



Filing Receipt

Filing Date - 2024-12-13 02:12:14 PM

Control Number - 35077

Item Number - 2015



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

December 13, 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 Delilah Solar Energy LLC (Delilah Solar 1) (22INR0202), dated December 11, 2024, for filing at the Public Utility Commission pursuant to Substantive Rule 25.195(h).

Oncor Electric Delivery has redacted certain station location information, which contains CELL, located in Exhibit B and certain station equipment information located in Exhibit C.

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. 2

ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT
GIR 22INR0202- Delilah Solar Energy LLC
(Delilah Solar 1)

This Amendment No. 2 ("Amendment") is made and entered into this 11 day of December, 2024 by and between Oncor Electric Delivery Company LLC, a Delaware limited liability company ("Transmission Service Provider" or "TSP") and Delilah Solar Energy LLC, ("Generator"), collectively referred to herein as the "Parties".

WHEREAS, the Parties entered into that certain ERCOT Standard Generation Interconnection Agreement, dated December 22, 2020, as amended by that certain Amendment No. 1 dated November 2, 2023 (as amended, the "Agreement"); and

WHEREAS, the Parties now desire to further amend the Agreement.

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

1. Article 1 of Exhibit "A" of the Agreement is hereby deleted in its entirety and replaced with **Attachment 1** attached hereto and made a part hereof.
2. Exhibit "B" of the Agreement is hereby deleted in its entirety and replaced with **Attachment 2** attached hereto and made a part hereof.
3. The second page of Attachment 1 to Exhibit "C" of the Agreement is deleted in its entirety and replaced with **Attachment 3** attached hereto and made a part hereof.
4. Exhibit "E" of the Agreement is deleted in its entirety and replaced with **Attachment 4** attached hereto and made a part hereof.
5. 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

DELILAH SOLAR ENERGY LLC

DocuSigned by:
BY: Robert Holt
1A4F308A21AA462...

BY: Daniel Krueger

NAME: Robert Holt

NAME: Daniel Krueger

TITLE: Director, Transmission Services

TITLE: President

DATE: 12/11/2024 | 10:01:55 AM PST

DATE: 12/9/2024

Attachment 1

**Exhibit "A"
Terms and Conditions of the ERCOT
Standard Generation Interconnection Agreement**

ARTICLE 1. DEFINITIONS

Capitalized terms shall have the meanings as set forth below, except as otherwise specified in the Agreement:

- 1.1 "CCN" shall mean a Certificate of Convenience and Necessity issued by the PUCT.
- 1.2 "Commercial Operation" shall mean the date on which Generator declares that the construction of the Plant has been substantially completed, Trial Operation of the Plant has been completed, and the Plant is ready for dispatch.
- 1.3 "Control Area" shall have the meaning ascribed thereto in PUCT Rule 25.5(19) or its successor.
- 1.4 "Co-Tenant Agreement" shall mean the Delilah Solar Energy II LLC Agreement (Delilah Solar 2).
- 1.5 "Co-Tenant Generator(s)": The "Co-Tenant Generators" shall mean Generator and Delilah Solar Energy II LLC, collectively; the "Co-Tenant Generator" shall mean Delilah Solar Energy II LLC.
- 1.6 "Co-Tenant Switchyard Facilities" shall be the GIF switchyard facilities owned jointly by the Co-Tenant Generators, as described in Exhibit "C".
- 1.7 "Co-Tenant Transmission Line(s)" shall be the GIF transmission line(s) owned jointly by the Co-Tenant Generators, as described in Exhibit "C".
- 1.8 "Delilah Solar Energy II LLC" shall mean Delilah Solar Energy II LLC and its permitted successors and assigns.
- 1.9 "Delilah Solar Energy II LLC Agreement" shall mean that certain ERCOT Standard Generation Interconnection Agreement (Delilah Solar 2) between TSP and Delilah Solar Energy II LLC, executed concurrently with the execution of this Agreement, as the same may be amended from time to time.
- 1.10 "ERCOT" shall mean the Electric Reliability Council of Texas, Inc.
- 1.11 "ERCOT Requirements" means the ERCOT Operating Guides, ERCOT Generation Interconnection Procedures as well as any other documents adopted by ERCOT relating to the interconnection and operation of generators and transmission systems in ERCOT as amended from time to time, and any successors thereto. Any requirement in the foregoing documents imposed upon generation entities or generation facilities shall become the responsibility of the Generator, and any requirements imposed on transmission providers or transmission facilities shall become the responsibility of the TSP.
- 1.12 "Facilities Study" shall have the meaning as described in PUCT Rule 25.198(d) or its successor.
- 1.13 "Facilities Study Agreement" shall mean an agreement executed by the Parties relating to the performance of the Facilities Study.

