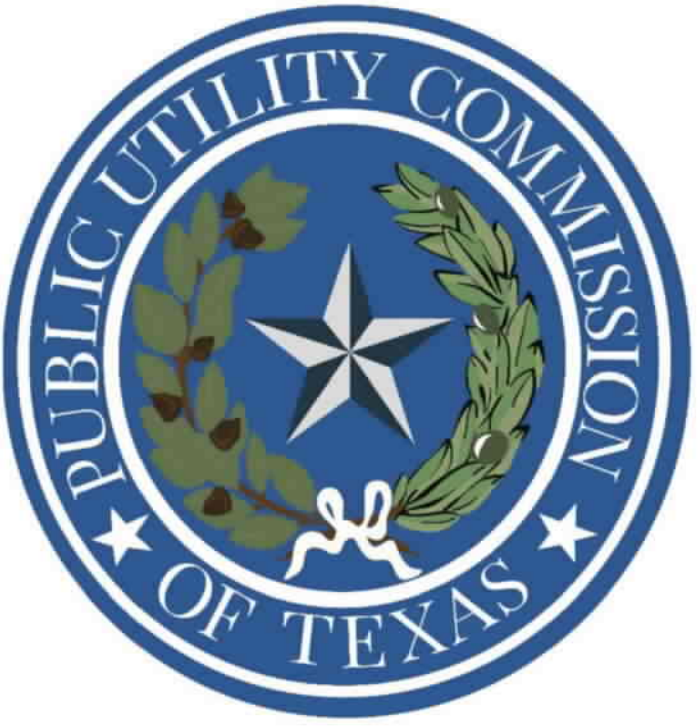

Filing Receipt

Filing Date - 2024-07-30 04:42:44 PM

Control Number - 35077

Item Number - 1881

AMENDMENT NO. 1
TO THE ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT BETWEEN
DOGFISH ESS ASSETS, LLC AND
TEXAS-NEW MEXICO POWER COMPANY

This Amendment No. 1 to the ERCOT Standard Generation Interconnection Agreement (the "Agreement") is entered into by and between DOGFISH ESS ASSETS, LLC ("Dogfish") and Texas-New Mexico Power Company ("TNMP") to be effective as of July 30th, 2024 (the "Effective Date"). Dogfish and TNMP are each sometimes hereinafter referred to individually as "Party" or both referred to collectively as "Parties."

WITNESSETH

WHEREAS, Dogfish and TNMP are parties to that certain ERCOT Standard Generation Interconnection Agreement, dated as of 06/01/2023 (the "SGIA"); and

WHEREAS, the Parties desire to amend the SGIA to revise Exhibit B and C.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants set forth herein, the Parties agree as follows:

I. CAPITALIZED TERMS

Capitalized terms used but not otherwise defined herein shall have the meanings specified in the SGIA, as amended, and supplemented by this Amendment.

II. ADDITIONS AND AMENDMENTS

Effective as of the Effective Date, Exhibit B and C of the SGIA is hereby amended and superseded by the replacement of the existing Exhibit B and C with the revised Exhibit B and C attached hereto.

III. RATIFICATION OF OTHER TERMS

All other terms and conditions of the SGIA, which are not specifically amended by this Amendment, shall remain unchanged, and are hereby ratified by the Parties, and shall continue to be in full force and effect.

[The remainder of this page is intentionally left blank.]

EXECUTED to be effective as of the Effective Date.

DOGFISH ESS ASSETS, LLC

By: Jay R. Troger (Jul 31, 2024 06:44 EDT)

Name: Jay R. Troger

Title: Vice President

EXECUTED to be effective as of the Effective Date.

TEXAS-NEW MEXICO POWER COMPANY

By: DocuSigned by: Neal Walker

Name: Neal Walker

Title: President

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, procurement and construction and provide security, as specified in Section 4.2, so that TSP may maintain schedule to meet the In-Service Date: **06/01/2023**

Date by which Generator must provide in form and substance acceptable to TSP all necessary rights-of-way, easements and other and real property rights for the TIF as required to be provided by Generator pursuant to Paragraph 8, Exhibit "C" below (such rights-of-way, easements and other real property rights for the TIF, in form and substance acceptable to TSP, are collectively referred to herein as the "ROW"): **March 1, 2024**

In-Service Date(s): **10/31/2024**

Scheduled Trial Operation Date: **01/01/2025**

Scheduled Commercial Operation Date: **04/16/2025**

The Parties may mutually agree to change the dates and times of this Exhibit B.

