

PUC DOCKET NO. \_\_\_\_\_

APPLICATION OF SOUTHWESTERN §  
ELECTRIC POWER COMPANY FOR § PUBLIC UTILITY COMMISSION  
CERTIFICATE OF CONVENIENCE §  
AND NECESSITY AUTHORIZATION § OF TEXAS  
AND RELATED RELIEF FOR THE §  
WIND CATCHER ENERGY §  
CONNECTION PROJECT §

**PETITION**

Southwestern Electric Power Company (SWEPCO or Company) files this petition seeking Certificate of Convenience and Necessity (CCN) authorization to acquire an interest in the Wind Catcher Energy Connection Project (“Project”) to be located in Oklahoma. In support, SWEPCO respectfully shows as follows:

**I. Business Address/Authorized Representatives**

SWEPCO’s business address and telephone number are:

Southwestern Electric Power Company  
428 Travis Street  
Shreveport, Louisiana 71101  
(318) 673-3000 – telephone

The Company’s authorized representative for service of pleadings and other documents is:

Jay E. Toungate  
Regulatory Case Manager  
American Electric Power Service Corporation  
400 West 15th Street, Suite 1520  
Austin, Texas 78701  
(214) 777-1055 – telephone  
(512) 481-4591 – facsimile  
jetoungate@aep.com

The Company's authorized legal representatives are:

William Coe  
Kerry McGrath  
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Jerry N. Huerta  
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[jnhuerta@aep.com](mailto:jnhuerta@aep.com)  
[malong@aep.com](mailto:malong@aep.com)

## **II. Jurisdiction**

The Public Utility Commission of Texas (Commission) has jurisdiction over the Company's application pursuant to Sections 37.053, 37.056, 36.203, and 36.204 of the Texas Public Utility Regulatory Act (PURA)<sup>1</sup> and 16 Tex. Admin. Code (TAC) §§ 25.101(b) and 25.236.

## **III. Description of Application**

With nearby access to some of the best wind resources in North America, the Wind Catcher Facility ("Wind Facility") was first conceptualized as an opportunity to capitalize on the robust wind profiles in the Oklahoma Panhandle while also realizing the significant cost savings offered by the extended (and expiring) federal production tax credit (PTC). Discussions with Invenergy Wind Development North America, LLC (Invenergy), North America's largest independent, privately held renewable energy provider, solidified the prospect for procuring a highly economic wind generation resource that can significantly reduce congestion and deliver considerable cost economies due to its large size.

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<sup>1</sup> TEX. UTIL. CODE ANN. §§ 11.001-58.303 (West 2016), §§ 59.001-66.017 (West 2007 & Supp. 2016).

The Wind Facility, which will be located on more than 300,000 acres in Texas and Cimarron Counties in the Oklahoma Panhandle under lease to Invenergy for wind energy development, is uniquely situated to unlock the full value of high-quality wind by delivering this great resource directly to load. With an increasing penetration of wind in the Southwest Power Pool (SPP) and the expectation for additional congestion in the region, SWEPCO and its affiliate Public Service Company of Oklahoma (PSO) (together, Companies) undertook a process to evaluate the possibility of directly interconnecting this wind resource to load, thereby reducing congestion risk. American Electric Power Service Corporation's (AEPSC) team of engineers and construction professionals, in coordination with the Quanta Services, a leading electric infrastructure construction contractor, developed the Wind Catcher Generation Tie Line (Gen-Tie) as a feasible and cost-effective interconnection solution. Accordingly, the Project, for which the Company seeks CCN authorization, includes two key components: the Wind Facility and the Gen-Tie. The Project is proposed to be owned 70 percent by SWEPCO and 30 percent by PSO.

The Wind Facility, which includes 800 General Electric model 2.5 MW wind turbine generators, would provide 1,900 megawatts (MW) of delivered (2,000 MW nameplate) wind energy with an expected net capacity factor of approximately 51%. Invenergy started construction in 2016 and has targeted completion in the third quarter of 2020 to meet safe harbor eligibility requirements for 100% of the PTC available for the Wind Facility. The Companies have entered into a Membership Interests Purchase Agreement (MIPA) with Invenergy to purchase the Wind Facility, subject to regulatory approvals and other conditions. The Companies will purchase the Wind Facility at its commercial operation date (estimated third quarter 2020). In order to acquire the Wind Facility in a manner that preserves the value of the federal PTC for its customers, the MIPA is structured such that the Companies will acquire

100% of the equity in States Edge Wind I LLC (the entity created specifically to own all of the rights and assets with respect to the Wind Facility) and, along with it, the Wind Facility. The Companies will acquire States Edge Wind I LLC from States Edge Wind I Holdings LLC, a wholly owned subsidiary of Invenenergy.

The Gen-Tie is an essential part of the Project designed to ensure deliverability and maximum benefit of the Wind Facility's energy to customers. The Gen-Tie will be an Extra-High Voltage (EHV) 765-kV line running approximately 350 to 380 miles through northern Oklahoma from the Wind Facility site in the Panhandle east and slightly south to the AEP load zone in the Tulsa area. The Companies have contracted with Quanta Services to construct the Gen-Tie. The dedicated Gen-Tie allows customers to fully realize the benefits of superior wind generation with significantly reduced congestion costs delivered to the AEP load zone.

#### Economic Evaluation

The total estimated cost (including Allowance for Funds Used During Construction (AFUDC)) of the Wind Facility is approximately \$2.9 billion, of which the SWEPCO share is approximately \$2 billion. The total estimated cost (including AFUDC) of the Gen-Tie is \$1.6 billion, of which the SWEPCO share is approximately \$1.1 billion. Accordingly, SWEPCO's total estimated cost of the Project (including AFUDC) is approximately \$3.2 billion. The SWEPCO Texas retail jurisdictional total estimated cost of the Project (including AFUDC) is \$1.1 billion.

In order to evaluate the customer savings associated with the Project, AEP worked with the Brattle Group to develop an analytical framework based on three market simulation "Cases"—the Baseline Case, the Project Case, and the Generic Wind Case. The Baseline Case reflects the baseline approach to meeting the Companies' future energy needs without the development or purchase of future wind resources between 2021 and 2045. The Project Case

reflects the implementation of the Project, as described above. Finally, the Generic Wind Case was developed as an alternative to the Project Case, and reflects the procurement of 1,900 MW of wind generation delivered from multiple projects across SPP's existing and planned regional transmission system. The Companies simulated each of these three cases using industry-accepted simulation tools to estimate the production related costs and benefits of each case. The difference in simulated benefits and costs between the Project Case and the Baseline Case quantifies the net benefits of the Project, as described above, while the difference between the Project Case and the Generic Wind case identifies the savings that can be realized by directly interconnecting 1,900 MW of high quality wind provided by the Wind Facility to the AEP load zone.

The results of the Economic Evaluation demonstrate that the Project is expected to save SWEPCO customers approximately \$1.9 billion on a total Company net present value (NPV) basis and approximately \$750 million on a Texas-retail jurisdictional NPV basis.

#### Fuel Eligibility Finding

Because the result of this Project is a direct reduction to customers' energy costs, realized on a timely basis through SWEPCO's fuel factor, SWEPCO proposes to treat the revenue requirement associated with the return of and on the investment, the asset's operation and maintenance expenses, and all related taxes as eligible fuel expense, and to credit the value of federal PTCs (which would otherwise offset base rates) against fuel expense until such time as this Project is included in SWEPCO's base rates. This benefit, along with the revenue requirement for the Project facilities that enable that benefit, should be promptly passed through to customers through the Company's eligible fuel cost calculation upon commercial operation of the Project. In this way, both the costs and benefits (which are projected to outweigh those

costs) of the Project will be incurred by and accrue to customers at the time the Project begins to provide service to customers.

When a utility adds a generating facility, it is typically because the utility is experiencing significant load growth and needs the additional capacity provided by the new generating facility. Under such circumstances, the utility may be able to depend on revenues from that load growth to help mitigate the lost revenues between the date of commercial operation and inclusion in base rates. This case is different, in that the Project is being built to provide immediate economic benefits to customers in the form of reduced energy costs, not to serve growing load.

From the outset of commercial operation, the revenue requirement from the addition of the Project will be more than offset by the Project's energy savings and the federal PTC. The expected result of these offsetting factors is a net reduction to the Company's cost of service such that a typical Texas customer would see a net decrease to their bill in the very first year of operations. In short, the acquisition of the Project is reasonably expected to result in lower fuel and energy expenses than would otherwise be incurred, and the benefits expected to be received by customers exceed the costs of that acquisition. For all of these reasons, special circumstances exist, as contemplated under 16 TAC § 25.236(a)(7), to allow this cost as an eligible fuel expense to the benefit of the Company's customers until such time as this Project is included in SWEPCO's base rates.

In addition, as discussed in the direct testimony of Company witness Kelly Pearce, in order to moderate the impact of the expiration of the PTC after year ten of the Project's commercial operation, SWEPCO proposes to apply a portion of the PTCs earned to offset the Project revenue requirement beyond year ten. Accordingly, SWEPCO requests Commission approval to defer PTCs for ratemaking purposes in a regulatory liability that will be used to offset the revenue requirement in later years.

