



## **Filing Receipt**

**Filing Date - 2025-01-08 02:29:40 PM**

**Control Number - 35077**

**Item Number - 2038**



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

January 8, 2025

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 Bug Tussle Wind, LLC (23INR0441), dated December 15, 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**

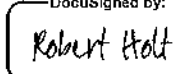
**ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT  
GIR 23INR0441– Bug Tussle Wind, LLC  
(Bug Tussle Wind)**

This Amendment No. 1 (“Amendment”) to the ERCOT Standard Generation Interconnection Agreement, dated July 10, 2024 (“Agreement”) is made and entered into this 15 day of December, 2024 between Oncor Electric Delivery Company LLC, a Delaware limited liability company (“Transmission Service Provider” or “TSP”) and Bug Tussle Wind, 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

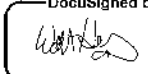
DocuSigned by:  
  
BY: \_\_\_\_\_  
1A4F388A21AA462...

NAME: Robert Holt

TITLE: Director, Transmission Services

DATE: 12/15/2024 | 9:10:48 AM PST

BUG TUSSLE WIND LLC

DocuSigned by:  
  
BY: \_\_\_\_\_  
B287A7DC86714BB...

NAME: Walter Homaday

TITLE: President

DATE: 12/15/2024 | 6:18:55 AM PST

**Exhibit "B"**  
**Time Schedule**

Interconnection Option chosen by Generator (check one):  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 construction, and provide security, as specified in Section 4.2 and 4.3, so that TSP may maintain schedule to meet the In-Service Date: **May 1, 2025**

In - Service Date(s): **April 15, 2027**

Scheduled Trial Operation Date: **April 25, 2027**

Scheduled Commercial Operation Date: **August 23, 2027**

Date by which TSP will submit the Metering Design Proposal to ERCOT: **October 15, 2026**

Date by which Generator will provide Information required for sizing the EPS Metering CT's: **January 12, 2026**

Date by which Generator will make contact with TSP to provide a contact for TSP Right of Way coordination: **April 17, 2026**

Date by which Generator will provide its proposed protection system design to TSP in accordance with Attachment 3 to Exhibit "C": **October 12, 2026**

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 10, 2027**

Date by which Generator will make contact with TSP to communicate land conveyance type (deed or easement) and provide a contact for TSP Right of Way coordination: **July 1, 2025**

If Generator intends to convey the station land to Oncor in fee title, Generator must acquire the land from the third-party landowner at least four (4) months prior to the date TSP must take ownership or possession of the deed as required below and provide a copy of the recorded deed to the TSP Right of Way Project Manager: **April 15, 2026**

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: **August 14, 2026**

Date by which Generator must have removed or relocated any existing Generator or third party underground and aboveground facilities from the property where the Beetle 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": **July 14, 2026**

Date by which Generator will provide its proposed names of its equipment, as referenced in Exhibit "C", to TSP: **August 14, 2026**

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: **June 15, 2026**

Date by which Generator will provide to TSP the Latitude and Longitude of all wind turbine generating units: **October 15, 2026**

Date by which Generator will have in place the communication facilities specified in Exhibit C: **March 12, 2027**

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: **March 13, 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: **October 12, 2026**

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: **October 12, 2026**

Date by which Generator will submit the grading and drainage design for the All-Weather Road to TSP for review and approval pursuant to Exhibit C: **October 3, 2025**

Date by which Generator will complete the grading and drainage design the All-Weather Road pursuant to Exhibit C, so that TSP may maintain schedule to meet the In-Service Date: **December 5, 2025**

**Generator to notify TSP four weeks prior to beginning the All-weather access road grading and drainage installation.**

Date by which Generator will complete the All-Weather Road, and provide access for Oncor inspection, pursuant to Exhibit C: **March 13, 2026**

Date by which TSP will provide preliminary survey exhibits for the deeds/easements for Beetle Switch, Transmission Line ROWs, associated entrance drives, and the All-Weather Road, pursuant to Exhibit C, so that TSP may maintain schedule to meet the In-Service Date: **January 13, 2026**

Date by which TSP will provide final survey exhibits for the deeds/easements for Beetle Switch associated entrance drives, and the All-Weather Road, pursuant to Exhibit C, so that TSP may maintain schedule to meet the In-Service Date: **February 13, 2026**

Date by which Generator will have its Transmission Line strain insulator 4 hole pads installed at the Point of Interconnection for TSP's Transmission Line jumper terminations: **February 15, 2027**

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: **March 15, 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".

**Exhibit "E"**  
**Security Arrangement Details**

Effective on or before **May 1, 2025**, 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 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 on the following effective dates in the amounts set forth below:

<u>Effective Date</u>	<u>Surety Amount</u>
<b>On or before May 1, 2025</b>	<b>\$22,859,889</b>