In the event that the Generator does not provide any notice to proceed, security, and/or the ROW by the date(s) required above, then each of the following shall occur: (i) the In-Service Date(s), the Scheduled Trial Operation Date and the Scheduled Commercial Operation Date shall each be extended on a day-for-day basis or such longer period of time, as reasonably determined by the TSP, required as a result of the delay; and (ii) if the TSP reasonably determines that the costs of planning, licensing, procuring equipment and materials, and/or constructing the TIF has increased or will increase as a result of the delay, then the TSP may request that the Generator provide additional Performance Assurance to the TSP in the amount of the estimated increase in costs, and the Generator shall provide such additional requested Performance Assurance, as set forth in Exhibit "E"; and (iii) if Generator fails to cure same after notice from TSP and failure to cure same within 90 days from such notice, a Default of the Generator under Section 10.6 of this Agreement shall be deemed to have occurred, notwithstanding any cure period otherwise provided for in Section 10.6, and the TSP may exercise all rights and remedies.

With respect to easements and rights-of-way across, under, above and through land that is not owned by Generator that TSP determines is required for the installation, construction, operation, maintenance, replacement and removal of the TIF, TSP will use commercially reasonable efforts to obtain an easement and right-of-way from the owner of such land, in the name of TSP and in form and substance acceptable to TSP (such rights-of-way, easements and other real property rights for the TIF, in form and substance acceptable to TSP, are collectively referred to herein as

the "Third Party ROW"). Generator acknowledges and agrees that TSP will not commence construction of the TIF until after TSP has received the Third Party ROW, and that the project schedule and dates established in Exhibit "B" are based on the assumption that TSP will obtain the Third Party ROW. However, the process and time required for obtaining the Third Party ROW is subject to many factors outside the reasonable control of TSP, and this process may take longer than anticipated. In the event that the process of obtaining the Third Party ROW is not completed by **March 1, 2024** then the In-Service Date(s), the Scheduled Trial Operation Date and the Scheduled Commercial Operation Date shall each be extended on a day-for-day basis or such longer period of time, as reasonably determined by TSP, required as a result of the delay.

For the avoidance of doubt, the above does not set forth the only circumstances under which the In-Service Date(s), the Scheduled Trial Operation Date and the Scheduled Commercial Operation Date may be extended or additional Performance Assurance may be required.

Exhibit "C"
Interconnection Details

1) Name: Dogfish Energy Storage Plant("Plant")

2) Point of Interconnection Location:
3) TSP system side of Plant's terminating structure inside Generator's GIFSUB, located at approximately 30°55'3.79"N, 102°51'10.93"W in Pecos County, Texas.

4) Delivery Voltage: 138kV

5) Number and Size of Generating Units:
The Plant is a Battery Energy Storage System ("BESS") facility with one Point of Interconnection. The maximum rating will be 75 MW at the Point of Interconnection. The Plant consists of thirty-nine (39) Nidec P/N ES151K9W69UMO1C0NN 2.34MVA inverters.

6) Type of Generating Units:
39 Nidec P/N ES151K9W69UMO1C0NN Bi-directional inverters rated at 2.34 MVA each.

7) Metering Equipment:
TSP shall, in accordance with ERCOT Requirements, PUCT Substantive Rules, and Good Utility Practice, install, own, operate, test, calibrate, and maintain ERCOT-polled Settlement meter ("EPS"), 138 kV instrument transformers and associated wiring required for measuring the output of the Plant's generation and auxiliary electrical load at TSP's planned STONE ROAD SWITCHING STATION. The 138 kV metering instrument transformers for the EPS metering shall be procured by TSP and owned, maintained, and replaced by TSP.
TSP shall also, in accordance with ERCOT Requirements, PUCT Substantive Rules, and Good Utility Practice, install, own, operate, test, calibrate, and maintain one set of Wholesale Storage Load EPS metering for measuring the output of the Plant's generation and wholesale storage load, which shall include an EPS meter, 34.5 kV instrument transformers and associated wiring. The 34.5 kV metering instrument transformers for the EPS metering shall be procured by TSP and owned, maintained, and replaced by TSP. Generator and TSP shall coordinate design, access requirements, and other matters as reasonably necessary to accommodate installation, operation, and maintenance of the Wholesale Storage Load EPS metering, which shall be located at the Plant.

8) Generator Interconnection Facilities:
A) Generator shall furnish, operate, and maintain a complete generation facility capable of generating the Planned Capacity, including, but not limited to, all generators, generator step-up transformers, protective devices, and other transformers and associated foundations, the terminating structures, all relays necessary for the

protection, synchronization and coordination of the generators, generator auxiliary equipment and the disconnect switches and foundations at the Point of Interconnection.

