
- a.) Project vicinity*
- b.) Qualified investment including location of tangible personal property to be placed in service during the qualifying time period and buildings to be constructed during the qualifying time period*
- c.) Qualified property including location of new buildings or new improvements*
- 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*

**Attachment 11a**

***a. Project vicinity***

Please see attached.

# Monte Alto Vicinity Map - Santa Rosa ISD



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



**Legend**

- ★ City
- ▭ Project Boundary
- ▭ County Line
- Cameron Co.
- Hidalgo Co.
- Willacy Co.

**Terra-Gen, LLC**  
**Monte Alto Project**  
 Phase 1 - 200MW

Project Location: Hidalgo & Cameron County, Texas

0 5,000 10,000 Feet

Draft-Subject to change

Prepared by: MBJ Date: 06/20/2019



www.terra-gen.com

April 18, 2019

**Re: Confidentiality of Maps Submitted with Monte Alto Windpower, LLC Chapter 313 Appraised Value Limitation Application with Santa Rosa ISD**

To Whom It May Concern:

As an attachment to the Monte Alto Windpower, LLC Chapter 313 Appraised Value Limitation Application submitted to Santa Rosa ISD on April 23, 2019 ("Application"), we designated certain maps, the Qualified Investment and Qualified Property maps (Attachments 11b & 11c), attached thereto ("Maps") as "Confidential". We submit this letter to comply with the requirements by which both Santa Rosa ISD and the Comptroller's office can withhold confidential or proprietary information from public release while the Application is pending. This letter is submitted to identify the documents for which confidentiality is sought and provide the specific reasons, stating why the material is believed to be confidential.

The Maps reflect the proposed specific site plan and the location of tangible personal property to be located on real property covered by the Application- all of which continue to be refined. In addition, and at this time, disclosure of the Maps could be potentially valuable to our competitors and any disclosure could negatively impact the project. The Maps include commercially valuable geological or geophysical information regarding the exploration or development of natural resources and is protected from disclosure under section 552.113 of the Texas Government Code.

As required, the Maps were submitted as segregated in the application from other information in the application and specifically notated as "Confidential".

It is our intention to complete negotiations relating to both the location of the property and the tangible personal property during the time the Application is pending and understand that the Maps can only remain confidential and withheld from public release unless and until the governing body of the school district acts on the application.

To the extent you have any questions regarding this letter, please contact me for further clarification.

Sincerely,

*Milt Howard*

Milton Howard  
Vice President of Renewable Development  
Terra-Gen Development Company, LLC

**Attachment 11b**

- b. Qualified investment including 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***

CONFIDENTIAL- FOR SEPARATE FILING

**Attachment 11c**

- c. Qualified property including location of new buildings or new improvements***

CONFIDENTIAL- FOR SEPARATE FILING

**Attachment 11d**

***d. Existing property***

Not Applicable.

**Attachment 11e**

***e. Land location within vicinity map***

Not Applicable.

**Attachment 11f**

- f. Reinvestment or Enterprise Zone within vicinity map, showing the actual or proposed boundaries and size***

Please see attached map below.



Schedule C: Employment Information

Date 6/25/2019  
 Applicant Name Monte Alto Windpower, LLC  
 ISD Name Santa Rosa 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 Number of Construction FTE's or man-hours (specify)	Column B Average annual wage rates for construction workers	Column C Number of non-qualifying jobs applicant estimates it will create (cumulative)	Column D Number of new qualifying jobs applicant commits to create meeting all criteria of Sec. 313.021(3) (cumulative)	Column E Average annual wage of new qualifying jobs
Pre-Year	0	2019-2020	2019					
Qualified Investment Period	1	2020-2021	2020	150 FTEs	\$ 36,049.00	0	2	\$ 40,867.32
	2	2021-2022	2021			0	2	\$ 40,867.32
Value Limitation Period <i>The qualifying time period could overlap the value limitation period.</i>	1	2022-2023	2022			0	2	\$ 40,867.32
	2	2023-2024	2023			0	2	\$ 40,867.32
	3	2024-2025	2024			0	2	\$ 40,867.32
	4	2025-2026	2025			0	2	\$ 40,867.32
	5	2026-2027	2026			0	2	\$ 40,867.32
	6	2027-2028	2027			0	2	\$ 40,867.32
	7	2028-2029	2028			0	2	\$ 40,867.32
	8	2029-2030	2029			0	2	\$ 40,867.32
	9	2030-2031	2030			0	2	\$ 40,867.32
	10	2031-2032	2031			0	2	\$ 40,867.32
Years Following Value Limitation Period	11 through 25	2032-2047	2032-2046			0	2	\$ 40,867.32

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)  Yes  No  
 qualifying jobs in Subchapter B districts, 10 qualifying jobs in Subchapter C districts)  
 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

**Attachment 17**

***Signature and Certification Page signed and dated by Authorized School District Representative and Authorized Company Representative (applicant).***

Please 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

Angela Gonzalez

Print Name (Authorized School District Representative)

sign here

Handwritten signature of Angela Gonzalez

Signature (Authorized School District Representative)

Superintendent

Title

06/26/2019

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

Milton Howard

Print Name (Authorized Company Representative (Applicant))

sign here

Handwritten signature of Milton Howard

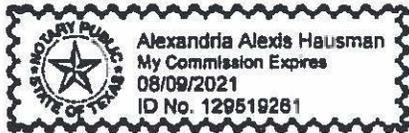
Signature (Authorized Company Representative (Applicant))

Vice President of Renewable Development

Title

06-12-2019

Date



(Notary Seal)

GIVEN under my hand and seal of office this, the

12th day of June 2019

Alexandria Alexis Hausman  
Notary Public in and for the State of Texas

My Commission expires 08-09-2021

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.

## Attachment B

### Franchise Tax Account Status



## Franchise Tax Account Status

As of : 09/24/2019 11:32:29

This page is valid for most business transactions but is not sufficient for filings with the Secretary of State

MONTE ALTO WINDPOWER, LLC	
<b>Texas Taxpayer Number</b>	32063809241
<b>Mailing Address</b>	437 MADISON AVE FL 22 NEW YORK, NY 10022-7036
<b>ⓘ Right to Transact Business in Texas</b>	ACTIVE
<b>State of Formation</b>	DE
<b>Effective SOS Registration Date</b>	05/19/2017
<b>Texas SOS File Number</b>	0802727184
<b>Registered Agent Name</b>	COGENCY GLOBAL INC
<b>Registered Office Street Address</b>	1601 ELM ST, STE 4360 DALLAS, TX 75201

## 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

September 6, 2019

Dr. Angela Gonzalez  
Superintendent  
Santa Rosa Independent School District  
P.O. Box 395  
Santa Rosa, Texas 78593

Re: Certificate for Limitation on Appraised Value of Property for School District  
Maintenance and Operations taxes by and between Santa Rosa Independent School  
District and Monte Alto Windpower, LLC, Application 1380

Dear Superintendent Gonzalez:

On July 11, 2019, the Comptroller issued written notice that Monte Alto Windpower, LLC (applicant) submitted a completed application (Application 1380) for a limitation on appraised value under the provisions of Tax Code Chapter 313.<sup>1</sup> This application was originally submitted on April 23, 2019, to the Santa Rosa 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.

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<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 1380.

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 July 11, 2019, 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,



FOR

Lisa Craven  
Deputy Comptroller

Enclosure

cc: Will Counihan

### Attachment A – Economic Impact Analysis

The following tables summarize the Comptroller’s economic impact analysis of Monte Alto Windpower, LLC (project) applying to Santa Rosa 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 Monte Alto Windpower, LLC.

Applicant	Monte Alto Windpower, LLC
Tax Code, 313.024 Eligibility Category	Renewable Energy Electric Generation
School District	Santa Rosa ISD
2017-2018 Average Daily Attendance	1,033
County	Cameron
Proposed Total Investment in District	\$57,097,000
Proposed Qualified Investment	\$57,097,000
Limitation Amount	\$15,000,000
Qualifying Time Period (Full Years)	2020-2021
Number of new qualifying jobs committed to by applicant	2*
Number of new non-qualifying jobs estimated by applicant	0
Average weekly wage of qualifying jobs committed to by applicant	\$785.91
Minimum weekly wage required for each qualifying job by Tax Code, 313.021(5)(B)	\$785.91
Minimum annual wage committed to by applicant for qualified jobs	\$40,867
Minimum weekly wage required for non-qualifying jobs	\$646
Minimum annual wage required for non-qualifying jobs	\$33,567
Investment per Qualifying Job	\$28,548,500
Estimated M&O levy without any limit (15 years)	\$6,171,794
Estimated M&O levy with Limitation (15 years)	\$3,147,536
Estimated gross M&O tax benefit (15 years)	\$3,024,259

\* 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 Monte Alto Windpower, LLC (modeled).

Year	Employment			Personal Income		
	Direct	Indirect + Induced	Total	Direct	Indirect + Induced	Total
2020	152	161	313	\$5,489,085	\$15,169,940	\$20,659,025
2021	2	25	26,9498	\$81,735	\$3,254,357	\$3,336,091
2022	2	13	15	\$81,735	\$2,233,133	\$2,314,868
2023	2	3	5	\$81,735	\$1,324,719	\$1,406,454
2024	2	(2)	0	\$81,735	\$712,596	\$794,331
2025	2	(4)	-2	\$81,735	\$359,875	\$441,610
2026	2	(4)	-2	\$81,735	\$192,150	\$273,884
2027	2	(3)	-1	\$81,735	\$159,582	\$241,317
2028	2	(2)	0	\$81,735	\$211,436	\$293,171
2029	2	(0)	2	\$81,735	\$310,171	\$391,905
2030	2	1	3	\$81,735	\$433,488	\$515,223
2031	2	3	5	\$81,735	\$556,176	\$637,911
2032	2	3	5	\$81,735	\$612,492	\$694,227
2033	2	4	6	\$81,735	\$682,167	\$763,902
2034	2	4	6	\$81,735	\$741,215	\$822,950
2035	2	4	6	\$81,735	\$789,468	\$871,203
2036	2	4	6	\$81,735	\$813,983	\$895,718

Source: CPA REMI, Monte Alto Windpower, LLC

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

Year	Estimated Taxable Value for I&S	Estimated Taxable Value for M&O	Tax Rate*	Santa Rosa ISD I&S Tax Levy	Santa Rosa ISD M&O Tax Levy	Santa Rosa ISD M&O and I&S Tax Levies	Cameron County Tax Levy	Emergency Services District #1 Tax Levy	South Texas ISD Tax Levy	Estimated Total Property Taxes
				<b>0.27697</b>	<b>1.0600</b>		<b>0.41689</b>	<b>0.089392</b>	<b>0.0492</b>	
2022	\$54,242,150	\$54,242,150		\$150,232	\$574,967	\$725,199	\$226,132	\$48,488	\$26,687	\$999,818
2023	\$51,530,043	\$51,530,043		\$142,720	\$546,218	\$688,939	\$214,825	\$46,064	\$25,353	\$949,828
2024	\$48,953,540	\$48,953,540		\$135,584	\$518,908	\$654,492	\$204,084	\$43,761	\$24,085	\$902,336
2025	\$46,505,863	\$46,505,863		\$128,805	\$492,962	\$621,767	\$193,880	\$41,573	\$22,881	\$857,219
2026	\$44,180,570	\$44,180,570		\$122,365	\$468,314	\$590,679	\$184,186	\$39,494	\$21,737	\$814,358
2027	\$41,971,542	\$41,971,542		\$116,246	\$444,898	\$561,145	\$174,976	\$37,519	\$20,650	\$773,640
2028	\$39,872,965	\$39,872,965		\$110,434	\$422,653	\$533,088	\$166,228	\$35,643	\$19,617	\$734,958
2029	\$37,879,316	\$37,879,316		\$104,912	\$401,521	\$506,433	\$157,916	\$33,861	\$18,637	\$698,210
2030	\$35,985,351	\$35,985,351		\$99,667	\$381,445	\$481,112	\$150,020	\$32,168	\$17,705	\$663,300
2031	\$34,186,083	\$34,186,083		\$94,683	\$362,372	\$457,056	\$142,519	\$30,560	\$16,820	\$630,135
2032	\$32,476,779	\$32,476,779		\$89,949	\$344,254	\$434,203	\$135,393	\$29,032	\$15,979	\$598,628
2033	\$30,852,940	\$30,852,940		\$85,452	\$327,041	\$412,493	\$128,624	\$27,580	\$15,180	\$568,697
2034	\$29,310,293	\$29,310,293		\$81,179	\$310,689	\$391,868	\$122,193	\$26,201	\$14,421	\$540,262
2035	\$27,844,778	\$27,844,778		\$77,120	\$295,155	\$372,275	\$116,083	\$24,891	\$13,700	\$513,249
2036	\$26,452,539	\$26,452,539		\$73,264	\$280,397	\$353,661	\$110,279	\$23,646	\$13,015	\$487,586
			<b>Total</b>	<b>\$1,612,614</b>	<b>\$6,171,794</b>	<b>\$7,784,409</b>	<b>\$2,427,338</b>	<b>\$520,480</b>	<b>\$286,464</b>	<b>\$10,732,226</b>

Source: CPA, Monte Alto Windpower, LLC

\*Tax Rate per \$100 Valuation

**Table 4** examines the estimated direct impact on ad valorem taxes to the school district, Cameron County, Emergency Services District #1 and South Texas ISD, 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.

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

Year	Estimated Taxable Value for I&S	Estimated Taxable Value for M&O	Tax Rate*	Santa Rosa ISD I&S Tax Levy	Santa Rosa ISD M&O Tax Levy	Santa Rosa ISD M&O and I&S Tax Levies	Cameron County Tax Levy	Emergency Services District #1 Tax Levy	South Texas ISD Tax Levy	Estimated Total Property Taxes
				<b>0.27697</b>	<b>1.0600</b>		<b>0.41689</b>	<b>0.089392</b>	<b>0.0492</b>	
2022	\$54,242,150	\$15,000,000		\$150,232	\$159,000	\$309,232	\$45,226	\$48,488	\$26,687	\$402,946
2023	\$51,530,043	\$15,000,000		\$142,720	\$159,000	\$301,720	\$42,965	\$46,064	\$25,353	\$390,749
2024	\$48,953,540	\$15,000,000		\$135,584	\$159,000	\$294,584	\$40,817	\$43,761	\$24,085	\$379,161
2025	\$46,505,863	\$15,000,000		\$128,805	\$159,000	\$287,805	\$38,776	\$41,573	\$22,881	\$368,153
2026	\$44,180,570	\$15,000,000		\$122,365	\$159,000	\$281,365	\$36,837	\$39,494	\$21,737	\$357,696
2027	\$41,971,542	\$15,000,000		\$116,246	\$159,000	\$275,246	\$34,995	\$37,519	\$20,650	\$347,761
2028	\$39,872,965	\$15,000,000		\$110,434	\$159,000	\$269,434	\$33,246	\$35,643	\$19,617	\$338,323
2029	\$37,879,316	\$15,000,000		\$104,912	\$159,000	\$263,912	\$31,583	\$33,861	\$18,637	\$329,357
2030	\$35,985,351	\$15,000,000		\$99,667	\$159,000	\$258,667	\$30,004	\$32,168	\$17,705	\$320,839
2031	\$34,186,083	\$15,000,000		\$94,683	\$159,000	\$253,683	\$28,504	\$30,560	\$16,820	\$312,747
2032	\$32,476,779	\$32,476,779		\$89,949	\$344,254	\$434,203	\$135,393	\$29,032	\$15,979	\$598,628
2033	\$30,852,940	\$30,852,940		\$85,452	\$327,041	\$412,493	\$128,624	\$27,580	\$15,180	\$568,697
2034	\$29,310,293	\$29,310,293		\$81,179	\$310,689	\$391,868	\$122,193	\$26,201	\$14,421	\$540,262
2035	\$27,844,778	\$27,844,778		\$77,120	\$295,155	\$372,275	\$116,083	\$24,891	\$13,700	\$513,249
2036	\$26,452,539	\$26,452,539		\$73,264	\$280,397	\$353,661	\$110,279	\$23,646	\$13,015	\$487,586
			<b>Total</b>	<b>\$1,612,614</b>	<b>\$3,147,536</b>	<b>\$4,760,150</b>	<b>\$975,525</b>	<b>\$520,480</b>	<b>\$286,464</b>	<b>\$6,256,155</b>
			<b>Diff</b>	<b>\$0</b>	<b>\$3,024,259</b>	<b>\$3,024,259</b>	<b>\$1,451,813</b>	<b>\$0</b>	<b>\$0</b>	<b>\$4,476,072</b>

Assumes School Value Limitation and Tax Abatement with the County.

Source: CPA, Monte Alto Windpower, 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 Monte Alto Windpower, 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.

