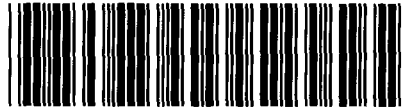


Control Number: 35077



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Addendum StartPage: 0



An AEP Company

BOUNDLESS ENERGY

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April 21, 2020

Ana Treviño
Filing Clerk
Public Utility Commission of Texas
1701 Congress Avenue
P.O. Box 13326
Austin, TX 78711-3326

Re: PUC Docket No. 35077
Second Amended and Restated ERCOT Standard Generation Interconnection Agreement
between AEP Texas Inc. and Rayos Del Sol Solar Project, LLC
Filing Pursuant to 16 Tex. Admin. Code § 25.195(e) (TAC)

To whom it may concern:

Enclosed for filing are four copies of the Second Amended and Restated ERCOT Standard Generation Interconnection Agreement, dated April 9, 2020, between AEP Texas Inc. ("AEP") and Rayos Del Sol Solar Project, LLC ("Generator") (the "Agreement"). AEP is subject to the jurisdiction of the Federal Energy Regulatory Commission ("FERC") with respect to transmission rates and service, including generation interconnections. This Agreement has been filed for acceptance with FERC. AEP is also filing this Agreement with the PUCT for informational purposes. Because the Agreement contains deviations from the Commission-approved ERCOT Standard Generation Interconnection Agreement (2007 version published by ERCOT) ("SGIA"), AEP has prepared this letter in accordance with 16 Tex. Admin. Code § 25.195(e) (TAC) identifying the deviations and requests that it be filed with the Agreement.

- The following revisions have been made to the list in the Table of Contents:

Second Amended and Restated ERCOT Standard Generation Interconnection Agreement

Exhibit "A" – Terms and Conditions of the Second Amended and Restated ERCOT Standard Generation Interconnection Agreement

Exhibit "C-1" – Conceptual One-Line Drawing of Point of Interconnection

Exhibit "E-1" – Form of Corporate Guaranty

Exhibit "E-2" – Form of Irrevocable Standby Letter of Credit

- The last sentence of the first paragraph of the recital has been revised as follows:

Pursuant to the terms and conditions of this Agreement, Transmission Service Provider shall interconnect Generator's Plant with Transmission Service Provider's System consistent with the results of the Full Interconnection Study that was prepared in response to generation interconnection request #19INR0045 to ERCOT from Tradewind Energy, Inc.

- The second paragraph of the recital has been added as follows:

Transmission Service Provider and Generator entered into that certain Interconnection Agreement dated as of November 6, 2018 (the "Original Agreement"). The Parties amended and restated the Original Agreement as of July 23, 2019 (the "First Amended and Restated Agreement"). The Parties agree to amend and restate the First Amended and Restated Agreement as set forth herein to (a) remove from Exhibit "C" the requirements for a remote terminal unit in the Substation and the associated remote terminal unit communications circuit, circuit demarcation equipment, and high voltage isolation equipment; (b) add requirements for a fiber optic point of change of ownership specified in Sections 2, 7, 8, and 9 of Exhibit "C" attached hereto; (c) add requirements for operational data via fiber and operation data via Inter-control Center Communications Protocol specified in Section 11 of Exhibit "C" attached hereto; and (d) make certain other changes.

- The third paragraph of the recital has been revised as follows:

This Agreement applies only to the Plant and the Parties' interconnection facilities as identified in Exhibits "C" and "C-1".

- The fourth paragraph of the recital has been revised as follows:

This Agreement shall become effective on the Execution Date or upon such other date specified by FERC, subject to Governmental Authority approval, if required, and shall continue in full force and effect until terminated in accordance with Exhibit "A".

