

Control Number: 35077



Item Number: 533

Addendum StartPage: 0

haynesboone

RECEIVED

2015 MAR 16 PM 2:28

PUBLIC UTILITY COMMISSION
FILING CLERK

March 16, 2015

Central Records
Public Utility Commission of Texas
1701 N. Congress Avenue
Austin, Texas 78711-3326

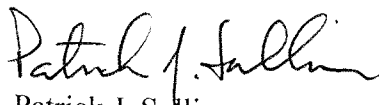
Attn: Filing Clerk

Subject: **PUCT Project No. 35077**
Amendments Nos. 1 and 2 to the ERCOT Standard Generation Interconnection
Agreement between South Texas Electric Cooperative, Inc. and Cameron Wind 1,
LLC

Dear Sir or Madam:

Pursuant to Public Utility Commission of Texas ("PUCT") Substantive Rule §25.195(e), South Texas Electric Cooperative, Inc. ("STEC") is submitting for informational purposes four (4) copies of Amendments Nos. 1 and 2 to the ERCOT Standard Interconnection Agreement between STEC and Cameron Wind 1, LLC ("the Agreement"). The Amendments revise Exhibit B and the Security Milestone Payment Schedules attached to Exhibit E of the Agreement. The revisions were mutually agreed upon by the Parties and were made to reflect changes for the specific requirements of the Generator's facility.

Sincerely,



Patrick J. Sullivan
Haynes and Boone LLP
Attorneys for STEC
Direct Phone Number: (512) 867-8502
patrick.sullivan@haynesboone.com

**AMENDMENT NO. 1 TO THE
ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT**
Between *Cameron Wind I, LLC* & *South Texas Electric Cooperative (STEC)*
For "GINR 111NR0057"---*Cameron Wind*

This Amendment No. 1 to the ERCOT Standard Generation Interconnection Agreement between Cameron Wind I, LLC & South Texas Electric Cooperative (STEC) for GINR 111NR0057- "Cameron Wind" (this "Amendment") is made by and between **Cameron Wind I, LLC** ("Generator") and **South Texas Electric Cooperative, Inc.**, ("Cooperative") as of _____, 2014. Generator and Cooperative are each sometimes hereinafter referred to individually as a "Party" or collectively as the "Parties."

WITNESSETH

WHEREAS, Generator and Cooperative are parties to the certain Generation Interconnection Agreement dated as of August 9, 2013 (the "Generation Interconnection Agreement");

WHEREAS, the Generator has requested an extension to the in-service date; and

WHEREAS, the Generator has requested an extension to the procurement and construction of the System Upgrades and Cameron Wind Switching Station; and

WHEREAS, the Parties have agreed to these extensions of time; and

WHEREAS, the Parties have agreed to amend the "Exhibit "B" Time Schedule"; and

WHEREAS, the Parties have agreed to amend the "Security Milestone Payment Schedule for Cameron Wind Switching Station"; and

WHEREAS, the Parties have agreed to amend the "Security Milestone Payment Schedule for System Upgrades"; and

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

I. ADDITIONS AND AMENDMENTS

- A. Effective as of the date first written above, Exhibit "B", Security Milestone Payment Schedule for Cameron Wind Switching Station, and Security Milestone Payment Schedule for System Upgrades attached hereto is hereby amended in the Generation Interconnection Agreement.

II. RATIFICATION OF OTHER TERMS

All other terms and conditions of the Generation 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.

South Texas Electric Cooperative, Inc.

By: _____
Michael Packard
General Manager

Date: _____

Cameron Wind I, LLC

By:  _____
Mark Goodwin

Title: President, Apex Clean Energy Holdings, LLC, its Manager

Date: December 27, 2013

Exhibit "B"
Time Schedule

Interconnection Option chosen by Generator (check one): X 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 Generator must provide notice to proceed with design (as specified in Section 4.2) so that TSP may maintain schedule to meet the In-Service Date for Cameron Wind Switching Station and the In-Service Date for System Upgrades): **March 8, 2013**, as was provided in the letter from Generator to TSP received on March 8, 2013, authorizing TSP to proceed with design related to the Cameron Wind Switching Station and System Upgrades described in Exhibit "C".

Dates by which Generator must provide notice to proceed with procurement for System Upgrades, as specified in Section 4.2, so that TSP may maintain schedule to meet the In-Service Date for System Upgrades (defined below): **September 1, 2013**

Dates by which Generator must provide notice to proceed with procurement for Cameron Wind Switching Station, as specified in Section 4.2, so that TSP may maintain schedule to meet the In-Service Date for Cameron Wind Switching Station (defined below): **December 1, 2013**

Dates by which Generator must provide notice to commence construction for System Upgrades, as specified in Section 4.3, so that TSP may maintain schedule to meet the In-Service Date for System Upgrades: **October 1, 2013**

Dates by which Generator must provide notice to commence construction for Cameron Wind Switching Station, as specified in Section 4.3, so that TSP may maintain schedule to meet the In-Service Date for Cameron Wind Switching Station: **January 1, 2014 June 1, 2014**

In-Service Date(s):

[Notes: (1) In the event that it is not necessary for all facilities associated with the TIF to be completed on the same date, this entry may consist of multiple dates to reflect the staged completion of the TIF to meet those needs. (2) In-Service Date(s) can be expressed as either a specific date or expressed as a defined number of months after all conditions under Sections 4.2 and 4.3 have been satisfied.]