	Tax Year	Estimated ISD M&O Tax Levy Generated (Annual)	Estimated ISD M&O Tax Levy Generated (Cumulative)	Estimated ISD M&O Tax Levy Loss as Result of Agreement (Annual)	Estimated ISD M&O Tax Levy Loss as Result of Agreement (Cumulative)
<b>Limitation Pre-Years</b>	2019	\$0	\$0	\$0	\$0
	2020	\$604,200	\$604,200	\$0	\$0
	2021	\$1,028	\$605,228	\$0	\$0
<b>Limitation Period (10 Years)</b>	2022	\$159,000	\$764,228	\$415,967	\$415,967
	2023	\$159,000	\$923,228	\$387,218	\$803,185
	2024	\$159,000	\$1,082,228	\$359,908	\$1,163,093
	2025	\$159,000	\$1,241,228	\$333,962	\$1,497,055
	2026	\$159,000	\$1,400,228	\$309,314	\$1,806,369
	2027	\$159,000	\$1,559,228	\$285,898	\$2,092,267
	2028	\$159,000	\$1,718,228	\$263,653	\$2,355,921
	2029	\$159,000	\$1,877,228	\$242,521	\$2,598,441
	2030	\$159,000	\$2,036,228	\$222,445	\$2,820,886
	2031	\$159,000	\$2,195,228	\$203,372	\$3,024,259
<b>Maintain Viable Presence (5 Years)</b>	2032	\$344,254	\$2,539,482	\$0	\$3,024,259
	2033	\$327,041	\$2,866,523	\$0	\$3,024,259
	2034	\$310,689	\$3,177,212	\$0	\$3,024,259
	2035	\$295,155	\$3,472,367	\$0	\$3,024,259
	2036	\$280,397	\$3,752,764	\$0	\$3,024,259
<b>Additional Years as Required by 313.026(c)(1) (10 Years)</b>	2037	\$266,377	\$4,019,141	\$0	\$3,024,259
	2038	\$253,058	\$4,272,199	\$0	\$3,024,259
	2039	\$240,405	\$4,512,604	\$0	\$3,024,259
	2040	\$228,385	\$4,740,990	\$0	\$3,024,259
	2041	\$216,966	\$4,957,955	\$0	\$3,024,259
	2042	\$206,118	\$5,164,073	\$0	\$3,024,259
	2043	\$195,812	\$5,359,884	\$0	\$3,024,259
	2044	\$186,021	\$5,545,905	\$0	\$3,024,259
	2045	\$176,720	\$5,722,625	\$0	\$3,024,259
	2046	\$167,884	\$5,890,509	\$0	\$3,024,259

**\$5,890,509**

is greater than

**\$3,024,259**

<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?	<b>Yes</b>

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, Monte Alto Windpower, 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 Monte Alto Windpower, 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 Monte Alto Windpower, LLC in Tab 5 of their Application for a Limitation on Appraised Value:
  - A. “Terra-Gen management team is uniquely qualified to develop and construct wind and other renewable energy projects in the United States. In North America, Terra-Gen currently operates over 2,000 MW of renewable energy projects. Based on this experience the management team evaluates all potential projects for feasibility, finance-ability, and the economic returns they represent in comparison to other project opportunities both OUTSIDE the State of Texas as WITHIN the State of Texas. Other locations being evaluated include, but are not limited to: California, Oklahoma, Louisiana, Colorado, Wyoming and Nevada.”
  - B. “For these reasons, Terra-Gen studies and evaluates various competing sites throughout the market areas across the U.S. where wind development is attractive. Without a Value Limitation program, Terra-Gen would seek to move to alternative sites outside of the State of Texas.”
  - C. “Therefore, a 313 Limitation of Appraised Value Agreement is a vital tax incentive necessary to ensure the Project is economically competitive with other wind projects with similar incentives. Without the requested value limitation, the Monte Alto Project will be unable to generate sufficient operating margins and net income to produce economically competitive energy and associate returns necessary to attract tax and sponsor equity investment. Such third-party investment is mandatory to finance the projected capital costs of approximately \$228.388M needed to purchase wind turbines and other infrastructure, and to fund the construction of the facility.”
- Per Monte Alto Windpower, LLC in Tab 4 of their Application for a Limitation on Appraised Value:
  - A. “Specific to Santa Rosa ISD, the wind farm will have an estimated 48MW which is comprised of 22 wind turbines with a nameplate capacity of 2.2MW. The wind farm project within Santa Rosa ISD is a critical and invaluable portion of the project as a whole. Should the Limitation of Appraised Value Agreement for Santa Rosa ISD not be granted, then it is likely that Monte Alto Windpower

would not be viable and would be forced to redeploy [its] assets and capital to other states competing for similar wind projects.”

- Per Monte Alto Windpower, LLC in Tab 4 of their Application for a Limitation on Appraised Value:
  - A. “Terra-Gen, LLC, (“Terra-Gen”) the exclusive developer of Monte Alto, is in the business of initiating, developing, producing and owning and operating electricity from renewable energy projects including wind, solar, and geothermal.”
  - B. “Terra-Gen prefers to develop and build the proposed Monte Alto Windpower Project as described throughout this Application but should it not be granted the limitation, then it is likely that Monte Alto Windpower would not be economically viable compared to other projects in development across the U.S.”
- According to an Energy Capital Partners news release dated September 1, 2015, “Energy Capital Partners today announced it closed on the acquisition of Terra-Gen, LLC, the owner, operator and developer of utility-scale renewable and clean energy assets. Located throughout the western United States, Terra-Gen’s 653 MW portfolio spans 21 facilities and includes a diverse mix of wind (497 MW), solar thermal (89 MW) and geothermal (67 MW) plants. The assets are located primarily in California, with additional capacity located in Nevada, Wyoming, Texas, Colorado and Minnesota and are characterized by an exceptionally strong operating track record.”
- Per Monte Alto Windpower, LLC in Tab 4, the Santa Rosa ISD Monte Alto Windpower, LLC project is one piece of a larger project/wind farm. As noted in Tab 4 of their Application for a Limitation on Appraised Value:
  - A. “The wind farm and its associated infrastructure will be constructed within the jurisdiction of La Villa ISD, Mercedes ISD, Santa Rosa ISD, and La Feria ISD and located within Hidalgo & Cameron Counties, Texas.”
  - B. “The wind farm will have an estimated capacity of 201 megawatts [MW]. To construct the wind farm, Monte Alto expects 88 wind turbines.”
    - “47 wind turbines being within the La Villa ISD boundaries,”
    - “15 wind turbines within the Mercedes ISD boundaries,”
    - “22 wind turbines within the Santa Rosa ISD boundaries, and”
    - “4 wind turbines within the La Feria ISD boundaries.”
- A July 3, 2019 *Dallas Business Journal* article discussed Terra-Gen’s wind projects that span multiple counties and districts including the Monte Alto Wind project:
  - A. “Private equity-funded Terra-Gen LLC plans to build four wind farms with a total investment of \$912 million across 55,000 acres in Cameron, Hidalgo and Starr counties. The company has agreed to create 150 to 200 construction jobs for each farm as well as eight to 10 permanent jobs once the facilities are built, according to documents submitted in February to South Texas College.”
  - B. “Terra-Gen submitted the documents as part of its request for a property tax cut from the community college. The college granted the request on June 25, though at a lower rate than the \$2 million per project that the company requested. While some of Terra-Gen’s projects are awaiting decisions on further tax cuts from local school boards, the company plans to break ground on two of the farms this year, with all four to be completed by third quarter 2021.”
  - C. “Each Terra-Gen farm is expected to include 61 to 90 turbines with a power capacity of about 200 megawatts each.”
- The applicant is seeking tax abatements with South Texas College according to the discussion material for the South Texas College Board of Trustee’s Finance. Audit, and Human Resources Committee on March 19, 2019. In the past, the Monte Alto project was referred to as West Willacy Windpower, LLC.
  - A. “The improvements for West Willacy Windpower, LLC (Monte Alto), will consist of a proposed wind power generation facility located in Hidalgo and Cameron Counties, expected to be comprised of 201 megawatts of power of which 143 megawatts of nameplate capacity will be located in Hidalgo County. Construction will begin no later than 4th quarter of 2019 and it is currently anticipated that construction will be completed by the 4th quarter of 2020. The improvements are expected to have an estimated total value of approximately \$223,388,000 of

which approximately \$175,000,000 will be in Hidalgo County and approximately \$48,388,000 will be in Cameron County. The actual value of the improvements will be determined by an appraisal from the Hidalgo County and Cameron County Appraisal Districts.”

- B. “The improvements for West Willacy Windpower, LLC (Monte Alto) are expected to include approximately 61 wind turbines; 54 with a nameplate capacity of 2.2 megawatts and 7 with a nameplate capacity of 3.45 megawatts, although the exact number may vary substantially depending on factors such as the type of turbines used and site wind characteristics.”
- C. “West Willacy Windpower, LLC (“Monte Alto”) is a Renewable Energy project located in Hidalgo & Cameron Counties, Texas within the Mercedes ISD, Santa Rosa ISD, La Villa ISD and La Feria ISD boundaries to be located central to State Hwy 107 & FM 1425 (“Kika De La Garza”). Monte Alto seeks to develop and interconnect 201 megawatts (“MW”) of power into the ERCOT market via interconnect into the AEP 345 kV Rio Hondo line to North Edinburg Substation.”
- An March 2019 Generator Interconnection Status Report issued by ERCOT, released April 1, 2019, includes a section that details those projects for which a Full Interconnection Study (FIS) has been requested.
  - A. Project Attributes: 19INR0022 (GINR Reference Number); Monte Alto I (Project Name); SS Completed, Full Interconnection Study Started, No Interconnection Agreement (GINR Study Phase); Terra-Gen (Interconnecting Entity); tap 345kV 8318 Rio Hondo - 8383 N Edinburg (Point of Interconnection Location); Willacy (County); COASTAL (CDR Reporting Zone); 10/12/2020 (Projected Commercial Operation Date); WIN (Fuel); WT (Technology); 223.8 (Capacity);
  - B. Changes from Last Report: Proj Name, MW Size, Commercial Operation Date (Change indicators: Proj Name, MW Size, COD, SFS/NtP, FIS Request)
- Supplemental Information provided by the applicant indicated the following:
  - A. Is this project known by any specific names not otherwise mentioned in this application?  
*Formerly known as West Willacy Windpower, LLC.*
  - 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. *Formerly known as West Willacy Windpower, LLC.*
  - C. Has this project applied to ERCOT at this time? If so, please provide the project’s GINR number and when was it assigned. As a follow-up I want to know if the project has a different GINR number assigned to it since this portion of project is in Cameron County. *Yes, GINR Number: 19INR0022; Assigned: April 1, 2019. [It] is the same GINR number. This project will all be interconnected back to the same point, even though it spans across multiple counties.*
    - \*In the response for #1352 La Villa ISD-Monte Alto Windpower, LLC it was reported the GINR # assigned on 7/06/2017.

### **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

## Attachment 5

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

***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.***

### **2. Has the applicant entered into any agreements, contracts or letters of intent related to the proposed project?**

Monte Alto Windpower, LLC was formed in 2017. In support of its creation, the participating members of Terra-Gen, executed documents necessary to form the entity including an Operating Agreement and a Development Agreement with Monte Alto Windpower, LLC.

Terra-Gen has entered into the following representative agreements and contracts for the development of a project within La Villa ISD, Mercedes ISD, Santa Rosa ISD, and La Feria ISD and intends to assign these assets to Monte Alto Windpower, LLC:

- Grants of leases and easements covering,
- Avian Study and contract,
- Bat Acoustic Study and contract,
- Threatened & Endangered Species Studies and contract,
- Enterprise Zone with Hidalgo County Commissioners Court
- Interconnection Application with ERCOT
- Federal Aviation Studies

### **7. Is the applicant evaluating other locations not in Texas for the proposed project?**

Yes. Terra-Gen management team is uniquely qualified to develop and construct wind and other renewable energy projects in the United States. In North America, Terra-Gen currently operates over 2,000 MW of renewable energy projects. Based on this experience the management team evaluates all potential projects for feasibility, finance-ability, and the economic returns they represent in comparison to other project opportunities both OUTSIDE the State of Texas as WITHIN the State of Texas. Other locations being evaluated include, but are not limited to:

California  
Oklahoma  
Louisiana  
Colorado  
Wyoming  
Nevada

For these reasons, Terra-Gen studies and evaluates various competing sites throughout the market areas across the U.S. where wind development is attractive. Without a Value Limitation program, Terra-Gen would seek to move to alternative sites outside of the State of Texas.

Monte Alto is currently in a period of assessment to determine whether the identified site within La Villa ISD, Mercedes ISD, Santa Rosa ISD, and La Feria ISD represents the best location or whether redeployment of its development resources and capital to other power markets in the United States is more advisable. As such, the development resources necessary to advance the Project for a planned 201 MW could be redeployed to other renewable energy development projects in other power markets in the United States.

Therefore, a 313 Limitation of Appraised Value Agreement is a vital tax incentive necessary to ensure the Project is economically competitive with other wind projects with similar incentives. Without the requested value limitation, the Monte Alto Project will be unable to generate sufficient operating margins and net income to produce economically competitive energy and associate returns necessary to attract tax and sponsor equity investment. Such third-party investment is mandatory to finance the projected capital costs of approximately \$228.388M needed to purchase wind turbines and other infrastructure, and to fund the construction of the facility.

**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?**

The information provided in this Attachment and throughout the Application has been assembled to provide the reviewer with the best possible information to make an assessment and determination of the critical nature of the Limitation on Appraised Value to the feasibility of the Project.

**Attachment 5**

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

***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.***

**2. Has the applicant entered into any agreements, contracts or letters of intent related to the proposed project?**

Monte Alto Windpower, LLC was formed in 2017. In support of its creation, the participating members of Terra-Gen, executed documents necessary to form the entity including an Operating Agreement and a Development Agreement with Monte Alto Windpower, LLC.

Terra-Gen has entered into the following representative agreements and contracts for the development of a project within La Villa ISD, Mercedes ISD, Santa Rosa ISD, and La Feria ISD and intends to assign these assets to Monte Alto Windpower, LLC.

Specifically, to Santa Rosa ISD the following are ongoing agreements with regard to the project as a whole and invaluable:

- Grants of leases and easements covering,
- Avian Study and contract,
- Bat Acoustic Study and contract,
- Threatened & Endangered Species Studies and contract,
- Enterprise Zone with Hidalgo County Commissioners Court
- Interconnection Application with ERCOT
- Federal Aviation Studies

**7. Is the applicant evaluating other locations not in Texas for the proposed project?**

Yes. Terra-Gen management team is uniquely qualified to develop and construct wind and other renewable energy projects in the United States. In North America, Terra-Gen currently operates over 2,000 MW of renewable energy projects. Based on this experience the management team evaluates all potential projects for feasibility, finance-ability, and the economic returns they represent in comparison to other project opportunities both OUTSIDE the State of Texas as WITHIN the State of Texas. Other locations being evaluated include, but are not limited to:

California Oklahoma Louisiana Colorado Wyoming Nevada

# **Supporting Information**

Additional information  
provided by the Applicant or  
located by the Comptroller

#### Attachment 4

##### ***Detailed description of the project.***

***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.***

Monte Alto Windpower, LLC, ("Monte Alto") is a special purpose entity formed to facilitate the development and commercialization of a utility-scale wind energy project. Terra-Gen, LLC, ("Terra-Gen") the exclusive developer of Monte Alto, is in the business of initiating, developing, producing and owning and operating electricity from renewable energy projects including wind, solar, and geothermal.

Terra-Gen currently has many projects in development across the United States and is evaluating other renewable energy project opportunities across the country.

Monte Alto Windpower, LLC was recently created for the purpose of interconnecting Monte Alto into the ERCOT market and there are no existing 312 or 313 agreements in place for this project. Monte Alto is requesting an appraised value limitation from Santa Rosa ISD for a proposed wind energy project using wind turbines and transmission located in Hidalgo and Cameron Counties. Monte Alto *will NOT* be requesting an appraised value of limitation for the portion of the project located within the La Feria ISD school district boundary. The wind farm and its associated infrastructure will be constructed within the jurisdiction of La Villa ISD, Mercedes ISD, Santa Rosa ISD, and La Feria ISD and located within Hidalgo & Cameron Counties, Texas. A map showing the location of the wind farm is included as Attachment 11a.

The wind farm will have an estimated capacity of 201 megawatts ("MW"). To construct the wind farm, Monte Alto expects: 88 wind turbines comprised of 82 wind turbines with a nameplate capacity of 2.2 Megawatts ("MW") and 6 wind turbines with a nameplate capacity of 3.45MW of which:

- 47 wind turbines being within the La Villa ISD boundaries,
- 15 wind turbines within the Mercedes ISD boundaries,
- 22 wind turbines within the Santa Rosa ISD boundaries, and
- 4 wind turbines within the La Feria ISD boundaries.

Specific to Santa Rosa ISD, the wind farm will have an estimated 48MW which is comprised of 22 wind turbines with a nameplate capacity of 2.2MW. The wind farm project within Santa Rosa ISD is a critical and invaluable portion of the project as a whole. Should the Limitation of Appraised Value Agreement for Santa Rosa ISD not be granted, then it is likely that Monte Alto Windpower would not be viable and would be forced to redeploy it's assets and capital to other states competing for similar wind projects.

In addition to the wind turbine generating units, there will be the supporting electrical collection system and roads to be constructed and improved as necessary, as well as a collection substation to permit the interconnection and transmission of electricity generated by the wind turbines, and an operations and maintenance building constructed within the Project's boundary.

Construction of the wind farm is expected to take approximately 12 months to complete, contingent upon favorable economics for the project.

While the wind regime for Monte Alto is very good, there are many favorable locations for wind projects that could be developed across the United States Monte Alto has modeled its economics with an expectation that having a Limitation of Appraised Value Agreements with La Villa ISD, Mercedes ISD, and Santa Rosa ISD as a key and invaluable portion of the project.

In today's competitive energy market, project investors and power purchasers require wind energy projects to have secured tax incentives, so that they can compete with wind projects across the U.S. and can locate projects in a wide variety of locations should Monte Alto be unable to develop a competitive project in Texas that is able to generate returns sufficient to attract investment capital.

Wind farms are operating and under development in many states throughout the country.

According to the American Wind Energy Association ("AWEA") there are now over 54,000 turbines with a combined capacity of 89,379 MW operating in 41 states within the United States, Guam and Puerto Rico. During 2017, the U.S. wind industry grew 9% adding 7,017 MW of new wind power capacity. During the first quarter of 2018, the U.S. wind industry installed an additional 406 MW of wind power capacity.

Wind Capacity by State



A graphic provided by AWEA demonstrates the national geographic diversity of capacity throughout the United States for 2017.

Clearly locations for the development of wind projects are abundant and the Applicant can locate a project in a wide variety of locations across the United States, should it be unable to develop a competitive project in Texas that is able to generate returns sufficient enough to attract investment capital.

Terra-Gen, the developer of Monte Alto Windpower, LLC, is a national developer of wind projects, and has operations across the US and states within the contiguous United States. As construction is one of the most significant costs in creating wind farm, the physical improvements of the Monte Alto, once completed, cannot be feasibly moved to another location. The wind

turbines and supporting infrastructure are long-lived assets engineered and designed specifically for this project location. The cost of installing the improvements on the site is substantial and the cost to remove, redesign, and relocate the improvements to a different location would be prohibitive.

Monte Alto Windpower, LLC was formed for the express purpose of developing a community sponsored wind farm that would help bring significant economic development to an area that is historically economically distressed. Terra-Gen identified Texas, and in particular Hidalgo & Cameron Counties, for its strong wind resource, access to available transmission capacity and the ERCOT market, and favorable property tax incentives under the Tax Code for Chapter 312 abatement and Chapter 313 Appraised Value Limitation.

Terra-Gen prefers to develop and build the proposed Monte Alto Windpower Project as described throughout this Application, but should it not be granted the limitation, then it is likely that Monte Alto Windpower would not be economically viable compared to other projects in development across the U.S.

As of April 2019, Monte Alto has no physical assets on site. Monte Alto has invested additional capital in an Interconnection Study with ERCOT, avian studies, environmental studies, federal aviation studies, and in leasing land for the project.

Should the Appraised Value Limitation be granted, Monte Alto has created a development and investment plan that is capitalized to implement the project. Without such a limitation the Project, competing against other Texas projects that have qualified, would likely be forced to redeploy its assets and capital to other states competing for similar wind projects.