- Item A. of the fifth paragraph of the recital has been revised as follows:

A. The "Terms and Conditions of the Second Amended and Restated ERCOT Standard Generation Interconnection Agreement" attached hereto as Exhibit "A";

- Item E. of the fifth paragraph of the recital has been revised as follows:

E. The Interconnection Details attached hereto as Exhibits "C" and "C-1";

- The testimonium clause has been revised as follows:

IN WITNESS WHEREOF, the Parties have executed this Agreement in one or more originals, each of which shall constitute and be an original effective agreement between the Parties.

- The Exhibit “A” title has been revised as follows:

*TERMS AND CONDITIONS OF THE SECOND AMENDED AND RESTATED ERCOT
STANDARD GENERATION INTERCONNECTION AGREEMENT*

- The following definition in Section 1.1 of Article 1. Definitions of the Agreement has been added:

1.1 “Agreement” shall mean this Second Amended and Restated ERCOT Standard Generation Interconnection Agreement with all its Exhibits, as it may be amended, supplemented, or otherwise modified from time to time.

- References to the PUCT Rule in the following definition in Section 1.4 of Article 1. Definitions of the Agreement have been revised:

1.4 “Control Area” shall have the meaning ascribed thereto in PUCT Rule 25.5 or its successor.

- The first sentence of the “ERCOT Requirements” definition in Section 1.6 of Article 1. Definitions of the Agreement has been revised as follows:

1.6 “ERCOT Requirements” means the ERCOT Nodal Operating Guides, ERCOT Generation Interconnection Procedures, ERCOT Nodal Protocols as well as any other documents adopted by ERCOT relating to the interconnection and operation of generators and transmission systems in ERCOT as amended from time to time, and any successors thereto.

- Reference to the PUCT Rule in the following definition in Section 1.7 of Article 1. Definitions of the Agreement has been revised:

1.7 “Facilities Study” shall have the meaning as described in PUCT Rule 25.198(d) or its successor.

- A new definition of the Federal Energy Regulatory Commission has been added as Section 1.8 of Article 1. Definitions of the Agreement:

1.8 “FERC” shall mean the Federal Energy Regulatory Commission.

- The following definition in Section 1.9 of Article 1. Definitions of the Agreement has been added:

1.9 *“Fiber Optic PCO” shall mean the fiber optic point of change of ownership, where the GIF fiber optic cables connect to the TIF fiber optic cables, defined in Exhibit “C”, and as shown on Exhibit “C-1” of this Agreement.*

- A new definition of “Full Interconnection Study” has been added as Section 1.10 of Article 1. Definitions of the Agreement:

1.10 *“Full Interconnection Study” shall mean the set of studies conducted by the TSP under the Full Interconnection Study Agreement consisting of the Steady-State and Transfer Analysis; System Protection (Short-Circuit) Analysis; Dynamic and Transient Stability Analysis; and Facilities Study.*

- The definition for “Facilities Study Agreement” has been deleted from Article 1. Definitions of the Agreement and replaced with the following:

1.11 *“Full Interconnection Study Agreement” shall mean the agreement executed by the Parties relating to the performance of the Full Interconnection Study.*

- The definition of “GIF” in Article 1. Definitions of the Agreement has been revised as follows:

1.12 *“GIF” shall mean Generator’s interconnection facilities as described in Section 7 of Exhibit “C”.*

- Reference to the PUCT Rules in the following definition in Section 1.13 of Article 1. Definitions of the Agreement has been revised:

1.13 *“Good Utility Practice” shall have the meaning described in PUCT Rule 25.5 or its successor.*

- The definition of “Point of Interconnection” in Article 1. Definitions of the Agreement has been revised as follows:

1.18 *“Point of Interconnection” shall mean the location(s) where the GIF connects to the TIF as negotiated by the Parties, defined in Section 2 of Exhibit “C”, and as shown on Exhibit “C-1” of this Agreement.*

- Reference to the PUCT Rules in the following definition in Article 1. Definitions of the Agreement has been revised as follows:

1.21 *“Reasonable Efforts” shall mean the use of Good Utility Practice and the exercise of due diligence (pursuant to PUCT Rule 25.198(e) or its successor).*

