



414 Nicollet Mall, MP08  
Minneapolis, MN 55401

May 21, 2015

The Honorable Kimberly D. Bose  
Secretary  
Federal Energy Regulatory Commission  
Room 1A-East  
888 First Street, N.E.  
Washington, DC 20426

RE: Engineering and Procurement Agreement between Southwestern Public Service Company and Orion Wind Resources, LLC.  
FERC Electric Tariff First Revised Volume No. 5  
Service Agreement No. 682-SPS  
Docket No. ER15-\_\_\_\_-000

Dear Secretary Bose:

Pursuant to Federal Power Act Section 205, 16 U.S.C. § 824d (2006), and Section 35.13 of the Rules and Regulations of the Federal Energy Regulatory Commission (“Commission”), 18 C.F.R. § 35.13 (2015), Xcel Energy Services Inc (“XES”), on behalf of Southwestern Public Service Company (“SPS”)<sup>1</sup>, hereby submits for filing with the Commission an Engineering and Procurement Agreement (“Agreement”) between SPS and Orion Wind Resources, LLC (“Orion Wind” or “Customer”) for an interconnection to the SPS Castro County Substation. SPS and Orion Wind are referred to herein as “Party” or both referred to collectively as the “Parties”. The Agreement is presented in a format compliant with the Commission’s Order No. 714<sup>2</sup>. XES respectfully requests the Agreement to be effective on July 20, 2015, sixty (60) days after the date of filing.

A. Background

SPS is a wholly-owned utility operating company subsidiary of Xcel Energy Inc., and is, *inter alia*, engaged in the business of generating, transmitting, distributing and/or selling electric power and energy and related services in the States of Texas, New Mexico, Oklahoma, and Kansas. SPS provides most wholesale transmission services, including generation interconnection services, pursuant to the Southwest Power Pool, Inc. (“SPP”) regional Open Access Transmission Tariff. SPS provides certain other services pursuant to the Xcel Energy

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<sup>1</sup> Xcel Energy Services Inc. (“XES”) is the service company subsidiary of Xcel Energy Inc., the holding company parent of SPS and the other Xcel Energy Operating Companies, namely, Northern States Power Company, a Minnesota corporation, Northern States Power Company, a Wisconsin corporation, and Public Service Company of Colorado. As such, XES makes filings for, and appears in proceedings before, the Commission on behalf of the Xcel Energy Operating Companies.

<sup>2</sup> Electronic Tariff Filings, 73 FR 57515 (Oct. 3, 2008), FERC Stats. & Regs ¶31,275 (2008).

The Honorable Kimberly D. Bose  
May 21, 2015  
Page 2

Operating Companies Joint Open Access Transmission Tariff, Second Revised Volume No. 1 (“Xcel Energy OATT”), on file with the Commission pursuant to Order Nos. 890 *et seq.*<sup>3</sup>

Orion Wind Resources LLC is a wholly-owned subsidiary of Orion Wind Power Resources LLC, Orion Wind Resources LLC is proposing to interconnect a 320 MW wind generation project to the SPS 115 kV transmission system at the Castro County substation in Castro County, Texas.

B. Description of Agreement

The purpose of this Agreement is to authorize and direct the Parties to commence activities associated with performance of engineering, design, and procurement of materials by SPS, prior to the completion of the SPP interconnection study (“Study”) and Generator Interconnection Agreement (“GIA”) processes, for the interconnection of the 320 MW Orion Wind generation facility to the SPS transmission system.

Orion Wind is currently in the SPP study process. After the Study is completed, a GIA for Orion Wind will be negotiated with Customer. Given Customer’s proposed June 2016 backfeed date and December 2016 Commercial Operation Date for Orion Wind, it is necessary for SPS to begin design, engineering, and procurement for the interconnection facilities and network upgrades necessary before the SPP Study and GIA negotiations are completed. Because the Study has not been completed, and it is reasonably estimated that the GIA will not be negotiated and accepted by the FERC within a timeframe necessary to maintain the project schedule, the Agreement is necessary to meet the project milestone dates. The payment amount requested from Orion in this Agreement for the early design and procurement of long-lead equipment is \$100,000. This payment, and any others requested under this Agreement, would be included as payment in part of the costs for the SPS Transmission Owner Interconnection Facilities of the GIA once it is executed. The Parties executed the Agreement on May 19, 2015.