# Energy Capital Partners Closes on Acquisition of Terra-Gen, LLC

Sep 01, 2015



Energy Capital Partners today announced it closed on the acquisition of Terra-Gen, LLC, the owner, operator and developer of utility-scale renewable and clean energy assets. Located throughout the western United States, Terra-Gen's 653 MW portfolio spans 21 facilities and includes a diverse mix of wind (497 MW), solar thermal (89 MW) and geothermal (67 MW) plants. The assets are located primarily in California, with additional capacity located in Nevada, Wyoming, Texas, Colorado and Minnesota and are characterized by an exceptionally strong operating track record.

The Terra-Gen business is highlighted by its premier operating wind portfolio located primarily in Tehachapi and Palm Springs, California. Adjacent to the Los Angeles load pocket, these two regions boast some of the state's best wind resources along with a recently upgraded transmission infrastructure, which allows Terra-Gen to directly deliver renewable power to end markets from San Francisco to San Diego.

In addition to the wind portfolio, Terra-Gen owns the 67 MW Reno, NV based Dixie Valley geothermal facility along with an 89 MW (50% ownership) stake in the SEGS VIII & IX solar thermal facilities. Both the Dixie Valley and SEGS projects operate under long term off-take agreements with Southern California Edison and combine to provide a stable and predictable base of cash flows for the business.

The Terra-Gen portfolio is managed by a team consisting of 185 employees led by highly regarded industry veterans Jim Pagano (CEO) and John O'Connor (CFO), who have built a track record of success while working together at both Terra-Gen and prior ventures.

About Terra-Gen Terra-Gen, LLC is a renewable energy company focused on developing, owning, and operating utility-scale wind, geothermal, and solar generation. Terra-Gen's subsidiaries are responsible for the operation and maintenance of over 2,000 MWs of renewable projects. The company primarily sells the output of the renewable energy projects to utilities and power cooperatives under long-term power purchase agreements. Terra-Gen continues to expand operations in renewable generation through a combination of acquisitions of operating projects, development of new projects and partnering on mid and late stage development opportunities. For more information, please visit [www.terra-gen.com](http://www.terra-gen.com).

About Energy Capital Partners Energy Capital Partners is a private equity firm focused on investing in North America's energy infrastructure. Since 2005, the Firm has raised over \$13 billion in commitments, utilizing this capital to build and acquire investment platforms across multiple energy sub-sectors. With offices in Short Hills, New Jersey, Houston, Texas and San Diego, California, Energy Capital Partners seeks to leverage its team's decades of energy experience in investing and managing energy infrastructure assets and businesses to serve its investors and portfolio companies. For more information, visit

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

3/19/2019

Energy Capital Partners Closes On Acquisition Of Terra Gen, Llc | Energy Capital Partners

CONTACTS:

Energy Capital Partners

[Paul Parshley](#)

(973) 671-6106



## Rio Grande Valley in line for more than \$1B in wind energy projects

Jessica Corso

514 words

3 July 2019

Dallas Business Journal

DLBJ

English

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South Texas could soon be a hot spot for wind power projects, with at least six farms totaling more than \$1 billion in investments scheduled to come online in the Rio Grande Valley over the next two years.

Private equity-funded **Terra-Gen** LLC plans to build four wind farms with a total investment of \$912 million across 55,000 acres in Cameron, Hidalgo and Starr counties. The company has agreed to create 150 to 200 construction jobs for each farm as well as eight to 10 permanent jobs once the facilities are built, according to documents submitted in February to South Texas College.

**Terra-Gen** submitted the documents as part of its request for a property tax cut from the community college. The college granted the request on June 25, though at a lower rate than the \$2 million per project that the company requested. While some of **Terra-Gen**'s projects are awaiting decisions on further tax cuts from local school boards, the company plans to break ground on two of the farms this year, with all four to be completed by third quarter 2021.

Each **Terra-Gen** farm is expected to include 61 to 90 turbines with a power capacity of about 200 megawatts each.

Virginia-based Apex Clean Energy Inc. is also seeking property tax cuts for its proposed wind farm in Willacy County. The project, known as El Sauz Ranch Wind, will cost Apex at least \$300 million, according to documents submitted to two local school boards. It will include 107 turbines capable of supplying a total of 300 megawatts.

Apex is seeking \$1.3 million per year in property taxes for 10 years on the farm in one school district alone, according to the documents. It has also promised to bring jobs to the county and, like **Terra-Gen**, proposes to pay its workers nearly \$41,000 per year. The average yearly wage in the region is about \$37,000, significantly less than the national average of \$60,000 per year, according to the U.S. Census Bureau.

Construction on the Apex farm is scheduled to begin in 2021 and to be completed the same year.

There is one wind project under construction in the Rio Grande Valley. Spanish company Acciona SA invested \$200 million in the 145-megawatt farm in Cameron County. The company said the farm will supply energy to 43,000 homes when it's completed at the end of this year.

Texas has more wind power capacity and more installed wind turbines than any other state in the country, according to a recent report by industry group Powering Texas.

Although a vast majority of Texas' energy needs come from the big cities in the eastern half of the state, West Texas contains most of the state's 144 wind power projects.

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Document DLBJ000020190703ef730002u

### Search Summary

Text	Terra-Gen
Date	In the last year
Source	All Sources
Author	All Authors
Company	All Companies

<b>Subject</b>	All Subjects
<b>Industry</b>	All Industries
<b>Region</b>	All Regions
<b>Language</b>	All Languages
<b>Results Found</b>	274
<b>Timestamp</b>	7 August 2019 15:39

**South Texas College**  
**Board of Trustees**  
**Finance, Audit, and Human Resources Committee**  
**Ann Richards Administration Building Board Room**  
**Pecan Campus, McAllen, Texas**  
**Tuesday, March 19, 2019 @ 5:30 p.m.**

"At anytime during the course of this meeting, the Board of Trustees may retire to Executive Session under Texas Government Code 551.071(2) to confer with its legal counsel on any subject matter on this agenda in which the duty of the attorney to the Board of Trustees under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code. Further, at anytime during the course of this meeting, the Board of Trustees may retire to Executive Session to deliberate on any subject slated for discussion at this meeting, as may be permitted under one or more of the exceptions to the Open Meetings Act set forth in Title 5, Subtitle A, Chapter 551, Subchapter D of the Texas Government Code."

I.	Approval of February 12, 2019 Finance, Audit, and Human Resources Committee Minutes.....	1-11
II.	Review and Recommend Action on Award of Proposals, Purchases, and Renewals.....	12-36
III.	Discussion and Action as Necessary on Proposed Tuition, Differential Tuition, and Fees for FY 2019 – 2020 .....	37-50
	a. Tuition and Fees	
	b. Differential Tuition	
	c. Projected Student Cost Increase Scenarios	
	d. Proposed Base Expenditures	
	e. Salary Adjustment Information	
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IV.	Discussion and Action as Necessary on Terra-Gen Development Company, LLC, Tax Abatement Applications .....	51-151

### **Discussion and Action as Necessary on Terra-Gen Development Company, LLC, Tax Abatement Applications**

Approval of the Terra-Gen Development Company, LLC, Tax Abatement Applications will be requested at the March 26, 2019 Board meeting.

Purpose – Terra-Gen Development Company, LLC, has submitted four (4) applications for tax abatements for their wind powered electric generating facilities in Hidalgo County, Starr County, and Cameron County. Approval of the tax abatement applications is needed in order for the College to participate in a tax abatement agreement with a wind power renewable energy company.

Justification – Property Tax Code Chapter 312 authorizes a taxing unit to enter into a tax abatement agreement in order to offer a temporary real property and/or tangible personal property tax abatement for a limited period of time as an inducement for financial investment in the development or redevelopment of certain taxable property. The property tax code requires that a taxing unit establish guidelines and criteria governing tax abatement agreements and approve a resolution to allow the College to participate in tax abatements.

Background – The Board of Trustees adopted the current guidelines and criteria, and resolution electing to participate in Tax Abatement Agreements on November 28, 2017. The College's Guidelines and Criteria for Granting Tax Abatements are effective for a two-year period from the adoption date. The current New Capital Investment minimum threshold is \$200 million.

The Board of Trustees approved the Mesteño Windpower, LLC tax abatement on October 30, 2018. The tax agreement with Mesteño Windpower, LLC included a 75% abatement of taxes with an estimated project value of \$159,800,000, an up-front scholarship payment in the amount of \$50,000, and Annual Payments in Lieu of Taxes in the amount of \$25,805 for ten (10) years.

Terra-Gen Development Company, LLC, is the exclusive developer of four (4) projects: Buenos Aires Windpower, LLC, Monte Cristo Windpower, LLC, La Joya Windpower, LLC and West Willacy Windpower, LLC (Monte Alto). Terra-Gen Development Company, LLC has submitted tax abatement applications for each of the projects.

The improvements for Buenos Aires Windpower, LLC and Monte Cristo Windpower, LLC will consist of proposed wind power generation facilities, expected to be comprised of 201 megawatts of nameplate capacity located in Hidalgo County. Each project will begin construction no later than the 2<sup>nd</sup> quarter of 2020 and it is currently anticipated that construction will be completed by the 3<sup>rd</sup> quarter of 2021. The improvements are expected to have an estimated value of approximately \$223,388,000 each, although the actual value will be determined by an appraisal from the Hidalgo County Appraisal District.

The improvements for Buenos Aires Windpower, LLC and Monte Cristo Windpower, LLC are expected to include approximately 88 wind turbines; 82 with a nameplate capacity of 2.2 megawatts and 6 with a nameplate capacity of 3.45 megawatts, although the exact number

may vary substantially depending on factors such as the type of turbines used and site wind characteristics.

The improvements for La Joya Windpower, LLC, will consist of a proposed wind power generation facility located in Hidalgo and Starr Counties, expected to be comprised of 210 megawatts of power of which 203 megawatts of the proposed wind power generation facility will be located in Hidalgo County. Construction will begin no later than 4<sup>th</sup> quarter of 2019 and it is currently anticipated that construction will be completed by the 4<sup>th</sup> quarter of 2020. The improvements are expected to have an estimated value of approximately \$223,388,000 although the actual value will be determined by an appraisal from the Hidalgo County and Starr County Appraisal Districts.

The improvements for La Joya Windpower, LLC are expected to include approximately 90 wind turbines; 83 with a nameplate capacity of 2.2 megawatts and 7 with a nameplate capacity of 3.45 megawatts, although the exact number may vary substantially depending on factors such as the type of turbines used and site wind characteristics.

The improvements for West Willacy Windpower, LLC (Monte Alto), will consist of a proposed wind power generation facility located in Hidalgo and Cameron Counties, expected to be comprised of 201 megawatts of power of which 143 megawatts of nameplate capacity will be located in Hidalgo County. Construction will begin no later than 4<sup>th</sup> quarter of 2019 and it is currently anticipated that construction will be completed by the 4<sup>th</sup> quarter of 2020. The improvements are expected to have an estimated total value of approximately \$223,388,000 of which approximately \$175,000,000 will be in Hidalgo County and approximately \$48,388,000 will be in Cameron County. The actual value of the improvements will be determined by an appraisal from the Hidalgo County and Cameron County Appraisal Districts.

The improvements for West Willacy Windpower, LLC (Monte Alto) are expected to include approximately 61 wind turbines; 54 with a nameplate capacity of 2.2 megawatts and 7 with a nameplate capacity of 3.45 megawatts, although the exact number may vary substantially depending on factors such as the type of turbines used and site wind characteristics.

The West Willacy Windpower, LLC (Monte Alto) New Capital Investment of \$175 million in Hidalgo County does not meet the estimated New Capital Investment minimum threshold of \$200 million per the College's Guidelines and Criteria for Granting Tax Abatements. Approval for an exception to the College's guidelines is required from the Board of Trustees because the estimated value of the proposed tax abatement project is below the minimum threshold.

Proceeding with the approval of the applications for the proposed tax abatements for the Terra-Gen Development Company, LLC projects would allow College staff to move forward with getting additional information such as the tax abatement agreements and tax abatement resolutions for Board of Trustees approval in April.

## EXHIBIT A

### Application for Tax Abatement South Texas College

Please submit the answers to the following questions and attach any additional pages as needed. Please complete and attach to the application along with completed Schedules I and II.

#### Part I. Applicant Information

Application Date: 02/12/2019

Applicant Name: Monte Alto Windpower, LLC

Applicant's address: 11455 El Camino Real, Suite 160 San Diego, CA 92130

Applicant's phone number: 858-764-3754

Applicant's organization: Terra-Gen, LLC

Type of Business: Renewable Energy

Organization address: 11455 El Camino Real, Suite 160 San Diego, CA 92130

Organization's phone number: 858-764-3754

Authorized Representative: Milton Howard

Authorized Representative's address (if different than above): Same as above

Authorized Representative's phone number: 713-703-7044

#### Part II. Project Information

Proposed project or facility address: (see specifics for each Project below)

1. Provide brief description of project or facility for which tax abatement is sought.

##### Project 4-West Willacy Windpower, LLC ("Monte Alto"):

West Willacy Windpower, LLC ("Monte Alto") is a Renewable Energy project located in Hidalgo & Cameron Counties, Texas within the Mercedes ISD, Santa Rosa ISD, La Villa ISD and La Feria ISD boundaries to be located central to State Hwy 107 & FM 1425 ("Kika De La Garza"). Monte Alto seeks to develop and interconnect 201 megawatts ("MW") of power into the ERCOT market via interconnect into the AEP 345 kV Rio Hondo line to North Edinburg Substation.

The improvements for Monte Alto within the Hidalgo County portion of the project will consist of a proposed wind power generation facility, comprised of 143 megawatts ("MW") of nameplate capacity located in the Hidalgo Enterprise Zones. Construction is anticipated to begin no later than the 4<sup>th</sup> quarter of 2019 and it is currently anticipated that construction will be complete by the 4<sup>th</sup> quarter of 2020.

The improvements are expected to have an estimated value of at least \$175,000,000 upon



GINR Activity: Mar 01, 2019 to Mar 31, 2019

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Time of Report Run: Apr 1, 2019 8:00:27 AM



## 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 been obtained or reported to ERCOT yet.

Project Attributes											Changes from Last Report
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
08INR0019b	Grandview 5 W	SS Completed, FIS Started, No IA	Eon	79005 Railhead 345kV	Gray	PANHANDLE	12/15/2020	WIN	WT	248	
11INR0054	Midway Wind	SS Completed, FIS Completed, IA	Apex Clean	8961 Whitepoint 138kV	San Patricio	COASTAL	04/05/2019	WIN	WT	162.9	COD
11INR0062	Shaffer	SS Completed, FIS Completed, IA	Clearway Energy	85000 Nelson Sharpe 345kV	Nueces	COASTAL	05/22/2019	WIN	WT	226	COD
12INR0002a	Silver Canyon Wind A	SS Completed, FIS Completed, IA	EDP Renewables	79503 Tule Canyon 345kV	Briscoe	PANHANDLE	10/31/2020	WIN	WT	200	
12INR0055	S_Hills Wind	SS Completed, FIS Completed, IA	SEYMOUR HILLS WIND PROJECT, LLC	33782 Mabelle 69kV	Baylor	WEST	05/15/2019	WIN	WT	30.24	COD
12INR0059b	HOVEY (Barilla Solar 1B)	SS Completed, FIS Completed, IA	First Solar	60385 Solstice 138kV	Pecos	WEST	02/28/2019	SOL	PV	7.4	
12INR0060	Wilson Ranch	SS Completed, FIS Completed, IA	ENGIE	76003 Big Hill 345kV	Schleicher	WEST	05/31/2019	WIN	WT	199.5	
13INR0010a	Mariah Del Este	SS Completed, FIS Started, IA	Mariah Acquisition	141765 Mariah 345kV	Parmer	PANHANDLE	10/30/2020	WIN	WT	152.5	
13INR0010def	Scandia Wind DEF	SS Completed, FIS Started, IA	Scandia Wind LLC	141765 Mariah 345kV	Parmer	PANHANDLE	04/01/2020	WIN	WT	600.3	
13INR0025	Northdraw Wind	SS Completed, FIS Started, IA	National Renewable Solutions	79504 AJ Swope 345kV	Randall	PANHANDLE	08/01/2020	WIN	WT	150	
13INR0026	Canadian Breaks Wind	SS Completed, FIS Completed, IA	Macquarie Cap	Tap 345kV 79502 Windmill - 79504 AJ Swope	Oldham	PANHANDLE	09/13/2019	WIN	WT	210	
13INR0038	Wildrose Wind	SS Completed, FIS Started, IA	S Power	79501 Ogallala 345kV	Swisher	PANHANDLE	12/30/2021	WIN	WT	302.5	
14INR0009	WKN Amadeus Wind	SS Completed, FIS Started, IA	WKN	tap 345kV 11305 Dermott - 60704 Kirchhof	Fisher	WEST	05/15/2020	WIN	WT	245.9	SFS/NIP
14INR0030c	Panhandle Wind 3	SS Completed, FIS Started, IA	Pattern Energy	79005 Railhead 345kV	Carson	PANHANDLE	12/01/2020	WIN	WT	248	
14INR0033	Goodnight Wind	SS Completed, FIS Completed, IA	FGE Power	tap 345kV 79500 Alibates - 79503 Tule Canyon	Armstrong	PANHANDLE	08/15/2020	WIN	WT	504.4	MW Size COD
14INR0044	West of Pecos Solar	SS Completed, FIS Started, IA	Eon	11083 Riverton 138kV	Reeves	WEST	12/15/2019	SOL	PV	100	
14INR0045	Torreillas Wind	SS Completed, FIS Completed, IA	Nextera	161252, 161301 Torreillas 34.5kV	Webb	SOUTH	04/15/2019	WIN	WT	300.5	COD
15INR0034	El Algodon Alto W	SS Completed, FIS Started, No IA	Eon	tap 345kV 8455 Lon Hill - 5725 Pawnee	San Patricio	COASTAL	12/31/2020	WIN	WT	201	
15INR0044	Corazon Solar	SS Completed, FIS Started, No IA	Enerverse	80219 Lobo 345kV	Webb	SOUTH	12/31/2019	SOL	PV	200	
15INR0051	Tierra Blanca W	SS Completed, FIS Started, No IA	Eon	79501 Ogallala 345kV	Randall	PANHANDLE	12/15/2021	WIN	WT	200	COD
15INR0059	Emerald Grove Solar	SS Completed, FIS Started, IA	Cypress Creek Renewables	6601 Rio Pecos 138kV	Pecos	WEST	04/10/2020	SOL	PV	108	COD
15INR0063	Easter Wind	SS Completed, FIS Completed, IA	TriGlobal	79502 Windmill 345kV	Castro	PANHANDLE	10/31/2020	WIN	WT	307.5	
15INR0064b	Harald (BearKat Wind B)	SS Completed, FIS Completed, IA	CIP	59905 Bearkat 345kV	Glasscock	WEST	12/13/2019	WIN	WT	162.1	
15INR0090	Pflugerville Solar	SS Completed, FIS Started, IA	RRE Solar	tap 138kV 7336 Gillie - 3650 Elgin	Travis	SOUTH	12/31/2019	SOL	PV	144	
16INR0003	LEVEE (Freeport LNG)	SS Completed, FIS Completed, IA	Freeport LNG	43336 Oyster Cr 138kV	Brazoria	COASTAL	08/10/2019	GAS	GT	11	
16INR0010	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	
16INR0012	Stella 2 Wind	SS Completed, FIS Started, No IA	Eon	tap 345kV 80076 Ajo - 80071 Zorillo	Kenedy	COASTAL	12/30/2020	WIN	WT	201	