1.14 “GIF” shall mean Co-Tenant Switchyard Facilities, Co-Tenant Transmission Line(s), and Generator Switchyard, as described in Exhibit “C”.

1.15 “Good Utility Practice” shall have the meaning described in PUCT Rule 25.5(56) or its successor.

1.16 “Governmental Authority(ies)” shall mean any federal, state, local or municipal body having jurisdiction over a Party.

1.17 “In-Service Date” shall be the date, as reflected in Exhibit “B”, that the TIF will be ready to connect to the GIF.

1.18 “Plant” shall mean the electric generation facility owned and operated by the Generator, as specified in Exhibit “C”.

1.19 “Point of Interconnection” shall mean the location(s) where the GIF connects to the TIF as negotiated and defined by the Parties and as shown on Exhibit “C” of this Agreement.

1.20 “PUCT” shall mean the Public Utility Commission of Texas.

1.21 “PUCT Rules” shall mean the Substantive Rules of the PUCT.

1.22 “Reasonable Efforts” shall mean the use of Good Utility Practice and the exercise of due diligence (pursuant to PUCT Rule 25.191(d)(3)).

1.23 “System Protection Equipment” shall mean those facilities located within the TIF and the GIF as described in Section 5.6 and Exhibit “C”.

1.24 “System Security Study” shall have the meaning as described in PUCT Rule 25.198(c) or its successor.

1.25 “TCOS” shall mean the TSP’s transmission cost of service as allowed by the applicable Governmental Authority.

1.26 “TIF” shall mean the TSP’s interconnection facilities as described in Exhibit “C” to this Agreement.

1.27 “Trial Operation” shall mean the process by which the Generator is engaged in on-site test operations and commissioning of the Plant prior to Commercial Operation.

1.28 “TSP” shall mean the Transmission Service Provider.

1.29 “TSP System” shall mean the electric transmission facilities, including the TIF, and all associated equipment and facilities owned and/or operated by the TSP.

Attachment 2

**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 and the Co-Tenant Generator agreed to provide notice to proceed with design and procurement and provided security in accordance with that certain Discretionary Service Agreement dated 1/28/2020, so that TSP could maintain schedule to meet the In-Service Date: **2/3/2020**

Date by which Generator and the Co-Tenant Generator agreed to provide notice to proceed with design and procurement and provide security, as specified in Section 4.2, so that TSP could maintain schedule to meet the In-Service Date: **Effective date of this Agreement**

Date by which Generator and the Co-Tenant Generator agreed to provide notice to commence construction and provide security, as specified in Section 4.3, so that TSP could maintain schedule to meet the In-Service Date: **Effective date of this Agreement**

In - Service Date(s): **07/11/2023**

Scheduled Trial Operation Date: **03/23/2024**

Scheduled Commercial Operation Date: **12/31/2025**

Date by which TSP agreed to submit the Metering Design Proposal to ERCOT: **4/14/2021**

Date by which Generator agreed to provide its proposed protection system design to TSP in accordance with Attachment 3 to Exhibit "C": **2/15/2021**

Date by which Generator agreed to provide its proposed protection system device settings and other information to TSP in accordance with Attachment 3 to Exhibit "C": **8/13/2021**

Date by which Generator agreed to provide its proposed names of its equipment, as referenced in Exhibit "C", to TSP: **2/15/2021**

Date by which the Co-Tenant Generators agreed to convey ownership or possession of the deed or easement(s), in accordance with Exhibit "C", for property for the TIF, so that TSP could maintain schedule to meet the In-Service Date: **10/30/2020**