- The definition of “System Protection Equipment” in Article 1. Definitions of the Agreement has been revised as follows:

1.22 *“System Protection Equipment” shall mean those facilities located within the TIF and the GIF as described in Section 5.6 of Exhibit “A” and Section 10 of Exhibit “C”.*

- Reference to the PUCT Rules in the following definition in Article 1. Definitions of the Agreement has been revised as follows:

1.23 *“System Security Study” shall have the meaning as described in PUCT Rule 25.198(c) or its successor.*

- The definition of “TIF” in Article 1. Definitions of the Agreement has been revised as follows:

1.25 *“TIF” shall mean the TSP’s interconnection facilities as described in Section 8 of Exhibit “C” to this Agreement.*

- The first sentence of Section 3.1 of Article 3. Regulatory Filings has been revised as follows:

The TSP shall file this executed Agreement with FERC, and provide a copy of this Agreement to the PUCT within thirty (30) business days after the Execution Date. Each Party will reasonably cooperate with each other in connection with such filings.

- Paragraph A. of Section 4.2 of Article 4. Interconnection Facilities Engineering, Procurement, and Construction has been revised as follows:

A. *The TSP has completed the Facilities Study pursuant to the Full Interconnection Study Agreement;*

- Section 4.5 of Article 4. Interconnection Facilities Engineering, Procurement, and Construction has been revised as follows:

To the extent this Agreement incorporates a specified In-Service Date and the Generator fails to satisfy conditions precedent under Sections 4.2 and, 4.3 so that the TSP may meet the In-Service Date, the Parties will negotiate in good faith to establish a new schedule for completion of the TIF, and the In-Service Date shall be extended accordingly.

- The following new sentence has been added to Section 5.2 of Article 5. Facilities and Equipment:

In addition, Generator agrees to design and construct the GIF in accordance with the National Electric Code.

- The last sentence of Section 5.2 of Article 5. Facilities and Equipment has been revised as follows:

Within one hundred and twenty (120) days after Commercial Operation . . . the Generator shall deliver to the TSP the following “as-built” drawings, information and documents for the GIF: . . . the facilities connecting the Plant to the main power

transformers and the GIF, and the impedances (determined by factory tests) for the associated main power transformers and the generators and the impedance of any transmission voltage lines that are part of the GIF.

- Paragraph B. of Section 5.5 of Article 5. Facilities and Equipment has been revised as follows:

B. The metering and telemetry equipment shall be owned by the TSP. However, the TSP shall provide the Generator with metering and telemetry values in accordance with ERCOT Requirements.

- The first sentence of Paragraph E. of Section 5.5 of Article 5. Facilities and Equipment has been revised as follows:

E. Prior to the connection of the GIF to the TIF, acceptance tests will be performed by the owning Party . . . to verify the accuracy of data being received by the TSP, ERCOT and the Generator.

- The following new sentence has been added to Section 6.1 of Article 6. Operation and Maintenance:

In addition, Generator agrees to operate and maintain its system in accordance with the National Electric Code.

- The last sentence of Section 6.1 of Article 6. Operation and Maintenance has been revised as follows:

All testing of the Plant that affects the operation of the Point of Interconnection shall be coordinated between the TSP, ERCOT, and Generator and will be conducted in accordance with ERCOT Requirements.

- Section 6.2 of Article 6. Operation and Maintenance has been deleted and replaced with the following:

6.2 Control Area. The Control Area within ERCOT is a single Control Area with ERCOT assuming authority as the Control Area operator in accordance with ERCOT Requirements.

- Section 6.8 of Article 6. Operation and Maintenance has been revised to align the spelling of black start with the spelling in the ERCOT protocols.
- The reference to “ISO” in Section 7.3 of Article 7. Data Requirements has been replaced with “ERCOT”.
- The second and third sentences of Section 8.3 of Article 8. Performance Obligation have been revised as follows:

The required security arrangements are specified in Exhibit “E”. Within five (5) business days after TSP has received notice from the Generator that the Plant has achieved Commercial Operation and TSP has verified the same, the TSP shall return the deposit(s) or security to the Generator.