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
18INR0073	Sweetwater 1 repower	SS Completed, FIS Completed, No	Leeward Energy	71050 Bitter Creek 345kV	Nolan	WEST	03/01/2019	WIN	WT	3	
18INR0075	Gulf Wind 1 repower	SS Completed, FIS Started, No IA	Pattern Energy	80071 Zorillo 345kV	Kenedy	COASTAL	06/01/2020	WIN	WT	0	COD
18INR0076	Wolf Hollow 2 repower	SS Completed, FIS Started, No IA	Exelon	1877 Mitchell Bend 345kV	Hood	NORTH	04/16/2019	GAS	CC	44	
18INR0077	Colorado Bend 2 repower	SS Completed, FIS Started, No IA	Exelon	44040 Bailey 345kV	Wharton	SOUTH	05/01/2019	GAS	CC	45	
18INR0078	Bobcat Bluff repower	SS Completed, FIS Completed, IA	EDF Renewable Energy	1475 Windthorst 138kV	Archer	WEST	07/08/2019	WIN	WT	12	
18INR0079	Woodward 1 repower	SS Completed, FIS Completed, IA	Nextera	60400 Lynx 138kV	Pecos	WEST	01/01/2019	WIN	WT	0	
18INR0080	Woodward 2 repower	SS Completed, FIS Completed, No	Nextera	60400 Lynx 138kV	Pecos	WEST	12/31/2018	WIN	WT	0	
19INR0001	Texas Solar Nova	SS Completed, FIS Started, No IA	Clearway Energy	tap 345kV 11305 Dermott - 59904 Cottonwood	Kent	WEST	12/01/2021	SOL	PV	750	
19INR0002	King Mountain Solar	SS Completed, FIS Started, No IA	Nextera	tap 345kV 11028 Odessa - 76000 N McCamey	Upton	WEST	05/01/2021	SOL	PV	350	
19INR0006	Bluebonnet Solar	SS Completed, FIS Started, No IA	One Energy Renewables	tap 138kV 6680 Alamito - 60385 Soistice	Brewster	WEST	12/31/2020	SOL	PV	60.7	
19INR0007	Charbray Solar	SS Completed, FIS Started, No IA	8minutenergy	1032 Morgan Creek 138kV	Mitchell	WEST	10/01/2020	SOL	PV	200	
19INR0009	Holstein Solar	SS Completed, FIS Started, IA	8minutenergy	11406 Central Bluff 345kV	Nolan	WEST	04/01/2020	SOL	PV	204	
19INR0014	Formosa increase	SS Completed, FIS Completed, No	Formosa Plastics	tap 138kV 1027 Odessa - 1107 Monahans2T	Crane	WEST	12/31/2020	SOL	PV	177.75	MW Size
19INR0019	Tri-County Solar	SS Completed, FIS Started, No IA	First Solar	60500 Edith Clarke 345kV	Foard	WEST	09/24/2019	WIN	WT	350	COD
19INR0020	Foard City Wind	SS Completed, FIS Completed, IA	Innergex	tap 345kV 76002 Bakersfield - 76005 SchneemanDr, ~ 11 mi E of Bakersfield	Pecos	WEST	02/01/2021	SOL	PV	180	COD
19INR0020b	SP-Pecos Bend Solar A	SS Completed, FIS Started, No IA	Solar Prime	tap 345kV 76002 Bakersfield - 76005 SchneemanDr, ~ 11 mi E of Bakersfield	Pecos	WEST	02/01/2021	SOL	PV	180	COD
19INR0022	SP-Pecos Bend Solar B	SS Completed, FIS Started, No IA	Solar Prime	tap 345kV 8318 Rio Hondo - 8383 N Edinburg	Pecos	WEST	02/01/2021	SOL	PV	180	COD
19INR0022	Monte Alto I	SS Completed, FIS Started, No IA	Terra-Gen	tap 345kV 8318 Rio Hondo - 8383 N Edinburg	Willacy	COASTAL	10/12/2020	WIN	WT	223.8	Proj Name MW Size COD
19INR0023	Monte Alto 2 Wind	SS Completed, FIS Started, No IA	Terra-Gen	tap 345kV 8318 Rio Hondo - 8383 N Edinburg	Willacy	COASTAL	10/12/2020	WIN	WT	236.9	Proj Name MW Size COD
19INR0026	Holstein 2 Solar	SS Completed, FIS Started, No IA	8minutenergy	11406 Central Bluff 345kV	Nolan	WEST	04/01/2020	SOL	PV	100	
19INR0028	Normande Solar Farm	SS Completed, FIS Started, No IA	8minutenergy	59900 Long Draw 345kV	Borden	WEST	06/01/2021	SOL	PV	360	COD
19INR0029	Phoebe Solar	SS Completed, FIS Completed, IA	Longroad Energy	11260 Dune Switch	Winkler	WEST	09/01/2019	SOL	PV	250	
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	
19INR0031	Bestia Solar	SS Completed, FIS Started, No IA	Longroad Energy	tap 138kV 1147 Cheyenne - 131853 Notrees	Winkler	WEST	07/01/2020	SOL	PV	180	
19INR0033	Murphy Lake Solar	SS Completed, FIS Completed, No	S Power	6904 CombinRC 138kV	Kaufman	NORTH	12/15/2020	SOL	PV	120	
19INR0034	Greasewood Solar	SS Completed, FIS Started, IA	Onpeak Power	tap 345kV 76002 Bakersfield - 76000 NMcCamey	Pecos	WEST	09/30/2020	SOL	PV	200	COD
19INR0035	Norton Solar	SS Completed, FIS Started, No IA	8minutenergy	tap 138kV 6325 Chad to 6340 Balg, 10mi from Chad	Runnels	WEST	06/01/2021	SOL	PV	125	COD
19INR0036	Oxbow Solar	SS Completed, FIS Started, No IA	BNB Renewables	59905 Faraday 345kV	Borden	WEST	12/15/2020	SOL	PV	225	
19INR0038	High Lonesome W	SS Completed, FIS Completed, IA	Enel	tap 345kV 76002 Bakersfield - 76005 Schneeman	Crockett	WEST	11/30/2019	WIN	WT	449.5	
19INR0041	Myrtle Solar	SS Completed, FIS Completed, No	Sunchase Power	42110 Angleton 138kv or line tap to Rosharon 44600	Brazoria	COASTAL	05/01/2020	SOL	PV	240	
19INR0042	Long Point Solar	SS Completed, FIS Completed, No	SunChase Power	tap 138kV 44010 WAP - 42981 Nash98	Brazoria	COASTAL	09/01/2020	SOL	PV	100	
19INR0044	Lily Solar	SS Completed, FIS Completed, No	SunChase Power	tap 138kV 6904 CombinRC - 6908 ScurryRC	Kaufman	NORTH	06/01/2020	SOL	PV	150	COD
19INR0045	Rayos Del Sol	SS Completed, FIS Completed, IA	Tradewind Energy	tap 138kV 8554 Mesquite - 80103 Rangerville	Cameron	COASTAL	12/31/2020	SOL	PV	150	
19INR0048	Buenos Aires 1 Wind	SS Completed, FIS Started, No IA	Terra-Gen	tap 345kV 8905 N Edinb - 8455 Lon Hill	Hidalgo	SOUTH	12/31/2020	WIN	WT	200	Proj Name COD
19INR0049	Buenos Aires 2 W	SS Completed, FIS Started, No IA	Terra-Gen	tap 345kV 8905 N Edinb - 8455 Lon Hill	Hidalgo	SOUTH	12/31/2019	WIN	WT	200	
19INR0051	Vera Wind	SS Completed, FIS Completed, IA	Longroad Energy	tap 345kV 60500 EdithC - 60700 Gauss	Knox	WEST	06/01/2020	WIN	WT	242.8	SFS/NIP
19INR0052	TG East Wind	SS Completed, FIS Completed, IA	Northrenew	new 345kV sub Coulomb in 60500 EdithC - 60700 Gauss line	Knox	WEST	10/01/2020	WIN	WT	275.6	SFS/NIP
19INR0053	Hidalgo II Wind	SS Completed, FIS Started, No IA	EDP Renewables	161705 Mirasole 345kV	Hidalgo	SOUTH	12/01/2019	WIN	WT	51	
19INR0054	Monte Cristo 1 W	SS Completed, FIS Started, No IA	Terra-Gen	8574 Pomelo 345kV	Hidalgo	SOUTH	12/31/2020	WIN	WT	236.9	MW Size

## GINR Project Milestone Dates

Screening Study Started	Screening Study Complete	FIS Requested	FIS Approved	IA Signed	Financial Security and Notice to Proceed Provided	Air Permit	GHG Permit	Water Availability	Meets Planning Guide Section 6 9(1) Requirements for Inclusion in Planning Models	Meets All Planning Guide Section 6 9 Requirements for Inclusion in Planning Models	Meets Planning Guide QSA (Section 5 9) Prerequisites	Construction Start	Construction End	Approved for Energization	Approved for Synchronization	Comment	
07/21/2006	10/02/2006	07/21/2006			No	Not Required	Not Required	Not Required									
02/26/2009	05/28/2009	11/30/2009	04/19/2018	11/05/2017	Yes	Not Required	Not Required	Not Required	04/24/2018	09/29/2018	05/01/2018			10/23/2018	12/04/2018		
04/23/2009	06/16/2009	07/21/2009	06/13/2018	07/02/2013	Yes	Not Required	Not Required	Not Required	04/18/2018	09/28/2018	07/31/2018			03/27/2019			
01/03/2007	01/26/2007	07/31/2007	08/30/2018	06/22/2016	No	Not Required	Not Required	Not Required									
09/28/2010	12/20/2010	08/17/2016	06/19/2018	12/04/2017	Yes	Not Required	Not Required	Not Required	10/04/2018	10/04/2018	08/01/2018						
12/01/2010	02/25/2011	08/09/2011	01/16/2014	12/26/2013	Yes	Not Required	Not Required	Not Required									
12/03/2010	03/21/2014	06/06/2011	05/31/2018	05/21/2018	Yes	Not Required	Not Required	Not Required	05/21/2018	09/28/2018	04/30/2018			10/11/2018	11/29/2018		
06/29/2009	09/25/2009	03/26/2010		01/31/2013	Yes	Not Required	Not Required	Not Required	04/30/2018	04/30/2018							
06/29/2009	09/25/2009	03/26/2010		04/25/2014	No	Not Required	Not Required	Not Required									
06/15/2010	09/02/2010	03/01/2011		04/25/2018	No	Not Required	Not Required	Not Required									
07/05/2010	10/04/2010	04/01/2011	03/16/2017	05/20/2016	Yes	Not Required	Not Required	Not Required	09/04/2018	10/30/2018	10/30/2018						
05/01/2011	05/26/2011	11/02/2011		09/06/2015	Yes	Not Required	Not Required	Not Required	05/04/2017								
01/24/2011	03/18/2011	09/12/2011		03/15/2018	Yes	Not Required	Not Required	Not Required	03/07/2019								
07/03/2012	08/17/2012	03/26/2014		08/25/2014	Yes	Not Required	Not Required	Not Required	Date Not Available								
07/24/2012	09/19/2012	03/04/2013	09/25/2017	03/07/2018	No	Not Required	Not Required	Not Required									
01/21/2013	02/19/2013	06/12/2013		02/05/2019	Yes	Not Required	Not Required	Not Required	05/04/2017								
01/30/2013	03/14/2013	01/30/2013	05/14/2018	04/12/2018	Yes	Not Required	Not Required	Not Required	04/26/2018	04/26/2018	05/14/2018			11/09/2018	02/26/2019		
02/04/2013	03/25/2013	08/16/2013			No	Not Required	Not Required	Not Required									
09/06/2013	09/16/2013	08/20/2013			No	Not Required	Not Required	Not Required									
10/01/2013	10/18/2013	02/05/2014			No	Not Required	Not Required	Not Required									
11/13/2013	12/23/2013	11/12/2013		06/27/2018	Yes	Not Required	Not Required	Not Required	Date Not Available								
12/18/2013	02/27/2014	04/15/2014	12/06/2017	06/01/2018	No	Not Required	Not Required	Not Required									
11/27/2013	01/27/2014	04/15/2014	09/27/2017	05/30/2018	Yes	Not Required	Not Required	Not Required	05/30/2018	09/19/2018	01/22/2019						
04/28/2015	07/01/2015	09/30/2015		06/13/2017	No	Not Required	Not Required	Not Required									
12/15/2011	02/15/2012	01/04/2012	01/22/2018	01/13/2014	Yes	07/16/2014	Not Required		10/09/2018	10/09/2018	10/09/2018			03/15/2019			
04/24/2013	05/29/2013	05/14/2013		08/31/2016	No	12/16/2016	12/12/2016	01/29/2014									
06/13/2013	03/15/2013	09/10/2013			No	Not Required	Not Required	Not Required									

Screening Study Started	Screening Study Complete	FIS Requested	FIS Approved	IA Signed	Financial Security and Notice to Proceed Provided	Air Permit	GHG Permit	Water Availability	Meets Planning Guide Section 6.9(1) Requirements for Inclusion in Planning Models	Meets All Planning Guide Section 6.9 Requirements for Inclusion in Planning Models	Meets Planning Guide QSA (Section 5.9) Prerequisites	Construction Start	Construction End	Approved for Energization	Approved for Synchronization	Comment
02/09/2018	02/09/2018	02/09/2018	12/27/2018			No	Not Required	Not Required	Not Required							
03/05/2018	03/05/2018	03/05/2018				No	Not Required	Not Required	Not Required							
04/24/2018	04/24/2018	04/24/2018				No	Not Required	Not Required	Not Required	10/31/2018	10/31/2018	10/31/2018				
04/24/2018	04/24/2018	04/24/2018				No	Not Required	Not Required	Not Required	10/31/2018	10/31/2018	10/31/2018				
05/15/2018	07/19/2018	05/15/2018	10/24/2018	12/18/2018		No	Not Required	Not Required	Not Required							12/20/2018
06/27/2018	06/27/2018	06/27/2018	01/09/2019	12/12/2018		No	Not Required	Not Required	Not Required							12/18/2018
06/19/2018	06/19/2018	06/19/2018	11/27/2018			No	Not Required	Not Required	Not Required							12/19/2018
11/17/2015	12/30/2015	07/06/2016				No	Not Required	Not Required	Not Required							
05/24/2016	06/06/2016	05/24/2016				No	Not Required	Not Required	Not Required							
07/18/2016	10/07/2016	04/05/2017				No	Not Required	Not Required	Not Required							
07/26/2016	10/07/2016	04/07/2017				No	Not Required	Not Required	Not Required							
07/26/2016	09/13/2016	01/31/2017		09/15/2018		No	Not Required	Not Required	Not Required							
09/12/2016	11/14/2016	06/08/2017	02/20/2019			No	Not Required	Not Required	Not Required							
10/10/2016	11/29/2016	02/22/2017				No	Not Required	Not Required	Not Required							
10/19/2016	11/28/2016	01/11/2017	08/01/2018	11/06/2018		Yes	Not Required	Not Required	Not Required	06/22/2018	11/05/2018	10/26/2018				
10/26/2016	12/07/2016	10/31/2016				No	Not Required	Not Required	Not Required							
10/26/2016	12/07/2016	10/31/2016				No	Not Required	Not Required	Not Required							
11/04/2016	01/10/2017	03/23/2017				No	Not Required	Not Required	Not Required							
11/04/2016	01/10/2017	03/23/2017				No	Not Required	Not Required	Not Required							
12/21/2016	02/02/2017	02/13/2017				No	Not Required	Not Required	Not Required							
01/30/2017	02/22/2017	08/24/2017				No	Not Required	Not Required	Not Required							
01/26/2017	02/15/2017	03/07/2017	10/23/2018	03/05/2018		Yes	Not Required	Not Required	Not Required	03/05/2018	09/14/2018	10/31/2018				
01/26/2017	04/12/2017	03/22/2017				No	Not Required	Not Required	Not Required							
01/30/2017	03/06/2017	03/23/2017				No	Not Required	Not Required	Not Required							
02/06/2017	03/03/2017	08/10/2017	03/28/2019			No	Not Required	Not Required	Not Required							
02/22/2017	04/17/2017	10/10/2017		01/25/2019		No	Not Required	Not Required	Not Required							
03/06/2017	04/20/2017	11/08/2017				No	Not Required	Not Required	Not Required							
02/28/2017	04/13/2017	10/10/2017				No	Not Required	Not Required	Not Required							
03/10/2017	04/17/2017	07/18/2017	01/21/2019	04/17/2018		Yes	Not Required	Not Required	Not Required	02/15/2019	02/15/2019	02/15/2019				
03/15/2017	04/28/2017	05/09/2017	03/12/2019			No	Not Required	Not Required	Not Required							
03/15/2017	04/20/2017	11/13/2017	03/12/2019			No	Not Required	Not Required	Not Required							
03/28/2017	04/28/2017	05/30/2017	09/26/2018			No	Not Required	Not Required	Not Required							
03/28/2017	05/22/2017	03/28/2017	06/13/2018	11/06/2018		Yes	Not Required	Not Required	Not Required	01/23/2019						
03/30/2017	05/03/2017	08/28/2017				No	Not Required	Not Required	Not Required							
03/30/2017	05/03/2017	08/28/2017				No	Not Required	Not Required	Not Required							
04/04/2017	05/18/2017	06/13/2017	03/06/2019	07/10/2018		Yes	Not Required	Not Required	Not Required							
04/04/2017	05/18/2017	06/13/2017	03/13/2019	10/22/2018		Yes	Not Required	Not Required	Not Required							
04/05/2017	05/19/2017	07/12/2017				No	Not Required	Not Required	Not Required							
04/11/2017	05/03/2017	07/28/2017				No	Not Required	Not Required	Not Required							

COMPTROLLER QUERY RELATED TO TAX CODE CHAPTER 313.026(c)(2)  
– Santa Rosa ISD – Monte Alto Windpower, LLC App. #1380 –

Comptroller Questions (via email on August 2, 2019; August 8, 2019):

- 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. As a follow-up I want to know if the project has a different GINR number assigned to it since this portion of project is in Cameron County.

