



Control Number: 35077



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Electric Transmission Texas
400 W 15th Street, Suite 1520
Austin, TX 78701

May 15, 2015

PUBLIC UTILITY COMMISSION
FILING CLERK

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

Re: Docket No. 35077 — Amendment No. 1 to the ERCOT Standard Generation Interconnection Agreement between Electric Transmission Texas, LLC (“ETT”) and Los Vientos Windpower IV, LLC Filing Pursuant to Substantive Rule 25.195(e)

Dear Ms. Clark:

Enclosed for filing are four (4) copies of the Amendment No. 1 to the ERCOT Standard Generation Interconnection Agreement, dated May 13 2015, between Electric Transmission Texas, LLC (“ETT”) and Los Vientos Windpower IV, LLC (the “Agreement”). ETT is filing this Agreement with the PUCT for informational purposes. Because the Agreement contains deviations from the Commission-approved Standard Generation Interconnection Agreement (2007 version published by ERCOT) (“SGIA”), ETT has prepared this letter in accordance with Substantive Rule 25.195(e) identifying the deviations and requests that it be filed with the Agreement.

- The following exhibits have been added to the list of exhibits in the Table of Contents:

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 second paragraph, last sentence of the preamble 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 Facilities Study that was prepared in response to generation interconnection request #15INR0037 to ERCOT from Los Vientos Windpower IV, LLC.

- The fifth paragraph, line E of the recital has been revised as follows:

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

- References to the PUCT Rule in the following definition in Section 1.3 of Article 1. Definitions of the Agreement have been revised:

1.3 "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 1.5 of Article 1. Definitions of the Agreement has been revised as follows:

1.5 "ERCOT Requirements" means the ERCOT Nodal Operating Guides, ERCOT Metering Guidelines, 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.

- References to the PUCT Rules in the following definition in Section 1.6 of Article 1. Definitions of the Agreement have been revised:

1.6 "Facilities Study" shall have the meaning as described in PUCT Rule 25.198(d) or its successor.

- References to the PUCT Rules in the following definition in Section 1.9 of Article 1. Definitions of the Agreement have been revised:

1.9 "Good Utility Practice" shall have the meaning described in PUCT Rule 25.5 or its successor.

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

1.13 "Plant" shall mean the electric generation facility owned and operated by the Generator, which is comprised of wind turbine-generators and the collection circuits that connect to the GIF, as specified in Exhibit "C".

- References to the PUCT Rules in the following definitions in Sections 1.17 and 1.19 of Article 1. Definitions of the Agreement have been revised:

1.17 "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).

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

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

The TSP shall file this executed Agreement with PUCT. Each Party will reasonably cooperate with each other in connection with such filings.

- 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.

- 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.

- 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 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:

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

Director, Transmission and Interconnection Services

American Electric Power Service Corporation

**Amendment No. 1 to the
ERCOT Standard Generation
Interconnection Agreement
Between
Electric Transmission Texas, LLC
And
Los Vientos Windpower IV, LLC**

This Amendment No.1 to the ERCOT Standard Generation Interconnection Agreement (the "Amendment") is entered into as of MAY 13TH, 2015 (the "Amendment Effective Date") between **Electric Transmission Texas, LLC** ("Transmission Service Provider") and **Los Vientos Windpower IV, LLC** ("Generator"). ETT and Generator may be referred to individually as a "Party" and collectively as the "Parties".

RECITALS

A. Transmission Service Provider and Generator are parties to that certain ERCOT Standard Generation Interconnection Agreement dated October 2, 2014 (the "Agreement").

B. Generator is in the process of developing certain generation assets in Starr County, Texas with a proposed capacity of approximately 200 MW (the "Project"). The Project will be interconnected to the ERCOT transmission grid through Transmission Service Provider's Del Sol 345 kV Station via an approximate ten (10) mile 345 kV transmission line ("Transmission Service Provider Interconnection Facilities" or "TIF").

C. Subsequent to entering into the Agreement, Transmission Service Provider has determined that the Security amount pursuant to Section 1, Exhibit "E" of the Agreement was not adequate to cover the estimated cost of the TIF.

D. The Parties desire to amend the Security amount in Section 1, Exhibit "E" of the Agreement as set forth herein for the purpose of updating Section 1, Exhibit "E".

AGREEMENTS

NOW, THEREFORE, the Parties hereby agree as follows:

CAPITALIZED TERMS.

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

AMENDMENT TO THE ORIGINAL AGREEMENT

Effective as of the Amendment Effective Date first written above, the Agreement and its Exhibit is hereby amended as follows:

Section 1 of Exhibit "E" of the Agreement is hereby deleted in its entirety and replaced with the following:

"1. As a condition to TSP's obligation to plan, license, engineer, design, procure equipment and materials, and construct the TIF described in Section 8 of Exhibit "C", Generator will provide a financial security ("Security") in the form of one (1) or more letters of credit ("LC"), corporate guaranty or other form of collateral security reasonably acceptable to TSP in an amount totaling Twenty-six Million Dollars (\$26,000,000), as required pursuant to Section 8.3 of this Agreement. Such Security shall be provided within thirty (30) days after receipt of written notice from TSP dated April 13, 2015 pursuant to Section 4, Exhibit "E" of the Agreement."

RATIFICATION OF OTHER TERMS


All other terms and conditions of the 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.


**[The remainder of this page intentionally left blank]
[Signatures are on next page]**

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.

Electric Transmission Texas, LLC

Los Vientos Windpower IV, LLC

By: 
Name: J. Calvin Crowder
Title: President

By: 
Name: ~~Greg C. Wolf~~ Gregory C. Wolf
Title: President

Date: 5-13-2015

Date: 5/1/2015