



## **Filing Receipt**

**Filing Date - 2024-06-19 02:29:15 PM**

**Control Number - 35077**

**Item Number - 1854**



Thomas J. Yamin, P.E.  
Director  
Regulatory Transmission and Planning

June 19, 2024

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

**RE: Subject: Project No. 35077—Oncor Electric Delivery Company's Transmission  
Contract Filing Pursuant to Subst. Rule 25.195(h)**

Find attached the First Amendment to the Standard Generation Interconnection Agreement between Oncor Electric Delivery Company LLC and Three W Solar LLC (25INR0055), dated May 22, 2024, for filing at the Public Utility Commission pursuant to Substantive Rule 25.195(h).

Sincerely,

A handwritten signature in black ink that reads "Thomas J. Yamin". The signature is written in a cursive, flowing style.

Thomas J. Yamin, P.E.  
Director

AMENDMENT NO. 1 TO ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT

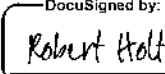
This Amendment No. 1 to the ERCOT Standard Generation Interconnection Agreement dated as of March 28, 2023 (“Agreement”) by and between Oncor Electric Delivery Company LLC (“Transmission Service Provider”), and **Three W Solar LLC** (“Generator”), is made this 22 day of May 2024.

In consideration of the mutual promises and undertakings herein set forth and other good and valuable consideration, the parties hereby agree to amend the Agreement as follows:

- 1. This Amendment shall be effective upon execution by both Parties.
- 2. Exhibit “B” Time Schedule to the Agreement is hereby deleted in its entirety and replaced with the attached Exhibit “B” Time Schedule.
- 3. All references in Exhibit “C” Interconnection Details to Generator providing an AC distribution voltage point of interconnection for Woodbury Switch are hereby deleted. Specifically, Section 7., Generation Interconnection Facilities deletes this line item from the Generator Switchyard Facilities and Section 12. h., Power Supply to Switching Station is deleted.
- 4. Exhibit “E” Security Arrangement Details to the Agreement is hereby deleted in its entirety and replaced with the attached Exhibit “E” Security Arrangement Details.
- 5. Except as provided above, the Agreement will remain in effect in accordance with its terms.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 1 to be signed by their respective duly authorized representatives, in duplicate originals, each of which shall constitute and be an original effective amendment to the Agreement.

ONCOR ELECTRIC DELIVERY COMPANY LLC

By:   
DocuSigned by:  
1A4F398A21AA462...  
Name: Robert Holt  
Title: Director, Transmission Services  
Date: 5/22/2024 | 12:25:34 PM PDT

THREE W SOLAR LLC

By: Nakakomi Ryu  
Name: Ryu Nakakomi  
Title: President and Chief Executive Officer  
Date: May 20, 2024

## **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)        good faith negotiations, or (2)        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: **June 12, 2023**

Date by which Generator must provide notice to commence construction, as specified in Section 4.3, so that TSP may maintain schedule to meet the In-Service Date: **June 4, 2024**

In - Service Date(s): **December 4, 2025**

Scheduled Trial Operation Date: **December 22, 2025**

Scheduled Commercial Operation Date: **June 1, 2026**

Date by which TSP will submit the Metering Design Proposal to ERCOT: **June 12, 2024**

Date by which Generator will provide Information required for sizing the EPS Metering CT's: **September 04, 2024**

Date by which Generator will provide its proposed protection system design to TSP in accordance with Attachment 3 to Exhibit "C": **June 4, 2025**

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": **September 4, 2025**

Date by which Generator will provide its proposed names of its equipment, as referenced in Exhibit "C", to TSP: **April 04, 2025**

Date by which Generator will make contact with TSP to provide a contact for TSP Right of Way coordination: **March 4, 2025**

Date by which Generator will provide preliminary survey exhibits for the deeds/easements/rights of way for **Woodbury Switch** and entrance drives, and the All-Weather Road, pursuant to Exhibit C, so that TSP may maintain schedule to meet the In-Service Date: **October 30, 2024**

