



Filing Receipt

Received - 2022-04-28 02:19:15 PM

Control Number - 35077

ItemNumber - 1410



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

April 27, 2022

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).

To whom it may concern:

Attached is an Interconnection Agreement (the “Agreement”), dated April 25, 2022 between Rayburn Country Electric Cooperative, Inc. (“Rayburn”) and BT Cunningham Storage, LLC (“BT Cunningham”) (22INR0509), for filing at the Public Utility Commission pursuant to Substantive Rule 25.195(e). Because the filed agreement contains slight deviations from the Commission-approved standard generation interconnection agreement (SGIA), Rayburn has prepared this letter explaining the changes and request that it be filed with the aforementioned interconnection agreement.

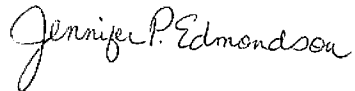
- The fourth paragraph of Exhibit “C” is amended and restated to read:
Number and size of Generating Units:
53 Inverters rated for 4 MVA
196.21 MW (to be limited to 190MW at the Point of Interconnection Location)
The Parties will amend this Exhibit “C” as necessary to reflect any changes Generator makes to the number and size of generating units.”
- The fifth paragraph of Exhibit “C” is amended and restated to read:
Type of Generating Unit: “Sungrow SC4000UD-MV-US Inverters”
- The seventh paragraph of Exhibit “C” is amended and restated to read:
“(Lot) Circuit breaker, 138 kV, 1200 amperes, 40 kA
(Lot) Switch, air break, 138 kV, 1200 amperes, gang operated, 3 phase, with provisions for TSP pad lock
(Lot) CCVT or PT, 79.67 kV, dual secondary windings as required for Generator’s metering and relaying
(Lot) Surge Arrester, 84 kV MCOV
(1 ea.) Supervisory equipment, SCADA RTU
(Lot) Control / Relaying Panel
(Lot) Fault Recording Equipment
(Lot) Metering, Telemetry, and Communications Equipment
(Lot) Associated structures, buswork, conductor, connectors, grounding, conduit, control cable, foundation work, perimeter fencing,

grading/dirt work and any appurtenances necessary for construction and operation of the GIF”

- Attachment 1 to Exhibit “C” is amended and replaced with the diagram attached hereto as Exhibit A.

Should you have any questions concerning this Interconnection Agreement, please contact me at jedmondson@rayburnelectric.com.

