

Filing Receipt

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September 26, 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 Second Amendment to the Standard Generation Interconnection Agreement between Oncor Electric Delivery Company LLC and Old Settler Wind, LLC (16INR0037b), dated August 27, 2024, for filing at the Public Utility Commission pursuant to Substantive Rule 25.195(h).

Oncor Electric Delivery has redacted electricity usage information which contains CEII information.

Sincerely,

Thomas J. Yamin, P.E.

Thomas of Famin

Director

ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT

Old Settler Wind

GINR 16INR0037b

Amendment No. 2

AMENDMENT NO. 2

ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT GIR 16INR0037b - OLD SETTLER WIND

This Amendment No. 2 ("Amendment") to the ERCOT Standard Generation Interconnection Agreement dated August 3, 2015, as amended, ("Agreement") is made and entered into the 27th day of August 2024, between Oncor Electric Delivery Company LLC ("Transmission Service Provider", or "TSP") and Old Settler Wind, LLC ("Generator"), both hereinafter referred to as the "Parties." In consideration of the mutual promises and undertakings herein set forth, the Parties hereby agree to amend the Agreement as follows:

WHEREAS, the Generator notified TSP of a change in the design of the GIF as contemplated in the Original Agreement and whereby Generator will directly connect with a third-party's electrical load at the Plant;

WHEREAS, third-party's electrical load plans to phase in an in-service period commencing in the second quarter of 2025;

WHEREAS, such change in the design of the GIF requires the TSP to submit a revised EPS Metering Design Proposal to ERCOT and the Generator to submit a revised Resource Asset Registration Form ("RARF");

WHEREAS, TSP has performed the necessary interconnection studies for the requested load addition, and no additional facilities or changes to the existing system protection schemes were identified as necessary to accommodate the large load project; and

THEREFORE, in consideration of the mutual promises and undertakings herein set forth, the Parties hereby agree to amend the Agreement as follows:

- 1. This Amendment shall only be effective upon the completion of the Large Load addition, notice of which shall be provided by Generator to TSP.
- 2. ARTICLE 10. MISCELLANEOUS to the Agreement is hereby supplemented with the following language:
 - 10.22 Representations and Restrictions on Certain Foreign Ownership and Affiliation. Generator represents and warrants that it does not meet any of the ownership, control, or headquarters criteria listed in Lone Star Infrastructure Protection Act, Chapter 113 of the Texas Business & Commerce Code, as added by Act of June 18, 2021, 87th Leg., R.S., Ch. 975 (S.B. 2116) (relating to China, Iran, North Korea, Russia, and any other country designated by the Texas governor as a threat to critical infrastructure).

3. Exhibit "B" attached to the Agreement, Time Schedule of the ERCOT Standard Generation Interconnection Agreement will be supplemented with the following Large Load Section.

Large Load:

Expected In - Service Date(s):

50 MW - May 2025

100 MW - June 2025

150 MW - July 2025

200 MW - August 2025

200 MW – September 2025

200 MW - 2026

200 MW - 2027

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".

- 4. Items 4, and 5 of Exhibit "C" attached to the Agreement specify the number, size, and type of wind turbine generators existing prior to the Large Load as follows. These wind turbine generators were installed under the original Generator Interconnection request GIR No. 16INR0037 and 16INR0037a. Items 4 and 5 of Exhibit "C" attached to the Agreement will be replaced with the following:
 - 4. Number and size of Generating Units:

Old Settler (16INR0037b): 63 units @ 2.4 MW/unit – 150 MW at the generator terminals

Cotton Plains (16INR0037): 21 units @ 2.4 MW/unit – 50 MW at the generator terminals

Item 4-a is added to Exhibit "C" attached to the Agreement to specify Load as follows:

4-a.	Large Load Retail Customer loc		ins/Old Settler
	Generation Station. Load servi	ng reeders connect to the GII	F 34.5-kV bus
	(the "Load Facilities").	•	
	Load:		

The Load Facilities will be connected to the Generator's Substation. The Load Facilities will not have a physical point of interconnection with TSP's facilities. (See attached One-Line Diagram in Attachment 1 to this Exhibit "C".)