Company Response (via email on August 9, 2019):

- 1) *Formerly known as West Willacy Windpower, LLC.*
- 2) *Formerly known as West Willacy Windpower, LLC.*
- 3) *Yes, GINR Number: 19INR0022; Assigned: April 1, 2019. [It] is the same GINR number. This project will all be interconnected back to the same point, even though it spans across multiple counties.\**

*\*In the response for #1352 La Villa ISD-Monte Alto Windpower, LLC it was reported the GINR # assigned on 7/06/2017.*

# Attachment D

## Summary of Financial Impact

**CHAPTER 313 PROPERTY VALUE LIMITATION  
FINANCIAL IMPACT OF THE PROPOSED MONTE ALTO  
WINDPOWER, LLC PROJECT IN THE SANTA ROSA  
INDEPENDENT SCHOOL DISTRICT  
(PROJECT # 1380)**

**PREPARED BY**



**AUGUST 30, 2019**

## Executive Summary

Monte Alto Windpower, LLC (Company) has requested that the Santa Rosa Independent School District (SRISD) 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 SRISD on April 23, 2019 the Company plans to invest \$54.2 million to construct a renewable wind 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 Monte Alto 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, SRISD may offer a minimum value limitation of \$15 million. This value limitation, under the proposed application, will begin in the 2022-23 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. This analysis incorporates to the fullest extent possible the changes approved in House Bill 3 as approved in 2019, the most significant school finance revisions in more than 30 years. 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 SRISD	\$1.18 million
Total Savings to Company after Revenue Loss Payment. (This does not include any supplemental benefit payments to the district.)	\$1.83 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. The Completeness Letter was issued on July 11, 2019.

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, although extensions may be requested by the Company and granted by the District. The Certificate was issued on September 6, 2019.

After the Comptroller's certificate is received, O'Hanlon, Demerath and 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. A job waiver will be requested as part of the board's consideration of the Monte Alto Wind application.

## **How the 313 Agreement Interacts with Texas School Finance**

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).

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). Recapture costs are primarily a Tier I issue, although Tier II also can involve recapture costs for some school districts.

The basic allotment is now set at \$6,160 per weighted ADA (WADA) and is the basis for Tier I calculations. In the case of Tier II, the first eight cents of additional tax effort can be used to generate state aid of up to \$98.56 per WADA for what are known as "golden" pennies. Tax effort for golden pennies is not subject to recapture. Up to an additional nine cents may be levied to generate \$49.28 per WADA for what are known as "copper" pennies (generating half the revenue per WADA of the golden pennies).

Changes in the recapture calculation are an important part of HB 3. Rather than being tied to property wealth exceeding an equalized wealth level per WADA, recapture is now defined as the amount of revenue collected in excess of a district's Tier I allotment, or for Tier II the amount of collections in excess of the entitlement provided for tax effort generating copper-penny level state aid. (Golden pennies are not subject to recapture.) The changes in the recapture methodology may affect the results of revenue protection payments relative to what was calculated when the equalized wealth level was used to determine the amount of recapture owed the state by school districts subject to recapture. Based on the analysis shown below, these changes in recapture do not affect the calculations shown for SRISD.

Another significant school funding change is establishing current-year property values to determine state funding and recapture under the Foundation School Program. The traditional approach for the last 30 years has been to rely upon prior-year state property values as determined annually under the Comptroller's State Property Value Study (Section 403 of the

Government Code). The change in House Bill 3 calls for using current-year property values as determined by the Comptroller's Property Value Study, without an explanation as to how the property value study is to be completed on a real-time basis.

While school district funding will now be determined based on current-year property values, House Bill 3 included language that addressed the property values to be used in determining calculating revenue protection payments under Chapter 313 agreements. This information is contained in Section 48.256(d), Education Code, as shown below:

- d) This subsection applies to a school district in which the board of trustees entered into a written agreement with a property owner under Section 313.027, Tax Code, for the implementation of a limitation on appraised value under Subchapter B or C, Chapter 313, Tax Code. For purposes of determining "DPV" under Subsection (a) for a school district to which this subsection applies, the commissioner shall exclude a portion of the market value of property not otherwise fully taxable by the district under Subchapter B or C, Chapter 313, Tax Code, before the expiration of the subchapter. The comptroller shall provide information to the agency necessary for this subsection. **A revenue protection payment required as part of an agreement for a limitation on appraised value shall be based on the district's taxable value of property for the preceding tax year [emphasis added].**

Given the directive to use preceding-tax-year values to calculate revenue protection payments required under Chapter 313 agreements, the amounts collected are expected to be consistent with the patterns shown since these calculations were first determined under the standard Chapter 313 agreement language, dating back to 2004. The most significant impact is typically in the first limitation year, although major value increases in project values in later limitation years may also trigger a revenue protection payment. The additional factor that may generate a variance with the traditional pattern of revenue protection amounts is the new methodology in the calculation of recapture, as noted previously.

The calculations shown below are based on the Section 48.254(d), Education Code directive to use preceding-tax-year property values to determine the revenue protection payment, if any, owed to the school district under the terms of the Chapter 313 Agreement between the Applicant and the School District. These calculations are to be made for each of the 10 limitation years under the terms of the Agreement. Chapter 313 will be subject to legislative renewal in 2021 and any changes made may impact these calculations moving forward.

For more detailed information on the school finance funding system, please review the Texas Education Agency's (TEA) website. [The current information is expected to be updated as the details of House Bill 3 implementation are determined by TEA.](#)

The implementation of recent legislative action on school funding in House Bill 3 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 is now set to \$6,160, the Tier II golden penny yield is set to \$98.56 per WADA for up to eight cents, while the copper penny yield is \$49.28 per WADA for up to nine cents of local tax effort. These are maintained for future years at this time.

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.

ADA:	1,037
Local M&O Tax Base	\$93.8 million
2019-20 M&O Tax Rate:	\$1.0684 per \$100 of Taxable Value
2020-21 Projected M*O Tax Rate:	\$1.0548 per \$100 of Taxable Value
I&S Tax Rate:	\$0.2770 per \$100 of Taxable Value

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 Monte Alto Wind Project Value and Limitation Values**

Year of Agreement	School Year	ADA	WADA	M&O Tax Rate	I&S Tax Rate	Sec. 48.256(d) District Revenue Protection District Property Value with Project	Sec. 48.256(d) District Revenue Protection District Property Value with Limitation	DPV Value with Project per WADA	DPV Value with Limitation per WADA
<b>QTP0</b>	2019-20	1,036.98	1,792.66	\$1.0684	\$0.2770	\$90,998,619	\$90,998,619	\$50,762	\$50,762
<b>QTP1</b>	2020-21	1,036.98	1,766.66	\$1.0548	\$0.2770	\$90,998,619	\$90,998,619	\$51,509	\$51,509
<b>QTP2</b>	2021-22	1,036.98	1,766.66	\$1.0548	\$0.2770	\$90,998,619	\$90,998,619	\$51,509	\$51,509
VL1	2022-23	1,036.98	1,766.67	\$1.0548	\$0.2770	\$90,998,619	\$90,998,619	\$51,509	\$51,509
VL2	2023-24	1,036.98	1,766.67	\$1.0548	\$0.2770	\$145,240,769	\$105,998,619	\$82,212	\$59,999
VL3	2024-25	1,036.98	1,766.67	\$1.0548	\$0.2770	\$142,528,662	\$105,998,619	\$80,677	\$59,999
VL4	2025-26	1,036.98	1,766.67	\$1.0548	\$0.2770	\$139,952,159	\$105,998,619	\$79,218	\$59,999
VL5	2026-27	1,036.98	1,766.67	\$1.0548	\$0.2770	\$137,504,482	\$105,998,619	\$77,833	\$59,999
VL6	2027-28	1,036.98	1,766.67	\$1.0548	\$0.2770	\$135,179,189	\$105,998,619	\$76,517	\$59,999
VL7	2028-29	1,036.98	1,766.67	\$1.0548	\$0.2770	\$132,970,161	\$105,998,619	\$75,266	\$59,999
VL8	2029-30	1,036.98	1,766.67	\$1.0548	\$0.2770	\$130,871,584	\$105,998,619	\$74,078	\$59,999
VL9	2030-31	1,036.98	1,766.67	\$1.0548	\$0.2770	\$128,877,935	\$105,998,619	\$72,950	\$59,999
VL10	2031-32	1,036.98	1,766.67	\$1.0548	\$0.2770	\$126,983,970	\$105,998,619	\$71,878	\$59,999
<b>VP1</b>	2032-33	1,036.98	1,766.67	\$1.0548	\$0.2770	\$125,184,702	\$105,998,619	\$70,859	\$59,999
<b>VP2</b>	2033-34	1,036.98	1,766.67	\$1.0548	\$0.2770	\$123,475,398	\$123,475,398	\$69,892	\$69,892
<b>VP3</b>	2034-35	1,036.98	1,766.67	\$1.0548	\$0.2770	\$121,851,559	\$121,851,559	\$68,973	\$68,973
<b>VP4</b>	2035-36	1,036.98	1,766.67	\$1.0548	\$0.2770	\$120,308,912	\$120,308,912	\$68,099	\$68,099
<b>VP5</b>	2036-37	1,036.98	1,766.67	\$1.0548	\$0.2770	\$118,843,397	\$118,843,397	\$67,270	\$67,270

\*Basic Allotment: \$6,160; Golden Penny Yield: \$98.56; Copper Penny Yield: \$49.28

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

## M&O Impact of the Monte Alto Wind Project on SRISD

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 \$15 million to the model. The difference between the two models (Table 4) indicates there will be a total revenue loss of \$1.18 million over the course of the Agreement, with all the loss reflected in the first limitation year (2022-23).

**Table 2- “Baseline Revenue Model” --Project Value Added to DPV with No Value Limitation**

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	Other State Aid	Total General Fund
QTP0	2019-20	\$955,610	\$10,266,680	\$0	\$142,160	\$2,035,494	\$0	\$0	\$13,399,944
QTP1	2020-21	\$943,620	\$10,278,966	\$0	\$142,444	\$2,007,998	\$0	\$0	\$13,373,028
QTP2	2021-22	\$943,620	\$10,278,966	\$0	\$142,444	\$2,007,998	\$0	\$0	\$13,373,028
VL1	2022-23	\$1,437,999	\$10,278,988	\$0	\$217,073	\$3,059,957	\$0	\$0	\$14,994,017
VL2	2023-24	\$1,413,142	\$9,781,860	\$0	\$213,321	\$1,803,999	\$0	\$0	\$13,212,322
VL3	2024-25	\$1,389,529	\$9,806,717	\$0	\$209,756	\$1,812,633	\$0	\$0	\$13,218,635
VL4	2025-26	\$1,367,096	\$9,830,330	\$0	\$206,370	\$1,820,360	\$0	\$0	\$13,224,156
VL5	2026-27	\$1,345,784	\$9,852,763	\$0	\$203,153	\$1,826,306	\$0	\$0	\$13,228,006
VL6	2027-28	\$1,325,539	\$9,874,074	\$0	\$200,097	\$1,833,688	\$0	\$0	\$13,233,398
VL7	2028-29	\$1,306,305	\$9,894,320	\$0	\$197,194	\$1,840,912	\$0	\$0	\$13,238,731
VL8	2029-30	\$1,288,034	\$9,913,553	\$0	\$194,436	\$1,847,114	\$0	\$0	\$13,243,137
VL9	2030-31	\$1,270,675	\$9,931,825	\$0	\$191,815	\$1,854,042	\$0	\$0	\$13,248,357
VL10	2031-32	\$1,254,185	\$9,949,183	\$0	\$189,326	\$1,859,221	\$0	\$0	\$13,251,915
VP1	2032-33	\$1,235,316	\$9,965,674	\$0	\$186,477	\$1,859,541	\$0	\$0	\$13,247,008
VP2	2033-34	\$1,220,731	\$9,981,339	\$0	\$184,276	\$1,866,070	\$0	\$0	\$13,252,416
VP3	2034-35	\$1,206,876	\$9,996,222	\$0	\$182,185	\$1,873,228	\$0	\$0	\$13,258,511
VP4	2035-36	\$1,193,713	\$10,010,360	\$0	\$180,198	\$1,877,908	\$0	\$0	\$13,262,179
VP5	2036-37	\$1,181,208	\$10,023,792	\$0	\$178,309	\$1,884,099	\$0	\$0	\$13,267,408

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 \$3.0 million over the life of the agreement. The SRISD revenue losses are expected to total approximately \$1.18 million over the course of the agreement. The total potential net tax benefits (after hold-harmless payments are made) are estimated to reach \$1.82 million, prior to any negotiations with Monte Alto Wind on supplemental payments.

**Table 3- "Value Limitation Revenue Model" --Project Value Added to DPV with Value Limitation in Effect**

Year of Agreement	School Year	M&O Taxes @		Recapture Costs	Additional Local M&O Collections	State Aid from Additional M&O Tax Collections	Recapture from the Additional Local Tax Effort	Other State Aid	Total General Fund
		Compressed Rate	State Aid						
<b>QTP0</b>	2019-20	\$955,610	\$10,266,680	\$0	\$142,160	\$2,035,494	\$0	\$0	\$13,399,944
<b>QTP1</b>	2020-21	\$943,620	\$10,278,966	\$0	\$142,444	\$2,007,998	\$0	\$0	\$13,373,028
<b>QTP1</b>	2021-22	\$943,620	\$10,278,966	\$0	\$142,444	\$2,007,998	\$0	\$0	\$13,373,028
<b>QTP2/VL1</b>	2022-23	\$1,078,345	\$10,278,988	\$0	\$162,781	\$2,294,166	\$0	\$0	\$13,814,280
<b>VL2</b>	2023-24	\$1,078,345	\$10,141,514	\$0	\$162,781	\$1,947,554	\$0	\$0	\$13,330,194
<b>VL3</b>	2024-25	\$1,078,345	\$10,141,514	\$0	\$162,781	\$1,947,554	\$0	\$0	\$13,330,194
<b>VL4</b>	2025-26	\$1,078,345	\$10,141,514	\$0	\$162,781	\$1,947,554	\$0	\$0	\$13,330,194
<b>VL5</b>	2026-27	\$1,078,345	\$10,141,514	\$0	\$162,781	\$1,947,554	\$0	\$0	\$13,330,194
<b>VL6</b>	2027-28	\$1,078,345	\$10,141,514	\$0	\$162,781	\$1,947,554	\$0	\$0	\$13,330,194
<b>VL7</b>	2028-29	\$1,078,345	\$10,141,514	\$0	\$162,781	\$1,947,554	\$0	\$0	\$13,330,194
<b>VL8</b>	2029-30	\$1,078,345	\$10,141,514	\$0	\$162,781	\$1,947,554	\$0	\$0	\$13,330,194
<b>VL9</b>	2030-31	\$1,078,345	\$10,141,514	\$0	\$162,781	\$1,947,554	\$0	\$0	\$13,330,194
<b>VL10</b>	2031-32	\$1,078,345	\$10,141,514	\$0	\$162,781	\$1,947,554	\$0	\$0	\$13,330,194
<b>VP1</b>	2032-33	\$1,235,316	\$10,141,514	\$0	\$186,477	\$2,230,371	\$0	\$0	\$13,793,678
<b>VP2</b>	2033-34	\$1,220,731	\$9,981,339	\$0	\$184,276	\$1,866,070	\$0	\$0	\$13,252,416
<b>VP3</b>	2034-35	\$1,206,876	\$9,996,222	\$0	\$182,185	\$1,873,228	\$0	\$0	\$13,258,511
<b>VP4</b>	2035-36	\$1,193,713	\$10,010,360	\$0	\$180,198	\$1,877,908	\$0	\$0	\$13,262,179
<b>VP5</b>	2036-37	\$1,181,208	\$10,023,792	\$0	\$178,309	\$1,884,099	\$0	\$0	\$13,267,408

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

**Table 4 - Value Limitation Revenue Model Less Baseline Revenue Model with No Limitation**

Year of Agreement	School Year	M&O Taxes @		Recapture Costs	Additional Local M&O Collections	State Aid from Additional M&O Tax Collections	Recapture from the Additional Local Tax Effort	Other State Aid	Total General Fund
		Compressed Rate	State Aid						
<b>QTP0</b>	2019-20	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>QTP1</b>	2020-21	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>QTP1</b>	2021-22	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>QTP2/VL1</b>	2022-23	-\$359,654	\$0	\$0	-\$54,292	-\$765,791	\$0	\$0	-\$1,179,737
<b>VL2</b>	2023-24	-\$334,797	\$359,654	\$0	-\$50,540	\$143,555	\$0	\$0	\$117,872
<b>VL3</b>	2024-25	-\$311,184	\$334,797	\$0	-\$46,975	\$134,921	\$0	\$0	\$111,559
<b>VL4</b>	2025-26	-\$288,751	\$311,184	\$0	-\$43,589	\$127,194	\$0	\$0	\$106,038
<b>VL5</b>	2026-27	-\$267,439	\$288,751	\$0	-\$40,372	\$121,248	\$0	\$0	\$102,188
<b>VL6</b>	2027-28	-\$247,194	\$267,440	\$0	-\$37,316	\$113,866	\$0	\$0	\$96,796
<b>VL7</b>	2028-29	-\$227,960	\$247,194	\$0	-\$34,413	\$106,642	\$0	\$0	\$91,463
<b>VL8</b>	2029-30	-\$209,689	\$227,961	\$0	-\$31,655	\$100,440	\$0	\$0	\$87,057
<b>VL9</b>	2030-31	-\$192,330	\$209,689	\$0	-\$29,034	\$93,512	\$0	\$0	\$81,837
<b>VL10</b>	2031-32	-\$175,840	\$192,331	\$0	-\$26,545	\$88,333	\$0	\$0	\$78,279
<b>VP1</b>	2032-33	\$0	\$175,840	\$0	\$0	\$370,830	\$0	\$0	\$546,670
<b>VP2</b>	2033-34	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>VP3</b>	2034-35	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>VP4</b>	2035-36	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>VP5</b>	2036-37	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

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

**Table 5 - Estimated Financial Impact of the Monte Alto Wind Project Property Value Limitation Request Submitted to SRISD at \$1.05485 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
QTP0	2019-20	\$0	\$0	\$0	\$1.06835	\$0	\$0	\$0	\$0	\$0
QTP1	2020-21	\$0	\$0	\$0	\$1.05485	\$0	\$0	\$0	\$0	\$0
QTP2	2021-22	\$0	\$0	\$0	\$1.05485	\$0	\$0	\$0	\$0	\$0
VL1	2022-23	\$54,242,150	\$15,000,000	\$39,242,150	\$1.05485	\$572,173	\$158,227	\$413,945	-\$1,179,737	-\$765,792
VL2	2023-24	\$51,530,043	\$15,000,000	\$36,530,043	\$1.05485	\$543,564	\$158,227	\$385,337	\$0	\$385,337
VL3	2024-25	\$48,953,540	\$15,000,000	\$33,953,540	\$1.05485	\$516,386	\$158,227	\$358,158	\$0	\$358,158
VL4	2025-26	\$46,505,863	\$15,000,000	\$31,505,863	\$1.05485	\$490,566	\$158,227	\$332,339	\$0	\$332,339
VL5	2026-27	\$44,180,570	\$15,000,000	\$29,180,570	\$1.05485	\$466,038	\$158,227	\$307,811	\$0	\$307,811
VL6	2027-28	\$41,971,542	\$15,000,000	\$26,971,542	\$1.05485	\$442,736	\$158,227	\$284,509	\$0	\$284,509
VL7	2028-29	\$39,872,965	\$15,000,000	\$24,872,965	\$1.05485	\$420,599	\$158,227	\$262,372	\$0	\$262,372
VL8	2029-30	\$37,879,316	\$15,000,000	\$22,879,316	\$1.05485	\$399,569	\$158,227	\$241,342	\$0	\$241,342
VL9	2030-31	\$35,985,351	\$15,000,000	\$20,985,351	\$1.05485	\$379,591	\$158,227	\$221,364	\$0	\$221,364
VL10	2031-32	\$34,186,083	\$15,000,000	\$19,186,083	\$1.05485	\$360,611	\$158,227	\$202,384	\$0	\$202,384
VP1	2032-33	\$32,476,779	\$32,476,779	\$0	\$1.05485	\$342,581	\$342,581	\$0	\$0	\$0
VP2	2033-34	\$30,852,940	\$30,852,940	\$0	\$1.05485	\$325,452	\$325,452	\$0	\$0	\$0
VP3	2034-35	\$29,310,293	\$29,310,293	\$0	\$1.05485	\$309,179	\$309,179	\$0	\$0	\$0
VP4	2035-36	\$27,844,778	\$27,844,778	\$0	\$1.05485	\$293,720	\$293,720	\$0	\$0	\$0
VP5	2036-37	\$26,452,539	\$26,452,539	\$0	\$1.05485	\$279,034	\$279,034	\$0	\$0	\$0
						<b>\$6,141,800</b>	<b>\$3,132,239</b>	<b>\$3,009,561</b>	<b>-\$1,179,737</b>	<b>\$1,829,824</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, which could be significant under HB 3.
- 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.