C. Proposed Effective Date

Pursuant to 18 C.F.R. § 35.3 (a) (1) (2015), XES respectfully requests that the Agreement be accepted for filing effective as of July 20, 2015, sixty (60) days after the day of filing.

The Agreement is an executed document, meaning all Parties support the document; the Parties have agreed to and support an effective date of sixty (60) days after day of filing.

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<sup>3</sup> The Xcel Energy OATT was filed via eTariff in *Public Service Company of Colorado*, Docket No. ER10-2070-000, *et al.*

The Honorable Kimberly D. Bose  
May 21, 2015  
Page 3

D. Communications

XES requests that all Commission orders and correspondence concerning this filing be served on each of the following:

Mark C. Moeller, Manager  
Transmission Business Relations  
Xcel Energy Services Inc.  
414 Nicollet Mall - MP8  
Minneapolis, MN 55401  
Phone: (612) 330-7663  
Email: [mark.c.moeller@xcelenergy.com](mailto:mark.c.moeller@xcelenergy.com)

Skip Black, Trans Acct Representative  
Transmission Business Relations  
Xcel Energy Services Inc.  
6086 West 48th Street  
Amarillo, TX 79109  
Phone: (806) 640-6340  
Email: [skip.larry.black@xcelenergy.com](mailto:skip.larry.black@xcelenergy.com)

Evan D. Evans, Regional Vice President,  
Rates and Regulatory Affairs  
Southwestern Public Service Company  
600 Tyler Street  
Amarillo, TX 79101  
Phone: (806) 378-2930  
Email: [Evan.D.Evans@xcelenergy.com](mailto:Evan.D.Evans@xcelenergy.com)

James P. Johnson  
Assistant General Counsel  
Xcel Energy Services Inc.  
414 Nicollet Mall, 5th Floor  
Minneapolis, MN 55401  
Tel: (612) 215-4592  
Email: [James.p.Johnson@xcelenergy.com](mailto:James.p.Johnson@xcelenergy.com)

E. Contents of Filing

Pursuant to the Commission's filing requirements at 18 C.F.R. § 35:

- (1) This filing contains:
  - (a) This transmittal letter; and
  - (b) Service Agreement No. 682-SPS in eTariff format.
- (2) The proposed effective date is July 20, 2015.

F. Service and Posting

A notice of this filing will be served electronically or via us mail on Orion Wind and pertinent Public Utilities Commissions with jurisdiction over SPS, as shown on the service list. A courtesy notice of this filing will be sent to the Director of the Division of Electric Power Regulation (Central). In addition, a copy of this filing will be available at the offices of SPS at 6086 West 48<sup>th</sup> Street, Amarillo, Texas 79109.

The Honorable Kimberly D. Bose  
May 21, 2015  
Page 4

G. Conclusion

XES appreciates the Commission's attention to this matter. Please direct any questions regarding this filing to Tracee Holte at (612) 330-6206.

Sincerely,

*Mark C. Moeller*

Mark C. Moeller  
Manager, Transmission Business Relations  
Xcel Energy Services Inc.  
414 Nicollet Mall – MP08  
Minneapolis, MN 55401  
on behalf of  
Southwestern Public Service Company

Enclosures

## Service List

Ms. Penny Murrell, Director  
Division of Electric Power Regulation  
(Central)  
Federal Energy Regulatory Commission  
888 First Street, NE  
Washington, DC 20426

Mr. Jesse Borjon,  
Interim Director  
Kansas Corporation Commission  
1500 S.W. Arrowhead Road  
Topeka, KS 66604-4027

Ms. Melanie Sandoval  
Records Management Bureau  
New Mexico Public Regulation  
Commission  
P.E.R.A. Building  
P.O. Box 1269  
Santa Fe, NM 87504-1269

Ms. Brandy Wreath,  
Director  
Corporation Commission of the  
State of Oklahoma  
2101 N. Lincoln Blvd., Suite 130  
Oklahoma City, OK 73105