Further, to the extent that the PTCs are not fully used by the Company in a given tax year, SWEPCO requests Commission approval to include any unrealized PTCs in a deferred tax asset that is included in rate base in subsequent base rate proceedings.

**IV. Identification of Witnesses and Subjects Addressed**

The eleven witnesses whose testimonies and exhibits are attached to this Petition and the subjects they address are as follows:

<b>Witness</b>	<b>Testimony Summary</b>
Paul Chodak	Overall Policy
Venita McCellon-Allen	SWEPCO Policy
Mike L. Bright	Wind Facility
Jay F. Godfrey	Membership Interests Purchase Agreement (MIPA)
Robert W. Bradish	Gen-Tie Line
Brian D. Weber	Engineering, Procurement, and Construction Contract for the Gen-Tie
Kelly D. Pearce	Project Economics
Johannes P. Pfeifenberger	Modeling
Karl R. Bletzacker	Fundamentals Forecast
Renee V. Hawkins	Project Financing
John O. Aaron	Customer Impacts

**V. Relief Requested, Customers Affected, and Other Filings**

SWEPCO holds CCN No. 30151. SWEPCO requests that its CCN be amended to include the Project described in this filing. SWEPCO has approximately 184,000 Texas retail customers, all of whom are affected by this Petition. SWEPCO has filed separate applications for certification of the Project with the Arkansas Public Service Commission and the Louisiana Public Service Commission.

## **VI. Request for Immediate Referral to SOAH and CCN Authorization in 2018**

SWEPCO seeks CCN authorization by April 30, 2018 so that the Wind Facility will be in service by December 31, 2020 in order to take full advantage of the federal PTC. IRS Notices with respect to the PTC establish a requirement that construction of a significant nature must be continuous from the beginning of construction until the project is placed in service. The IRS has provided a safe harbor, which deems the continuous construction requirement to be satisfied if the project is placed in service by the end of the fourth year following the year in which construction began. Invenenergy has satisfied the construction start date requirement by commencing construction activities on or prior to December 31, 2016. This established eligibility for the Wind Facility to receive 100% of the PTC. Going forward, Invenenergy will continue development activities including excavation and slab installation, access road construction, substation site preparation, preparation and construction of foundations, and procurement of long lead time items. So long as Commission approvals are timely obtained, Invenenergy will be able to complete construction and commercial operations will begin before January 1, 2021 (ensuring safe harbor eligibility for 100% of the PTC). The earlier approval occurs, the less risk there will be that the Wind Facility cannot be placed in service by this date. To this end, SWEPCO respectfully requests that this case be immediately referred to the State Office of Administrative Hearings (SOAH) with the direction that a procedural schedule be set that allows the Commission to issue a final order on SWEPCO's application by April 30, 2018.

## **VII. Guidelines Followed for Information in a Generation CCN Filing**

16 TAC § 25.101(g) requires that all CCN applications be filed on Commission-prescribed forms. However, there are no such forms for generation CCNs. Prior to 1983, there was a stand-alone generation CCN form that the Commission and utilities followed. In 1983, PURA was amended to add the notice of intent filing that was a prerequisite to any generation



CCN filing, and the forms and guidelines were changed to reflect these and other statutory changes. But the notice of intent requirement was abolished when the integrated resource planning provisions were added in 1995, and those provisions were themselves abolished by Senate Bill 7.

Nonetheless, in the testimony that is part of this Application, SWEPCO has attempted to supply information from past generation CCN forms and notice of intent guidelines. Moreover, SWEPCO's testimony addresses all of the CCN criteria in PURA § 37.056. SWEPCO has followed a similar format of presenting information used in its filings in Docket Nos. 32918, 33048, and 33891, CCN requests for other generation resources.

Based on the language of PURA § 14.101, that statute does not apply to this Application. PURA § 14.101(a) provides, "Unless a public utility reports the transaction to the commission within a reasonable time, the public utility may not: (a) sell, acquire, or lease a plant as an operating unit or system in this state for a total consideration of more than \$10 million...." The Project will not be located in this State (*i.e.*, Texas), but instead will be located wholly within Oklahoma. Nevertheless, the Direct Testimony of Ms. McCellon-Allen addresses the factors listed in PURA § 14.101 as they pertain to the Project and the Company's Application. To the extent the Commission determines that PURA § 14.101 does apply to this Application, the Company respectfully requests a public interest finding pursuant to that provision and submits that this Application and the attached testimony and exhibits support such a finding. The Commission's Sale, Transfer, Merger form is attached hereto as Attachment A.

#### **VIII. Notice**

SWEPCO's proposed notice takes account of the fact that the Project will be located outside Texas. SWEPCO proposes to serve notice of this Application on all of the parties in Docket No. 46449 (SWEPCO's pending base rate case) and Docket No. 42527 (SWEPCO's

most recent fuel reconciliation proceeding), to each of SWEPCO's customers individually, and to publish notice in newspapers of general circulation in SWEPCO's Texas service area once a week for two consecutive weeks. SWEPCO's proposed form of notice is included as Attachment B.

SWEPCO's proposed notice meets and exceeds the notice approved in Docket Nos. 33891 (Turk CCN) and 43958 (Union Power Station CCN), respectively. In Docket Nos. 33891 and 43958, as well as this proceeding, the facilities in question were located outside Texas.

The Company respectfully requests that the Presiding Officer, on an expedited basis, find that its proposed notice and method of notice complies with PURA and the Commission's rules.

#### **IX. Documents Filed under Seal and Request for Protective Order**

SWEPCO requests that the Presiding Officer assigned to this case issue a protective order in the form provided as Attachment C to this Petition to govern review and use of confidential, proprietary, and market-sensitive information. Attachment C tracks the protective order adopted by the Presiding Officer in Docket No. 46449, SWEPCO's pending base rate proceeding. The proposed protective order is substantially the same as the standard protective order adopted by the Commission in Project No. 21662 except that Paragraph No. 7 (entitled Restrictions on Copying and Inspection of Highly Sensitive Protected Material) has been modified. SWEPCO respectfully requests that the Presiding Officer consider this request for issuance of a protective order on an expedited basis. Pending approval of the protective order, SWEPCO will offer access to confidential and highly sensitive information to eligible requesting parties who execute the protective order certification provided in Attachment C. The confidential and highly sensitive information will also be made available at the Austin offices of AEP to those eligible parties who execute the protective order certification, which is included in Attachment C. Attachment D to this Application lists the documents included in this Application that SWEPCO

considers confidential or highly sensitive information entitled to protection under the proposed protective order.

## **X. Conclusion and Prayer**

SWEPCO has determined wind energy to be economically beneficial to customers if added to the Company's existing supply portfolio while the federal PTC remains available to new installations. The Project is uniquely situated to unlock the full value of high-quality wind by interconnecting this great resource directly to load. SWEPCO's testimony demonstrates that the Project is reasonably expected to immediately lower energy costs and the overall cost of serving customers and, thus, customers' bills. For these reasons, the Company respectfully requests that the Commission grant SWEPCO CCN authorization for the Project by April 30, 2018 and find that special circumstances exist as contemplated under 16 TAC § 25.236(a)(7) to allow the costs associated with the Project as an eligible fuel expense to the benefit of the Company's customers until such time as this Project is included in SWEPCO's base rates. SWEPCO also requests immediate referral to SOAH so that timely approval may be obtained.

Dated as of July 31, 2017

Respectfully submitted,

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By: \_\_\_\_\_  
William Coe

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ELECTRIC POWER COMPANY

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1701 N. CONGRESS AVENUE  
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(512) 936-7000

**APPLICATION FOR SALE, TRANSFER OR MERGER**

This form should be used by public utilities for:

1. seeking authority to sell, assign or lease a Certificate of Convenience and Necessity or any rights obtained under a certificate.
2. reporting the sale, acquisition, lease or rental by or to any public utility of any plant as an operating system or unit for a total consideration in excess of \$10 million;
3. reporting the merger or consolidation of two or more public utilities; and
4. reporting the purchase by one public utility of voting stock in another public utility.

