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

August 29, 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 Third Amendment to the Standard Generation Interconnection Agreement between Oncor Electric Delivery Company LLC and Oystercatcher Solar, LLC (21INR0362), dated July 31, 2024, for filing at the Public Utility Commission pursuant to Substantive Rule 25.195(h).

Sincerely,

A handwritten signature in cursive script that reads "Thomas J. Yamin".

Thomas J. Yamin, P.E.
Director

AMENDMENT NO. 3

**ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT
GINR 21INR0362 – Oystercatcher Solar, LLC
(Oystercatcher Solar)**

This Amendment No. 3 (“Amendment”) to the ERCOT Standard Generation Interconnection Agreement, dated August 20, 2021 (“Agreement”) is made and entered into this 31 day of July, 2024 between Oncor Electric Delivery Company LLC, a Delaware limited liability company (“Transmission Service Provider” or “TSP”) and Oystercatcher Solar, LLC (“Generator”), collectively referred to herein as the “Parties”. In consideration of the mutual promises and undertakings set forth herein, the Parties hereby agree to amend the Agreement as follows:

1. Exhibit “B”, Time Schedule, to the Agreement is deleted in its entirety and replaced with the Exhibit “B”, Time Schedule, attached hereto and made a part hereof.
2. Exhibit “E”, Security Arrangement Details, to the Agreement is deleted in its entirety and replaced with the Exhibit “E”, Security Arrangement Details, attached hereto and made a part hereof.
3. Except as otherwise expressly provided for herein, the Agreement shall continue in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the Parties may cause this Amendment to be executed in several counterparts, each of which shall be deemed an original but all shall constitute one and the same instrument.

ONCOR ELECTRIC DELIVERY COMPANY
LLC

DocuSigned by:
Robert Holt
BY: 1A4F398A21AA462...

NAME: Robert Holt

TITLE: Director, Transmission Services

DATE: 7/31/2024 | 8:37:49 AM PDT

OYSTERCATCHER SOLAR, LLC

Signed by:
Jenna Haverhals
BY: 9E1E7DD1AFA047C...

NAME: Jenna B. Haverhals

TITLE: Co-Manager

DATE: 7/31/2024 | 8:37:11 AM PDT

**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 security under this Agreement in accordance with the Discretionary Service Agreement between the Parties, dated March 1, 2021, as amended on August 18, 2021 ("DSA"): **August 7, 2024**

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 scheduled In-Service Date: **August 7, 2024**

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 scheduled In-Service Date: **May 7, 2025**

In - Service Date(s): **May 7, 2026**

Scheduled Trial Operation Date: **May 17, 2026**

Scheduled Commercial Operation Date: **September 17, 2026**

Date by which TSP will submit the Metering Design Proposal to ERCOT: **November 7, 2025**

Date by which Generator will provide Information required for sizing the EPS Metering CT's: **February 7, 2025**

Date by which Generator will provide its proposed protection system design to TSP in accordance with Attachment 3 to Exhibit "C": **November 7, 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": **February 6, 2026**

Date by which Generator will provide its proposed names of its equipment, as referenced in Exhibit "C", to TSP: **September 8, 2025**

Date by which TSP will secure possession of the easements for the TSP Transmission Line, in accordance with Exhibit "C", so that TSP may maintain schedule to meet the scheduled In-Service Date: **May 7, 2025**

Date by which Generator will provide to TSP site drawings showing locations proposed routes and locations of all generating units, transmission lines, distribution lines, and roads planned to be constructed by Generator, in accordance with Exhibit "C": **July 7, 2025**

Date by which Generator will provide to TSP the Latitude and Longitude of all solar panel generating units, in accordance with Exhibit "C": **November 7, 2025**

Date by which Generator will have in place the communication facilities specified in Exhibit "C": **March 24, 2026**

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: **November 7, 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: **November 7, 2025**

Date by which the Generator will have its Transmission Line constructed to TSP's dead-end structure adjacent to the Generator Switchyard and ready for the TSP jumper connections pursuant to Exhibit "C": **March 6, 2026**

Date by which the Generator will have the Generator breaker(s), system protective equipment (including fiber termination and testing), and any equipment necessary for station to station relaying and SCADA communications installed and ready for acceptance and functional trip testing with TSP to ensure proper functioning: **April 7, 2026**

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 **August 7, 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 notification from Generator 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 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, in the amount as set forth below. "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 shall provide surety to TSP by the dates in the cumulative amounts set forth in the following schedule:

<u>Effective Date</u>	<u>Surety Amount</u>
On or before August 7, 2024	\$15,277,419.00
On or before May 7, 2025	\$30,423,485.00

In accordance with Exhibit A, paragraph (p), Transfer of Security, under the “Supplemental Terms & Conditions” of the DSA, upon provision of an Irrevocable Standby Letter of Credit in accordance with this Agreement on or before **August 7, 2024** in the amount of **15,277,419.00**, the amounts securitized under the DSA will thenceforth be included in the surety under this Agreement and Generator will be deemed to have satisfied all of Generator’s financial security obligations under the DSA and be released from its financial security obligations thereunder. Also, upon provision of the Irrevocable Standby Letter of Credit specified in this paragraph, all of Generator’s payment obligations under the DSA shall be deemed to have been transferred to and become a part of Generator’s payment obligations under this Agreement, without any further action by the Parties.