

Control Number: 35077



Item Number: 1083

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April 27, 2020

Ana Treviño
Filing Clerk
Public Utility Commission of Texas
1701 N. Congress Ave.
Suite 8-100
Austin, TX 78711

RE: Project No. 35077; Informational Filing of ERCOT Interconnection Agreements Pursuant to Subst. R. § 25.195(e)

ERCOT Standard Interconnection Agreement between Lone Star Transmission, LLC and Roadrunner Crossing Wind Farm, LLC

Dear Ms. Treviño,

Pursuant to P.U.C. Substantive Rule 25.195(e), attached for filing please find an Interconnection Agreement between Lone Star Transmission, LLC ("Lone Star" or "TSP") and Roadrunner Crossing Wind Farm, LLC ("Generator") (individually referred to as "Party" or collectively, "Parties") related to the Roadrunner Crossing Wind Farm. Because the filed Interconnection Agreement contains slight deviations from the Commission-approved Standard Generation Interconnection Agreement ("SGIA"), Lone Star submits this letter to explain the changes and requests that it be filed with the Interconnection Agreement.

- In Article 1, the definition of "ERCOT Requirements" has been updated to reflect the current ERCOT Nodal Operating Guides, ERCOT Generation Interconnection Procedures, and ERCOT Nodal Protocols.
- In Article 1, the definition of "Facilities Study Agreement" has been deleted, and a definition for "Interconnection Study Agreement" has been added in Section 1.11. Throughout the Interconnection Agreement, references to the "Facilities Study Agreement" have been replaced with the term "Interconnection Study Agreement."
- In Article 1, the definition for "ISO" has been deleted from the Interconnection Agreement. All references to "ISO" have been replaced with "ERCOT" throughout the Interconnection Agreement.

- Section 2.2 has been revised as follows: "If a Party elects to terminate the Agreement pursuant to Section 2.1 above, then Generator shall promptly pay, or reimburse TSP for, all costs that are the responsibility of the Generator under this Agreement and incurred, (or committed to be incurred), by TSP, as of the date of the other Party's receipt of such notice of termination, that are the responsibility of the Generator under this Agreement. In the event of termination by a either Party, both each Partyies shall use commercially reasonable efforts to mitigate damages and charges that they it may incur as a consequence of such termination. The provisions of Sections 2.2 and 2.3 shall survive termination of the Agreement."
- Section 2.3 has been revised to include the following sentence: "The provisions of Section 2.2 and Section 2.3 shall survive termination of the Agreement."
- Section 3.1 has been updated to reflect the Public Utility Commission of Texas as the appropriate governmental authority with which this Interconnection Agreement shall be filed and to require each Party to cooperate reasonably with each other in connection with such filings.
- Section 3.2 has been updated to include a reference to approvals from any other Governmental Authority.
- Section 4.5 has been revised to indicate that, if Generator fails to satisfy conditions precedent under Sections 4.2 and 4.3, the Parties agree to negotiate in good faith to establish a new schedule for completion of the Transmission Interconnection Facilities and the In-Service Date shall be extended accordingly.
- Section 5.2 has been revised to require Generator to deliver to TSP the impedance of any transmission voltage lines that are part of the Generator Interconnection Facilities, if any.
- Section 5.4 has been revised to provide that, if either Party makes equipment changes
  which it reasonably believes will affect performance or operation of the other Party's
  interconnection facilities, such Party agrees to notify the other Party, in writing, of such
  changes.
- Sections 5.5(D), (E), (F), (G), and (H) have been revised to make minor wording changes.
- Section 5.6(B) has been revised to require Generator to be responsible for protection of its facilities "and the Plant" consistent with ERCOT Requirements.
- Section 6.1 has been revised to include the agreement of Generator to operate and maintain its system in accordance with the National Electrical Safety Code.
- Section 6.2 has been revised to state: "The Point of Interconnection shall be located within the ERCOT 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 7.2 has been revised as follows: "The initial data submission by the TSP shall occur no later than 120 days prior to Trial Operation . . ."
- Sections 7.3 and 7.4 have been revised to make minor wording changes.
- Section 8.3 has been revised to make certain clarifying wording changes around the notice from Generator that the Plant has achieved Commercial Operation, as follows: "The required security arrangements shall be are specified in Exhibit 'E.' Within five (5) business days after TSP has received notice from the Generator that the Plant has achieveds Commercial Operation with respect to, and TSP has verified the same applicable Phase, the TSP shall return the deposit(s) or security to the Generator relating to such Phase....If the Plant has not achieved Commercial Operation within one (1) year after the scheduled Commercial Operation date identified in Exhibit "B" or if the Generator terminates this Agreement in accordance with Section 2.1 and the TIF are not required, the TSP may, subject to the provisions of Section 2.2, retain as much of the deposit or security as is required to cover the costs it incurred in planning, licensing, procuring equipment and materials, and constructing the TIF...."
- Section 9.1(E) has been revised to specify that each Party shall provide thirty (30) days' advance written notice to the Other Party Group prior to cancellation or any material change in coverage or condition.
- Section 10.17 has been revised to change the reference from "credit rating" to "credit quality."
- Project-specific details have been added throughout Exhibits B, C, D, and E.
- Throughout the Interconnection Agreement, references to the Commission's Substantive Rules have been updated to reflect current sections and subsections.
- Non-substantive punctuation and capitalization changes have been made throughout the Interconnection Agreement.

Sincerely,

Tracy C. Davis

July Miller

Senior Attorney

Lone Star Transmission, LLC

## ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT

## Between

Roadrunner Crossing Wind Farm, LLC

and

Lone Star Transmission, LLC

for

Roadrunner Crossing Wind Farm, LLC

Date: April 17, 2020

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