See Sections 14.101, 14.102, and 37.154 of the Public Utility Regulatory Act

1. Proposed action or subject of report:

Sale, transfer or lease of an entire Certificate of Convenience and Necessity

Sale, transfer or lease of a portion of Applicant's service area or facilities to which it is certificated (including certificate rights)

Sale, transfer or lease of a utility plant as an operating system or unit for more than \$10 million (including certificate rights)

Merger of public utilities

Purchase by a public utility of voting stock in another public utility

- \* **It is SWEPCO's position that PURA § 14.101 does not apply to this Petition. PURA § 14.101(a) provides, "Unless a public utility reports the transaction to the commission within a reasonable time, the public utility may not: (a) sell, acquire, or lease a plant as an operating unit or system in this state for a total consideration of more than \$10 million...." The Project will not be located in this State (i.e., Texas), but instead will be located wholly within Oklahoma. However, to the extent that a public interest finding is required under PURA § 14.101, SWEPCO requests that the Commission find that its ownership and development of the facilities is in the public interest.**

List all counties in which the utility's service area will be affected by this transaction:

**The wind facility and associated generation tie transmission line will be located in Oklahoma. Except for impacts on rates and power supply, no counties in Applicant's service area will be affected by the transaction.**

2. Applicant: **Southwestern Electric Power Company**

  X   Applicant holds Certificate of Convenience and Necessity No. **30151**

       Applicant does not hold a certificate from the Public Utility Commission

The Applicant is the:

       Seller (transferor or lessor)

  X   Purchaser (transferee or lessee)

       The merged utility

       Other (please explain):

Business Address:	<u>          <b>428 Travis Street</b>          </u>	Business Telephone:	<u>          <b>(318) 673-3000</b>          </u>
	<u>          <b>Shreveport</b>          </u>		<u>          <b>Louisiana 71101</b>          </u>
	(City)	(County)	(State & Zip Code)

3. Applicant is a(n):   **Corporation**    
(Individual, Partnership, Corporation, Cooperative Corporation,  
Water Supply Corporation, Political Subdivision, Municipally-  
Owned Utility)

4. If applicable, list the names, addresses and office of all partners or all officers of Applicant.

<b>Name</b>	<b>Address</b>	<b>Office</b>
Nicholas K. Akins	1 Riverside Plaza Columbus, OH 43215	Chairman of the Board and Chief Executive Officer
Venita McCellon-Allen	428 Travis Shreveport, LA 71101	President and Chief Operating Officer
Brian X. Tierney	1 Riverside Plaza Columbus, OH 43215	Vice President and Chief Financial Officer
Lisa M. Barton	1 Riverside Plaza Columbus, OH 43215	Vice President
Lonni L. Dieck	1 Riverside Plaza Columbus, OH 43215	Vice President
Brian Bond	428 Travis Shreveport, LA 71101	Vice President – External Affairs
Lana L. Hillebrand	1 Riverside Plaza Columbus, OH 43215	Vice President
Paul W. Franklin	428 Travis Shreveport, LA 71101	Vice President - Generating Assets
Eric J. James	1 Riverside Plaza Columbus, OH 43215	Vice President
Jeffery D. LaFleur	1 Riverside Plaza Columbus, OH 43215	Vice President
Mark C. McCullough	1 Riverside Plaza Columbus, OH 43215	Vice President
Marguerite C. Mills	1 Riverside Plaza Columbus, OH 43215	Vice President
Robert P. Powers	1 Riverside Plaza Columbus, OH 43215	Vice President
Mark A. Pyle	1 Riverside Plaza Columbus, OH 43215	Vice President – Tax
Julie A. Sherwood	1 Riverside Plaza Columbus, OH 43215	Vice President
A. Wade Smith	1 Riverside Plaza Columbus, OH 43215	Vice President
Scott N. Smith	1 Riverside Plaza Columbus, OH 43215	Vice President
Malcom A. Smoak	428 Travis Shreveport, LA 71101	Vice President – Distribution Region Operations
Thomas P. Brice	428 Travis Shreveport, LA 71101	Vice President – Regulatory & Finance

Joseph M. Buonaiuto	1 Riverside Plaza Columbus, OH 43215	Controller and Chief Accounting Officer
David M. Feinberg	1 Riverside Plaza Columbus, OH 43215	Secretary
Jeffrey W. Hoersdig	1 Riverside Plaza Columbus, OH 43215	Assistant Controller
Julie Williams	1 Riverside Plaza Columbus, OH 43215	Assistant Controller
Thomas G. Berkemeyer	1 Riverside Plaza Columbus, OH 43215	Assistant Secretary
William E. Johnson	1 Riverside Plaza Columbus, OH 43215	Assistant Secretary
Renee V. Hawkins	1 Riverside Plaza Columbus, OH 43215	Assistant Treasurer

5. If applicable, list names, addresses and positions of Applicant's five largest shareholders.  
**Applicant is a wholly owned subsidiary of American Electric Power Company (AEP).**

6. Applicant designates the following persons to be contacted with respect to any question regarding filing:

**Jay Toungate**

**400 W. 15<sup>th</sup> St., Suite 1520**                      **Austin, TX 78701**                      **(214) 777-1055**  
 \_\_\_\_\_  
 (Address)    (City, State and Zip Code)                      (Area Code and Number)

\_\_\_\_\_  
 (Address)    (City, State and Zip Code)                      (Area Code and Number)

7. If Applicant is represented by an attorney:

**Please see the Company's Application filed in this proceeding for a list of SWEPCO's authorized legal representatives for this proceeding**  
 \_\_\_\_\_  
 (Address)    (City, State and Zip Code)                      (Area Code and Number)

8. Does Applicant presently have a tariff on file with the Commission?

  **X**   Yes. If yes, date of filing   **March 25, 2014 (Docket No. 41892)**    
 \_\_\_\_\_  
 No. If no, attach a written schedule of present rate and services. (Use forms or format required by Commission's Tariff Clerk.)

If there are more than two parties to this transaction, please attach sheets providing the information required in Questions No. 9 through 16 for each party.



9. Please indicate the proposed effect of this transaction on rates to be charged affected customers:

All customers will be charged the same rates as they were charged before the transaction.

Some customers will be charged different rates than they were charged before the transaction. If so, please explain.

Applicant intends to file with the Commission an application to change rules of (some) (all) of its customers as a result of this transaction. If so, please explain.

Other. Please explain: **SWEPCO's Application seeks a finding that special circumstances exist, as contemplated by 16 TAC § 25236(a)(7), to allow the costs of the proposed Project as an eligible fuel expense.**

10. Other party to this transaction: \_\_\_\_\_

**See Attachments A and B for information concerning the Seller, States Edge Wind I Holdings LLC and the other Purchaser, Public Service Company of Oklahoma.**

The other party holds Certificate of Convenience and Necessity No. \_\_\_\_\_

The other party does not hold a Certificate of Convenience and Necessity. \_\_\_\_\_

The other parties are the:

Seller (transferor or lessor) – **States Edge Wind I Holdings LLC**

Other Purchaser (transferee or lessee) – **Public Service Company of Oklahoma**

The merging utilities

Other (please explain): \_\_\_\_\_

Business Address: \_\_\_\_\_ Business Telephone: \_\_\_\_\_

(Street Address must be entered here – P.O. Box may also be entered)

\_\_\_\_\_  
(City) (County) (State & Zip Code)

11. Other party is a(n): **See Attachments A and B for information concerning the Seller, States Edge Wind I Holdings LLC and the other Purchaser, Public Service Company of Oklahoma.**

12. If applicable, list the names, addresses and office of all partners or all officers of other party.

**See Attachments A and B for information concerning the Seller, States Edge Wind I Holdings LLC, and the other Purchaser, Public Service Company of Oklahoma.**

13. If applicable, list the names and addresses of other party's five (5) largest shareholders.

**See Attachments A and B for information concerning the Seller, States Edge Wind I Holdings, and the other Purchaser, Public Service Company of Oklahoma.**

14. The other party designates the following person(s) to be contacted with respect to any question regarding filing:

**See Attachments A and B for information concerning the Seller, States Edge Wind I Holdings LLC, and the other Purchaser, Public Service Company of Oklahoma.**

15. The other party has retained an engineer:

**See Attachments A and B for information concerning the Seller, States Edge Wind I Holdings LLC, and the other Purchaser, Public Service Company of Oklahoma.**

16. The other party is represented by an attorney:

**See Attachments A and B for information concerning the Seller, States Edge Wind I Holdings LLC, and the other Purchaser, Public Service Company of Oklahoma.**

17. List all neighboring utilities, cities, political subdivisions, or other parties directly affected by this application. (Use separate sheet if needed).

**The Wind Facility and associated generation tie line are located in Oklahoma, so no affected landowners, neighboring utilities, cities, political subdivisions, or other parties in Texas are directly affected by this application. All of SWEPCO's Texas retail customers may be affected by the Application.**

Applicant represents to the Public Utility Commission that each of the above parties and all other parties to this transaction were notified of the nature of this application and its filing with the Commission, and each of the above parties by that notification has an opportunity to protest the application. Other parties to this transaction have been furnished copies of this application.