B) The generation unit(s) shall meet all voltage and reactive requirements as outlined in the ERCOT Protocol, ERCOT Operating Guides and other binding documents.

C) Generator shall furnish, own and maintain the connection from Plant's equipment to Plant's terminating structure at the Point of Interconnection, including phase conductors, static conductors, structure(s), tower fittings, suspension insulators, terminating clamps and line conductor terminal fittings.

D) Generator shall provide the foundations, terminating structures and disconnecting devices at the Point of Interconnection. Generator shall design and install the Plant's terminating structure(s), and disconnecting devices in accordance with TSP's conductor loading requirements.

E) Generator shall connect its generating Plant ground mat to TSP's transmission tower static wires at the Plant's terminating structures. Static wire(s) shall be bonded directly to the generating plant's ground mat via use of dedicated grounding conductor(s) of adequate ampacity to establish main electrical bond(s).

F) Electrical characteristics of Plant's Generator Interconnection Facilities shall be in accordance with the most recent version of TSP's "Facility Interconnection Requirements" attached as Exhibit "F" and in particular, the section pertaining to "Generation".

G) Generator shall provide a disconnect switch located on Generator's terminating structure(s) for connection to TSP's System.

H) Generator shall provide NEMA four-hole pads on Plant's POI for connection to NEMA four-hole pads on TSP's connecting conductors.

I) Generator shall grant to TSP all necessary land rights, in a form acceptable to and drafted by TSP for the overhead span into the POI.

J) Generator shall own all protective relays, instrument transformers, instrumentation, and control equipment physically located on Plant side of the Points of Interconnection.

9) Transmission Service Provider Interconnection Facilities:

A) TSP will provide a 138 kV transmission line from the Point of Interconnection to TSP's STONE ROAD SWITCHING STATION and one metered line terminal position within TSP's STONE ROAD SWITCHING STATION, which facilities consist of steel structures, poles, conductors, breakers, switches instrument transformers and associated protection, control and metering equipment and communication for the transmission line. TSP's STONE ROAD SWITCHING STATION will be approximately located at the following coordinates: (30.918324, -102.850537).

B) TSP shall complete its entire scope of work on the STONE ROAD SWITCHING STATION (except for Punch List Items) including, but not limited to, bus works, supports, structures, circuit breakers, disconnect switches, relays, and other equipment necessary for protection and coordination, controls, and wiring all as necessary to provide an interconnection between Plant's generation facilities and

TSP's System; energize the same, and interconnect with Plant, all as provided herein.

1) Punch List Items are defined as those non-material items of work that remain to be performed in order to ensure full compliance with this Agreement. Punch List Items do not include any items of work, alone or in the aggregate, non-completion of which
(i) prevents the STONE ROAD SWITCHING STATION from being used for its intended purposes as described in this Agreement or in accordance with applicable laws; (ii) prevents the STONE ROAD SWITCHING STATION from being legally, safely, and reliably placed in commercial operation; or (iii) in the exercise of reasonable engineering judgment could have an adverse effect on the operation, efficiency, or reliability of the STONE ROAD SWITCHING STATION, or its ability to transmit the Plant's power to the ERCOT grid.

C) TSP shall furnish, own, and maintain the connection from TSP's equipment to Plant's terminating structure(s) at the Point of Interconnection, including phase conductors, static conductors, structures, tower fittings, suspension insulators, terminating clamps and line conductor terminal fittings with NEMA standard four-hole flat pads for attachment to the NEMA four-hole pads on Plant's disconnecting device.

D) TSP shall furnish, own, and maintain the connection from STONE ROAD SWITCHING STATION to TSP's transmission system.

E) TSP shall develop and install transmission improvements that it determines, in its sole discretion, are foreseeable and reasonably necessary to safely, reliably, and economically integrate the Plant into the TSP System. TSP MAKES NO PROMISE, REPRESENTATION, OR WARRANTY AS TO WHETHER THE TSP SYSTEM WILL BE FREE OF CONSTRAINTS AT ANY TIME, INCLUDING BUT NOT LIMITED TO TIMES WHEN THE TRANSMISSION IMPROVEMENTS UNDER THIS AGREEMENT ARE BEING MADE OR AFTER THEIR COMPLETION.

F) Generator shall convey and grant to TSP, at no cost to TSP, an easement and right-of-way, in form and substance acceptable to TSP, as TSP determines is required for the installation, construction, operation, maintenance, replacement and removal of the TIF.