Mr. Stephen Mendoza  
Public Utility Commission  
of the State of Texas  
1701 North Congress Avenue  
Austin, TX 78711

Mr. Andrew J. Makee  
Orion Renewable Energy Group  
155 Grand Ave, Suite 706  
Oakland, CA 94612

[Penny.Murrell@ferc.gov](mailto:Penny.Murrell@ferc.gov); [melanie.sandoval@state.nm.us](mailto:melanie.sandoval@state.nm.us);  
[Stephen.mendoza@puc.state.tx.us](mailto:Stephen.mendoza@puc.state.tx.us); [b.wreath@occemail.com](mailto:b.wreath@occemail.com); [j.borjon@kcc.ks.gov](mailto:j.borjon@kcc.ks.gov);  
[www.orionrenewables.com](http://www.orionrenewables.com)

**CERTIFICATE OF SERVICE**

I, Tracee Holte, hereby certify that I have this day served a notice of the enclosed document filing via Electronic Mail or U. S. Postal Department Mail on each party on the service list.

Dated at Minneapolis, Minnesota this 21st day of May 2015.

*Tracee J. Holte*

Tracee J. Holte,  
Business Analyst  
*Xcel Energy Services Inc.*  
414 Nicollet Mall - MP08  
Minneapolis, MN 55401  
Tel: 612-330-6206  
[Tracee.j.holte@xcelenergy.com](mailto:Tracee.j.holte@xcelenergy.com)

Southwestern Public Service Company  
FERC Electric Tariff, First Revised Volume No. 6  
Service Agreement No 682-SPS

Page No. 1

**Engineering and Procurement Agreement**

**For the Castro County Wind Farm**

**Between**

**Southwestern Public Service Company**

**And**

**Orion Wind Resources LLC**

**Dated: May 19, 2015**

**Version 0.0.0**



May 7, 2015

Subject: Engineering and Procurement Agreement

Re: Orion Wind Resources LLC Interconnection at Castro County Substation

This agreement ("Agreement") provides that Orion Wind Resources LLC, a Delaware limited liability company ("Customer"), will pay Southwestern Public Service Company, a New Mexico corporation ("SPS", "Transmission Owner") d/b/a Xcel Energy, to perform certain preliminary engineering, design, and procurement activities for SPS to add one (1) 115kV Breaker and terminate Customer's generation facilities to accommodate Customer's proposed interconnection of a 320 MW wind generation facility ("Orion Wind") to be constructed by Customer in Castro County, Texas. Orion Wind will connect to SPS's 115 kV transmission bus at Castro County Substation ("Interconnection"). SPS and Customer may be referred to in this Agreement individually as "Party," and collectively as "Parties."

Orion Wind is currently in the Southwest Power Pool ("SPP") re-study process ("Study") with the designations IFS-2014-002-14 and GEN-2014-040 in DISIS-2014-002. After the Study is completed, a Generator Interconnection Agreement for Orion Wind will be negotiated with Customer ("Orion Wind GIA"). Because the Study for Orion Wind is not yet complete, it is expected that the Orion Wind GIA will not be negotiated and accepted by the FERC within an acceptable timeframe to maintain the project schedule. Given Customer's proposed December 2016 Commercial Operation Date ("COD") for Orion Wind, it is necessary for SPS to begin design, engineering, and procurement for the interconnection facilities and network upgrades necessary for Orion Wind before the Study and Orion Wind GIA negotiations are completed.

At the time of this Agreement, the extent of the Transmission Owner's interconnection facilities (TOIF) have been generally determined. However, the completed Study will determine the final scope of work required for the design and construction of the TOIF and Network Upgrades (NU). The Orion Wind GIA will address the rights and responsibilities of the Parties with respect to such facilities and upgrades.

In light of the foregoing, the Parties agree to the following:

- 1) "Work" shall mean engineering, design, project management and oversight, possible siting or land right activities, and initial material and equipment procurement for the Transmission Owner Interconnection Facilities and



Network Upgrades (if any). "Transmission Owner's Interconnection Facilities" and "Network Upgrades" shall have the same meaning as defined in the Orion Wind GIA.

