



Control Number: 35077



Item Number: 1264

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Rayburn Country Electric Cooperative Inc.  
P.O. Box 37, | Rockwall, TX 75087  
950 Sids Rd. | Rockwall, TX 75032  
Phone 469-402-2100  
www.rayburnelectric.com

5/17/2021

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

Re: Project No. 35077 – Rayburn Electric Cooperative’s Informational Filing of ERCOT  
Interconnection Agreement Pursuant to Subst. R. § 25.195(e).

Attached is a First Amendment to ERCOT Standard Generation Interconnection Agreement (the “Agreement”), dated 5/17/2021, between Rayburn Country Electric Cooperative, Inc. (“Rayburn”) and BT Signal Ranch, LLC (“Signal Ranch”) (20INR0208), for filing at the Public Utility Commission pursuant to Substantive Rule 25.195(e). Because the filed Agreement contains updates from the original Interconnection Agreement dated 10/23/2020, Rayburn has prepared this letter explaining the changes and request that it be filed with the aforementioned interconnection agreement. Changes are as follows:

- Exhibit B has been deleted in its entirety and has been replaced.

Should you have any questions concerning this Interconnection Agreement, please contact me at [jedmondson@rayburnelectric.com](mailto:jedmondson@rayburnelectric.com).

Sincerely,

A handwritten signature in black ink, appearing to read "Jennifer Edmondson", with a long horizontal line extending to the right.

Jennifer Edmondson  
General Counsel

1264

**FIRST AMENDMENT  
TO  
ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT**

This **First Amendment to ERCOT Standard Generation Interconnection Agreement** (this “**Amendment**”) is entered into by and between BT Signal Ranch, LLC, a Texas limited liability company (“**Seller**”), and Rayburn Country Electric Cooperative, Inc., a Texas electric cooperative corporation (“**Buyer**”), as of May 17, 2021 (the “**Effective Date**”). Buyer and Seller are each a “**Party**” and are collectively, the “**Parties**.” Capitalized terms used but not defined in this Amendment have the meanings given to them in the Agreement (defined below).

**RECITALS**

A. WHEREAS, Buyer and Seller are parties to the ERCOT Standard Generation Interconnection Agreement dated as of October 23, 2020 (the “**Agreement**”); and

B. WHEREAS, Buyer and Seller desire to revise certain terms of the Agreement, all as further provided in this Amendment.

**AGREEMENT**

NOW, THEREFORE, in consideration of the above Recitals, the mutual promises and covenants hereinafter set forth, and other valuable consideration, receipt of which is hereby confirmed, Buyer and Seller agree as follows:

1. Amendment to Exhibit B of the Agreement. Exhibit B of the Agreement is hereby amended by deleting it in its entirety and replacing it with the Exhibit B attached to this Amendment.
2. Governing Law. This Amendment and the rights and obligations of the Parties hereunder shall be construed in accordance with and be governed by the laws of the State of Texas without giving effect to the conflict of law provisions thereof.
3. Waiver of Jury Trial. EACH PARTY WAIVES TO THE FULLEST EXTENT PERMITTED BY REQUIREMENTS OF LAW ANY RIGHT TO A TRIAL BY JURY IN CONNECTION WITH ANY CLAIM, CAUSE OF ACTION, SUIT OR OTHER PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT, AS AMENDED BY THIS AMENDMENT, OR THE IMPLEMENTATION OF THE AGREEMENT, AS SO AMENDED.
4. Counterpart Originals. This Amendment may be signed in counterparts, each of which shall be deemed an original, but all of which constitute but one agreement. Any counterpart may be delivered by facsimile transmission or by electronic communication in portable document format (.pdf), and the Parties agree that their electronically transmitted signatures shall have the same effect as manually transmitted signatures.
5. Miscellaneous. The Agreement shall remain in full force and effect. In the event of a conflict between the provisions of this Amendment and the Agreement, this Amendment shall

control. This Amendment may not be modified, supplemented or amended except by a written instrument executed by the Parties.

**[Signature Page Follows]**

IN WITNESS WHEREOF, the Parties have executed this Amendment by their authorized representatives as of the Effective Date.

**BUYER:**

**RAYBURN COUNTRY ELECTRIC  
COOPERATIVE, INC.**

DS  
JE

DocuSigned by:  
By: David Naylor  
Name: David Naylor  
Title: President/CEO

**SELLER:**

**BT SIGNAL RANCH, LLC**

By: Adapture Solar Development, LLC,  
its sole member

By: Adapture Renewables, Inc.,  
its sole member

By: Peter Davis  
Name: Peter Davis  
Title: Director of Project Development

## **Exhibit “B” Time Schedule**

Interconnection Option chosen by Generator (check one):  X  Section 4.1.A. or \_\_\_\_\_ Section 4.1.B

If Section 4.1.B is chosen by Generator, the In-Service Date(s) was determined by (check one):  
(1)  N/A  good faith negotiations, or (2)  N/A  designated by Generator upon failure to agree.

Generator previously provided notice to proceed with preliminary engineering and design and will provide security pursuant to the schedule in Exhibit “E”, as specified in Section 4.2.

Generator previously provided notice to proceed with full engineering and design and will provide security pursuant to the schedule in Exhibit “E”, as specified in Section 4.2.

Generator previously provided notice to proceed with procurement and will provide security pursuant to the schedule in Exhibit “E”, as specified in Section 4.2.

Date by which Generator must provide written notice to commence construction and provide security pursuant to the schedule in Exhibit “E”, as specified in Section 4.3, so that TSP may maintain schedule to meet the In-Service Date: November 1, 2021

In-Service Date(s): February 1, 2023

Scheduled Trial Operation Date: February 15, 2023

Scheduled Commercial Operation Date: May 30, 2023

Date by which Generator will provide its proposed protection system design to TSP in accordance with Attachment 3 to Exhibit “C”: June 15, 2022

Date by which Generator will provide its proposed protection system device settings and other information to TSP in accordance with Attachment 3 to Exhibit “C”: December 1, 2022

Date by which Generator will provide its proposed names of its equipment, as referenced in Exhibit “C”, to TSP: June 15, 2022

Date by which TSP must take ownership or possession of the deed or easement(s), in accordance with Exhibit “C”, for property for the TIF, so that TSP may maintain schedule to meet the In- Service Date: March 1, 2022 - (Developer will grant access to property for TSP design and engineering activities beginning January 1, 2022)

Date by which Generator must have removed or relocated any existing Generator or third party underground and aboveground facilities from the property where the Magness Switch will be constructed to a location acceptable to TSP and have caused any existing Generator or third party easements on such property to be terminated, as referenced in Exhibit “C”:

June 1, 2022

Date by which Generator will provide to TSP site drawings showing the proposed routes and locations of all generating units, transmission lines, distribution lines, and roads planned to be constructed by Generator: July 15, 2022

Date by which Generator will provide to TSP an AC distribution voltage point of interconnection, pursuant to Exhibit C: July 15, 2022

Date by which Generator will have in place the communication facilities specified in Exhibit C: December 15, 2022

Date by which Generator must provide an all-weather road acceptable to TSP for TSP's ingress and egress to and from the TIF site, so that TSP may maintain schedule to meet the In-Service Date: June 1, 2022

Date by which Generator will make contact with TSP to select the tap position of Generator's main power transformer(s) pursuant to Exhibit C: December 1, 2022

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