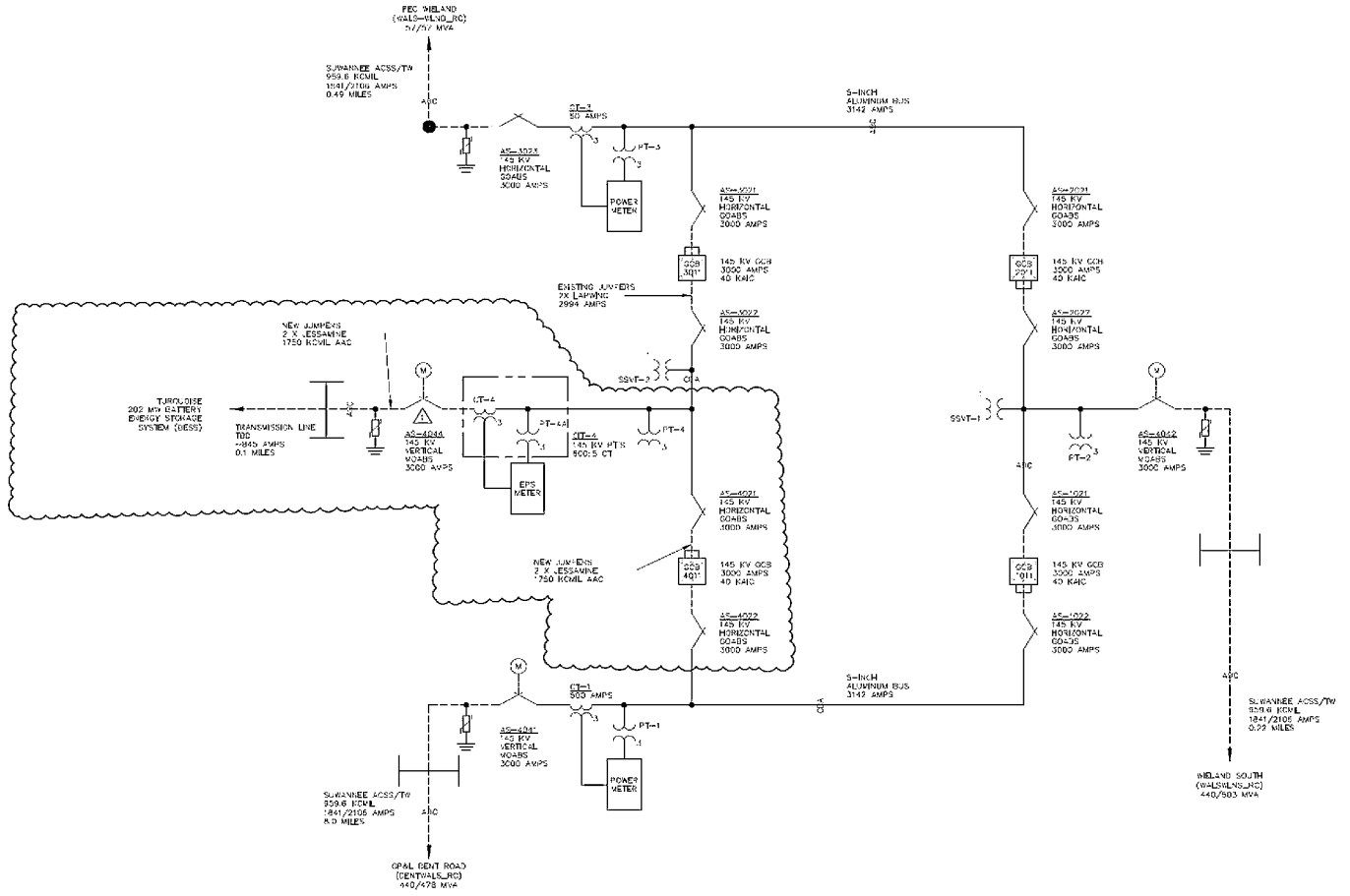
Sincerely,

A handwritten signature in black ink that reads "Jennifer P. Edmondson". The signature is written in a cursive style with a large initial "J".

Jennifer Edmondson
General Counsel

Exhibit A to First Amendment to
ERCOT Standard Interconnection Agreement

Attachment 1 to Exhibit "C"
Wallace Switchyard Expansion



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

This First Amendment to ERCOT Standard Interconnection Agreement (this "Amendment"), dated as of 4/25/22, is made and entered into by and between BT Cunningham Storage, LLC, a Texas limited liability company ("Generator") and Rayburn Country Electric Cooperative, Inc., a Texas nonprofit electric cooperative ("TSP").

RECITALS

WHEREAS, Generator and TSP have entered into that certain ERCOT Standard Generation Interconnection Agreement, dated as of October 22, 2021 (the "Agreement"); and

WHEREAS, Generator and TSP desire to amend the Agreement as further set forth herein.

NOW, THEREFORE, in consideration of the premises and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties intending to be legally bound, hereby agree as follows:

1. Defined Terms. Any capitalized terms used herein, but not defined herein, shall have the meaning ascribed to such term in the Agreement.

2. Amendments to Agreement.

(a) The fourth paragraph of Exhibit "C" to the Agreement" is hereby amended and restated as follows:

"4. Number and size of Generating Units:
53 Inverters rated for 4 MVA
196.21 MW (to be limited to 190MW at the Point of
Interconnection Location)
The Parties will amend this Exhibit "C" as necessary to reflect any
changes Generator makes to the number and size of generating
units."

(b) The fifth paragraph of Exhibit "C" to the Agreement" is hereby amended and restated as follows:

"5. Type of Generating Unit:
"Sungrow SC4000UD-MV-US Inverters"

(c) The seventh paragraph of Exhibit "C" to the Agreement" is hereby amended and restated as follows:

- “(Lot) Circuit breaker, 138 kV, 1200 amperes, 40 kA
- (Lot) Switch, air break, 138 kV, 1200 amperes, gang operated, 3 phase, with provisions for TSP pad lock
- (Lot) CCVT or PT, 79.67 kV, dual secondary windings as required for Generator’s metering and relaying
- (Lot) Surge Arrester, 84 kV MCOV
- (1 ea.) Supervisory equipment, SCADA RTU
- (Lot) Control / Relaying Panel
- (Lot) Fault Recording Equipment
- (Lot) Metering, Telemetry, and Communications Equipment
- (Lot) Associated structures, buswork, conductor, connectors, grounding, conduit, control cable, foundation work, perimeter fencing, grading/dirt work and any appurtenances necessary for construction and operation of the GIF”

(d) Attachment 1 to Exhibit “C” to the Agreement is hereby amended and replaced in its entirety with the diagram attached hereto as Exhibit A.

3. No Other Amendment. In the event that there are any inconsistencies between this Amendment and the Agreement, this Amendment shall control, and any such inconsistency shall be construed in such a way as to give effect to the purposes of this Amendment. Except as expressly herein amended, the Agreement shall remain in full force and effect, with no other amendments, modifications or waivers, and the parties hereto hereby ratify and confirm the terms, provisions and conditions thereof.

4. Governing Law. This Amendment shall be governed in all respects by the internal laws of the State of Texas.

5. No Waiver; References to Agreement. Nothing contained herein shall be deemed to constitute a waiver of compliance with any term or condition contained in the Agreement. The parties herein reserve all rights, privileges and remedies under the Agreement.

6. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in or relating to any document to be signed in connection with this Amendment and the transactions contemplated hereby shall be deemed to include electronic signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

7. Amendments; Successors and Assigns. This Amendment may not be amended in whole or in part, except by an instrument in writing duly executed by all parties. This Amendment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first above written.

**RAYBURN COUNTRY ELECTRIC
COOPERATIVE, INC.**

DS
JE

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

BT CUNNINGHAM STORAGE, LLC

By: HQC Solar Holdings 1, LLC,
a Delaware limited liability company

By: Hanwha Q CELLS USA Corp.,
its sole member and manager

By: [Signature]
Name: Jae Kyu Lee
Title: President

Exhibit A to First Amendment to ERCOT Standard Interconnection Agreement

Attachment 1 to Exhibit "C" Wallace Switchyard Expansion