18. Please describe the nature of the transaction. Indicate if it involves the transfer of certificated facilities and/or service area:

**The transaction involves acquisition by SWEPCO and Public Service Company of Oklahoma (together, Companies) of 100% of the equity interests in States Edge Wind I LLC (the entity created specifically to own all of the rights and assets with respect to**

**the Wind Facility) and, along with it, the Wind Facility from States Edge Wind I Holdings LLC. The Wind Facility is proposed to be owned 70 percent by SWEPCO and 30 percent by PSO. Please see SWEPCO's Application filed in this proceeding for more information regarding the nature of the transaction.**

**The transaction does not involve the transfer of certificated facilities and/or service area.**

19. If the transaction involves the transfer of certificated facilities and/or service areas, please describe the qualifications of the purchaser (or transferee) to provide adequate utility service:

**Not applicable.**

20. State the purchase price and/or other consideration for the transaction.

**Please see SWEPCO's Application filed in this proceeding.**

21. If applicable, state the original cost of plant to be sold or merged, as recorded on the books of the Seller (or merging companies):

**Not applicable. SWEPCO proposes to purchase new facilities that have not been previously dedicated to public use.**

22. If applicable, state the amount of accumulated depreciation and the date of the acquisition:

**Acquisition will occur after all necessary regulatory approvals are obtained. Depreciation will not begin until after the date of acquisition.**

23. If applicable, state the amount recorded as plant acquisition adjustment on books of the selling company(ies):

**Not applicable.**

24. Complete the following proposed entries in books of purchasing (or surviving) company to record purchase (or merger):

**SWEPCO proposes to debit Utility Plant in Service and credit Cash for the purchase price of the Wind Facility.**

25. If utility plant in service is traded for utility plant in service, give details of the original cost – accumulated depreciation, and reasons for or justification of the trade:

**Not applicable.**

26. Provide analysis of tax consequences in transaction and recognition given in books of the parties concerned:

**Not applicable.**

27. Describe the type of plant facilities, and number of connections affected by this application.

**Please see SWEPCO's Application filed in this proceeding.**

28. Describe the location of plant facilities involved in this application with respect to streets, highways, cities, known landmarks, water courses, coordinates of transmitter sites, etc.:

**The Wind Facility will be located in Texas and Cimarron Counties in Oklahoma. The associated generation tie line will run from the Wind Facility east and slightly south across northern Oklahoma and tie into the AEP load zone within SPP at the existing Tulsa North 345-kV substation. All of the facilities will be located in the state of Oklahoma. Please see SWEPCO's Application for more information.**

29. Regarding the utility being sold, provide details of the following:

- a. Planned or needed capital improvements

**Not applicable.**

- b. Estimated cost of such improvements;

**Not applicable.**

- c. Whether required to make such improvements by a federal or state agency;

**Not applicable.**

- d. Any time limits imposed for such improvements.

**Not applicable.**

30. Please describe anticipated impact of this transaction on the quality of utility service. Please explain anticipated changes in quality of service.

**The Project is proposed and expected to reduce energy costs for SWEPCO's customers. Otherwise, the Project is not expected to have an impact on the quality of service.**

31. If a merger or combination is sought by this application, please provide the following:
- a. A balance sheet for each entity;
  - b. An income statement for each entity;
  - c. Articles of Incorporation of a newly created entity;
  - d. A preliminary prospectus if stock of a newly created entity is to be publicly held.

**Not applicable.**

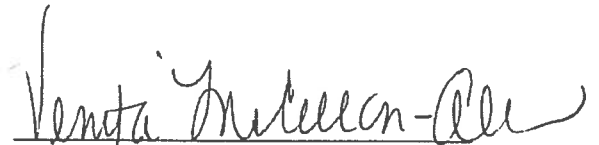
If the Affiant to this form is any person other than the sole owner, partner, officer of the applicant or its attorney, a properly verified Power of Attorney must be enclosed.

OATH

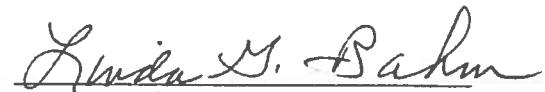
STATE OF LOUISIANA

CADDO PARISH

I, Venita McCellon-Allen, being duly sworn, file this application as President and Chief Operating Officer for Southwestern Electric Power Company. I am qualified and authorized to file and verify such application, am personally familiar with the documents filed with this application, and have complied with all the requirements contained in the application. I am also qualified and authorized to verify that all statements made and matters set forth therein with respect to the applicant are true and correct. Statements about other parties are made on information and belief. I further state that the application is made in good faith, that notice of its filings was given to all other parties to the transaction and all neighboring utilities, and that this application does not duplicate any filing presently before the Commission.

  
Venita McCellon-Allen

SUBSCRIBED AND SWORN TO BEFORE ME, a Notary Public in and for the State and Parish above-named, this 28<sup>th</sup> day of July, 2017.

  
Notary Public

Linda G. Bahm, ID # 61135  
Notary Public, Caddo Parish, Louisiana  
My Commission Is for Life

**Attachment A**

10. Other party to this transaction: **States Edge Wind I Holdings LLC**

(Name)

The other party holds Certificate of Convenience and Necessity No. \_\_\_\_\_

The other party does not hold a Certificate of Convenience and Necessity.

The other party is the:

Seller (transferor or lessor)

\_\_\_\_\_ Purchaser (transferee or lessee)

\_\_\_\_\_ The merging utilities

\_\_\_\_\_ Other (please explain):

**One South Wacker Drive** Business Telephone: **312-224-1400**

(Street Address must be entered here – P.O. Box may also be entered)

**Chicago** **IL 60606**  
(City) (County) (State & Zip Code)

11. Other party is a(n): **Limited Liability Company**

(Individual, Partnership, Corporation, Cooperative Corporation, Water Supply Corporation, Political Subdivision, Municipally-Owned Utility)

12. If applicable, list the names, addresses and office of all partners or all officers of other party.

NAME	OFFICE	ADDRESS
<b>Michael Polsky</b>	<b>President</b>	<b>1 S. Wacker Dr., Chicago, IL 60606</b>
<b>James Murphy</b>	<b>Vice President</b>	<b>1 S. Wacker Dr., Chicago, IL 60606</b>
<b>James Shield</b>	<b>Vice President</b>	<b>1 S. Wacker Dr., Chicago, IL 60606</b>
<b>Bryan Schueler</b>	<b>Vice President</b>	<b>1 S. Wacker Dr., Chicago, IL 60606</b>
<b>Michael Baird</b>	<b>Vice President</b>	<b>1 S. Wacker Dr., Chicago, IL 60606</b>
<b>Steven Ryder</b>	<b>Vice President</b>	<b>1 S. Wacker Dr., Chicago, IL 60606</b>
<b>Meghan Schultz</b>	<b>Vice President</b>	<b>1 S. Wacker Dr., Chicago, IL 60606</b>
<b>Mike Blazer</b>	<b>Secretary</b>	<b>1 S. Wacker Dr., Chicago, IL 60606</b>

13. If applicable, list the names and addresses of other party's five (5) largest shareholders.

**States Edge Wind I Holdings LLC is a wholly owned subsidiary of Invenergy Wind Development North America, LLC.**

14. The other party designates the following person(s) to be contacted with respect to any question regarding filing:

**Matthew Bonovich**

**One S. Wacker Dr.**

(Address)

**Chicago, IL 60606**

(City, State and Zip Code)

**312 582 1456**

(Area Code and Number)

15. The other party has retained an engineer: **Not applicable**
16. The other party is represented by an attorney: **Not applicable. Invenergy is not a party to this case.**



**Attachment B**

10. Other party to this transaction: Public Service Company of Oklahoma  
 (Name)  
 The other party holds Certificate of Convenience and Necessity No. \_\_\_\_\_  
 The other party does not hold a Certificate of Convenience and Necessity in Texas.  
 X

The other party is the:

\_\_\_\_\_ Seller (transferor or lessor)

X Other Purchaser (transferee or lessee)

\_\_\_\_\_ The merging utilities  
 \_\_\_\_\_ Other (please explain):  
 \_\_\_\_\_

212 East Sixth Street Business Telephone: 1-888-216-3523  
 (Street Address must be entered here – P.O. Box may also be entered)  
Tulsa OK, 74119  
 (City) (County) (State & Zip Code)

11. Other party is a(n): Corporation  
 (Individual, Partnership, Corporation, Cooperative Corporation, Water Supply Corporation, Political Subdivision, Municipally-Owned Utility)
12. If applicable, list the names, addresses and office of all partners or all officers of other party.

NAME	ADDRESS	OFFICE
Nicholas K. Akins	1 Riverside Plaza Columbus, OH 43215	Chairman of the Board and Chief Executive Officer
Stuart J. Solomon	212 E. 6 <sup>th</sup> Street Tulsa, OK 74119	President and Chief Operating Officer
Steven F. Baker	212 E. 6 <sup>th</sup> Street Tulsa, OK 74119	Vice President – Distribution Region Operations