Date by which the Co-Tenant Generators agreed to remove or relocate any existing Generator or third party underground and aboveground facilities from the property where the Thorn Tree Switch was constructed to a location acceptable to TSP and cause any existing Generator or third party easements on such property to be terminated, as referenced in Exhibit "C": **10/30/2020**

Date by which Generator agreed to provide to TSP site drawings showing the proposed routes and locations of all generating units, transmission lines, distribution lines, and roads constructed by Generator: **4/16/2021**

Date by which Generator agreed to provide to TSP the Latitude and Longitude of all solar panel generating units: **4/16/2021**

Date by which Generator agreed to have in place the communication facilities specified in Exhibit C: **9/3/2021**

Date by which the Co-Tenant Generators agreed to submit any improvements to [REDACTED] to TSP for review and approval pursuant to Exhibit C, so that TSP could maintain schedule to meet the In-Service Date: **9/11/2020**

Date by which the Co-Tenant Generators and/or County agreed to complete any improvements to [REDACTED] acceptable to TSP for TSP's ingress and egress to and from the TIF site, so that TSP could maintain schedule to meet the In-Service Date: **10/30/2020**

Date by which the Co-Tenant Generators agreed to submit the grading and drainage design for the All-Weather Road to TSP for review and approval pursuant to Exhibit C, so that TSP could maintain schedule to meet the In-Service Date: **9/11/2020**

Date by which the Co-Tenant Generators agreed to complete the grading and drainage design for the All-Weather Road pursuant to Exhibit C, so that TSP could maintain schedule to meet the In-Service Date: **10/30/2020**

Date by which the Co-Tenant Generators agreed to complete the construction of the all-weather road acceptable to TSP for TSP's ingress and egress to and from the TIF site, so that TSP could maintain schedule to meet the In-Service Date: **10/30/2020**

Date by which Generator agreed to 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: **4/14/2021**

Date by which Generator agreed to make contact with TSP to select the tap position of Generator's main power transformer(s) pursuant to Exhibit C: **4/14/2021**

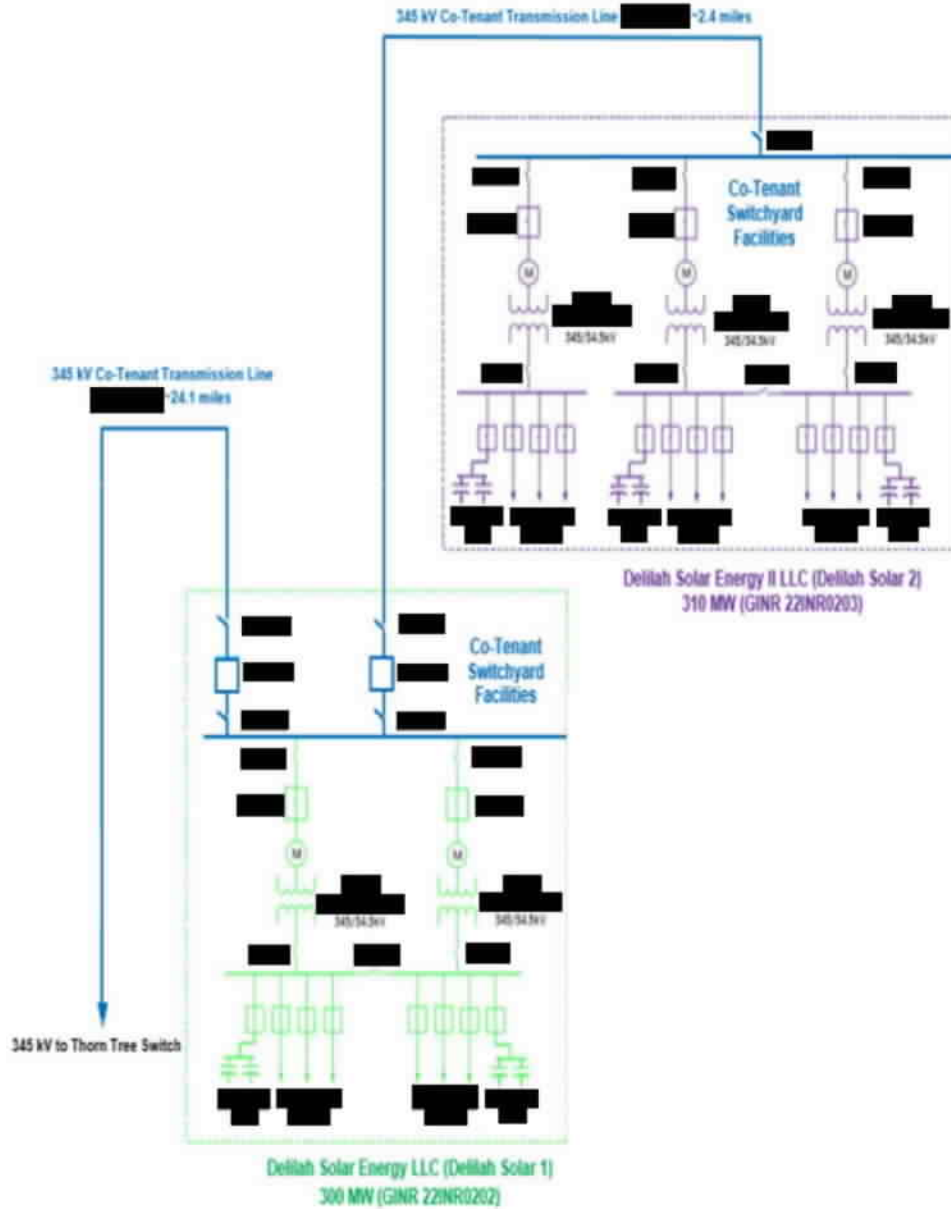
Date by which the Co-Tenant Generators agreed to have the Co-Tenant Southern Dead-end Structure installed at the Point of Interconnection for the Co-Tenant Generators' jumper terminations at TSP's 4 hole pads: **3/5/2021**