### I&S Funding Impact on School District

The project remains fully taxable for debt services taxes, with SRISD currently levying a \$0.2770 per \$100 I&S rate. As shown in the Table 6 below, local taxpayers could benefit from the addition of the Monte Alto Wind project to the local I&S tax roll. The longer-term impact on taxpayers depends on the interaction of the state facilities programs with the associated property value changes.

The project is not expected to affect school district enrollment and is expected to depreciate over the life of the agreement and beyond. 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 6 - Estimated Impact of the Monte Alto Wind Project Property Value Limitation Request on SRISD I&S Tax Rate**

Year of Agreement	School Year	I&S Rate w/out Project	Local Value w/out Project	I&S Taxes w/out Project	Project Full Taxable Value	I&S Rate with Project Value	Change in I&S Rate
<b>QTP0</b>	2019-20	\$0.2770	\$93,793,435	\$259,775	\$0	\$0.276965	\$0.0000
<b>QTP1</b>	2020-21	\$0.2770	\$93,793,435	\$259,775	\$0	\$0.276965	\$0.0000
<b>QTP2</b>	2021-22	\$0.2770	\$93,793,435	\$259,775	\$0	\$0.276965	\$0.0000
<b>VL1</b>	2022-23	\$0.2770	\$93,793,435	\$259,775	\$54,242,150	\$0.175481	-\$0.1015
<b>VL2</b>	2023-24	\$0.2770	\$93,793,435	\$259,775	\$51,530,043	\$0.178756	-\$0.0982
<b>VL3</b>	2024-25	\$0.2770	\$93,793,435	\$259,775	\$48,953,540	\$0.181983	-\$0.0950
<b>VL4</b>	2025-26	\$0.2770	\$93,793,435	\$259,775	\$46,505,863	\$0.185158	-\$0.0918
<b>VL5</b>	2026-27	\$0.2770	\$93,793,435	\$259,775	\$44,180,570	\$0.188278	-\$0.0887
<b>VL6</b>	2027-28	\$0.2770	\$93,793,435	\$259,775	\$41,971,542	\$0.191342	-\$0.0856
<b>VL7</b>	2028-29	\$0.2770	\$93,793,435	\$259,775	\$39,872,965	\$0.194346	-\$0.0826
<b>VL8</b>	2029-30	\$0.2770	\$93,793,435	\$259,775	\$37,879,316	\$0.197288	-\$0.0797
<b>VL9</b>	2030-31	\$0.2770	\$93,793,435	\$259,775	\$35,985,351	\$0.200168	-\$0.0768
<b>VL10</b>	2031-32	\$0.2770	\$93,793,435	\$259,775	\$34,186,083	\$0.202982	-\$0.0740
<b>VP1</b>	2032-33	\$0.2770	\$93,793,435	\$259,775	\$32,476,779	\$0.205729	-\$0.0712
<b>VP2</b>	2033-34	\$0.2770	\$93,793,435	\$259,775	\$30,852,940	\$0.208410	-\$0.0686
<b>VP3</b>	2034-35	\$0.2770	\$93,793,435	\$259,775	\$29,310,293	\$0.211021	-\$0.0659
<b>VP4</b>	2035-36	\$0.2770	\$93,793,435	\$259,775	\$27,844,778	\$0.213564	-\$0.0634
<b>VP5</b>	2036-37	\$0.2770	\$93,793,435	\$259,775	\$26,452,539	\$0.216036	-\$0.0609

IFA and EDA state aid are now based on current-year values, which could affect the tax rate needed for bond payments in districts eligible for these funds.

# Attachment E

## Taxable Value of Property

# 031-Cameron

## 031-914/Santa Rosa ISD

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

Category	Local Tax Roll Value	2018 WTD Mean Ratio	2018 PTAD Value Estimate	2018 Value Assigned
A. SINGLE-FAMILY RESIDENCES	72,974,059	0.9564	76,300,773	72,974,059
B. MULTIFAMILY RESIDENCES	1,239,957	N/A	1,239,957	1,239,957
C1. VACANT LOTS	6,045,869	1.0795	5,600,620	6,045,869
C2. COLONIA LOTS	0	N/A	0	0
D1. QUALIFIED AG LAND	5,945,813	1.0943	5,433,204	5,945,813
D2. REAL PROP:FARM & RANCH	14,907	N/A	14,907	14,907
E. REAL PROP NONQUAL ACREAGE	16,949,906	0.8601	19,706,902	16,949,906
F1. COMMERCIAL REAL	4,065,857	N/A	4,065,857	4,065,857
F2. INDUSTRIAL REAL	130,573	N/A	130,573	130,573
G. OIL,GAS,MINERALS	220,537	N/A	220,537	220,537
J. UTILITIES	8,370,878	0.9401	8,904,242	8,370,878
L1. COMMERCIAL PERSONAL	1,516,850	N/A	1,516,850	1,516,850
L2. INDUSTRIAL PERSONAL	105,000	N/A	105,000	105,000
M. MOBILE HOMES	0	N/A	0	0
N. INTANGIBLE PERSONAL PROP	0	N/A	0	0
O. RESIDENTIAL INVENTORY	0	N/A	0	0
S. SPECIAL INVENTORY	0	N/A	0	0
Subtotal	117,580,206	0	123,239,422	117,580,206
Less Total Deductions	26,581,587	0	27,478,818	26,581,587
Total Taxable Value	90,998,619	0	95,760,604	90,998,619

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

T1	T2	T3	T4
96,809,685	90,998,619	96,809,685	90,998,619

Loss To the Additional \$10,000 Homestead Exemption	50% of the loss to the Local Optional Percentage Homestead Exemption
5,811,066	0

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

T7	T8	T9	T10
96,809,685	90,998,619	96,809,685	90,998,619

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

# 031-914-02/Santa Rosa ISD

Category	Local Tax Roll Value	2018 WTD Mean Ratio	2018 PTAD Value Estimate	2018 Value Assigned
A. SINGLE-FAMILY RESIDENCES	72,974,059	0.9564	76,300,773	72,974,059
B. MULTIFAMILY RESIDENCES	1,239,957	N/A	1,239,957	1,239,957
C1. VACANT LOTS	6,045,869	1.0795	5,600,620	6,045,869
C2. COLONIA LOTS	0	N/A	0	0
D1. QUALIFIED AG LAND	5,945,813	1.0943	5,433,204	5,945,813
D2. REAL PROP:FARM & RANCH	14,907	N/A	14,907	14,907
E. REAL PROP NONQUAL ACREAGE	16,949,906	0.8601	19,706,902	16,949,906
F1. COMMERCIAL REAL	4,065,857	N/A	4,065,857	4,065,857
F2. INDUSTRIAL REAL	130,573	N/A	130,573	130,573
G. OIL,GAS,MINERALS	220,537	N/A	220,537	220,537
J. UTILITIES	8,370,878	0.9401	8,904,242	8,370,878
L1. COMMERCIAL PERSONAL	1,516,850	N/A	1,516,850	1,516,850
L2. INDUSTRIAL PERSONAL	105,000	N/A	105,000	105,000
M. MOBILE HOMES	0	N/A	0	0
N. INTANGIBLE PERSONAL PROP	0	N/A	0	0
O. RESIDENTIAL INVENTORY	0	N/A	0	0
S. SPECIAL INVENTORY	0	N/A	0	0
<b>Subtotal</b>	<b>117,580,206</b>		<b>123,239,422</b>	<b>117,580,206</b>
<b>Less Total Deductions</b>	<b>26,581,587</b>		<b>27,478,818</b>	<b>26,581,587</b>
<b>Total Taxable Value</b>	<b>90,998,619</b>		<b>95,760,604</b>	<b>90,998,619</b>

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

T1	T2	T3	T4
96,809,685	90,998,619	96,809,685	90,998,619

Loss To the Additional \$10,000 Homestead Exemption	50 % of the loss to the Local Optional Percentage Homestead Exemption
5,811,066	0

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

T7	T8	T9	T10
96,809,685	90,998,619	96,809,685	90,998,619

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

# 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**

---

by and between

**SANTA ROSA INDEPENDENT SCHOOL DISTRICT**

and

**MONTE ALTO WINDPOWER, LLC**

*(Texas Taxpayer ID #32063809241)*

Comptroller Application # 1380

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Dated

September 30, 2019

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

*STATE OF TEXAS* §

*COUNTY OF CAMERON* §

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 **SANTA ROSA 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 **MONTE ALTO WINDPOWER, LLC**, Texas Taxpayer Identification Number 32063809241, 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 April 23, 2019, the Superintendent of Schools of the Santa Rosa 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 April 23, 2019, 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 July 11, 2019 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 Cameron Appraisal District established in Cameron County, Texas (the "Cameron 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 September 6, 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 September 30, 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 September 30, 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 September 30, 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 September 24, 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 September 30, 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 Monte Alto Windpower, LLC, (*Texas Taxpayer ID #32063809241*) 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 April 23, 2019. 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 Cameron County Appraisal District.

“Board of Trustees” means the Board of Trustees of the Santa Rosa Independent School District.

“Commercial Operation” means the date on which the project becomes commercially operational, has installed or constructed Qualified Property on the Land, and 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 Cameron County, Texas.

“District” or “School District” means the Santa Rosa 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 sixty (60) 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.

“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 could 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.

“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 for each year starting in the year of the Application Review Start Date and ending on the Final Termination Date as set forth in Section 4.2 of this Agreement.

“New M&O Revenue” means the total State and local Maintenance and Operations Revenue that District actually received for such school year.

“*Net Tax Benefit*” means, for any Tax Year, 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 such Tax Year 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 such Tax Year during the term of this Agreement, plus (B) any and all payments due to the District under Articles IV and V 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 July 11, 2019, 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 September 30, 2019.

C. The Qualifying Time Period for this Agreement:

- i. Starts on September 30, 2019, the Application Approval Date; and
- 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, 2022, the first complete Tax Year after the commencement of Commercial Operation;
- ii. Ends on December 31, 2031.

E. The Final Termination Date for this Agreement is December 31, 2036.

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 Fifteen Million Dollars (\$15,000,000) 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.

**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 \$5,000,000 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 \$646 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)(5) 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 sole and direct producing cause. 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, for which the execution of this Agreement was a sole and direct producing cause 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 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 Limitation Amount for such year

**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") approved each year by the District. 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, 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. 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). For any Tax Year outside of the Tax Limitation Period, Applicant shall not be responsible for the payment of an aggregate

amount of fees and expenses under this Section 4.6 which exceeds Seven Thousand Five Hundred Dollars (\$7,500.00).

**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 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 sole and direct 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 during any project construction year.

**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 the supplemental payments set forth in this Article VI, (the “Supplemental Payments”). 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, V, and VI 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 1,033, rounded to the nearest whole number.

**Section 6.3. STIPULATED SUPPLEMENTAL PAYMENT AMOUNT – SUBJECT TO STIPULATED ANNUAL PAYMENT LIMIT.** Applicant shall pay to the District the Supplemental Payments set forth on the following schedule on the payment dates shown on the following schedule.

<b>Tax Year</b>	<b>PAYMENT DUE DATE</b>	<b>AMOUNT OF ANNUAL PAYMENT LIMIT</b>
2022	January 31, 2023	\$82,000
2023	January 31, 2024	\$82,000
2024	January 31, 2025	\$82,000
2025	January 31, 2026	\$82,000
2026	January 31, 2027	\$82,000
2027	January 31, 2028	\$82,000
2028	January 31, 2029	\$82,000
2029	January 31, 2030	\$82,000
2030	January 31, 2031	\$82,000
2031	January 31, 2032	\$82,000

**Section 6.4. 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 6.5. 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 not greater than thirty (30) 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 thirty (30) 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 Cameron 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 Cameron, 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 thirty (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 thirty (30) 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 \$5,000,000 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. Angela Gonzalez  
Superintendent  
Santa Rosa Independent School District  
102 Jesus R. Cruz  
Santa Rosa, TX 78593  
Phone: (956) 636-9800  
Email: [angela.gonzalez@srtx.org](mailto:angela.gonzalez@srtx.org)

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

Milton Howard  
Vice President of Renewable Development  
Terra-Gen, LLC  
11455 El Camino Real Suite 160  
San Diego, CA 92130  
Phone: (858) 764-3754  
Email: [mhoward@terra-gen.com](mailto:mhoward@terra-gen.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 a collateral 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 Cameron.

**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.

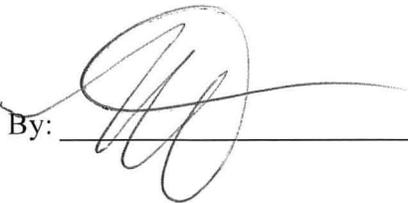
B. Delivery is deemed complete as follows:

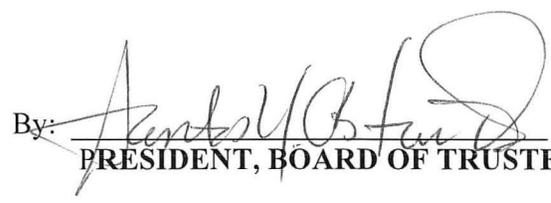
- i. When delivered if delivered personally or sent by express courier service;
- ii. Three (3) business days after the date of mailing if sent by registered or certified U.S. mail, postage prepaid, with return receipt requested;
- iii. When transmitted if sent by facsimile, provided a confirmation of 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 30th day of September, 2019.

**MONTE ALTO WINDPOWER, LLC**

**SANTA ROSA INDEPENDENT SCHOOL DISTRICT**

By:  \_\_\_\_\_

By:  \_\_\_\_\_  
**PRESIDENT, BOARD OF TRUSTEES**

**ATTEST:**

By:  \_\_\_\_\_  
**SECRETARY, BOARD OF TRUSTEES**

**EXHIBIT 1**  
**DESCRIPTION AND LOCATION OF ENTERPRISE OR REINVESTMENT ZONE**

At the time of the Application Approval Date, Cameron County has been designated as an Enterprise Zone. A Map of this Enterprise 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 Enterprise Zone and the Project Boundary within the Santa Rosa Independent School District.