10) Communications Facilities:

Generator shall be responsible for providing communication circuits, including, but not limited to, any managed network and hardware maintenance expenses for communication facilities used by Generator at the GIF. For all circuits used by the TSP and that terminate at the TIF, the TSP shall be responsible for ordering, owning, managing, reporting trouble and coordinating corrective action with TSP privately-owned or leased communication services provider. TSP may use other ERCOT-approved modern digital cellular or wireline communication technology services in place of an analog business telephone line for remote EPS meter access and/or voice communications.

11) System Protection Equipment:

A) Generator shall provide relays, circuit breakers, and other devices necessary to promptly remove fault contributions of the generation equipment to any short circuits on the TSP System as required by ERCOT Requirements and Good Utility Practice. Such protective equipment shall consist of, at a minimum, a switch or disconnecting device with the appropriate interrupting capability to be located at the Plant switchyard. In addition to faults inside the Plant and GIF, the Generator is responsible, to the extent required by ERCOT Requirements and Good Utility Practice, for protection of such facilities from such conditions as negative sequence currents, over and under frequency events, sudden load rejection, over or under voltage, Generator loss of field, inadvertent energization (reverse power) and un-cleared transmission system faults.

B) Generator shall provide two sets of protective relaying accuracy (C800) current transformers on Generator's 138 kV circuit breakers associated with the protective relaying between Plant and the STONE ROAD SWITCHING STATION. Each set of current transformers will provide signals to independent sets of primary and backup protective relays for the interconnecting lead between the GIF and the STONE ROAD SWITCHING STATION. The current transformer ratio will be approved by the TSP relay protection engineer and reflected on the Generator'sdrawings.

C) The Plant and GIF shall have protective relaying that is consistent with relaying criteria described in the ERCOT Requirements and North American Electric Reliability Corporation standards. If requested by the TSP, Generator shall provide corrections or additions to existing control and equipment required to protect the transmission system, provided such corrections or additions are required by ERCOT Requirements and Good Utility Practice.

D) Prior to modifying any relay protection system design or relay setting involving the connection between the Plant and the TSP System, Generator shall submit the proposed changes to TSP for review and approval. TSP review and approval shall be for the limited purpose of determining whether the proposed changes are compatible with the TSP transmission system so as to not affect the ERCOT system and shall not be unreasonably withheld or delayed.

E) In accordance with Good Utility and Practice, the TSP shall determine requirements for protection of the Point of Interconnection and the zone of protection around the Point of Interconnection and shall specify and implement protection and control schemes as necessary to meet such requirements. Generator shall have the right to review and comment on such protection requirements and such comments shall not be unreasonably refused when determining such requirements. The TSP and Generator shall work together to coordinate the relay system protection between GIF and the TSP transmission system so as to not affect the ERCOT system. Relaying may require updating from time to time, and the Parties will be responsible to update, at their costs, the relay enhancements consistent with Good Utility Practice.

F) The fiber optic communication cables between the STONE ROAD SWITCHING STATION control house and the GIFSUB control house will have approximately 60 strands of single mode fiber optic cable to be utilized at 1300 nm wavelength for communication of protection data and telemetry.

12) Telemetry Requirements:

Real-time and other data and electrical parameters will be communicated from the TSP and GIF to ERCOT for communication to the other party via ERCOT ICCP

13) Supplemental Terms and Conditions:

Practices for Parallel Generation

In addition to installing any specified protective devices for disconnection from the power system, Generator must install and maintain equipment to monitor and verify the proper interconnected operation (both transient and steady state) for expected power system disturbances.

If any generating unit at the Plant is an induction machine or if an inverter system is being considered for the Plant, Generator shall consult with TSP during the planning and design process and provide additional information if requested by TSP.

General Operating and Design Requirements

TSP's nominal transmission voltage is 138 kV.

Generator shall change its facilities or equipment as may be reasonably required by TSP to meet future changes in the TSP System. Generator shall be given reasonable notice by TSP prior to the date that any such required change in the GIF must be made.

The Parties shall develop and execute operating procedures to facilitate the coordination and energization of the GIF. The Parties will reasonably cooperate in properly synchronizing the Plant with the TSP System. Generator shall provide to TSP for review the most current specifications, control drawings and one-line diagrams for the GIF and any associated equipment. TSP will review and provide comments at its discretion on those portions of the drawings and diagrams that affect the TSP System. Any changes required by TSP shall be made prior to final issue of drawings and Generator shall provide TSP with final copies of the revised drawings. TSP's review of and comment on Generator's specifications, control drawings or one-line diagrams shall not be construed as confirming, warranting, or endorsing any design, plans, equipment choice, nor the safety, durability, suitability, or reliability of the Plant, GIF, or other equipment.

Generator shall not energize or de-energized TIF circuits, unless under direction of the TSP.