- 2) The Work performed by SPS under this Agreement shall apply towards SPS' obligations under the Orion Wind GIA that the Parties will negotiate and execute after completion of the Study. The payments made by Customer under this Agreement shall apply towards Customer's payment obligations under the Orion Wind GIA. The Parties shall incorporate any changes necessitated by the Parties' performance under this Agreement into the Orion Wind GIA.
- 3) The Work shall be conducted in accordance with Good Utility Practice, which shall mean the practices, methods, acts and standards engaged in or approved by a significant portion of the electric utility industry, commonly used in the design, engineering, construction and operation of interconnection facilities of a type and size similar to those to be used for Orion Wind, as well as good, safe and prudent engineering practices normally utilized in the United States, that, at a particular time, in the exercise of reasonable judgment at the time a decision was made, would have been expected to accomplish the desired result in a manner consistent with legal requirements, applicable industry codes and standards, equipment manufacturer's recommendations, reliability, safety, environmental protection, economy, and expedition.
- 4) Customer agrees to pay, and as necessary reimburse, SPS for all reasonable and necessary costs and expenses incurred to perform the Work. SPS estimates the costs and expenses for the Work to be \$100,000 ("Pre-Payment").
- 5) Customer shall provide SPS the Pre-Payment within five (5) business days after notification of filing of this Agreement for FERC approval and receipt by Customer of an invoice from SPS. To make the Pre-Payment, Customer shall electronically transfer funds to SPS via either ACH or a wire transfer of funds. The information required to electronically transfer said funds will be given to the Customer via encrypted email after execution of this Agreement. SPS will assign the Pre-Payment to a project account and will draw from this account only as payments to suppliers are required.
- 6) After receipt of the Pre-Payment, SPS will commence the Work. The Parties agree that SPS shall make reasonable efforts to complete the Work in order to facilitate the Customer's desire to achieve a COD by December 2016 and Parties further agree that SPS is not warranting that the December 2016 COD is achievable as there are factors beyond this agreement which impact when a COD can be achieved.
- 7) In the event that SPS depletes the Pre-Payment before (i) the Work is completed and (ii) additional funds are available pursuant to an executed Orion

Wind GIA, SPS shall notify Customer, by written correspondence, of the deficiency and the amount of monies needed to complete the Work ("Deficiency Payment"). Customer shall respond in writing within five (5) business days by (i) notifying SPS to cease the Work, or (ii) notifying SPS to proceed with the Work. Upon receipt of notice to proceed with the Work, SPS shall have no obligation to do so until Customer provides SPS with the Deficiency Payment using the process set forth in Paragraph 5 of this Agreement.

- 8) Customer may direct SPS at any time, through written correspondence, to cease the Work. In such event, SPS shall take reasonable efforts to timely cease the Work, and shall return to Customer the unused balance of the Pre-Payment or Deficiency Payment amount, if any, after all charges and penalties associated with SPS' cancellation of orders for equipment have been applied. SPS shall transfer to Customer title to any equipment that has been paid for by Customer.
- 9) The Parties agree that this Agreement shall constitute the entire agreement and understanding between the Parties with regard to the subject matter expressly provided for herein. The Parties are not bound by or liable for any statement, representation, promise, inducement, understanding, or undertaking of any kind or nature (whether written or oral) with regard to the subject matter hereof not set forth or provided for herein.
- 10) This Agreement may not be changed, modified, amended, or supplemented except by a written instrument signed by both Parties.
- 11) Except as expressly stated herein, nothing in this Agreement will affect the rights of either Party hereto in connection with the negotiation of the Orion Wind GIA.
- 12) Either Party hereto may assign this Agreement to an affiliate without the other Party's consent. In all other circumstances, neither Party hereto may assign this Agreement without the other Party's prior written consent, which shall not be unreasonably withheld.
- 13) This Agreement shall be effective upon acceptance by FERC. This Agreement will terminate on the earlier of the following: (i) the date upon which the Parties hereto and SPP execute the Orion Wind GIA; (ii) the date on which SPS provides written notice to Customer that the Work is completed; or (iii) the date upon which Customer provides written notice pursuant to Paragraph 8 of this Agreement to cease the Work; *provided, however, that* paragraphs 2 and 8 shall survive termination until the Parties' obligations under those paragraphs are met.
- 14) This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflicts of law principles. The

prevailing party in any action to enforce or interpret this Agreement shall be entitled to costs and fees (including reasonable attorneys' fees and expert witness fees) incurred in connection with such action.

