



Control Number: 35077



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PUBLIC UTILITY COMMISSION
FILING
Sharyland Utilities, L.P.
1807 Ross Avenue, Suite 460
Dallas, Texas 75201
214-978-8000
Fax: 214-978-8810

March 17, 2014

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

Re: Project No. 35077 - Sharyland Utilities, L.P. Generation Interconnection Agreement
Filing Pursuant to P.U.C. SUBST. R. 25.195(e)

Dear Ms. Hudgins:

Please find enclosed Amendment No. 1 to the Generation Interconnection Agreement (Agreement) between Sharyland Utilities, L.P. and Spinning Spur Wind Two, LLC for filing with the Public Utility Commission of Texas pursuant to P.U.C. SUBST. R. 25.195(e). The underlying Agreement was filed in this project on February 28, 2013.

Sincerely,

SHARYLAND UTILITIES, L.P.

By: Mark E. Caskey

Name: Mark E. Caskey, P.E.
Title: President

Enclosure

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AMENDMENT NO. 1 TO THE
INTERCONNECTION AGREEMENT
BETWEEN
SHARYLAND UTILITIES, L.P
AND
Spinning Spur Wind Two, LLC

This Amendment No. 1 to the Interconnection Agreement between Sharyland Utilities, L.P and Spinning Spur Wind Two, LLC (this "Amendment") is made on this 19 day of February, 20 14 by and between Sharyland Utilities, L.P ("Transmission Service Provider"), and Spinning Spur Wind Two, LLC ("Generator"). Transmission Service Provider and Generator are each sometimes hereinafter referred to individually as "Party" or both referred to collectively as "Parties."

WITNESSETH

WHEREAS, Transmission Service Provider and Generator are parties to that certain Standard Generation Interconnection Agreement effective February 15, 2013 (the "Interconnection Agreement");

WHEREAS, the Interconnection Agreement provides terms and conditions that allow for the amendment to the Interconnection Agreement as mutually agreed by the Parties; and

WHEREAS, the Generator has requested to change the revised TIF Cost; and

WHEREAS, the Parties have agreed to amend Exhibit B, concerning the TIF Cost; and

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants set forth herein, the Parties agree as follows:

I. CAPITALIZED TERMS

Capitalized terms used but not otherwise defined herein shall have the meanings specified in the Interconnection Agreement, as amended and supplemented by this Amendment.

II. AMENDMENT TO THE AGREEMENT

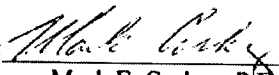
1. The Terms of this Amendment shall become effective on the date first written above, subject to Governmental Authority approval, if required.
2. Exhibit "B" (Time Schedule) attached to the Interconnection Agreement is hereby amended, as attached herein to incorporate revised cost estimates of the TIF from the Facilities Study Report, dated August 16, 2013.

III. RATIFICATION OF OTHER TERMS

All other terms and conditions of the Interconnection Agreement which are not specifically amended by this Amendment shall remain unchanged and are hereby ratified by the Parties and shall continue to be in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed in two (2) counterparts, each of which shall be deemed an original but both shall constitute one and the same instrument.

Sharyland Utilities, L.P

By: 
Mark E. Caskey, P.E.
President

Date: November 7, 2013

Spinning Spur Wind Two, LLC

By: EDF Renewable Development, Inc.

Its: Manager

By: 
Jeff Ghilardi
VP, Technical Services/Implementation

Date: 19 Feb 2014

Exhibit "B"

Time Schedule

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

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

Date by which the preliminary Facilities Study shall be completed by the Transmission Service Provider and delivered to the Generator for review: January 1, 2013.

Generator to provide engineering and design, procurement of long lead items, and land acquisition security within 30 days of execution of this SGIA. Security detail is as follows below:

- Engineering & Design:
 - Engineering: \$3,680,000
 - Geo-Technical Acquisition: \$27,500
 - Phase I Environmental Survey: \$3,000
 - Surveying, Mapping, Photogrammetry, etc.: \$35,000
- ROW & Land Acquisition:
 - Land & ROW Cost: \$315,000
 - Professional Services & Appraisals: \$60,000
- Long Lead Equipment:
 - Dead Tank Breakers: \$1,085,000
 - Controls Structure: \$1,627,500

Initial security deposit to be provided is \$6,833,000, equivalent to 19% of the TIF cost

Date by which Generator must provide notice to proceed with procurement and provide security, equivalent to 41% of the TIF cost, as specified in Section 4.2 so that TSP may maintain schedule to meet the In-Service Date: [90 days after the date by which the Generator provides engineering and design security]. Generator shall receive credit for any unused portion of previously provided security.

Date by which Generator must provide notice to commence construction, and provide security, equivalent to 40% of the TIF cost, as specified in Section 4.3, so that TSP may maintain schedule to meet the In-Service Date: [July 3, 2013]. Generator shall receive credit for any unused portion of previously provided security.

For purposes of TIF securitization only, "TIF Cost" is \$19,225,000¹

In - Service Date(s): [May 1, 2014²]

Scheduled Trial Operation Date: [May 3, 2014]

Scheduled Commercial Operation Date: [June 1, 2014]

The TSP may agree as provided under Section 10.12 of this Agreement to change the TIF In-Service date and time required by this Exhibit B with Generator's written agreement. The Parties agree that said agreement shall not be unreasonably withheld. Due to the nature of the subject of this Agreement, the Parties may mutually agree to change the dates and times for performance of its obligations under this Exhibit B.

At any point after the execution date of the SGIA and prior to the Generator's declaration of Commercial Operations, other generators ("Additional Generators") may elect to connect to the Plant's Point of Interconnection Location, as defined in Exhibit C. If Additional Generators make this election, the Transmission Service Provider agrees to require the Additional Generators to provide Collateral in proportion to the number of Additional Generators planning to connect to the Plant's Point of Interconnection Location. Generator's Collateral amount shall be modified accordingly so that the maximum amount of Collateral which Generator must provide will equal (Total Plant Cost) minus the (Collateral provided by Additional Generators) (collectively referred to as "Collateral"). The number of Additional Generators affecting Generator's Collateral shall be capped at 2.

¹The TIF Cost has been adjusted to reflect the results of the Full Interconnection Studies. Instances in this Exhibit B where Generator's securitization obligation is stated as a percentage of TIF Cost shall be adjusted to account for security provided before any such TIF Cost adjustment.

² Notwithstanding the foregoing, TSP acknowledges that the Generator has requested that the TSP use commercially reasonable efforts to accelerate the time schedule.

For Example:

One Additional Generator - Total Maximum amount of Generator's Collateral is 50% Total Plant Cost

Two Additional Generators – Total Maximum amount of Generator's Collateral is 33.3% of Total Plant Cost.

Three Additional Generators – Total Maximum amount of Generator's Collateral is 33.3% of Total Plant Cost.

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