In-Service Date for Cameron Wind Switching Station (described in Exhibit "C", Paragraph 8(a)): **September 25, 2014 February 1, 2015**

In-Service Date for System Upgrades (described in Exhibit "C", Paragraph 8(b)): **December 20, 2014 June 1, 2015**

Scheduled Trial Operation Date: ~~September 30, 2014~~ February 10, 2015

Scheduled Commercial Operation Date: ~~December 20, 2014~~ June 1, 2015

Due to the nature of the subject of this Agreement, the Parties may mutually agree to change the dates and times specified in this Exhibit B.

[The remainder of this page is intentionally left blank]

**Security Milestone Payment Schedule for
Cameron Wind Switching Station**

Item	Engineering & Construction	Milestone Payment Amount \$	Estimated Date
1.1	Engineering and Design Total Engineering and Design	\$100,000	3/15/2013 Securitized
	Material Procurement		
2.1	Main Equipment and Enclosures		12/1/2013
2.2	Steel	\$272,500	Securitized
2.3	Insulators		
2.4	Structure Hardware		
2.5	Miscellaneous items	\$75,000	8/10/2014
	Total Procurement		
	Work Items		
3.1	Delivery of Materials		
3.2	Below grade installations (incl conduits and foundations)	\$738,666	10/10/2014
3.3	Above grade installations (incl ring bus and steel erection)	\$860,130	11/10/2014
3.4	Install Equipment Enclosures		
3.5	Equipment Testing		
3.6	Energization of Substation	\$553,704	2/1/2015
3.7	Site Clean-Up & Demobilization		
	Total Work Items		
	Total Gross	\$2,600,000	

**Security Milestone Payment Schedule for
System Upgrades**

Item	Engineering & Construction	Milestone Payment Amount \$	Estimated Date
1.1	Engineering and Design Total Engineering and Design	\$200,000	3/15/2013 Securitized
	Material Procurement		
2.1	Conductor & OHGW		9/1/2013
2.2	OPGW Fiber	\$2,543,888	Securitized
2.3	Poles & Insulators		
2.4	Structure Hardware		
2.5	Anchors, guying & Miscellaneous items	\$977,732	6/30/2014
	Total Procurement		
	Work Items		
3.1	Delivery of Materials		
3.2	Line Survey & Structure Staking		
3.3	Structure Installation & Framing	\$8,536,576	7/30/2014
3.4	Conductor & OHGW Stringing		
3.5	OPGW Stringing & splicing/ Testing		
3.6	Energization of Overhead line	\$2,151,805	6/1/2015
3.7	Site Clean-Up & Demobilization		
	Total Work Items		

**AMENDMENT NO. 2 TO THE
ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT**
Between *Cameron Wind I, LLC* & *South Texas Electric Cooperative (STEC)*
For "GINR 11INR0057"---*Cameron Wind*

This Amendment No. 2 to the ERCOT Standard Generation Interconnection Agreement between Cameron Wind I, LLC & South Texas Electric Cooperative (STEC) for GINR 11INR0057- "Cameron Wind" (this "Amendment") is made by and between **Cameron Wind I, LLC** ("Generator") and **South Texas Electric Cooperative, Inc.**, ("Cooperative") as of May 28th, 2014. Generator and Cooperative are each sometimes hereinafter referred to individually as a "Party" or collectively as the "Parties."

WITNESSETH

WHEREAS, Generator and Cooperative are parties to the certain Generation Interconnection Agreement dated as of August 9, 2013 (the "Generation Interconnection Agreement");

WHEREAS, the Generator has requested an extension to the in-service date; and

WHEREAS, the Generator has requested an extension to the procurement and construction of the System Upgrades and Cameron Wind Switching Station; and

WHEREAS, the Parties have agreed to these extensions of time; and

WHEREAS, the Parties have agreed to amend the "Exhibit "B" Time Schedule"; and

WHEREAS, the Parties have agreed to amend the "Security Milestone Payment Schedule for Cameron Wind Switching Station"; and

WHEREAS, the Parties have agreed to amend the "Security Milestone Payment Schedule for System Upgrades"; and

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

I. ADDITIONS AND AMENDMENTS

- A. Effective as of the date first written above, Exhibit "B", Security Milestone Payment Schedule for Cameron Wind Switching Station, and Security Milestone Payment Schedule for System Upgrades attached hereto is hereby amended in the Generation Interconnection Agreement.

II. RATIFICATION OF OTHER TERMS

All other terms and conditions of the Generation 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.

South Texas Electric Cooperative, Inc.