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".

Attachment 3

**Attachment 1 to Exhibit "C"
Page 2 of 2**

**ONE LINE DIAGRAM
CO-TENANT GENERATORS INTERCONNECTION FACILITIES**



Note: This one-line diagram is for illustration only and shall not be used for purposes of design, construction or operations.

Attachment 4

Exhibit "E" Security Arrangement Details

Effective on or before the effective date of the Agreement, the Co-Tenant Generators, together with Samson Solar Energy LLC (GINR 211NR0221), Samson Solar Energy II LLC (GINR 211NR0490), and Samson Solar Energy III LLC (GINR 211NR0491), agreed to 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 has received written notifications of Commercial Operation of at least 600 MW of generation as specified below and TSP has verified such Commercial Operation, or (ii) ninety (90) days after the termination of this Agreement, the Co-Tenant Agreement, and the ERCOT Standard Generation Interconnection Agreements between TSP and each of Samson Solar Energy LLC (GINR 211NR0221), Samson Solar Energy II LLC (GINR 211NR0490), and Samson Solar Energy III LLC (GINR 211NR0491), respectively, in accordance with their 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 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 cause that Irrevocable Standby Letter of Credit to be replaced 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 (or the applicable applicant under the Irrevocable Standby Letter of Credit) 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 cause a substitute Irrevocable Standby Letter of Credit in substantially the same form as the expiring Irrevocable Standby Letter of Credit to be provided to TSP 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 caused a substitute Irrevocable Standby Letter of Credit to be provided to TSP 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 as of the Effective Date in the amount of \$18,531,218.

Surety required under this Agreement will be reduced as follows: Surety will be reduced to \$9,265,609 when a total of 300 MW of generation has achieved Commercial Operation and to \$0.00 when a total of 600 MW of generation has achieved Commercial Operation, collectively, under this Agreement, the Co-Tenant Agreement and the ERCOT Standard Generation Interconnection Agreements between TSP and each of Samson Solar Energy LLC (GINR 211NR0221), Samson Solar Energy II LLC (GINR 211NR0490), and Samson Solar Energy III LLC (GINR 211NR0491), respectively, and TSP has verified such Commercial Operation.