- The last sentence of Paragraph E. of Section 9.1 of Article 9. Insurance has been revised as follows:

All policies shall contain provisions whereby the insurers waive all rights of subrogation in accordance with the provisions of this Agreement against the Other Party Group. Each Party shall provide thirty (30) days advance written notice to Other Party Group prior to cancellation or any material change in coverage or condition.

- The first sentence of Paragraph F. of Section 9.1 of Article 9. Insurance has been revised as follows:

The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Excess Public Liability Insurance policies shall contain provisions that specify that the policies are primary and non-contributory for any liability arising out of that Party’s negligence, and shall apply to such extent without consideration for other policies separately carried and shall state that each insured is provided coverage as though a separate policy had been issued to each, except the insurer’s liability shall not be increased beyond the amount for which the insurer would have been liable had only one insured been covered.

- The first sentence of Section 10.3 of Article 10. Miscellaneous has been revised as follows:

This Agreement, including all Exhibits, Attachments and Schedules attached hereto, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement, including without limitation the Original Agreement and the First Amended and Restated Agreement.

- The last sentence of Section 10.3 of Article 10. Miscellaneous has been revised as follows:

Notwithstanding the other provisions of this Section, the Full Interconnection Study Agreement, if any, is unaffected by this Agreement.

- The first sentence of Section 10.4 of Article 10. Miscellaneous has been revised as follows:

Except as otherwise provided in Exhibit “D”, any formal notice, demand or request provided for in this Agreement shall be in writing and shall be deemed properly served, given or made if delivered in person, or sent by either registered or certified mail, postage prepaid, overnight mail or electronic mail with read receipt to the address identified on Exhibit “D” attached to this Agreement.

- The last sentence of Section 10.6.A of Article 10. Miscellaneous has been revised as follows:

Except as provided in Section 10.6.B, the defaulting Party shall have thirty (30) days from receipt of the Default notice within which to cure such Default; provided however, if such Default is not capable of cure within thirty (30) days, the defaulting Party shall commence such cure within thirty (30) days after Default notice and continuously and diligently complete such cure within ninety (90) days from receipt of the Default notice; and, if cured within such time, the Default specified in such Default notice shall cease to exist.

- The first sentence of Section 10.17 of Article 10. Miscellaneous has been revised as follows:

This Agreement may be assigned by either Party only with the written consent of the other Party; provided that either Party may assign this Agreement without the consent of the other Party to any affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement; and provided further that the Generator shall have the right to assign this Agreement, without the consent of the TSP, for collateral security purposes to aid in providing financing for the Plant, provided that the Generator will require any secured party, trustee or mortgagee to notify the TSP of any such assignment.

- The third paragraph of Exhibit “B” Time Schedule has been revised as follows:

Date by which Generator must provide written authorization to proceed with design and procurement and provide security, as specified in Section 4.2, so that TSP may maintain schedule to meet the In-Service Date:

- The fourth paragraph of Exhibit “B” Time Schedule has been revised as follows:

Date by which Generator must provide written authorization to commence construction and provide security as specified in Section 4.3, so that TSP may maintain schedule to meet the In-Service Date:

- The eighth paragraph of Exhibit “B” Time Schedule has been revised as follows:

Due to the nature of the subject of this Agreement, the Parties may mutually agree to change the date and time of this Exhibit “B”. Generator acknowledges and agrees that if Generator requests that the In-Service Date, Scheduled Trial Operation Date, or the Scheduled Commercial Operation Date be extended by twelve (12) months or more, TSP must perform a new Full Interconnection Study at Generator's expense. Upon receiving such a request, TSP may suspend its work until the results of the new Full Interconnection Study are approved by ERCOT and the Parties amend this Agreement to reflect (a) changes in work to be performed by the Parties, (b) changes in costs, (c) changes to schedule, (d) changes in the Security requirements, or (e) changes to other provisions affected by the results of the new Full Interconnection Study. Generator shall be responsible for any costs associated with demobilization pending the new Full Interconnection Study; any costs

*incurred by TSP as part of the original scope and not used in the revised scope of work;
and any additional costs identified as a result of the new Full Interconnection Study.*

Please feel free to contact me at 918-599-2723 or rlpennybaker@aep.com if there are any questions.

