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

April 24, 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 Second Amendment to the Standard Generation Interconnection Agreement between Oncor Electric Delivery Company LLC and Sybert Branch Solar LLC (24INR0070), dated April 9, 2025, for filing at the Public Utility Commission pursuant to Substantive Rule 25.195(h).

Oncor Electric Delivery has redacted certain station location information located in Exhibit B.

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 TO
ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT
SYPERT BRANCH SOLAR PROJECT- GINR 24INR0070**

This Amendment No. 2 ("Amendment") to the ERCOT Standard Generation Interconnection Agreement by and between Oncor Electric Delivery Company LLC ("Transmission Service Provider" or "TSP") and Sybert Branch Solar LLC ("Generator"), dated October 12, 2023 ("Agreement") is made and entered into this 9 day of April, 2025 between Transmission Service Provider and Generator, each hereinafter sometimes referred to individually as a "Party" or both referred to collectively as the "Parties."

In consideration of the mutual promises and undertaking 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" to the Agreement is hereby deleted and replaced with the Exhibit "B" attached hereto and made a part hereof.
3. Exhibit "E" to the Agreement is hereby deleted and replaced with the Exhibit "E" attached hereto and made a part hereof.
4. 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 have caused this Amendment No. 2 to be signed by their respective duly authorized representatives

ONCOR ELECTRIC DELIVERY COMPANY
LLC

SYPERT BRANCH SOLAR LLC

DocuSigned by:
BY: Robert Holt
1A4F386A21AA462...
Signature

DocuSigned by:
BY: Benjamin Lindermeier
D62F6D52172B470...
Signature

NAME: Robert Holt

NAME: Benjamin Lindermeier

TITLE: Director, Transmission Services

TITLE: VP, Development

DATE: 4/9/2025 | 9:33:16 AM PDT

DATE: 4/9/2025 | 4:11:02 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 notice to proceed with design and procurement and construction and provide security, as specified in Section 4.2 and Section 4.3, so that TSP may maintain schedule to meet the In-Service Date: **October 13, 2023**

In - Service Date(s): **November 20, 2025**

Scheduled Trial Operation Date: **December 10, 2025**

Scheduled Commercial Operation Date: **January 31, 2026**

Date by which TSP will submit the Metering Design Proposal to ERCOT: **May 20, 2025**

Date by which Generator provided Information required for sizing the EPS Metering CT's including complete One Line Diagrams of Generation Station: **August 20, 2024**

Date by which Generator will provide its proposed protection system design to TSP in accordance with Attachment 3 to Exhibit “C”: **May 20, 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 20, 2025**

Date by which Generator provided its proposed names of its equipment, as referenced in Exhibit “C”, to TSP: **January 27, 2025**

Date by which TSP must take ownership or possession of the deed or easement(s), in accordance with Exhibit “C”, for property for Badger Switch and the associated transmission line, so that TSP may maintain schedule to meet the In-Service Date: **October 23, 2024**

Date by which Generator must have removed or relocated any existing Generator or third party underground and aboveground facilities from the property where the Badger Switch and the associated transmission line 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”: **September 23, 2024**

Date by which Generator provided 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, in accordance with Exhibit “C”: **March 31, 2025**

Date by which Generator will provide to TSP the Latitude and Longitude and a KMZ showing all solar panel generating units, in accordance with Exhibit "C": **May 9, 2025**

Date by which Generator made contact with TSP to provide a contact for TSP Right of Way coordination: **March 21, 2024**

Date by which Generator provided preliminary exhibits for the deeds/easements/rights of way for Badger Switch Station, and All-Weather Road and access drives pursuant to Exhibit C, so that TSP may maintain schedule to meet the In-Service Date: **July 15, 2024**

Date by which Generator provided final exhibits for the deeds/easements/rights of way for Badger Switch Station, and All-Weather Road pursuant to Exhibit C, so that TSP may maintain schedule to meet the In-Service Date: **August 27, 2024**

Date by which TSP provided preliminary exhibits for the deeds/easements/rights of way for Badger Switch Station associated transmission lines, pursuant to Exhibit C, so that TSP may maintain schedule to meet the In-Service Date: **April 26, 2024**

Date by which TSP provided final exhibits for the deeds/easements/rights of way for Badger Switch Station associated transmission lines, pursuant to Exhibit C, so that TSP may maintain schedule to meet the In-Service Date: **August 27, 2024**

Date by which Generator will have in place the communication facilities specified in Exhibit C: **September 26, 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: **May 20, 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: **May 20, 2025**

Date by which Generator submitted to TSP the proposed designs for the grading and drainage for Badger Switch and associated All-Weather Road and access drives, and the improvements to [REDACTED] for review and approval pursuant to Exhibit C: **July 19, 2024**

Date by which Generator completed the grading and drainage design and receive TSP approval of the final designs for the grading and drainage for Badger Switch and associated All-Weather Road and access drives, and the improvements to [REDACTED] pursuant to Exhibit C, so that TSP may maintain schedule to meet the In-Service Date: **September 9, 2024**

Generator to alert TSP two weeks prior to beginning site and All-Weather Road and access road grading and drainage installation.

Date by which Generator completed the Badger Switch grading and access drives, and entrance drives from TSP Station to [REDACTED] and provide access for TSP inspection, pursuant to Exhibit C: **October 4, 2024**

Date by which the Generator completed (or cause County or railroad owner to complete) improvements, if necessary, to [REDACTED] at the railroad crossing between the Badger Switch access drive location to [REDACTED], to make it suitable as a permanent, all weather access to the station site, pursuant to Exhibit C: **October 4, 2024**

Date by which Generator will have the 4 hole pads connected to Generator's bus at the Point of Interconnection for TSP's jumper terminations: **September 15, 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

Whereas, effective on or before **April 4, 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”, or a cash deposit, 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, Co-Tenant Generators 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 or a cash deposit within fifteen (15) business days of the date of such event. Failure to provide a substitute Irrevocable Standby Letter of Credit or a cash deposit 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 or a cash deposit 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 or a cash deposit 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 or a cash deposit 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 or a cash deposit 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 or cash deposit shall provide surety to TSP on the following effective date in the amount set forth below:

<u>Effective Date</u>	<u>Surety Amount</u>
As of October 13, 2023	\$ 17, 321,587.00
On or before April 4, 2025	\$ 19, 053,745.00