Brian X. Tierney	1 Riverside Plaza Columbus, OH 43215	Vice President and Chief Financial Officer
Lisa M. Barton	1 Riverside Plaza Columbus, OH 43215	Vice President
Lonni L. Dieck	1 Riverside Plaza Columbus, OH 43215	Vice President
John D. Harper	212 E. 6 <sup>th</sup> Street Tulsa, OK 74119	Vice President – External Affairs
Lana L. Hillebrand	1 Riverside Plaza Columbus, OH 43215	Vice President
Eric J. James	1 Riverside Plaza Columbus, OH 43215	Vice President
Jeffery D. LaFleur	1 Riverside Plaza Columbus, OH 43215	Vice President
Mark C. McCullough	1 Riverside Plaza Columbus, OH 43215	Vice President
Marguerite C. Mills	1 Riverside Plaza Columbus, OH 43215	Vice President
Robert P. Powers	1 Riverside Plaza Columbus, OH 43215	Vice President
Mark A. Pyle	1 Riverside Plaza Columbus, OH 43215	Vice President – Tax
Julie A. Sherwood	1 Riverside Plaza Columbus, OH 43215	Vice President
A. Wade Smith	1 Riverside Plaza Columbus, OH 43215	Vice President
Scott N. Smith	1 Riverside Plaza Columbus, OH 43215	Vice President
Steven L. Fate	212 E. 6 <sup>th</sup> Street Tulsa, OK 74119	Vice President – Regulatory & Finance
Tommy J. Slater	212 E. 6 <sup>th</sup> Street Tulsa, OK 74119	Vice President Generating Assets
Joseph M. Buonaiuto	1 Riverside Plaza Columbus, OH 43215	Controller and Chief Accounting Officer
David M. Feinberg	1 Riverside Plaza Columbus, OH 43215	Secretary
Jeffrey W. Hoersdig	1 Riverside Plaza Columbus, OH 43215	Assistant Controller
Julie Williams	1 Riverside Plaza Columbus, OH 43215	Assistant Controller
Thomas G. Berkemeyer	1 Riverside Plaza Columbus, OH 43215	Assistant Secretary
William E. Johnson	1 Riverside Plaza Columbus, OH 43215	Assistant Secretary

Renee V. Hawkins	1 Riverside Plaza Columbus, OH 43215	Assistant Treasurer
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13. If applicable, list the names and addresses of other party's five (5) largest shareholders.  
**PSO is a wholly owned subsidiary of American Electric Power Company (AEP).**
14. The other party designates the following person(s) to be contacted with respect to any question regarding filing:  
  
**Emily Shuart  
Director Regulatory Services  
1601 N.W. Expressway, Ste. 1400  
Oklahoma City, OK 73118  
Phone: 405-841-1311**
15. The other party has retained an engineer: **Not applicable**  
(Name of Engineer or Firm)
16. The other party is represented by an attorney: **Not applicable. PSO is not a party to this case.**

**PUBLIC NOTICE**

On [Month Day], 2017, Southwestern Electric Power Company (SWEPCO) filed a petition with the Public Utility Commission of Texas (Commission) requesting Certificate of Convenience and Necessity (CCN) authorization for a nominally-rated 2000 MW wind generation resource to be located in Texas and Cimarron Counties in northwest Oklahoma (Wind Facility) as well as an associated generation tie line (Gen-Tie) (together, Project). The docket number and style of the case are PUC Docket No. \_\_\_\_\_, *Application of Southwestern Electric Power Company for Certificate of Convenience and Necessity Authorization and Related Relief for the Wind Catcher Energy Connection Project*. SWEPCO is not seeking to change its rates in this proceeding, but is seeking a PUC finding that special circumstances exist, as contemplated under 16 Texas Administrative Code § 25.236(a)(7), to allow the cost of the Project as an eligible fuel expense.

The total estimated cost (including Allowance for Funds Used During Construction (AFUDC)) of the Wind Facility is approximately \$2.902 billion, of which the SWEPCO share is approximately \$2.031 billion. The total estimated cost (including AFUDC) of the Gen-Tie is \$1.624 billion, of which the SWEPCO share is approximately \$1.137 billion. The total estimated cost (including AFUDC) of the Project is \$4.526 billion, of which the SWEPCO share is approximately \$3.168 billion. The SWEPCO Texas retail jurisdictional total estimated cost of the Project (including AFUDC) is \$1.087 billion. SWEPCO requests that its CCN be amended to include the Project. SWEPCO's Petition affects all customers and customer classes throughout its service territory.

Persons with questions about this Project should contact SWEPCO at 428 Travis Street, Shreveport, Louisiana 71101 or call toll-free at (888) 216-3523 during normal business hours. Persons who wish to intervene in the proceeding or comment upon action sought, should contact the Public Utility Commission, P.O. Box 13326, Austin, Texas 78711-3326, or call the Public Utility Commission at (512) 936-7120 or (888) 782-8477. Hearing- and speech-impaired individuals with text telephones (TTY) may contact the commission at (512) 936-7136. The deadline for intervention in the proceeding is [Month Day] 2017 and you must send a letter requesting intervention to the Commission which is received by that date.

A copy of SWEPCO's petition may be viewed on the Commission's webpage at [www.puc.state.tx.us](http://www.puc.state.tx.us). The Commission maintains an electronic copy of all filings on the "filings – interchange" section of its webpage. The control number for this proceeding is [DOCKET NO.].

DOCKET NO. \_\_\_\_\_

APPLICATION OF SOUTHWESTERN	§	
ELECTRIC POWER COMPANY FOR	§	PUBLIC UTILITY COMMISSION
CERTIFICATE OF CONVENIENCE	§	
AND NECESSITY AUTHORIZATION	§	OF TEXAS
AND RELATED RELIEF FOR THE	§	
STATES EDGE WIND GENERATION	§	
PROJECT	§	

**PROTECTIVE ORDER**

This Protective Order shall govern the use of all information deemed confidential (Protected Materials) or highly confidential (Highly Sensitive Protected Materials), including information whose confidentiality is currently under dispute, by a party providing information to the Public Utility Commission of Texas (Commission) or to any other party to this proceeding.

It is ORDERED that:

1. **Designation of Protected Materials.** Upon producing or filing a document, including, but not limited to, records on a computer disk or other similar electronic storage medium in this proceeding, the producing party may designate that document, or any portion of it, as confidential pursuant to this Protective Order by typing or stamping on its face “PROTECTED PURSUANT TO PROTECTIVE ORDER ISSUED IN DOCKET NO. \_\_\_\_\_” (or words to this effect) and consecutively Bates Stamping each page. Protected Materials and Highly Sensitive Protected Materials include the documents so designated, as well as the substance of the information contained in the documents and any description, report, summary, or statement about the substance of the information contained in the documents.
2. **Materials Excluded from Protected Materials Designation.** Protected Materials shall not include any information or document contained in the public files of the Commission or any other federal or state agency, court, or local governmental authority subject to the Public Information Act.<sup>1</sup> Protected Materials also shall not include documents or information which at the time of, or prior to disclosure in, a proceeding is or was public

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<sup>1</sup> Tex. Gov’t Code Ann. §§ 552.001-552.353 (West 2012 & Supp. 2016).

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knowledge, or which becomes public knowledge other than through disclosure in violation of this Protective Order.

3. **Reviewing Party.** For the purposes of this Protective Order, a “Reviewing Party” is any party to this docket.
4. **Procedures for Designation of Protected Materials.** On or before the date the Protected Materials or Highly Sensitive Protected Materials are provided to the Commission, the producing party shall file with the Commission and deliver to each party to the proceeding a written statement, which may be in the form of an objection, indicating: (a) any exemptions to the Public Information Act claimed to apply to the alleged Protected Materials; (b) the reasons supporting the producing party’s claim that the responsive information is exempt from public disclosure under the Public Information Act and subject to treatment as protected materials; and (c) that counsel for the producing party has reviewed the information sufficiently to state in good faith that the information is exempt from public disclosure under the Public Information Act and merits the Protected Materials designation.
5. **Persons Permitted Access to Protected Materials.** Except as otherwise provided in this Protective Order, a Reviewing Party may access Protected Materials only through its “Reviewing Representatives” who have signed the Protective Order Certification Form (see Attachment A). Reviewing Representatives of a Reviewing Party include its counsel of record in this proceeding and associated attorneys, paralegals, economists, statisticians, accountants, consultants, or other persons employed or retained by the Reviewing Party and directly engaged in this proceeding. At the request of the PUC Commissioners, copies of Protected Materials may be produced by Commission Staff. The Commissioners and their staff shall be informed of the existence and coverage of this Protective Order and shall observe the restrictions of the Protective Order.
6. **Highly Sensitive Protected Material Described.** The term “Highly Sensitive Protected Materials” is a subset of Protected Materials and refers to documents or information that a producing party claims is of such a highly sensitive nature that making copies of such documents or information or providing access to such documents to employees of the Reviewing Party (except as specified herein) would expose a producing party to

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unreasonable risk of harm. Highly Sensitive Protected Materials include but are not limited to: (a) customer-specific information protected by § 32.101(c) of the Public Utility Regulatory Act;<sup>2</sup> (b) contractual information pertaining to contracts that specify that their terms are confidential or that are confidential pursuant to an order entered in litigation to which the producing party is a party; (c) market-sensitive fuel price forecasts, wholesale transactions information and/or market-sensitive marketing plans; and (d) business operations or financial information that is commercially sensitive. Documents or information so classified by a producing party shall bear the designation “HIGHLY SENSITIVE PROTECTED MATERIALS PROVIDED PURSUANT TO PROTECTIVE ORDER ISSUED IN DOCKET NO. \_\_\_\_\_” (or words to this effect) and shall be consecutively Bates Stamped. The provisions of this Protective Order pertaining to Protected Materials also apply to Highly Sensitive Protected Materials, except where this Protective Order provides for additional protections for Highly Sensitive Protected Materials. In particular, the procedures herein for challenging the producing party’s designation of information as Protected Materials also apply to information that a producing party designates as Highly Sensitive Protected Materials.