- 15) No waiver or modification of this Agreement will be binding upon either Party unless made in writing and signed by a duly authorized representative of such Party and no failure or delay in enforcing any right will be deemed a waiver.
- 16) If the foregoing correctly sets forth our agreement, please indicate by signing both original counterparts of this Agreement in the spaces provided and returning both originals to:

Skip Black  
Xcel Energy  
Transmission Account Rep.  
6086 W. 48<sup>th</sup> St.  
Amarillo, TX 79109

[Signatures on Following Page]

Southwestern Public Service Company  
FERC Electric Tariff, First Revised Volume No. 6  
Service Agreement No 682-SPS

Page No. 6

SPS will sign both originals and return one fully executed original for your files.

**ACCEPTED AND AGREED to:**

this 8th day of May 2015

Orion Wind Resources LLC

By: /s/ Nicholas A. Hiza

Title: Vice President

5/8/2015  
Date

**ACCEPTED AND AGREED to:**

this 19th day of May 2015

Southwestern Public Service Company

By: /s/ Ian R. Benson  
Ian R. Benson

Title: \_\_\_\_\_  
Director, Transmission Planning  
and Business Relations as  
Agent for Southwestern  
Public Service Company

5/19/2015  
Date

FERC rendition of the electronically filed tariff records in Docket No. ER15-01762-000  
Filing Data:  
CID: C000825  
Filing Title: 2015-5-21\_SPS-OrWR-E&P-682-0.0.0-Filing  
Company Filing Identifier: 647  
Type of Filing Code: 10  
Associated Filing Identifier:  
Tariff Title: Transmission Tariffs  
Tariff ID: 2000  
Payment Confirmation:  
Suspension Motion: N

Tariff Record Data:  
Record Content Description, Tariff Record Title, Record Version Number, Option Code:  
682-SPS, OrWR - GEN-2014-040 - E&P Agrmt, 0.0.0, A  
Record Narrative Name:  
Tariff Record ID: 7000037  
Tariff Record Collation Value: 7454971    Tariff Record Parent Identifier: 7000001  
Proposed Date: 2015-07-20  
Priority Order: 500  
Record Change Type: NEW  
Record Content Type: 1  
Associated Filing Identifier:

**Engineering and Procurement Agreement  
For the Castro County Wind Farm**

**Between**

**Southwestern Public Service Company**

**And**

**Orion Wind Resources LLC**

**Dated: May 19, 2015**

**Version 0.0.0**



May 7, 2015

Subject: Engineering and Procurement Agreement

Re: Orion Wind Resources LLC Interconnection at Castro County Substation

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In light of the foregoing, the Parties agree to the following:

