



Filing Receipt

Received - 2023-01-20 02:26:58 PM
Control Number - 35077
ItemNumber - 1543



Rayburn Country Electric Cooperative Inc.
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January 20, 2023

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 Second Amendment to ERCOT Standard Interconnection Agreement (the “Agreement”), dated January 20, 2023, between Rayburn Country Electric Cooperative, Inc. (“Rayburn”) and BT Sowers Storage, LLC (“Sowers”) (22INR0552), for filing at the Public Utility Commission pursuant to Substantive Rule 25.195(e). Because the filed Agreement contains updates from the 1st Amendment to ERCOT Standard Generation Interconnection Agreement dated July 18, 2022, Rayburn has prepared this letter explaining the changes and request that it be filed with the aforementioned interconnection agreement.

- Exhibit B – Time Schedule – is deleted in its entirety and replaced with an updated Time Schedule reflecting newly agreed upon deadlines and dates.

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

Sincerely,

A handwritten signature in cursive script that reads 'Jennifer P. Edmondson'.

Jennifer Edmondson
Asst. General Counsel

SECOND AMENDMENT TO ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT

This Second Amendment to ERCOT Standard Interconnection Agreement (this “Amendment”), dated as of January 20, 2023 is made and entered into by and between Sowers Energy 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 April 20, 2022 (the “Agreement”); the First Amendment dated as of July 18, 2022 (the First Amendment); 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) Exhibit “B”, Time Schedule is hereby deleted in its entirety and replaced with Exhibit “B”, attached hereto.

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

SOWERS ENERGY STORAGE LLC

DS
WWD

DocuSigned by:
By: Brian Walls
Name: Brian Walls
Title: Vice President

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.

Date by which Generator must provide notice to proceed with design and procurement and provide security, as specified in Section 4.2, so that TSP may maintain schedule to meet the In-Service Date: **November 30, 2022**

Date by which Generator must provide notice to commence construction and provide security, as specified in Section 4.3, so that TSP may maintain schedule to meet the In-Service Date. **November 30, 2022**

In - Service Date(s): **September 11, 2024**

Scheduled Trial Operation Date: **September 20, 2024**

Scheduled Commercial Operation Date: **December 1, 2024**

Date by which Generator will provide its proposed protection system design to TSP in accordance with Attachment 3 to Exhibit “C”: **March 8, 2024**

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”: **June 7, 2024**

Date by which Generator will provide its proposed names of its equipment, as referenced in Exhibit “C”, to TSP: **January 19, 2024**

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: **January 19, 2024**

Date by which Generator must have removed or relocated any existing Generator or third party underground and aboveground facilities from the property where the **Rosehill Switchyard** 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”: **February 9, 2024**

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: **March 8, 2024**

Date by which Generator will provide to TSP an AC distribution voltage point of interconnection, pursuant to Exhibit C: **March 8, 2024**

Date by which Generator will have in place the communication facilities specified in Exhibit C: **August 2, 2024**

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: **February 9, 2024**

Date by which Generator will provide its planned conceptual design of the Reactive Power Facilities to TSP pursuant to Exhibit C: **July 12, 2024**

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: **July 12, 2024**

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