## Legal Description

COLLINS SUBDIVISION BLK 63, 2.7400 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 22 PTSE20, 1.3100 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 22 SE, 18.6900 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD 8.609 ACS PT SW 20 ACS BLK 22  
ABST 10- F STEWART SUBD LOT 1 BLK 1 .938 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 19 E18.59N40, 18.5900 ACRES  
BLK 30 CAMERON COUNTY DEVELOPMENT CO SUBD 10.130 ACRES OF E 40.26 ACRES (VOL 4 PG 45 CCMR)  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 31 NW, 20.0000 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD E6N10.17NE20.17 BLK 34, 6.0000 ACS  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 23 S10.08NE20.08, 10.0800 ACS  
ABST 10 - EAST CANTU ROAD LOT 8 BLK 1, 1.20 ACS OUT OF 1.463 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 34 PTS10NW20, 1.1290 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 26 S1/2NE20, 10.0000 ACRES  
ABST 10 - EAST CANTU ROAD LOT 2 BLK 1, 1.4630 ACRES  
ASILO DE TIERRA LOT 8, 4.7950 ACRES  
COLLINS SUBDIVISION BLK 85, 1.0000 ACRES  
COLLINS SUBDIVISION 36.440 ACRES BLK 86 ABST 10  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 23 N10SE20.07, 10.0000 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD 9.0 ACS OF PT SW 20 ACS BLK 22  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 27 N10W20.04, 1.0000 ACRE  
COLLINS SUBDIVISION BLK 82 N, 20.0000 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 26 SE, 10.0000 ACRES  
ABST 10 - EAST CANTU ROAD LOT 5 BLK 1, 1.4630 ACRES  
COLLINS SUBDIVISION BLK 83 N, 19.2600 ACRES  
ABST 10 - MITCHEL LT 2 BLK 1, 2.5000 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD PTS10.02NW20.02 BLK 22, 9.5920 ACS  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 27 PTS30., 29.3590 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 34 SE, 20.1800 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 22 PTSW20, 1.8600 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 26 S30.17W40.17, 30.1700 ACRES  
ASILO DE TIERRA LOT 5, 2.0260 ACRES  
ASILO DE TIERRA LOT 2, 1.0000 ACRE  
CAMERON COUNTY DEVELOPMENT CO SUBD S10.170NE20.17 BLK 34, 10.1700 ACS  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 22 SE, 18.6900 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 19 PTS1/2SE1/4, 0.2900 ACRES  
COLLINS SUBDIVISION BLK 82 S, 19.2900 ACRES  
COLLINS SUBDIVISION BLK 84 S, 20.0000 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD N10SE20 BLK 26, 10.0000 ACRES  
ABST 10 - EAST CANTU ROAD LOT 4 BLK 1, 1.4630 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD PTN25.17E40.17 BLK 27 NECOR, 1.0000 ACRE  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 30 10.07 ACS OUT OF N30.13E40.26, TRACT I  
COLLINS SUBDIVISION BLK 84 S9.26N19.26, 9.2600 ACRES  
ASILO DE TIERRA LOT 1, 1.0000 ACRE  
ABST 10 - EAST CANTU ROAD LOT 7 BLK 1, 1.4630 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 19 PTN1/2SW1/4, 9.5000 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 19 W1/2N40., 10.5080 ACRES

ABST 10 - EAST CANTU ROAD LOT 3 BLK 1, 1.4630 ACRES  
COLLINS SUBDIVISION BLK 73 S, 1.0000 ACRES  
ABST 10 - MITCHEL LT 1 BLK 1, 2.5000 ACRES  
ABST 10 - MITCHEL LT 3 BLK 1, 2.5000 ACRES  
COLLINS SUBDIVISION BLK 71 TRACT 1, 4.0390 ACRES  
ASILO DE TIERRA LOT 6, 2.0260 ACRES  
LOT 7 BLK 1 SANTA ROSA GARDENS SUBDIVISION (CAB 1 SLOT 1878-A&B CCMR)  
SANTA ROSA GARDENS SUBDIVISION LOT 8 BLK 1 (CAB 1 SLOT 1878-A&B CCMR)  
ASILO DE TIERRA LOT 3, 1.0260 ACRES  
ABST 10 - MITCHEL LOT 4 BLK 1, 2.5000 ACRES  
ASILO DE TIERRA LOT 4, 1.0260 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD PT BLK 35 SWCORNER, 1.7500 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD S10NW20 & N10SW20 BLK23, 20.000ACS

COLLINS SUBDIVISION BLK 62 EPTS24.62, 0.5300 ACRES  
COLLINS SUBDIVISION BLK 74 N5W10N19.42, 5.0000 ACRES  
COLLINS SUBDIVISION BLK 65, 39.5500 ACRES  
COLLINS SUBDIVISION BLK 74 S5W10N19.42, 5.0000 ACRES  
SANTA ROSA GARDENS SUBDIVISION LOT 4 BLK 1 (CAB 1 SLOT 1878-A&B CCMR)  
BLK 32 CAMERON COUNTY DEVELOPMENT CO SUBD 48.540 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 23 N10NE20.08, 10.0000 ACRES  
ABST 10 - EAST CANTU ROAD LOT 6 BLK 1, 1.4630 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 31 N10SW20, 10.0000 ACRES  
COLLINS SUBDIVISION 3.5600 ACRES BLK 86 (CEMETERY)  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 33 S, 11.4600 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 28 S, 1.2500 ACRES  
ASILO DE TIERRA LOT 7, 4.3070 ACRES  
COLLINS SUBDIVISION BLK 63 SRYWCAN, 8.4300 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD PT BLK 29, 45.0200 ACRES  
COLLINS SUBDIVISION BLK 62 PTN15, 2.0700 ACRES  
SANTA ROSA GARDENS SUBDIVISION LOT 3 BLK 1 (CAB 1 SLOT 1878-A&B CCMR)  
SANTA ROSA GARDENS SUBDIVISION LOT 13 BLK 1 (CAB 1 SLOT 1878-A&B CCMR)  
SANTA ROSA GARDENS SUBDIVISION LOT 1 BLK 1 (CAB 1 SLOT 1878-A&B CCMR)  
COLLINS SUBDIVISION W4W6E12.31S24.62 BLK 62, 4.0000 ACRES  
COLLINS SUBDIVISION BLK 74 E9.42N19.42, 9.4200 ACRES  
SANTA ROSA GARDENS SUBDIVISION LOT 12 BLK 1 (CAB 1 SLOT 1878-A&B CCMR)  
SANTA ROSA GARDENS SUBDIVISION LOT 11 BLK 1 (CAB 1 SLOT 1878-A&B CCMR)  
CAMERON COUNTY DEVELOPMENT CO SUBD 63.070 ACRES OF N PT BLK 33 ABST 10  
SANTA ROSA GARDENS SUBDIVISION LOT 2 BLK 1 (CAB 1 SLOT 1878-A&B CCMR)  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 20, 44.0700 ACRES  
COLLINS SUBDIVISION BLK 63 NE, 28.4200 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 32 N20S40, 20.0000 ACRES  
SANTA ROSA GARDENS SUBDIVISION LOT 10 BLK 1 (CAB 1 SLOT 1878-A&B CCMR)  
SANTA ROSA GARDENS SUBDIVISION LOT 9 BLK 1 (CAB 1 SLOT 1878-A&B CCMR)  
CAMERON COUNTY DEVELOPMENT CO SUBD N15S26.56 BLK 33, 15.0000 ACRES  
SANTA ROSA GARDENS SUBDIVISION LOT 5 BLK 1 (CAB 1 SLOT 1878-A&B CCMR)  
COLLINS SUBDIVISION BLK 74 S, 20.0000 ACRES

COLLINS SUBDIVISION BLK 66, 39.5500 ACRES  
SANTA ROSA GARDENS SUBDIVISION LOT 6 BLK 1 (CAB 1 SLOT 1878-A&B CCMR)  
COLLINS SUBDIVISION BLK 62 PTN12.93SOFSP, 4.2500 ACRES  
COLLINS SUBDIVISION BLK 67, 39.5200 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 30 W, 38.2860 ACRES  
BLK 2559 CAPISALLO DISTRICT SUBDIVISION E 13.9400 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 31 S10SW20, 10.0000 ACRES  
BLK 2527 CAPISALLO DISTRICT SUBDIVISION W 13.7400 ACRES  
BLK 2528 CAPISALLO DISTRICT SUBDIVISION E 13.6400 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 28 PTN41.6, 13.8600 ACRES  
BLK 2527 CAPISALLO DISTRICT SUBDIVISION E 14.3900 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 28 N18.84S43.84, 17.8400 ACRES  
BLK 2521 CAPISALLO DISTRICT SUBDIVISION 38.1600 ACRES  
BLK 2522 CAPISALLO DISTRICT SUBDIVISION 38.1600 ACRES  
BLK 2554 CAPISALLO DISTRICT SUBDIVISION 40.0000 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 28 S, 24.9100 ACRES  
COLLINS SUBDIVISION BLK 79 S, 20.0000 ACRES  
BLK 2556 CAPISALLO DISTRICT SUBDIVISION 40.00 ACRES  
BLK 2557 CAPISALLO DISTRICT SUBDIVISION 40.00 ACRES  
BLK 2558 CAPISALLO DISTRICT SUBDIVISION W 10.8900 ACRES(HB 670 SHARED PROPERTY)  
BLK 2528 CAPISALLO DISTRICT SUBDIVISION W 14.2100 ACRES  
BLK 2526 CAPISALLO DISTRICT SUBDIVISION W 12.1800 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 29 S, 20.0000 ACRES  
BLK 2523 CAPISALLO DISTRICT SUBDIVISION 40.0000 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 28 PTN41.6, 27.7400 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 29, 22.5200 ACRES  
BLK 2559 CAPISALLO DISTRICT SUBDIVISION W 11.5400 ACRES  
BLK 2560 CAPISALLO DISTRICT SUBDIVISION W 9.6700 ACRES  
COLLINS SUBDIVISION BLK 76, 39.3900 ACRES  
COLLINS SUBDIVISION 3.5600 ACRES BLK 86 (CEMETERY)  
COLLINS SUBDIVISION 3.0 ACS OF S 12.34 ACS BLK 73  
COLLINS SUBDIVISION S 9.34 ACS BLK 73  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 31 NE, 20.1700 ACRES  
COLLINS SUBDIVISION N 41.1400 ACRES BLK 87

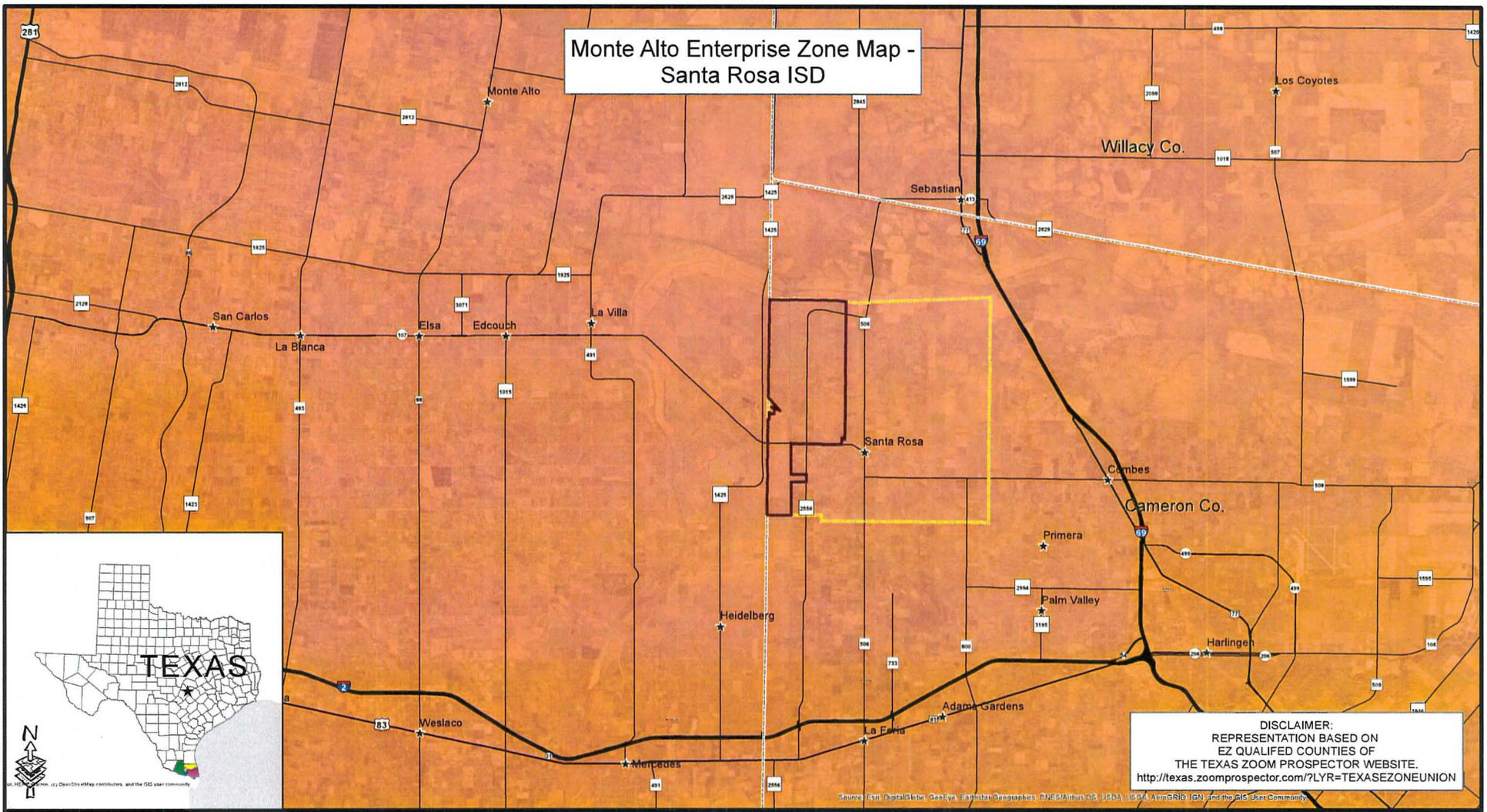
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 31 SE, 20.1500 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 32 S, 20.0000 ACRES  
COLLINS SUBDIVISION W 10 ACRES OF S 13.00 BLK 88 ABST 10  
COLLINS SUBDIVISION BLK 73 N6.66E20, 6.1000 ACRES  
COLLINS SUBDIVISION BLK 71 TRACT 1, 4.0390 ACRES  
COLLINS SUBDIVISION BLK 81 S, 15.8900 ACRES  
COLLINS SUBDIVISION BLK 87 S, 1.0000 ACRES  
COLLINS SUBDIVISION BLK 62 PTE6.31, 0.6500 ACRES  
COLLINS SUBDIVISION BLK 70, 1.0000 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD W4N10.17NE20.17 BLK 34, 4.0000 ACS  
ABST 10 - EAST CANTU ROAD LOT 1 BLOCK 1 1.463 ACRES  
COLLINS SUBDIVISION BLK 71 PT TRACT 2, 2.5000 ACRES

CAMERON COUNTY DEVELOPMENT CO SUBD BLK 36 N20S40., 19.0000 ACRES  
COLLINS SUBDIVISION BLK 71 PT TRACT 2, 0.1700 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD 2.2480 ACRES OF 3.764 OF W 1/2 OF N40 AC BLK 19  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 36 N, 1.8900 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 1 1.516 ACRES OF 3.764 AC OF W 1/2 OF N40 AC BLK 19  
COLLINS SUBDIVISION BLK 71 PT TRACT 2, 1.0000 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 19 PTW1/2N40, 5.5740 ACRES  
SANTA ROSA GARDENS SUBDIVISION LOT 14 BLK 1 (CAB 1 SLOT 1878-A&B CCMR)  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 36 S20.S40., 20.0000 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD E7.82N15.64 BLK35, 7.8200 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 22 N10NW20.02, 9.5700 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD PTN10NW20 BLK 34, 2.0000 ACRES  
COLLINS SUBDIVISION BLK 75, 39.3900 ACRES  
BLK 2555 CAPISALLO DISTRICT SUBDIVISION 33.9200 ACRES  
ABST 10 - EAST CANTU ROAD LOT 13 BLK 1, 0.5000 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD S 14.786 ACRES OF N 34.72 ACRES BLK 37 ABST 10  
ABST 10 - EAST CANTU ROAD LOT 12 BLK 1, 0.5000 ACRES  
ABST 10 - EAST CANTU ROAD LOT 10 BLK 1, 0.5000 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 36 N20S40., 1.0000 ACRE  
ABST 10 - EAST CANTU ROAD LOT 9 BLK 1, 1.4630 ACRES  
ABST 10 - EAST CANTU ROAD LOT 11 BLK 1, 0.5000 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 22 NE, 20.0400 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 23 N10NW20, 10.0000 ACRES  
COLLINS SUBDIVISION BLK 71 PT TRACT 2, 4.4090 ACRES  
COLLINS SUBDIVISION BLK 79 N, 19.3300 ACRES  
COLLINS SUBDIVISION N 29.42 ACRES OUT OF BLK 61  
COLLINS SUBDIVISION E1.97W6E12.31S24.62 BLK 62, 1.9700 ACRES  
BLK 2561 CAPISALLO DISTRICT SUBDIVISION W 9.0500 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 24 PTS44.74, 1.0000 ACRES  
COLLINS SUBDIVISION 1.0 AC OF W 5.00 AC OUT OF S 10 AC BLK 61  
CAMERON COUNTY DEVELOPMENT CO SUBD W12.220S24.56N40.2 ACS, BLK 35  
COLLINS SUBDIVISION BLK 75, 39.3900 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD PT S 1/2 SE 1/4 BLK 19  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 20, 0.379 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD 18.2500 ACRES OF W 20 AC OF BLK 35  
CAMERON COUNTY DEVELOPMENT CO SUBD E12.34S24.56N40.3 BLK 35, 12.3400 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD 22.02 ACRES OFS 44.74 ACRES BLK 24  
COLLINS SUBDIVISION W 4.00 AC OUT OF S 10.00 AC BLK 61  
COLLINS SUBDIVISION E 5.00 AC OUT OF S 10.00 OF BLK 61  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 19 N1/2SE1/4, 17.7760 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 36 N20S60, 20.0000 ACRES  
LOT 5 BLK 2 LONGORIA ACRES SUBDIVISION (CCMR C1-2973A 2-20-09)  
COLLINS SUBDIVISION W 12.00 ACRES OF S 24.62 ACRES OF BLK 62  
CAMERON COUNTY DEVELOPMENT CO SUBD W12.220S24.56N40.2 ACS, BLK 35  
BLK 27 CAMERON COUNTY DEVELOPMENT CO SUBD 10.06 ACRES OF N 25.17 ACRES OF E 40 ACS (VOL 4 PG 45 CC  
BLK 27 CAMERON COUNTY DEVELOPMENT CO SUBD S 15.040 ACRES OF N 25 OF W 40 ACRES (VOL 4 PG 45 CCMR  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 27 N10W20.04, 9.0000 ACRES