7. **Restrictions on Copying and Inspection of Highly Sensitive Protected Material.**

Except as expressly provided in this Protective Order, one copy of Highly Sensitive Protected Materials may be made and kept in the possession of outside counsel for a Reviewing Party and one copy in the possession of the outside consultants having a need to access the materials, except that additional copies may be made to have sufficient copies for introduction of the material into the evidentiary record if the material is to be offered for admission into the record. The Reviewing Party shall maintain a record of all copies made of Highly Sensitive Protected Material and shall send a duplicate of the record to the producing party when the copy or copies are made. The record shall specify the location and the person possessing the copy. Limited notes may be made of Highly Sensitive Protected Materials, and such notes shall themselves be treated as Highly Sensitive Protected Materials unless such notes are limited to a description of the

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<sup>2</sup> Public Utility Regulatory Act, Tex. Util. Code Ann. §§ 11.001-66.016 (West 2007 & Supp. 2016) (PURA).

document and a general characterization of its subject matter in a manner that does not state any substantive information contained in the document.

8. **Restricting Persons Who May Have Access to Highly Sensitive Protected Material.**

With the exception of Commission Staff, the Office of the Attorney General (OAG), and the Office of Public Utility Counsel (OPC), and except as provided herein, the Reviewing Representatives for the purpose of access to Highly Sensitive Protected Materials may be persons who are (a) outside counsel for the Reviewing Party, (b) outside consultants for the Reviewing Party working under the direction of Reviewing Party's counsel or, (c) employees of the Reviewing Party working with and under the direction of Reviewing Party's counsel who have been authorized by the presiding officer to review Highly Sensitive Protected Materials. The Reviewing Party shall limit the number of Reviewing Representatives that review Highly Sensitive Protected Materials to the minimum number of persons necessary. The Reviewing Party is under a good faith obligation to limit access to each portion of any Highly Sensitive Protected Materials to two Reviewing Representatives whenever possible. Reviewing Representatives for Commission Staff, OAG, and OPC, for the purpose of access to Highly Sensitive Protected Materials, shall consist of their respective counsel of record in this proceeding and associated attorneys, paralegals, economists, statisticians, accountants, consultants, or other persons employed or retained by them and directly engaged in these proceedings.

9. **Copies Provided of Highly Sensitive Protected Material.** A producing party shall provide one copy of Highly Sensitive Protected Materials specifically requested by the Reviewing Party to the person designated by the Reviewing Party who must be a person authorized to review Highly Sensitive Protected Material under Paragraph 8. Representatives of the Reviewing Party who are authorized to view Highly Sensitive Protected Material may review the copy of Highly Sensitive Protected Materials at the office of the Reviewing Party's representative designated to receive the information. Any Highly Sensitive Protected Materials provided to a Reviewing Party may not be copied except as provided in Paragraph 7. The restrictions contained herein do not apply to Commission Staff, OPC, and the OAG when the OAG is representing a party to the proceeding.



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10. **Procedures in Paragraphs 10-14 Apply to Commission Staff, OPC, and the OAG and Control in the Event of Conflict.** The procedures in Paragraphs 10 through 14 apply to responses to requests for documents or information that the producing party designates as Highly Sensitive Protected Materials and provides to Commission Staff, OPC, and the OAG in recognition of their purely public functions. To the extent the requirements of Paragraphs 10 through 14 conflict with any requirements contained in other paragraphs of this Protective Order, the requirements of these Paragraphs shall control.
11. **Copy of Highly Sensitive Protected Material to be Provided to Commission Staff, OPC and the OAG.** When, in response to a request for information by a Reviewing Party, the producing party makes available for review documents or information claimed to be Highly Sensitive Protected Materials, the producing party shall also deliver one copy of the Highly Sensitive Protected Materials to the Commission Staff, OPC, and the OAG (if the OAG is representing a party) in Austin, Texas. Provided however, that in the event such Highly Sensitive Protected Materials are voluminous, the materials will be made available for review by Commission Staff, OPC, and the OAG (if the OAG is representing a party) at the designated office in Austin, Texas. The Commission Staff, OPC and the OAG (if the OAG is representing a party) may request such copies as are necessary of such voluminous material under the copying procedures specified herein.
12. **Delivery of the Copy of Highly Sensitive Protected Material to Commission Staff and Outside Consultants.** The Commission Staff, OPC, and the OAG (if the OAG is representing a party) may deliver the copy of Highly Sensitive Protected Materials received by them to the appropriate members of their staff for review, provided such staff members first sign the certification specified by Paragraph 15. After obtaining the agreement of the producing party, Commission Staff, OPC, and the OAG (if the OAG is representing a party) may deliver the copy of Highly Sensitive Protected Materials received by it to the agreed, appropriate members of their outside consultants for review, provided such outside consultants first sign the certification in Attachment A.
13. **Restriction on Copying by Commission Staff, OPC and the OAG.** Except as allowed by Paragraph 7, Commission Staff, OPC and the OAG may not make additional copies of

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the Highly Sensitive Protected Materials furnished to them unless the producing party agrees in writing otherwise, or, upon a showing of good cause, the presiding officer directs otherwise. Commission Staff, OPC, and the OAG may make limited notes of Highly Sensitive Protected Materials furnished to them, and all such handwritten notes will be treated as Highly Sensitive Protected Materials as are the materials from which the notes are taken.

14. **Public Information Requests.** In the event of a request for any of the Highly Sensitive Protected Materials under the Public Information Act, an authorized representative of the Commission, OPC, or the OAG may furnish a copy of the requested Highly Sensitive Protected Materials to the Open Records Division at the OAG together with a copy of this Protective Order after notifying the producing party that such documents are being furnished to the OAG. Such notification may be provided simultaneously with the delivery of the Highly Sensitive Protected Materials to the OAG.
15. **Required Certification.** Each person who inspects the Protected Materials shall, before such inspection, agree in writing to the following certification found in Attachment A to this Protective Order:

I certify my understanding that the Protected Materials are provided to me pursuant to the terms and restrictions of the Protective Order in this docket, and that I have been given a copy of it and have read the Protective Order and agree to be bound by it. I understand that the contents of the Protected Materials, any notes, memoranda, or any other form of information regarding or derived from the Protected Materials shall not be disclosed to anyone other than in accordance with the Protective Order and unless I am an employee of the Commission or OPC shall be used only for the purpose of the proceeding in Docket No. \_\_\_\_\_. I acknowledge that the obligations imposed by this certification are pursuant to such Protective Order. Provided, however, if the information contained in the Protected Materials is obtained from independent public sources, the understanding stated herein shall not apply.

In addition, Reviewing Representatives who are permitted access to Highly Sensitive Protected Material under the terms of this Protective Order shall, before inspection of such material, agree in writing to the following certification found in Attachment A to this Protective Order:

I certify that I am eligible to have access to Highly Sensitive Protected Material under the terms of the Protective Order in this docket.

The Reviewing Party shall provide a copy of each signed certification to Counsel for the producing party and serve a copy upon all parties of record.

16. **Disclosures between Reviewing Representatives and Continuation of Disclosure Restrictions after a Person is no Longer Engaged in the Proceeding.** Any Reviewing Representative may disclose Protected Materials, other than Highly Sensitive Protected Materials, to any other person who is a Reviewing Representative provided that, if the person to whom disclosure is to be made has not executed and provided for delivery of a signed certification to the party asserting confidentiality, that certification shall be executed prior to any disclosure. A Reviewing Representative may disclose Highly Sensitive Protected Material to other Reviewing Representatives who are permitted access to such material and have executed the additional certification required for persons who receive access to Highly Sensitive Protected Material. In the event that any Reviewing Representative to whom Protected Materials are disclosed ceases to be engaged in these proceedings, access to Protected Materials by that person shall be terminated and all notes, memoranda, or other information derived from the protected material shall either be destroyed or given to another Reviewing Representative of that party who is authorized pursuant to this Protective Order to receive the protected materials. Any person who has agreed to the foregoing certification shall continue to be bound by the provisions of this Protective Order so long as it is in effect, even if no longer engaged in these proceedings.
17. **Producing Party to Provide One Copy of Certain Protected Material and Procedures for Making Additional Copies of Such Materials.** Except for Highly Sensitive Protected Materials, which shall be provided to the Reviewing Parties pursuant to Paragraphs 9, and voluminous Protected Materials, the producing party shall provide a Reviewing Party one copy of the Protected Materials upon receipt of the signed certification described in Paragraph 15. Except for Highly Sensitive Protected Materials, a Reviewing Party may make further copies of Protected Materials for use in this proceeding pursuant to this Protective Order, but a record shall be maintained as to the

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documents reproduced and the number of copies made, and upon request the Reviewing Party shall provide the party asserting confidentiality with a copy of that record.