Date by which Generator will provide final survey exhibits for the deeds/easements/rights of way for **Woodbury Switch** and entrance drive, the All-Weather Road, pursuant to Exhibit C, so that TSP may maintain schedule to meet the In-Service Date: **December 13, 2024**

Date by which TSP will provide preliminary survey exhibits for the deeds/easements/rights of way for **Woodbury Switch** associated transmission lines, pursuant to Exhibit C, so that TSP may maintain schedule to meet the In-Service Date: **October 30, 2024**

Date by which TSP will provide final survey exhibits for the deeds/easements/rights of way for **Woodbury Switch** associated transmission lines, pursuant to Exhibit C, so that TSP may maintain schedule to meet the In-Service Date: **December 13, 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, Transmission line ROWs and TIF access road so that TSP may maintain schedule to meet the In-Service Date: **March 14, 2025**

Date by which Generator must have removed or relocated any existing Generator or third party underground and aboveground facilities from the property where the **Woodbury 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": **February 14, 2025**

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: **February 04, 2025**

Date by which Generator will provide to TSP the Latitude and Longitude of all solar panel generating units: **June 04, 2025**

Date by which Generator will have in place the communication facilities specified in Exhibit C: **October 21, 2025**

**Generator to notify TSP two weeks prior to beginning site and access road grading and drainage installation.**

Date by which Generator must provide an all-weather road and entrance drives 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 14, 2025**

Date by which Generator will provide its design of the facilities and operating scheme to comply with the reactive power requirements specified in Exhibit C, when the plant is not generating real power into the ERCOT grid: **June 12, 2025**

Date by which Generator will provide its design of the facilities to comply with the unit reactive power requirements specified in Exhibit C, when the plant is generating real power into the ERCOT grid: **June 12, 2025**

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: **June 12, 2025**

Date by which Generator will submit the grading and drainage design for **Woodbury Switch**. All-Weather Road and entrance drive to TSP for review and approval pursuant to Exhibit C: **October 14, 2024**

Date by which Generator will complete the grading and drainage design for **Woodbury Switch**, All-Weather Road and entrance drives pursuant to Exhibit C, so that TSP may maintain schedule to meet the In-Service Date: **December 13, 2024**

Date by which Generator will complete the **Woodbury Switch** grading, All-Weather Road and entrance drives, pursuant to Exhibit C: **February 14, 2025**

Date by which Generator will have the 4-hole pads installed at the Point of Interconnection for TSP's jumper terminations: **October 3, 2025**

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".

## Exhibit "E"

### Security Arrangement Details

Effective on or before **June 4, 2024**, Generator shall cause to be established (the date of such establishment shall be the "Effective Date"), and shall at all times through the earlier of (i) five (5) business days after the date upon which TSP receives written notifications from Generator and ERCOT that Commercial Operation has been achieved or (ii) ninety (90) days after the termination of the Agreement in accordance with its terms (the earlier of which shall be the "Final Expiration Date"), cause to be maintained in full force and effect i) an "Irrevocable Standby Letter of Credit" for the benefit of TSP in a commercially acceptable form consistent with this Exhibit E and otherwise acceptable to TSP and Generator, which acceptance shall not be unreasonably withheld, or ii) a cash deposit, in the amount as set forth below. Generator shall have the right to replace an existing security with another form of security that meets the requirements of this Exhibit E.

"Irrevocable Standby Letter of Credit" shall mean an irrevocable, transferable letter of credit, issued by a Generator-selected and TSP-approved (which approval shall not be unreasonably withheld), major U.S. commercial bank, or a U.S. branch office of a major foreign commercial bank, with a credit rating of at least "A-" by Standard & Poor's and "A3" by Moody's Investor Service ("Bank"). The Irrevocable Standby Letter of Credit shall be transferable, more than one time, in whole but not in part, in favor of any party whom TSP certifies has succeeded to TSP's right, title and interest in and to this Agreement. Should TSP transfer such Irrevocable Standby Letter of Credit as stated above, Generator shall reimburse TSP for any costs it incurs from the Bank associated with such transfers.