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- 2) The Work performed by SPS under this Agreement shall apply towards SPS' obligations under the Orion Wind GIA that the Parties will negotiate and execute after completion of the Study. The payments made by Customer under this Agreement shall apply towards Customer's payment obligations under the Orion Wind GIA. The Parties shall incorporate any changes necessitated by the Parties' performance under this Agreement into the Orion Wind GIA.
- 3) The Work shall be conducted in accordance with Good Utility Practice, which shall mean the practices, methods, acts and standards engaged in or approved by a significant portion of the electric utility industry, commonly used in the design, engineering, construction and operation of interconnection facilities of a type and size similar to those to be used for Orion Wind, as well as good, safe and prudent engineering practices normally utilized in the United States, that, at a particular time, in the exercise of reasonable judgment at the time a decision was made, would have been expected to accomplish the desired result in a manner consistent with legal requirements, applicable industry codes and standards, equipment manufacturer's recommendations, reliability, safety, environmental protection, economy, and expedition.
- 4) Customer agrees to pay, and as necessary reimburse, SPS for all reasonable and necessary costs and expenses incurred to perform the Work. SPS estimates the costs and expenses for the Work to be \$100,000 ("Pre-Payment").
- 5) Customer shall provide SPS the Pre-Payment within five (5) business days after notification of filing of this Agreement for FERC approval and receipt by Customer of an invoice from SPS. To make the Pre-Payment, Customer shall electronically transfer funds to SPS via either ACH or a wire transfer of funds. The information required to electronically transfer said funds will be given to the Customer via encrypted email after execution of this Agreement. SPS will assign the Pre-Payment to a project account and will draw from this account only as payments to suppliers are required.
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- 7) In the event that SPS depletes the Pre-Payment before (i) the Work is completed and (ii) additional funds are available pursuant to an executed Orion Wind GIA, SPS shall notify Customer, by written correspondence, of the deficiency and the amount of monies needed to complete the Work ("Deficiency Payment"). Customer shall respond in writing within five (5) business days by (i) notifying SPS to cease the Work, or (ii) notifying SPS to proceed with the Work. Upon receipt of notice to proceed with the Work, SPS shall have no obligation to do so until Customer provides SPS with the Deficiency Payment using the process set forth in Paragraph 5 of this Agreement.
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- 9) The Parties agree that this Agreement shall constitute the entire agreement and understanding between the Parties with regard to the subject matter expressly provided for herein. The Parties are not bound by or liable for any statement, representation, promise, inducement, understanding, or undertaking of any kind or nature (whether written or oral) with regard to the subject matter hereof not set forth or provided for herein.
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- 11) Except as expressly stated herein, nothing in this Agreement will affect the rights of either Party hereto in connection with the negotiation of the Orion Wind GIA.
- 12) Either Party hereto may assign this Agreement to an affiliate without the other Party's consent. In all other circumstances, neither Party hereto may assign this Agreement without the other Party's prior written consent, which shall not be unreasonably withheld.
- 13) This Agreement shall be effective upon acceptance by FERC. This Agreement will terminate on the earlier of the following: (i) the date upon which the Parties hereto and SPP execute the Orion Wind GIA; (ii) the date on which SPS provides written notice to Customer that the Work is completed; or (iii) the date upon which Customer provides written notice pursuant to Paragraph 8 of this Agreement to cease the Work; *provided, however, that* paragraphs 2 and 8 shall survive termination until the Parties' obligations under those paragraphs are met.
- 14) This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflicts of law principles. The



prevailing party in any action to enforce or interpret this Agreement shall be entitled to costs and fees (including reasonable attorneys' fees and expert witness fees) incurred in connection with such action.

- 15) No waiver or modification of this Agreement will be binding upon either Party unless made in writing and signed by a duly authorized representative of such Party and no failure or delay in enforcing any right will be deemed a waiver.
- 16) If the foregoing correctly sets forth our agreement, please indicate by signing both original counterparts of this Agreement in the spaces provided and returning both originals to:

Skip Black  
Xcel Energy  
Transmission Account Rep.  
6086 W. 48<sup>th</sup> St.  
Amarillo, TX 79109

[Signatures on Following Page]

SPS will sign both originals and return one fully executed original for your files.

**ACCEPTED AND AGREED to:**

this 8th day of May 2015

Orion Wind Resources LLC

By: /s/ Nicholas A. Hiza

Title: Vice President

5/8/2015  
Date

**ACCEPTED AND AGREED to:**

this 19th day of May 2015

Southwestern Public Service Company

By: /s/ Ian R. Benson  
Ian R. Benson

Title: \_\_\_\_\_  
Director, Transmission Planning  
and Business Relations as  
Agent for Southwestern  
Public Service Company

5/19/2015  
Date



Document Content(s)

2015-5-21\_SPS-OrWR-E&P-682-0.0.0-Transmt1 Ltr.PDF.....1-6

2015-5-21\_SPS-OrWR-E&P-682-0.0.0\_CleanTariff.PDF.....7-12

FERC GENERATED TARIFF FILING.RTF.....13-19