BLK 27 CAMERON COUNTY DEVELOPMENT CO SUBD 13.11 ACRES OF N 25.17 ACRES OF E 40 ACS (VOL 4 PG 45 CC  
LOT 7 BLK 1 LONGORIA ACRES SUBDIVISION (CCMR C1-2973A 2-20-09)  
LOT 1 BLK 2 LONGORIA ACRES SUBDIVISION (CCMR C1-2973A 2-20-09)  
CAMERON COUNTY DEVELOPMENT CO SUBD 20.81 ACS OF 42.832 ACS BLK 24 PTS44.74 ACS ABST 10  
LOT 2 BLK 1 LONGORIA ACRES SUBDIVISION (CCMR C1-2973A 2-20-09)  
LOT 6 BLK 1 LONGORIA ACRES SUBDIVISION (CCMR C1-2973A 2-20-09)  
LOT 1 BLK 1 LONGORIA ACRES SUBDIVISION (CCMR C1-2973A 2-20-09)  
LOT 5 BLK 1 LONGORIA ACRES SUBDIVISION (CCMR C1-2973A 2-20-09)  
LOT 3 BLK 1 LONGORIA ACRES SUBDIVISION (CCMR C1-2973A 2-20-09)  
LOT 3 BLK 2 LONGORIA ACRES SUBDIVISION (CCMR C1-2973A 2-20-09)  
LOT 4 BLK 1 LONGORIA ACRES SUBDIVISION (CCMR C1-2973A 2-20-09)  
LOT 1A BLK 2 LONGORIA ACRES SUBDIVISION (CCMR C1-2973A 2-20-09)  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 21 PTW20N61.84, 17.7000 ACRES  
LOT 2 BLK 2 LONGORIA ACRES SUBDIVISION (CCMR C1-2973A 2-20-09)  
LOT 6 BLK 2 LONGORIA ACRES SUBDIVISION (CCMR C1-2973A 2-20-09)  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 21 N, 19.40 AC OF 20.05 ACS OUT OF 37.08 ACS  
BLK 2560 CAPISALLO DISTRICT SUBDIVISION E 13.9400 ACRES  
COLLINS SUBDIVISION BLK 75, 39.3900 ACRES  
COLLINS SUBDIVISION BLK 77, 38.3600 ACRES  
COLLINS SUBDIVISION 1.00 ACRES OUT OF 10.00 ACS OUT OF BLK 88  
COLLINS SUBDIVISION BLK 77, 1.0000 ACRES  
BLK 35 & 38 CAMERON COUNTY DEVELOPMENT CO SUBD 2.2018 ACRES OUT OF 15.33 ACS (TRACT I)  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 23 PTS1/2SW20, 2.96 ACRES OUT OF 9.0000 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 13 PTN40, 26.6600 ACRES  
BLK 35 & 38 CAMERON COUNTY DEVELOPMENT CO SUBD 5.6314 ACRES OUT OF 15.33 ACRES (TRACT IV)  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 13 PTN40, 13.3400 ACRES  
BLK 2558 CAPISALLO DISTRICT SUBDIVISION E 14.8500 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 34 PTN10NW20., 0.2390 ACRES  
COLLINS SUBDIVISION 10.11 ACS OUT OF 20.12 AC BLK 70 (VOL 3 P. 19 CCMR)  
COLLINS SUBDIVISION 10.01 AC OUT OF 20.12 AC BLK 70 (VOL 3 PG 19 CCMR)  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 34 PTN10NW20, 0.4270 ACRES  
BLK 35 & 38 CAMERON COUNTY DEVELOPMENT CO SUBD 1.8741 ACRES OUT OF 15.33 ACRES (TRACT II)  
COLLINS SUBDIVISION 10.01 ACS OUT OF 38.49 ACS BLK 70  
BLK 38 CAMERON COUNTY DEVELOPMENT CO SUBD E 27.580 ACRES OF S 15.09 ACRES OUT OF A 27.590 ACRES  
COLLINS SUBDIVISION BLK 72, 39.4600 ACRES  
BLK 35 & 38 CAMERON COUNTY DEVELOPMENT CO SUBD 5.6225 ACRES OUT OF 15.33 ACRES (TRACT III)  
CAMERON COUNTY DEVELOPMENT CO SUBD PT N10NW20 BLK 34, 2.9300 ACRES  
COLLINS SUBDIVISION BLK 68, 39.5200 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD SW 20.00 ACRES OF BLK 34  
COLLINS SUBDIVISION BLK 88 N, 1.0000 ACRES  
BLK 2550 CAPISALLO DISTRICT SUBDIVISION 24.3300 ACRES  
COLLINS SUBDIVISION BLK 80 W10.33S24.33, 10.0000 ACRES  
BLK 2520 CAPISALLO DISTRICT SUBDIVISION 25.6000 ACRES  
BLK 2518 CAPISALLO DISTRICT SUBDIVISION 26.8900 ACRES O  
COLLINS SUBDIVISION BLK 80 N, 15.0000 ACRES  
BLK 2549 CAPISALLO DISTRICT SUBDIVISION 24.9600 ACRES  
BLK 2552 CAPISALLO DISTRICT SUBDIVISION 17.5900 ACRES

BLK 2519 CAPISALLO DISTRICT SUBDIVISION 26.2300 ACRES  
BLK 2553 CAPISALLO DISTRICT SUBDIVISION 23.0600 ACRES  
COLLINS SUBDIVISION BLK 80 E14.S24.33, 14.0000 ACRES  
COLLINS SUBDIVISION BLK 78, 39.3600 ACRES  
BLK 2526 CAPISALLO DISTRICT SUBDIVISION E 14.3900 ACRES  
COLLINS SUBDIVISION BLK 83 S10N29.26, 10.0000 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 21, 2.7600 ACRES  
BLK 83 COLLINS SUBDIVISION E 5.00 ACS OUT OF S 10.00 ACRES (VOL 3 PG 19 MRCC)  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 34 PTN10NW20, 4.0000 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 34 PTN10NW20, 0.2390 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 21 N, .65 AC OUT OF 20.05 ACS OUT OF 37.08 ACS  
COLLINS SUBDIVISION BLK 81 N, 24.0000 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 36 N & BLK 37 S, 34.481 ACS OUT OF 34.64 ACRES  
BLK 83 COLLINS SUBDIVISION W 5.00 ACS OUT OF S 10.00 ACRES (VOL 3 PG 19 MRCC)  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 21 N, 19.40 AC OF 20.05 ACS OUT OF 37.08 ACS  
COLLINS SUBDIVISION 46.43 ACS BLK 88  
CAMERON COUNTY DEVELOPMENT CO SUBD PTN40 BLK 24, 1.0000 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 36 N & BLK 37 S, .159 ACS OUT OF 34.64 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 21 PTW20N61.84, 1.0000 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 24 PTN40, 39.0000 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 21 S, 20.8400 ACRES  
COLLINS SUBDIVISION BLK 69 & TRACTS 6-7, 36.1580 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 30 10.07 ACS OUT OF N30.13E40.26, TRACT I  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 30 10.03 ACS OUT OF N30.13E40.26, TRACT II  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 30 10.03 ACS OUT OF N30.13E40.26, TRACT III  
COLLINS SUBDIVISION BLK 85, 19.00 AC OUT OF 39.00 ACRES  
BLK 2587, 2588, CAPISALLO DISTRICT SUBDIVISION 11.0910 ACRES HB 670  
COLLINS SUBDIVISION S1/2 OF N1/2 BLK 85, 10.00 AC OUT OF 39.00 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 35 SE, 20.1700 ACRES  
COLLINS SUBDIVISION BLK 85, 10.00 AC OUT OF 29.00 ACRES  
BLK 2588, 2589, 2590, 2617 CAPISALLO DISTRICT SUBDIVISION 17.4407 OUT OF 868.3690 ACRES OF BLKS 2588, 2589, 2590, 2617  
COLLINS SUBDIVISION BLK 62 N, 8.340 ACRES  
COLLINS SUBDIVISION BLK PT 64, 1.665 AC OUT OF 39.4900 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 21 S, 1.0000 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 21 PTS20N61.84, 1.3000 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 25, 2.9000 ACRES  
COLLINS SUBDIVISION BLK 71 TRACTS 3-5, 26.6350 ACRES  
CAPISALLO DISTRICT SUBDIVISION BLOCKS 2583, 2584, 2587 THRU 2596, 2617 THRU 2628, 2648 THRU 2659, 2670  
LOT 1 BLK 1 L.G. RANCH SUBDIVISION (2017 C1-3499 CCMR FILED 08/30/2016)  
CAMERON COUNTY DEVELOPMENT CO SUBD 19.8500 ACRES BLK 37 ABST 10  
LOT 15 BLK 1 SANTA ROSA GARDENS SUBDIVISION (CAB 1 SLOT 1878-A&B CCMR) (CAB 1 SLOT 1878-A&B CCMR)  
CAMERON COUNTY DEVELOPMENT CO SUBD PT BLK 25, 55.3600 ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 19 PTSW 1/4 9.39ACRES  
CAMERON COUNTY DEVELOPMENT CO SUBD BLK 23 PTS1/2SW20, 7.04 ACRE OF 9.00 ACRES  
COLLINS SUBDIVISION BLK PT 64, 27.8240 AC OUT OF 37.825 AC OUT OF 39.4900 AC  
COLLINS SUBDIVISION BLK PT 64, 10.001 AC OUT OF 37.825 AC  
COLLINS SUBDIVISION 8.36 ACRES OUT OF BLK 70 (VOL 3 P. 19 CCMR)

# Monte Alto Enterprise Zone Map - Santa Rosa ISD



DISCLAIMER:  
 REPRESENTATION BASED ON  
 EZ QUALIFIED COUNTIES OF  
 THE TEXAS ZOOM PROSPECTOR WEBSITE.  
<http://texas.zoomprospector.com/?LYR=TEXASEZONEUNION>

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNR/Airphoto, USDA, USDA, AerialGRID, IGN, and the GIS User Community



**Legend**  
 ★ City  
 [Yellow Outline] Project Boundary  
 [Orange Shaded Area] QUALIFIED COUNTIES

**Terra-Gen, LLC**  
**Monte Alto Project**  
 Phase 1 - 200MW

Project Location: Hidalgo & Cameron County, Texas

Draft-Subject to change

Prepared by: MBJ Date: 06/20/2019

## **EXHIBIT 2 DESCRIPTION AND LOCATION OF LAND**

The Land on which the Qualified Property that is subject to this Agreement shall be located and on which the Qualified Investment that is subject to this Agreement shall be made is described by the map attached to **Exhibit 1**, which is in the Enterprise Zone and Project Boundary within Santa Rosa ISD.

### **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 September 30, 2019, that is owned by the Applicant, as more fully described in Tab #7 of the Application and Exhibit 4, and all the qualified investment in the enterprise zone and project boundary is within Santa Rosa ISD and is depicted on the map attached to **Exhibit 4**.

### ***Description of Qualified Investment***

***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(7) (Tab 7).***

The Applicant is requesting an appraised value limitation on all of the property constructed or placed upon the real property within Santa Rosa ISD, which is located in Cameron County, Texas.

The property for which the Applicant is requesting an appraised value limitation shall include, but is NOT limited to, the following: up to 22 wind turbines, with a nameplate capacity of 2.2 MW and a combined total generating capacity of approximately 33 MW; up to 22 steel reinforced concrete foundations supporting the weight of each turbine tower; up to 22 electric power transformers; underground conductor cables used to transport electricity from each turbine tower to an electrical substation; and a new electrical substation interconnected to the AEP Rio Hondo to North Edinburg, 345kV transmission line located in Cameron and Hidalgo Counties.

Additionally, the map provided does not represent the final location of the improvements; however, all of the improvements that make up the amount of Qualified Investment will be made within the Project Investment Area as shown on Map Exhibit on Attachment 11a.

***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).***

Not Applicable. The proposed Operations and Maintenance building and electrical substation facility to be constructed will not be located within Santa Rosa ISD boundaries.

**EXHIBIT 4**

**DESCRIPTION AND LOCATION OF QUALIFIED PROPERTY**

This Agreement covers all qualified property within Santa Rosa ISD necessary for the commercial operations of the wind-powered electric generating facility. All the Qualified Property for this Project will be located within the Enterprise Zone and project boundary within the Santa Rosa Independent School District and depicted on the map attached to **Exhibit 4**.

### ***Description of Qualified Property***

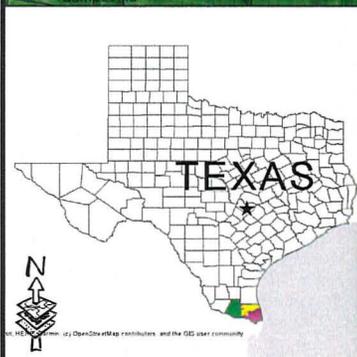
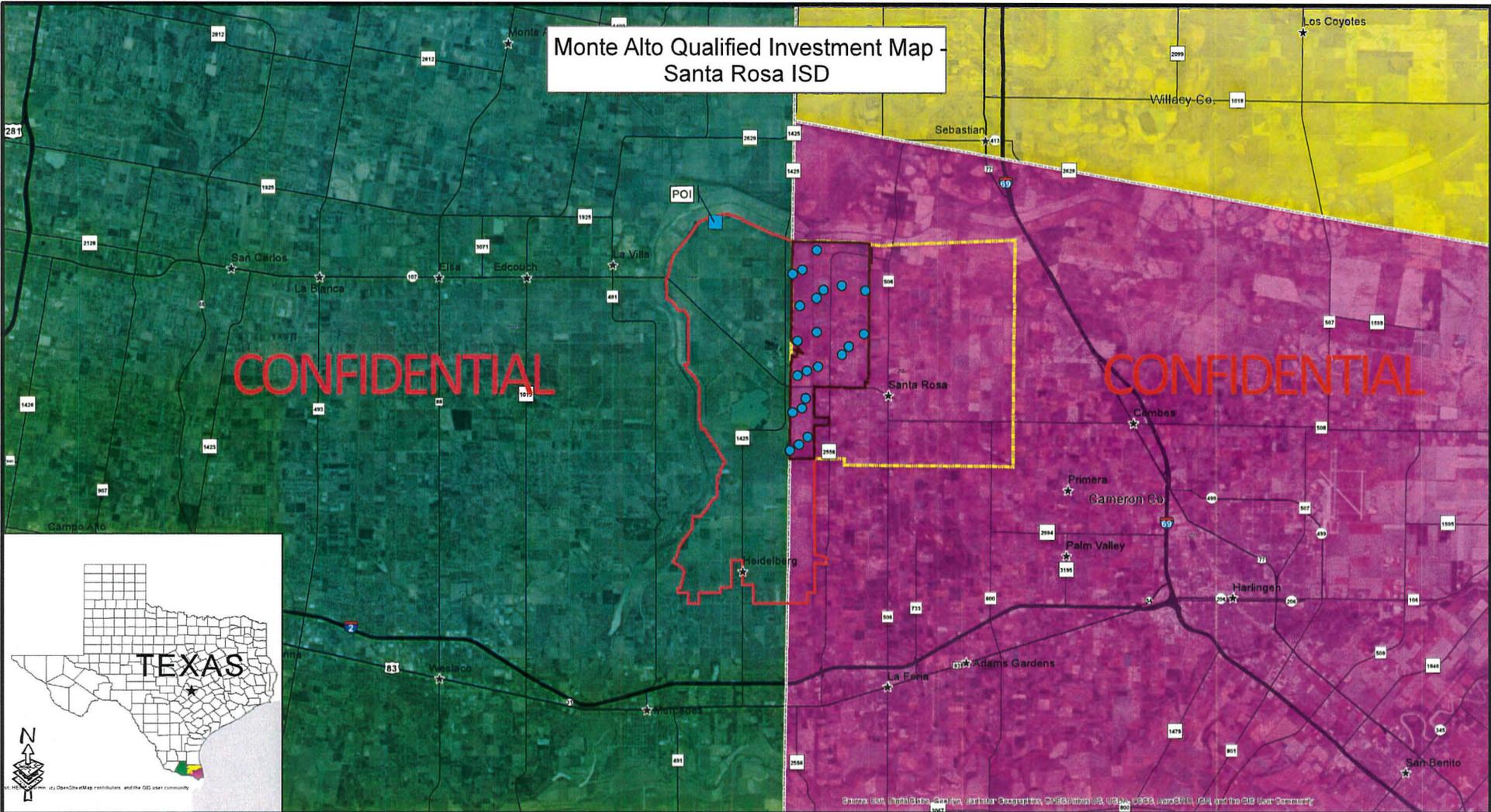
Monte Alto Windpower, LLC plans to construct an estimated 48 MW wind farm within Santa Rosa ISD boundaries. Additional improvements of Qualified Property located within Santa Rosa ISD boundary include:

- 22 Wind Turbines with a nameplate capacity of 2.2 MW;
- 22 Wind Turbine Foundations;
- Several thousand feet of Transmission Collection System cable & Junction Boxes;
- Overhead Transmission and Interconnection infrastructure;
- All weather Road work sloped for drainage;

Monte Alto anticipates using 22 wind turbines with a nameplate capacity of 2.2 MW. Although final turbine selection and location of the infrastructure may change, all of equipment outlined above is expected to be located within Santa Rosa ISD boundaries. Current plans are to install turbines in one phase. Monte Alto has obtained grants of lease and easement covering approximately 4,315 acres within Santa Rosa ISD boundaries.

The exact placement of turbines is subject to ongoing planning, wind resource evaluation, engineering, land leasing, and turbine selection. The final number and location of turbines and supporting structures will be determined before construction begins. However, any changes in the number and location of turbines will not have a significant impact on the total investment. Monte Alto intends to connect to AEP Rio Hondo to North Edinburg, 345kV transmission line internal to the Project. All of the infrastructure will remain within the project boundary and within the Cameron County Enterprise Zone. The map in Attachment 11b shows the proposed project area with the anticipated improvement locations.

# Monte Alto Qualified Investment Map - Santa Rosa ISD



- ★ City
- V120-2.2MW WTG (22)
- O & M BUILDING
- POI

**Legend**

- ▭ Project Boundary
- ▭ School Bndry
- ▭ Cameron Co.
- ▭ Hidalgo Co.
- ▭ Willacy Co.

**Terra-Gen, LLC**  
**Monte Alto Project**  
**Phase 1 - 200MW**

Project Location: Hidalgo & Cameron County, Texas

Draft-Subject to change

Prepared by: MBJ      Date: 05/19/2019

## Attachment H

### Consultant Verification Letter



LYNN M. MOAK, PARTNER

DANIEL T. CASEY, PARTNER

September 30, 2019

President and Members  
Board of Trustees  
Santa Rosa Independent School District  
102 Jesus R. Cruz  
Santa Rosa, Texas 78593

*Re: Recommendations and Findings of the Firm Concerning the Application of Monte Alto Windpower, LLC (#1380) for a 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 Santa Rosa Independent School District, with respect to the pending Application of Monte Alto Windpower, 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 Monte Alto Windpower, 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  
Partner

[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**

September 30, 2019

President and Members  
Board of Trustees  
Santa Rosa Independent School District  
102 Jesus R. Cruz  
Santa Rosa, Texas 78593

*Re: Recommendations and Findings of the Firm Concerning Application of Monte Alto Windpower, LLC (#1380) for a 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 Santa Rosa Independent School District, with respect to the pending Application of Monte Alto Windpower, 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 Monte Alto Windpower, 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 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 Monte Alto Windpower, LLC for a 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

September 24, 2019

Dr. Angela Gonzalez  
Superintendent  
Santa Rosa Independent School District  
P.O. Box 395  
Santa Rosa, Texas 78593

Re: Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations taxes by and between Santa Rosa Independent School District and Monte Alto Windpower, LLC, Application 1380

Dear Superintendent Gonzalez:

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 Santa Rosa Independent School District and Monte Alto Windpower, 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,

Will Counihan  
Director  
Data Analysis & Transparency Division

cc: Dan Casey, Moak, Casey & Associates  
Milton Howard, Terra-Gen, LLC  
Damon Huplosky, Terra-Gen, LLC  
Robert Pena, Jr., Texas Energy Consultants

## 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.