



Control Number: 35077



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Sharyland Utilities, L.P.
600 Congress Avenue, Suite 2000
Austin, Texas 78701
(512) 721-2661
Fax: (512) 322-9233

November 4, 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 - Amendment No. 1 to the Generation Interconnection Agreement between Sharyland Utilities, L.P. and Briscoe Wind Farm, LLC

Dear Ms. Hudgins:

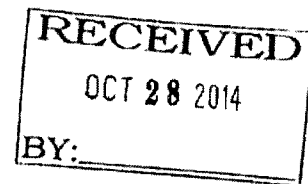
Please find enclosed Amendment No. 1 to the Generation Interconnection Agreement (Agreement) between Sharyland Utilities, L.P. and Briscoe Wind Farm, LLC for filing with the Public Utility Commission of Texas pursuant to P.U.C. SUBST. R. 25.195(e). The underlying Agreement, dated December 20, 2013, was filed in this project on January 17, 2014. The Amendment sets forth amended Exhibit C to the Agreement.

Sincerely,

A handwritten signature in black ink, appearing to read "Alicia Rigler", written over a horizontal line.

Alicia Rigler
Counsel for Sharyland Utilities, L.P.

Enclosure



Project No. 14INR0072

Amendment No. 1

ERCOT STANDARD GENERATION
INTERCONNECTION AGREEMENT

Between

Sharyland Utilities, L.P

&

Briscoe Wind Farm, LLC

October 14, 2014

AMENDMENT NO. 1 TO THE
INTERCONNECTION AGREEMENT
BETWEEN
SHARYLAND UTILITIES, L.P
AND
BRISCOE WIND FARM, LLC

This Amendment No. 1 to the Interconnection Agreement between Sharyland Utilities, L.P and Briscoe Wind Farm, LLC (this "Amendment") is made on this 14th day of October, 2014 by and between Sharyland Utilities, L.P ("Transmission Service Provider"), and Briscoe Wind Farm, 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 on the 20th day of December, 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 Parties have agreed to amend Exhibit C concerning the Point of Interconnection Location; and

WHEREAS, the Generator has requested to change the "Type of Generating Unit" and the "Number and Size of Generating Units" set forth in Exhibit C of the Interconnection Agreement]; and

WHEREAS, the Parties have agreed to amend Exhibit C concerning the change in the "Type of Generating Unit" and "Number and Size of Generating Units"; 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 "C" (Interconnection Details) attached to the Interconnection Agreement is hereby deleted and replaced with Exhibit "C" attached hereto to show the Point of Interconnection Location defined as Bay TL G, the "Number and Size of Generating Units" changed to 81

turbines @ 1.85 MW per turbine and the "Type of Generating Unit" changed to General Electric 1.85-87.

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.

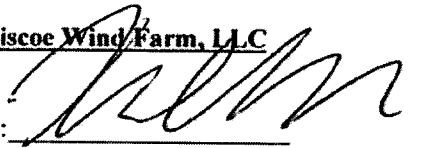
IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed in two (2) counterparts, each of which shall be deemed an original but both shall constitute one and the same instrument.

Sharyland Utilities, L.P


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

Date: Oct. 14, 2014

Briscoe Wind Farm, LLC

By: 
Briscoe Wind Farm, LLC
Authorized Signatory

Date: Oct. 27, 2014

By: 
Briscoe Wind Farm, LLC
Authorized Signatory

Date: Oct. 27, 2014

Exhibit "C"
Interconnection Details

- 1) Name: Briscoe Wind Farm, LLC
- 2) Point of Interconnection Location: The point of interconnection is located in Briscoe County, Texas, in Sharyland's Tule Canyon station. More specifically, the POI shall be defined as the point at which the Generators phase conductors, associated insulators, and static wires contact the TSP's corresponding dead-end. The specific interconnecting bay shall be Bay TL G as noted in the one-line diagram, the bay immediately west of the Cross Texas bays.
- 3) Delivery Voltage: 345kV
- 4) Number and Size of Generating Units: 81 turbines @ 1.85MW per turbine
- 5) Type of Generating Unit

Unit 1: General Electric 1.85-87

- 6) Metering and Telemetry Equipment:
 - A) TSP shall, in accordance with ERCOT Requirements and Good Utility Practice, install, own, & operate, inspect, test, calibrate, and maintain 345kV metering accuracy potential and current transformers and associated metering and telemetry equipment (including remote terminal units "RTU") located in the TIF
 - B) Generators interconnection with TSP facilities shall not interfere with TSP's metering and telemetry operations
 - C) Metering to include 345kV rated meters, with dual secondary windings for relaying and revenue metering
 - D) Facilities shall meet the following TSP requirements in addition to ERCOT Requirements. If there is a conflict between the TSP requirements below and ERCOT Requirements, the ERCOT Requirements shall prevail
 - E) All other metering & telemetry requirements shall be finalized at a later date, upon completing design requirements and coordination efforts with Generator
- 7) Generator Interconnection Facilities:

GIF include the Substations and all facilities within them, except for those facilities identified as being owned by TSP in Section 6 above and Section 8 below
- 8) Transmission Service Provider Interconnection Facilities:

The TSP Interconnection Facilities shall, at a minimum, include the following facilities:

- 1) Substation
 - (i) 345kV 3000A, 40kA Circuit Breaker
 - (ii) Motor Operated Air Break Switch
 - (iii) 345kV Metering Units, with dual windings for relaying & revenue

- metering
 - (iv) 345kV, 212kV MCOV Surge Arresters
 - (v) Station Post Insulators
 - (vi) Galvanized Steel Structures, Equipment Foundations, and Associated Bus-Work, Conductor, Connectors, Grounding, etc.
 - 2) Relaying
 - (i) Circuit Breaker Control Panel
 - (ii) Motor Operated Disconnect Switch Control Panel
 - (iii) Circuit Breaker Failure Protection Panel
 - (iv) Line Current Differential & Distance Protection Panel
 - 3) All other TSP Interconnecting Facility requirements shall be finalized at a later date, upon completing design requirements and coordination efforts with Generator
- 9) Communications Facilities:
- A) The communications facilities described below will be paid for, owned, and installed by Generator.
 - 1) one (1) dedicated voice dispatch circuit between TSP's Amarillo, TX dispatch office and Generator's control center, including associated interface equipment at Generator's control center
 - 2) one (1) RTU communications circuit between the Substation and TSP's master SCADA system at TSP's Amarillo, TX dispatch office
 - 3) one (1) telephone company interface box (demarcation equipment) at the Substation for demarcation of telephone company circuits
 - 4) high voltage isolation equipment for all telephone company circuits at the Substation
 - B) The communications facilities described below will be paid for, owned, and installed by TSP
 - 1) one (1) dial-up circuit including associated interface equipment at the location of the EPS meter facilities
 - 2) All communication facilities shall meet the TSP's requirements in addition to ERCOT Requirements. If there is a conflict between the TSP requirements below and ERCOT Requirements, the ERCOT Requirements shall prevail
 - C) All other TSP Communications Facility requirements shall be finalized at a later date, upon completing design requirements and coordination efforts with Generator
- 10) System Protection Equipment:
- A) Protection of each Party's system shall meet the TSP's requirements in addition to ERCOT Requirements. If there is a conflict between the TSP requirements and ERCOT Requirements, the ERCOT Requirements shall prevail
 - B) All other TSP System Protection Equipment requirements shall be finalized at a later date, upon completing design requirements and coordination efforts with Generator
- 11) Inputs to Telemetry Equipment:

- A) A generation-specific RTU is required at the Plant or GIF for TSP's generation-specific SCADA. A specific RTU points list will be developed by TSP as a part of each generation project based upon the project's electrical configuration. For such purpose, Generator shall be responsible for providing TSP with metering and relaying one-line diagrams of the generation and Substation facilities. Generator shall provide TSP with a station communications drawing which is to include RTU point sources (IEDs and contacts supplying required data), interface devices, and connections to the RTU
 - B) All other Inputs to Telemetry Equipment requirements shall be finalized at a later date, upon completing design requirements and coordination efforts with Generator
- 12) Supplemental Terms and Conditions, if any, attached:
- A) Notwithstanding the provision in Article 9 requiring that the Parties obtain and demonstrate maintenance of the insurances described therein as of the Execution Date, the Parties' obligations with respect to obtaining and demonstrating maintenance of the insurances described therein shall commence on the date that is five (5) working days prior to TSP's physical work at the project site. TSP shall notify Generator of its expected date of commencement of physical work at the project site thirty (30) days prior to such commencement in order to allow Generator the time necessary to demonstrate maintenance of such insurances.
 - B) All other Supplemental Terms and Conditions are to be negotiated and agreed between the Parties upon completing design requirements and coordination efforts with Generator
- 13) Special Operating Conditions, if any, attached:
To be defined and coordinated with the Generator at a later date
- 14) The difference between the estimated cost of the TIF under 4.1.A (\$_____) and the estimated cost of the TIF under 4.1.B (\$_____) is: _____, if applicable