If at any time during the term of this Agreement, the Bank suffers a credit rating reduction to less than "A-" by Standard & Poor's or "A3" by Moody's Investor Service, Generator shall replace that Irrevocable Standby Letter of Credit with another Irrevocable Standby Letter of Credit of the same amount and with the same beneficiary from another TSP-approved bank of Generator's choice within fifteen (15) business days of the date of such event. Failure to provide a substitute Irrevocable Standby Letter of Credit within the time period specified above shall be deemed a Default under Section 10.6 of the Agreement, notwithstanding any cure period otherwise provided for in Section 10.6, and TSP may draw upon the Irrevocable Standby Letter of Credit to secure a cash deposit as security under this Agreement.

The Irrevocable Standby Letter of Credit may consist of one or more consecutive terms (each, a "Term"), the first of which shall be effective on or before the Effective Date and the last of which shall expire on the Final Expiration Date; provided, that, the Irrevocable Standby Letter of Credit shall automatically renew from Term to Term without amendment such that there shall be no interruption of surety provided by the Irrevocable Standby Letter of Credit from the Effective Date through the Final Expiration Date.

To the extent that the Bank has the unilateral right not to renew the Irrevocable Standby Letter of Credit for a successive Term, the Bank shall give notice to TSP and Generator in writing by certified mail, return receipt requested or via courier service, of the exercise of its right not to renew the Irrevocable Standby Letter of Credit for a successive Term (an "Expiring Term") not less than ninety (90) days prior to the expiration date of any Expiring Term. Generator hereby agrees that in the event that the Bank gives such notice and Generator does not provide TSP with a substitute Irrevocable Standby Letter of Credit in substantially the same form as the expiring Irrevocable Standby Letter of Credit at least forty-five (45) days prior to the expiration date of any Expiring Term, TSP shall have the right to retain as security the full amount (as specified in the Irrevocable Standby Letter of Credit) of the expiring Irrevocable Standby Letter of Credit. The substitute Irrevocable Standby Letter of Credit shall meet the requirements of this Exhibit E and be otherwise acceptable to TSP and Generator, which acceptance shall not be unreasonably withheld. Failure to provide a substitute Irrevocable Standby Letter of Credit within the time period specified above

shall be deemed a Default under Section 10.6 of the Agreement, notwithstanding any cure period otherwise provided for in Section 10.6, and TSP may draw upon the Irrevocable Standby Letter of Credit to secure a cash deposit as security under this Agreement.

In the event that an Irrevocable Standby Letter of Credit is set to expire on a date prior to the Final Expiration Date and Generator has not provided to TSP a substitute Irrevocable Standby Letter of Credit at least forty-five (45) days in advance of such expiration, TSP shall have the right to retain as security the full amount (as specified in the Irrevocable Standby Letter of Credit) of the expiring Irrevocable Standby Letter of Credit. The substitute Irrevocable Standby Letter of Credit shall meet the requirements of this Exhibit E and be otherwise acceptable to TSP and Generator, which acceptance shall not be unreasonably withheld. Failure to provide a substitute Irrevocable Standby Letter of Credit within the time period specified above shall be deemed a Default under Section 10.6 of the Agreement, notwithstanding any cure period otherwise provided for in Section 10.6, and TSP may draw upon the Irrevocable Standby Letter of Credit to secure a cash deposit as security under this Agreement.

Except to the extent that the Bank has the unilateral right not to renew the Irrevocable Standby Letter of Credit for a successive Term, the Irrevocable Standby Letter of Credit to be issued in connection herewith shall have no provision for termination by the Bank or Generator.

The Irrevocable Standby Letter of Credit and/or cash deposit shall provide surety to TSP on the following effective dates in the amounts set forth below:

<u>Effective Date</u>	<u>Surety Amount</u>
On or before June 4, 2024	\$8,349,717