The Generator step up transformer shall be a grounded wye on 138 kV side, a grounded wye on 34.5k kV side, with a delta tertiary.

The Plant shall not cause objectionable interference with the electric service provided to other customers by the TSP nor jeopardize the security of the ERCOT power system. In order to minimize objectionable interference of the Plant, the Plant shall meet the following criteria:

a) Voltage - The Plant shall not cause excessive voltage excursions. Generator shall operate its Plant in such manner that the voltage levels on the TSP System are in the same range as if the

Plant was not connected to the TSP System. Generator shall provide an automatic method of disconnecting its Plant and GIF from the TIF to protect against excessive voltage excursions.

b) Flicker - The Plant shall not cause excessive voltage flicker on the TSP System. Flicker is to be measured at the Point of Interconnection and shall not exceed 1.5% or the Borderline of Visibility Curve Voltage Flicker Chart of ANSI/IEEE Standard 141-1993, whichever is less.

c) Frequency - The operating frequency of the Plant shall not deviate from the frequency of the TSP System. Plant under-frequency relays shall be set the same as TSP's under-frequency relays, so that the Plant will not separate from the TSP System during under-frequency conditions until all of TSP's under-frequency load shedding equipment has operated.

d) Harmonics, Telephone Interference and Carrier Interference - The Plant shall not introduce excessive distortion of the TSP System waveforms, voltage and current, telephone interference, or carrier interference at the Point of Interconnection. IEEE Standard 519 shall be used as a guide.

e) Fault and Line Clearing - The Plant and GIF shall be disconnected from the TSP System on occurrence of an outage or fault on the TIF serving the Plant radially. Generator is responsible for the electrical stability of its Plant and providing adequate GIF so that critical fault clearing times are met.

f) Power Factor - The power factor of the Plant will be +/- 0.95.

Plant shall have "ride-through" capability for significant system voltage disturbances.

Generator shall maintain an automatic voltage regulator in service and operable at all times. If the automatic voltage regulator is removed from service for maintenance or repair, Generator shall notify TSP in advance.

g) Governor System - The Plant governor shall be able to respond to interconnection frequency deviations.

It is the sole responsibility of Generator to protect its Plant and GIF from excessive negative sequence currents.

Generator is solely responsible for the protection of its Plant from automatic reclosing by TSP. When TSP's source breakers trip and isolate the Plant, Generator shall use Reasonable Efforts to ensure that its generation is disconnected from the Point of Interconnection prior to automatic reclosure by TSP.

Generator may not commence parallel operation of the Plant until consent has been given by TSP. TSP reserves the right to inspect the GIF and witness testing of any equipment or devices associated with the Point of Interconnection.

Generator shall maintain an operating log at the Plant, which at a minimum will indicate changes

in operating status (available or unavailable) of the GIF, maintenance outages, trip indications or other unusual conditions found upon inspection.

Safety

Generator personnel and their invitees and agents are to be fully aware of the existence and location of TSP's transmission, substation and distribution facilities. Generator personnel and their invitees and agents shall be knowledgeable of the risks of conducting activities in the vicinity of such facilities and be knowledgeable of the procedures and precautions necessary to minimize such risks. This includes, but is not limited to, those set for in the OSHA regulations, National Electric Safety Code (NESC, ANSI C2-1990), National Electrical Code (NEC), and Sections 754.001 *et. seq.* of the Texas Health and Safety Code.

Miscellaneous

To the extent that any payment made by Generator to TSP pursuant to Sections 2.2 and 8.3 of Exhibit "A" is taxable income for federal income tax purposes, as determined by TSP, such payment may be increased by an adder, as determined by TSP in accordance with its normal practices, to cover the effects of Generator's payment on TSP's tax liability.

The Parties acknowledge and agree that the interconnection studies were performed, and the TIF was designed, on the basis of the Plant generating the Planned Capacity. Generator agrees that it will operate the Plant such that the Plant does not generate electrical energy in excess of the Planned Capacity; provided, however, that with the prior written consent of TSP, Generator may operate the Plant to generate more electrical energy than the Planned Capacity to the extent consented to by TSP.

For energy that is not Wholesale Storage Load the TSP considers the energy and power that the Plant and GIF may from time to time consume from the transmission grid through the Point of Interconnection to be a retail transaction and as such, the TSP will not be the provider of this retail service. Generator shall make necessary arrangements with an appropriate retail supplier for the energy and power that the Plant and GIF may consume from the transmission grid through the Point of Interconnection.

1) Special Operating Conditions, if any, attached:

2) The difference between the estimated cost of the TIF under 4.1.A ($_____) and the estimated cost of the TIF under 4.1.B ($_____) is: _____, if applicable.