18. **Procedures Regarding Voluminous Protected Materials.** 16 Tex. Admin. Code (TAC) § 22.144(h) will govern production of voluminous Protected Materials. Voluminous Protected Materials will be made available in the producing party's voluminous room, in Austin, Texas, or at a mutually agreed upon location, Monday through Friday, 9:00 a.m. to 5:00 p.m. (except on state or Federal holidays), and at other mutually convenient times upon reasonable request.
19. **Reviewing Period Defined.** The Protected Materials may be reviewed only during the Reviewing Period, which shall commence upon entry of this Protective Order and continue until the expiration of the Commission's plenary jurisdiction. The Reviewing Period shall reopen if the Commission regains jurisdiction due to a remand as provided by law. Protected materials that are admitted into the evidentiary record or accompanying the evidentiary record as offers of proof may be reviewed throughout the pendency of this proceeding and any appeals.
20. **Procedures for Making Copies of Voluminous Protected Materials.** Other than Highly Sensitive Protected Materials, Reviewing Parties may take notes regarding the information contained in voluminous Protected Materials made available for inspection or they may make photographic, mechanical or electronic copies of the Protected Materials, subject to the conditions in this Protective Order; provided, however, that before photographic, mechanical or electronic copies may be made, the Reviewing Party seeking photographic, mechanical or electronic copies must provide written confirmation of the receipt of copies listed on Attachment B of this Protective Order identifying each piece of Protected Materials or portions thereof the Reviewing Party will need.
21. **Protected Materials to be Used Solely for the Purposes of These Proceedings.** All Protected Materials shall be made available to the Reviewing Parties and their Reviewing Representatives solely for the purposes of these proceedings. Access to the Protected Materials may not be used in the furtherance of any other purpose, including, without limitation: (a) any other pending or potential proceeding involving any claim, complaint, or other grievance of whatever nature, except appellate review proceedings that may arise

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from or be subject to these proceedings; or (b) any business or competitive endeavor of whatever nature. Because of their statutory regulatory obligations, these restrictions do not apply to Commission Staff or OPC.

22. **Procedures for Confidential Treatment of Protected Materials and Information Derived from Those Materials.** Protected Materials, as well as a Reviewing Party's notes, memoranda, or other information regarding or derived from the Protected Materials are to be treated confidentially by the Reviewing Party and shall not be disclosed or used by the Reviewing Party except as permitted and provided in this Protective Order. Information derived from or describing the Protected Materials shall be maintained in a secure place and shall not be placed in the public or general files of the Reviewing Party except in accordance with the provisions of this Protective Order. A Reviewing Party must take all reasonable precautions to insure that the Protected Materials including notes and analyses made from Protected Materials that disclose Protected Materials are not viewed or taken by any person other than a Reviewing Representative of a Reviewing Party.
23. **Procedures for Submission of Protected Materials.** If a Reviewing Party tenders for filing any Protected Materials, including Highly Sensitive Protected Materials, or any written testimony, exhibit, brief, motion or other type of pleading or other submission at the Commission or before any other judicial body that quotes from Protected Materials or discloses the content of Protected Materials, the confidential portion of such submission shall be filed and served in sealed envelopes or other appropriate containers endorsed to the effect that they contain Protected Material or Highly Sensitive Protected Material and are sealed pursuant to this Protective Order. If filed at the Commission, such documents shall be marked "PROTECTED MATERIAL" and shall be filed under seal with the presiding officer and served under seal to the counsel of record for the Reviewing Parties. The presiding officer may subsequently, on his/her own motion or on motion of a party, issue a ruling respecting whether or not the inclusion, incorporation or reference to Protected Materials is such that such submission should remain under seal. If filing before a judicial body, the filing party: (a) shall notify the party which provided the information within sufficient time so that the producing party may seek a temporary

sealing order; and (b) shall otherwise follow the procedures in Rule 76a, Texas Rules of Civil Procedure.

24. **Maintenance of Protected Status of Materials during Pendency of Appeal of Order**

**Holding Materials are not Protected Materials.** In the event that the presiding officer at any time in the course of this proceeding finds that all or part of the Protected Materials are not confidential or proprietary, by finding, for example, that such materials have entered the public domain or materials claimed to be Highly Sensitive Protected Materials are only Protected Materials, those materials shall nevertheless be subject to the protection afforded by this Protective Order for three (3) full working days, unless otherwise ordered, from the date the party asserting confidentiality receives notice of the presiding officer's order. Such notification will be by written communication. This provision establishes a deadline for appeal of a presiding officer's order to the Commission. In the event an appeal to the Commissioners is filed within those three (3) working days from notice, the Protected Materials shall be afforded the confidential treatment and status provided in this Protective Order during the pendency of such appeal. Neither the party asserting confidentiality nor any Reviewing Party waives its right to seek additional administrative or judicial remedies after the Commission's denial of any appeal.

25. **Notice of Intent to Use Protected Materials or Change Materials Designation.**

Parties intending to use Protected Materials shall notify the other parties prior to offering them into evidence or otherwise disclosing such information into the record of the proceeding. During the pendency of Docket No. \_\_\_\_\_ at the Commission, in the event that a Reviewing Party wishes to disclose Protected Materials to any person to whom disclosure is not authorized by this Protective Order, or wishes to have changed the designation of certain information or material as Protected Materials by alleging, for example, that such information or material has entered the public domain, such Reviewing Party shall first file and serve on all parties written notice of such proposed disclosure or request for change in designation, identifying with particularity each of such Protected Materials. A Reviewing Party shall at any time be able to file a written motion to challenge the designation of information as Protected Materials.

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26. **Procedures to Contest Disclosure or Change in Designation.** In the event that the party asserting confidentiality wishes to contest a proposed disclosure or request for change in designation, the party asserting confidentiality shall file with the appropriate presiding officer its objection to a proposal, with supporting affidavits, if any, within five (5) working days after receiving such notice of proposed disclosure or change in designation. Failure of the party asserting confidentiality to file such an objection within this period shall be deemed a waiver of objection to the proposed disclosure or request for change in designation. Within five (5) working days after the party asserting confidentiality files its objection and supporting materials, the party challenging confidentiality may respond. Any such response shall include a statement by counsel for the party challenging such confidentiality that he or she has reviewed all portions of the materials in dispute and, without disclosing the Protected Materials, a statement as to why the Protected Materials should not be held to be confidential under current legal standards, or that the party asserting confidentiality for some reason did not allow such counsel to review such materials. If either party wishes to submit the material in question for in camera inspection, it shall do so no later than five (5) working days after the party challenging confidentiality has made its written filing.
27. **Procedures for Presiding Officer Determination Regarding Proposed Disclosure or Change in Designation.** If the party asserting confidentiality files an objection, the appropriate presiding officer will determine whether the proposed disclosure or change in designation is appropriate. Upon the request of either the producing or Reviewing Party or upon the presiding officer's own initiative, the presiding officer may conduct a prehearing conference. The burden is on the party asserting confidentiality to show that such proposed disclosure or change in designation should not be made. If the presiding officer determines that such proposed disclosure or change in designation should be made, disclosure shall not take place earlier than three (3) full working days after such determination unless otherwise ordered. No party waives any right to seek additional administrative or judicial remedies concerning such presiding officer's ruling.
28. **Maintenance of Protected Status during Periods Specified for Challenging Various Orders.** Any party electing to challenge, in the courts of this state, a Commission or presiding officer determination allowing disclosure or a change in designation shall have

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a period of ten (10) days from: (a) the date of an unfavorable Commission order; or (b) if the Commission does not rule on an appeal of an interim order, the date an appeal of an interim order to the Commission is overruled by operation of law, to obtain a favorable ruling in state district court. Any party challenging a state district court determination allowing disclosure or a change in designation shall have an additional period of ten (10) days from the date of the order to obtain a favorable ruling from a state appeals court. Finally, any party challenging a determination of a state appeals court allowing disclosure or a change in designation shall have an additional period of ten (10) days from the date of the order to obtain a favorable ruling from the state supreme court, or other appellate court. All Protected Materials shall be afforded the confidential treatment and status provided for in this Protective Order during the periods for challenging the various orders referenced in this paragraph. For purposes of this paragraph, a favorable ruling of a state district court, state appeals court, Supreme Court or other appellate court includes any order extending the deadlines in this paragraph.

29. **Other Grounds for Objection to Use of Protected Materials Remain Applicable.** Nothing in this Protective Order shall be construed as precluding any party from objecting to the use of Protected Materials on grounds other than confidentiality, including the lack of required relevance. Nothing in this Protective Order constitutes a waiver of the right to argue for more disclosure, provided, however, that unless the Commission or a court orders such additional disclosure, all parties will abide by the restrictions imposed by the Protective Order.
30. **Protection of Materials from Unauthorized Disclosure.** All notices, applications, responses or other correspondence shall be made in a manner which protects Protected Materials from unauthorized disclosure.
31. **Return of Copies of Protected Materials and Destruction of Information Derived from Protected Materials.** Following the conclusion of these proceedings, each Reviewing Party must, no later than thirty (30) days following receipt of the notice described below, return to the party asserting confidentiality all copies of the Protected Materials provided by that party pursuant to this Protective Order and all copies reproduced by a Reviewing Party, and counsel for each Reviewing Party must provide to



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the party asserting confidentiality a letter by counsel that, to the best of his or her knowledge, information, and belief, all copies of notes, memoranda, and other documents regarding or derived from the Protected Materials (including copies of Protected Materials) that have not been so returned, if any, have been destroyed, other than notes, memoranda, or other documents which contain information in a form which, if made public, would not cause disclosure of the substance of Protected Materials. As used in this Protective Order, “conclusion of these proceedings” refers to the exhaustion of available appeals, or the running of the time for the making of such appeals, as provided by applicable law. If, following any appeal, the Commission conducts a remand proceeding, then the “conclusion of these proceedings” is extended by the remand to the exhaustion of available appeals of the remand, or the running of the time for making such appeals of the remand, as provided by applicable law. Promptly following the conclusion of these proceedings, counsel for the party asserting confidentiality will send a written notice to all other parties, reminding them of their obligations under this Paragraph. Nothing in this Paragraph shall prohibit counsel for each Reviewing Party from retaining two (2) copies of any filed testimony, brief, application for rehearing, hearing exhibit or other pleading which refers to Protected Materials provided that any such Protected Materials retained by counsel shall remain subject to the provisions of this Protective Order.