- Type of Generating Unit:
 General Electric 2.4MW 107m Wind Turbine Generator
- 5. Item 12 of Exhibit "C" attached to the Agreement is hereby added as follows:
 - 12. Supplemental Terms and Conditions:
 - a) The Parties understand and agree that the Generator is not a TSP or a Transmission Distribution Service Provider for the Load Facilities.
 - b) The Parties understand and agree that the TSP is not the Transmission Distribution Service Provider for the Load Facilities. TSP reserves the right to disconnect the TSP's Interconnection Facilities ("TIF") from the GIF if, during ERCOT Energy Emergency Alert conditions, the TSP identifies operation of the Load Facilities as inconsistent with an Energy Emergency Alert order issued by the ISO, ERCOT. This item addresses situations other than transmission constraints or impairments caused by continuation of transmission service to the GIF; it is to account for issues when there may not be any issue providing transmission service to the generator but when the behind-the-meter load is behaving in a way that could cause reliability concerns or other issues.
 - c) <u>Agreement.</u> The Generator will continue to own, to operate, and to maintain the GIF.
 - d) Voltage, Frequency and Reactive Support:
 - a. Generator shall have and maintain the reactive capability as required in the ERCOT Requirements.
 - b. Generator shall be able to remain online during voltage disturbances up to the time periods and associated voltage levels set forth in the ERCOT requirements for Voltage Ride Through ("VRT") capability.
 - c. The Generator shall be equipped with both frequency and voltage controls and shall be operated in synchronism with the TSP's system with such controls in service as required in the ERCOT Requirements. Generator shall notify the TSP at any such time that such controls are out of service as required in the ERCOT Requirements.

- 6. Attachment 1 to Exhibit "C", One Line Diagram White River 345 kV Switch attached to this Amendment is hereby added to the Agreement in lieu thereof.
- 7. Exhibit "D" attached to the Agreement, Notice and Electronic Funds Transfer Information of the ERCOT Standard Generation Interconnection Agreement will be supplemented with the following Section (e).
 - (e) Large Load Retail Customer Information:

Company Name: Satoshi Energy Attn: Brock Petersen, COO

Address: 1980 Post Oak Blvd, Suite 100, Houston, TX 77056

Phone: (832) 390-0436

E-mail: development@satoshienergy.com

- 8. Exhibit "E" attached to the Agreement is deleted in its entirety and replaced with the Exhibit "E" attached hereto and made a part hereof.
- 9. Except as provided above, the Agreement will remain in effect in accordance with its terms.

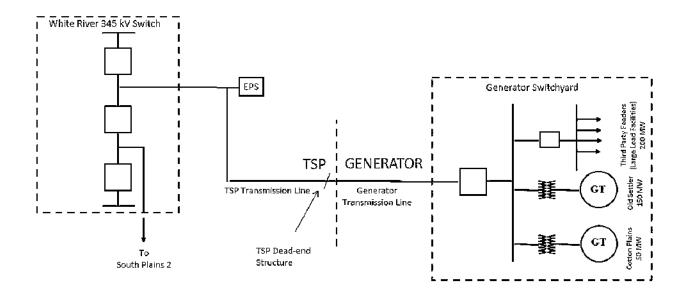
IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed in several counterparts, each of which shall be deemed an original but all shall constitute one and the same instrument.

ONCOR ELECTRIC DELIVERY COMPANY LLC Docusioned by:	OLD SETTLER WIND, LLC
By:Robert Holt	By: Cotton Plains Holdings, LLC, Its Managing Member
Name: Robert Holt	By: Cotton Plains Holdings II, LLC, Its Managing Member
Title: <u>Director, Transmission Services</u>	By: Cotton Plains Holdings 2A, LLC, Its Managing Member
Date:8/27/2024 6:07:25 PM PDT	By: Cotton Plains Holdings III, LLC, Its Managing Member
	By: Northleaf Cotton Plains, LLC, Its Managing Member
	By: DocuSigned by:

Name:	Kaushik Ramakrishnan
Title: _	Manager
Date: _	8/16/2024
By; Name:	DocuSigned by: Officer Lagarniere
Title: _ Date:	Managing Officer 8/16/2024

Attachment 1 to Exhibit "C"

ONE LINE DIAGRAM WHITE RIVER SWITCH



<u>NOTE</u>. This one-line diagram is for illustration only and thall not be used for purposes of design construction or operations.

Exhibit "E" Security Arrangement Details

The TSP acknowledges that no material modifications to the TIF are needed to accommodate: i) the Generator's Plant upgrades pursuant to 16INR0037 and 16INR0037b, or ii) the Generator's interconnection to the Load Facilities as detailed in this Agreement. As a result, a security instrument is not required for the TIF. In addition, Generator acknowledges that TSP, as of the date of this Agreement, has returned or otherwise released any security instrument previously held by TSP pursuant to the Original Agreement or any predecessors thereto.