By: Cory Allen
Cory Allen
Interim General Manager

Date: May 28TH, 2014

Cameron Wind I, LLC
By: Mark Goodwin
Mark Goodwin

Title: President, Apex Clean Energy Holdings, LLC, its Manager

Date: 23 MAY 14

Exhibit "B"
Time Schedule

Interconnection Option chosen by Generator (check one): X 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 Generator must provide notice to proceed with design (as specified in Section 4.2) so that TSP may maintain schedule to meet the In-Service Date for Cameron Wind Switching Station and the In-Service Date for System Upgrades): **March 8, 2013**, as was provided in the letter from Generator to TSP received on March 8, 2013, authorizing TSP to proceed with design related to the Cameron Wind Switching Station and System Upgrades described in Exhibit "C".

Dates by which Generator must provide notice to proceed with procurement for System Upgrades, as specified in Section 4.2, so that TSP may maintain schedule to meet the In-Service Date for System Upgrades (defined below): **September 1, 2013**

Dates by which Generator must provide notice to proceed with procurement for Cameron Wind Switching Station, as specified in Section 4.2, so that TSP may maintain schedule to meet the In-Service Date for Cameron Wind Switching Station (defined below): **December 1, 2013**

Dates by which Generator must provide notice to commence construction for System Upgrades, as specified in Section 4.3, so that TSP may maintain schedule to meet the In-Service Date for System Upgrades: **October 1, 2013**

Dates by which Generator must provide notice to commence construction for Cameron Wind Switching Station, as specified in Section 4.3, so that TSP may maintain schedule to meet the In-Service Date for Cameron Wind Switching Station: ~~January 1, 2014~~ **November 3, 2014**.
In-Service Date(s):

[Notes: (1) In the event that it is not necessary for all facilities associated with the TIF to be completed on the same date, this entry may consist of multiple dates to reflect the staged completion of the TIF to meet those needs. (2) In-Service Date(s) can be expressed as either a specific date or expressed as a defined number of months after all conditions under Sections 4.2 and 4.3 have been satisfied.]

In-Service Date for Cameron Wind Switching Station (described in Exhibit "C", Paragraph 8(a)): ~~September 25, 2014~~ **September 1, 2015**

In-Service Date for System Upgrades (described in Exhibit "C", Paragraph 8(b)): ~~December 20, 2014~~ **September 1, 2015**

Scheduled Trial Operation Date: ~~September 30, 2014~~ **September 5, 2015**

Scheduled Commercial Operation Date: ~~December 20, 2014~~ November 30, 2015

Due to the nature of the subject of this Agreement, the Parties may mutually agree to change the dates and times specified in this Exhibit B.

[The remainder of this page is intentionally left blank]

**Security Milestone Payment Schedule for
Cameron Wind Switching Station**

Item	Engineering & Construction	Milestone Payment Amount	Estimated Date
		\$	
1.1	Engineering and Design	\$100,000	3/15/2013
	Total Engineering and Design		Securitized
	Material Procurement		
2.1	Main Equipment and Enclosures	\$272,500	12/1/2013
2.2	Steel		Securitized
2.3	Insulators		
	Authorization from Generator to procure materials listed in 2.1-2.3		11/30/2014
2.4	Structure Hardware	\$75,000	3/1/2015
2.5	Miscellaneous items		
	Total Procurement		
	Work Items		
3.0	Site Work for Paredes Switch Station **	1,000,000	11/03/14
3.1	Delivery of Materials	\$625,000	3/1/2015
3.2	Below grade installations (incl conduits and foundations)		
3.3	Above grade installations (incl ring bus and steel erection)	\$775,000	4/15/2015
3.4	Install Equipment Enclosures		
3.5	Equipment Testing	\$100,000	9/1/2015
3.6	Energization of Substation		
3.7	Site Clean-Up & Demobilization		
	Total Work Items		
		\$2,947,500	

** Due to flood plan, our engineers have estimated that the site work for the 138kV side of the station will be \$1,100,000. Cameron would be responsible for the actual costs of the portion of the site work on their property. The remaining would need to be suretized.

**Security Milestone Payment Schedule for
System Upgrades**

Item	Engineering & Construction	Milestone Payment Amount	Estimated Date
		\$	
1.1	Engineering and Design Total Engineering and Design	\$200,000	3/15/2013 Securitized
	Material Procurement		
2.1	Conductor & OHGW		9/1/2013
2.2	OPGW Fiber		
2.3	Poles & Insulators	\$2,543,888	Securitized
	Authorization from Generator to procure materials listed in 2.1-2.3		8/27/2014
2.4	Structure Hardware		
2.5	Anchors, guying & Miscellaneous items	\$977,732	1/15/2015
	Total Procurement		
	Work Items		
3.1	Delivery of Materials		
3.2	Line Survey & Structure Staking		
3.3	Structure Installation & Framing	\$8,536,576	2/1/2015
3.4	Conductor & OHGW Stringing		
3.5	OPGW Stringing & splicing/ Testing		
3.6	Energization of Overhead line	\$2,151,805	8/22/2015
3.7	Site Clean-Up & Demobilization		
	Total Work Items		