32. **Applicability of Other Law.** This Protective Order is subject to the requirements of the Public Information Act, the Open Meetings Act,<sup>3</sup> the Texas Securities Act<sup>4</sup> and any other applicable law, provided that parties subject to those acts will notify the party asserting confidentiality, if possible under those acts, prior to disclosure pursuant to those acts. Such notice shall not be required where the Protected Materials are sought by governmental officials authorized to conduct a criminal or civil investigation that relates to or involves the Protected Materials, and those governmental officials aver in writing that such notice could compromise the investigation and that the governmental entity involved will maintain the confidentiality of the Protected Materials.

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<sup>3</sup> Tex. Gov’t Code Ann. § 551.001-551.146 (West 2012 & Supp. 2016).

<sup>4</sup> Tex. Rev. Civ. Stat. Ann. arts. 581-1 to 581-43 (West 2010 & Supp. 2016).

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33. **Procedures for Release of Information under Order.** If required by order of a governmental or judicial body, the Reviewing Party may release to such body the confidential information required by such order; provided, however, that: (a) the Reviewing Party shall notify the producing party of the order requiring the release of such information within five (5) calendar days of the date the Reviewing Party has notice of the order; (b) the Reviewing Party shall notify the producing party at least five (5) calendar days in advance of the release of the information to allow the producing party to contest any release of the confidential information; and (c) the Reviewing Party shall use its best efforts to prevent such materials from being disclosed to the public. The terms of this Protective Order do not preclude the Reviewing Party from complying with any valid and enforceable order of a state or federal court with competent jurisdiction specifically requiring disclosure of Protected Materials earlier than contemplated herein. The notice specified in this section shall not be required where the Protected Materials are sought by governmental officials authorized to conduct a criminal or civil investigation that relates to or involves the Protected Materials, and those governmental officials aver in writing that such notice could compromise the investigation and that the governmental entity involved will maintain the confidentiality of the Protected Materials.
34. **Best Efforts Defined.** The term “best efforts” as used in the preceding paragraph requires that the Reviewing Party attempt to ensure that disclosure is not made unless such disclosure is pursuant to a final order of a Texas governmental or Texas judicial body, the written opinion of the Texas Attorney General sought in compliance with the Public Information Act, or the request of governmental officials authorized to conduct a criminal or civil investigation that relates to or involves the Protected Materials. The Reviewing Party is not required to delay compliance with a lawful order to disclose such information but is simply required to timely notify the party asserting confidentiality, or its counsel, that it has received a challenge to the confidentiality of the information and that the Reviewing Party will either proceed under the provisions of §552.301 of the Public Information Act, or intends to comply with the final governmental or court order. Provided, however, that no notice is required where the Protected Materials are sought by governmental officials authorized to conduct a criminal or civil investigation that relates to or involves the Protected Materials, and those governmental officials aver in writing

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that such notice could compromise the investigation and that the governmental entity involved will maintain the confidentiality of the Protected Materials.

35. **Notify Defined.** “Notify” for purposes of Paragraphs 32, 33 and 34 means written notice to the party asserting confidentiality at least five (5) calendar days prior to release; including when a Reviewing Party receives a request under the Public Information Act. However, the Commission, OAG, or OPC may provide a copy of Protected Materials to the Open Records Division of the OAG as provided herein.
36. **Requests for Non-Disclosure.** If the producing party asserts that the requested information should not be disclosed at all, or should not be disclosed to certain parties under the protection afforded by this Protective Order, the producing party shall tender the information for in camera review to the presiding officer within ten (10) calendar days of the request. At the same time, the producing party shall file and serve on all parties its argument, including any supporting affidavits, in support of its position of non-disclosure. The burden is on the producing party to establish that the material should not be disclosed. The producing party shall serve a copy of the information under the classification of Highly Sensitive Protected Material to all parties requesting the information that the producing party has not alleged should be prohibited from reviewing the information.

Parties wishing to respond to the producing party’s argument for non-disclosure shall do so within five working days. Responding parties should explain why the information should be disclosed to them, including why disclosure is necessary for a fair adjudication of the case if the material is determined to constitute a trade secret. If the presiding officer finds that the information should be disclosed as Protected Material under the terms of this Protective Order, the presiding officer shall stay the order of disclosure for such period of time as the presiding officer deems necessary to allow the producing party to appeal the ruling to the Commission.

37. **Sanctions Available for Abuse of Designation.** If the presiding officer finds that a producing party unreasonably designated material as Protected Material or as Highly Sensitive Protected Material, or unreasonably attempted to prevent disclosure pursuant to

Paragraph 36, the presiding officer may sanction the producing party pursuant to 16 TAC § 22.161.

38. **Modification of Protective Order.** Each party shall have the right to seek changes in this Protective Order as appropriate from the presiding officer.
39. **Breach of Protective Order.** In the event of a breach of the provisions of this Protective Order, the producing party, if it sustains its burden of proof required to establish the right to injunctive relief, shall be entitled to an injunction against such breach without any requirements to post bond as a condition of such relief. The producing party shall not be relieved of proof of any element required to establish the right to injunctive relief. In addition to injunctive relief, the producing party shall be entitled to pursue any other form of relief to which it is entitled.

**ATTACHMENT A**

**Protective Order Certification**

I certify my understanding that the Protected Materials are provided to me pursuant to the terms and restrictions of the Protective Order in this docket and that I have received a copy of it and have read the Protective Order and agree to be bound by it. I understand that the contents of the Protected Materials, any notes, memoranda, or any other form of information regarding or derived from the Protected Materials shall not be disclosed to anyone other than in accordance with the Protective Order and unless I am an employee of the Commission or OPC shall be used only for the purpose of the proceeding in Docket No. \_\_\_\_\_. I acknowledge that the obligations imposed by this certification are pursuant to such Protective Order. Provided, however, if the information contained in the Protected Materials is obtained from independent public sources, the understanding stated here shall not apply.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Party Represented

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

I certify that I am eligible to have access to Highly Sensitive Protected Material under the terms of the Protective Order in this docket.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Party Represented

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**ATTACHMENT B**

I request to view/copy the following documents:

Document Requested	# of Copies	Non-Confidential	Protected Materials and/or Highly Sensitive Protected Materials

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Party Represented

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

PUC DOCKET NO. \_\_\_\_\_

APPLICATION OF SOUTHWESTERN	§	
ELECTRIC POWER COMPANY FOR	§	
CERTIFICATE OF CONVENIENCE	§	BEFORE THE
AND NECESSITY AUTHORIZATION	§	PUBLIC UTILITY COMMISSION
AND RELATED RELIEF FOR THE	§	
WIND CATCHER ENERGY	§	OF TEXAS
CONNECTION PROJECT	§	

**STATEMENT UNDER SECTION 4 OF THE PROTECTIVE ORDER AND LIST OF  
CONFIDENTIAL/HIGHLY SENSITIVE INFORMATION**

Southwestern Electric Power Company’s (“SWEPCO”) filing package includes proprietary information, commercially or competitively sensitive information, and/or trade secret information, or information whose public disclosure would be contrary to contractual obligations to which SWEPCO is bound. The public disclosure of this information would harm SWEPCO or third parties with whom SWEPCO must maintain an ongoing business relationship. Therefore, this information is protected under the Public Information Act, TEX. GOV’T CODE §§ 552.101, 552.104 and/or 552.110. The following is a list of exhibits that include such information, along with the sponsoring witness, the designation of the information, and applicable legal exemption.

**Confidential and Highly Sensitive Information**

<b>Witness</b>	<b>Exempt Material</b>	<b>Designation</b>	<b>Exempt Under Tex. Gov’t Code</b>
Jay F. Godfrey	Exhibit JFG-2	Highly Sensitive	§§ 552.104, 552.110
Brian D. Weber	Testimony and Exhibit BDW-2	Highly Sensitive	§§ 552.104, 552.110

I certify that I have reviewed the information sufficiently to state in good faith that the information is exempt from public disclosure under the Public Information Act and merits the applicable designation of Highly Sensitive (Highly Sensitive Protected) Materials detailed in the Protective Order accompanying this Application.

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William Coe

Date: July 31, 2017