Sincerely,

Robert L. Pennybaker

Robert L. Pennybaker, PE
Director, System Interconnections
American Electric Power Service Corporation

**SECOND AMENDED AND RESTATED
ERCOT STANDARD GENERATION
INTERCONNECTION AGREEMENT**

BETWEEN

AEP TEXAS INC.

AND

RAYOS DEL SOL SOLAR PROJECT, LLC

Dated: 4/9/2020 | 2:48 PM EDT

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**Second Amended and Restated
ERCOT Standard Generation
Interconnection Agreement
Between
AEP Texas Inc.
And
Rayos Del Sol Solar Project, LLC**

This Second Amended and Restated ERCOT Standard Generation Interconnection Agreement is made and entered into as of 4/9/2020 | 2:48 PM EDT (the “Execution Date”) between **AEP Texas Inc.** (“Transmission Service Provider”) and **Rayos Del Sol Solar Project, LLC** (“Generator”), hereinafter individually referred to as “Party” and collectively referred to as “Parties.” In consideration of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

Transmission Service Provider represents that it is a public utility that owns and operates facilities for the transmission and distribution of electricity. Generator represents that it will own and operate the Plant. Pursuant to the terms and conditions of this Agreement, Transmission Service Provider shall interconnect Generator’s Plant with Transmission Service Provider’s System consistent with the results of the Full Interconnection Study that was prepared in response to generation interconnection request #19INR0045 to ERCOT from Tradewind Energy, Inc.

Transmission Service Provider and Generator entered into that certain Interconnection Agreement dated as of November 6, 2018 (the “Original Agreement”). The Parties amended and restated the Original Agreement as of July 23, 2019 (the “First Amended and Restated Agreement”). The Parties agree to amend and restate the First Amended and Restated Agreement as set forth herein to (a) remove from Exhibit “C” the requirements for a remote terminal unit in the Substation and the associated remote terminal unit communications circuit, circuit demarcation equipment, and high voltage isolation equipment; (b) add requirements for a fiber optic point of change of ownership specified in Sections 2, 7, 8, and 9 of Exhibit “C” attached hereto; (c) add requirements for operational data via fiber and operation data via Inter-control Center Communications Protocol specified in Section 11 of Exhibit “C” attached hereto; and (d) make certain other changes.

This Agreement applies only to the Plant and the Parties’ interconnection facilities as identified in Exhibits “C” and “C-1”.

This Agreement shall become effective on the Execution Date or upon such other date specified by FERC, subject to Governmental Authority approval, if required, and shall continue in full force and effect until terminated in accordance with Exhibit “A”.

This Agreement will be subject to the following, all of which are incorporated herein:

- A. The “Terms and Conditions of the Second Amended and Restated ERCOT Standard Generation Interconnection Agreement” attached hereto as Exhibit “A”;
- B. The ERCOT Requirements (unless expressly stated herein, where the ERCOT Requirements are in conflict with this Agreement, the ERCOT Requirements shall prevail);
- C. The PUCT Rules (where the PUCT Rules are in conflict with this Agreement, the PUCT Rules shall prevail);
- D. The Time Schedule attached hereto as Exhibit “B”;
- E. The Interconnection Details attached hereto as Exhibits “C” and “C-1”;
- F. The notice requirements attached hereto as Exhibit “D”; and
- G. The Security Arrangement Details attached hereto as Exhibit “E”.

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