



Control Number: 35077



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Sharyland Utilities, L.P.
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PUBLIC UTILITY COMMISSION OF TEXAS
FILING CLERK

July 10, 2015

Lisa Clark, 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 South Plains Wind Energy II, LLC

Dear Ms. Clark:

Please find enclosed Amendment No. 1 to the Generation Interconnection Agreement (Agreement) between Sharyland Utilities, L.P. and South Plains Wind Energy II, LLC for filing with the Public Utility Commission of Texas pursuant to P.U.C. SUBST. R. 25.195(e). The underlying Agreement, dated February 27, 2015, was filed in this project on April 15, 2015. The Amendment sets forth amended Exhibit B to the Agreement.

Sincerely,

Alicia Rigler
Counsel for Sharyland Utilities, L.P.

Enclosure

566

Amendment No. 1
to the
ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT
Between
Sharyland Utilities, L.P.
and
South Plains Wind Energy II, LLC
for
South Plains Phase II Wind Project – 14INR0025b & 14INR0025c

June 30, 2015

AMENDMENT NO. 1 TO THE
ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT
BETWEEN
SHARYLAND UTILITIES, L.P.
AND
South Plains Wind Energy II, LLC

This Amendment No. 1 to the ERCOT Standard Generation Interconnection Agreement between Sharyland Utilities, L.P. and South Plains Wind Energy II, LLC ("Amendment") is made and entered into on this 30th day of June, 2015 by and between Sharyland Utilities, L.P. ("Transmission Service Provider"), and South Plains Wind Energy II, LLC ("Generator"), hereinafter sometimes referred to individually as "Party" and collectively as "Parties."

WITNESSETH

WHEREAS, Transmission Service Provider and Generator are parties to that certain ERCOT Standard Generation Interconnection Agreement, dated as of February 27th, 2015 (the "Interconnection Agreement");

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

WHEREAS, Transmission Service Provider has requested an increase in the TIF Estimated Cost based on the cost summary provided in the Facilities Study Report it prepared for the South Plains Wind II Project dated May 12, 2015.

WHEREAS, the Parties have defined the date that Generator shall collateralize the full TIF Estimated Cost.

WHEREAS, the Parties intend to amend the Interconnection Agreement in accordance with the terms and conditions provided herein.

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

I. CAPITALIZED TERMS

Unless expressly referenced and modified herein, capitalized terms used but not otherwise defined herein shall have the meanings specified in the Interconnection Agreement.

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) to the Interconnection Agreement is hereby deleted in its entirety and replaced with Exhibit "B" attached hereto.

III. RATIFICATION OF OTHER TERMS

Sharyland Utilities, L.P. – South Plains Wind Energy II, LLC, Amendment No. 01

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

IV. MULTIPLE COUNTERPARTS

This Amendment may be executed in two or more counterparts, each of which is deemed an original, but all constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Amendment.

Sharyland Utilities, L.P.

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

Date: JUNE 30, 2015

South Plains Wind Energy II, LLC

By: First Wind Texas Holdings III, LLC, its member

By: Michelle Beasley
~~Michelle Beasley~~ Michelle Beasley
~~Secretary~~ Secretary

Date: July 30, 2015

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.

Generator shall provide notices and security amounts, to TSP, as outlined in Table B-1 below. Contingent on said notices and securities being received by TSP, TSP shall design, procure, and construct the TIF, using Reasonable Efforts as outlined in Article 4.1 (A), to complete the TIF by the In-Service Date reflected in Table B-1 below.

Securities shall be in place within thirty (30) days after the relevant milestone is achieved, or notice is delivered.

The TIF estimated cost is \$4,500,000 ("TIF Estimated Cost").

Generator has requested that this Agreement be executed by the Parties prior to the completion of the full interconnection study ("Study") for the Plant. The completion of such Study may reveal that additional TIF and/or GIF will be required to be installed in conjunction with the interconnection of the Plant. If such Study reasonably determines that any additional TIF and/or GIF is required for the interconnection of the Plant, the Parties agree that this Agreement will be amended to include such additional facilities and security requirements to secure the reasonable cost of the TSP to construct such additional TIF, if applicable. Generator will provide any additional security requirements in accordance with this Agreement to reflect the cost of any such additional TSP facilities, within thirty (30) days following the execution by the Parties of such amendment. With respect to any added costs in constructing or modifying the TIF, to the extent resulting from a change in the type, number or size of the generating units listed under paragraph 4 of Exhibit "C" comprising the Plant, the security for such added costs will be the responsibility of Generator.

See Table B-1 on following page

Table B-1

Milestone Description:	Milestone Date	Total Collateralization	Estimated Date¹
Interconnection Agreement Executed by Parties	See Agreement	n/a	March 1, 2015
Facilities Study Complete *See Article 4.2 (A)	No later than 45 Days after all necessary study data and funding have been provided to TDSP	n/a	May 15, 2015
Date Generator provides written authorization to TSP to proceed with design and procurement, as specified in Section 4.2	"NTP for Design and Procurement"	\$2,200,000	March 9, 2015
Date Generator provides written authorization to TSP to proceed with construction, as specified in Section 4.3	"NTP for Construction"	Nothing in addition to security previously posted	March 9, 2015
Date Generator provides additional security, to collateralize full anticipated cost of TIF as outlined in the Facilities Study.	No later than September 1 st , 2015	\$4,500,000	August 15, 2015
In-Service Date	The <u>later</u> of: a) "NTP for Design and Procurement" + 11.5 months b) "NTP for Construction" + 11.5 months	Nothing in addition to security previously posted	February 19, 2016
Scheduled Trial Operation Date	In-Service Date + 1 Day	Nothing in addition to security previously posted	February 20, 2016

¹ Note that Estimated Dates are not binding, they are an estimate based on current project forecasts.

Plant Commissioning/Testing	As turbines are energized and commissioned	n/a	March/April, 2016
Target Commercial Operations Date	After Plant commissioning/testing is completed	Security returned within 5 days after actual Commercial Operations Date per Article 8.3	May, 2016
"Scheduled Commercial Operations" date (re: Article 2.1 (B))	May 31, 2016		

Due to the nature of the subject of this Agreement, the Parties may mutually agree to change the date and time of this Exhibit B and Table B-1.