



Filing Receipt

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Item Number - 1905



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

August 21, 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 First Amendment to the Standard Generation Interconnection Agreement between Oncor Electric Delivery Company LLC and Black Mountain Energy Storage II (Bufflehead BESS) (24INR0274), dated July 24, 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

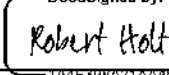
AMENDMENT NO. 1
ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT
GIR 24INR0274– Black Mountain Energy Storage II (Bufflehead Bess)

This Amendment No. 1 (“Amendment”) to the ERCOT Standard Generation Interconnection Agreement, dated April 10, 2024, between Oncor Electric Delivery Company LLC, a Delaware limited liability company (“Transmission Service Provider” or “TSP”) and Black Mountain Energy Storage II (“Generator”) (“Agreement”) is made and entered into this 24th day of July, 2024 between TSP and Generator, collectively referred to hereinafter as the Parties. In consideration of the mutual promises and undertakings herein set forth, the Parties hereby agree to amend the Agreement as follows:

- 1. The Exhibit “B” to the Agreement is deleted in its entirety and replaced with the Exhibit B attached hereto and made a part hereof.
- 2. Exhibit “E” to the Agreement is deleted in its entirety and replaced with the Exhibit E 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

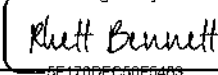
BY: 
1A4F308A21AA462...

NAME: Robert Holt

TITLE: Sr. Director, Transmission Services

DATE: 7/24/2024 | 5:24:11 PM PDT

Black Mountain Energy Storage II

BY: 
5F170DFC50F0403...

NAME: Rhett Bennett

TITLE: CEO

DATE: 7/24/2024 | 4:31:30 PM CDT

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 provide security, as specified in Section 4.2, so that TSP may maintain schedule to meet the In-Service Date: **August 7, 2024**

Date by which Generator must provide notice to commence construction and provide security, as specified in Section 4.3, so that TSP may maintain schedule to meet the In-Service Date: **May 7, 2025**

In - Service Date(s): **May 7, 2026**

Scheduled Trial Operation Date: **May 18, 2026**

Scheduled Commercial Operation Date: **July 6, 2026**

Date by which TSP will submit the Metering Design Proposal to ERCOT: **November 7, 2025**

Date by which Generator will provide Information required for sizing EPS and WSL EPS Metering CT's: **January 3, 2025**

Date by which TSP will provide to Generator information for the WSL EPS Metering typical layout and installation details including CT and PT outlines: **March 10, 2025**

Date by which Generator will provide to TSP complete One Line Diagrams to show in detail the BESS System from the Point of Interconnection and EPS WSL Metering Point through the batteries to ground: **June 9, 2025**

Date by which Generator will provide drawings showing in detail the proposed location and installation of TSP's WSL EPS Metering equipment: **July 9, 2025**

Date by which TSP will provide the Generator the WSL EPS Metering instrument transformers for installation in Generator Collector Station: **January 9, 2026**

Date by which Generator will complete the installation of WSL EPS Metering instrument transformers for TSP termination and testing: **February 9, 2026**

Date by which Generator will make contact with TSP to provide a contact for TSP Right of Way coordination: **February 9, 2026**

Date by which Generator will provide preliminary survey for the easements/rights of way for the EPS WSL instrument transformers, metering cabinet, communication cabinet and potential antenna mast located in the Generator Switchyard pursuant to Exhibit C, so that TSP may maintain schedule to meet the In-Service Date: **July 7, 2025**

Date by which Generator will provide final survey for the easements/rights of way for the EPS WSL instrument transformers, metering cabinet, communication cabinet and potential antenna located in the Generator Switchyard pursuant to Exhibit C, so that TSP may maintain schedule to meet the In-Service Date: **August 7, 2025**

Date by which TSP must take ownership or possession of the deed or easement(s), in accordance with Exhibit "C", for property for the WSL infrastructure, so that TSP may maintain schedule to meet the In-Service Date: **December 7, 2025**

Date by which Generator will provide its proposed protection system design to TSP in accordance with Attachment 3 to Exhibit "C": **November 7, 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": **March 7, 2026**

Date by which Generator will provide its proposed names of its equipment, as referenced in Exhibit "C", to TSP: **August 11, 2025**

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 9, 2025**

Date by which Generator will have in place the communication facilities specified in Exhibit C: **February 20, 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 neither charging nor discharging: **November 7, 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 either charging or discharging: **November 7, 2025**

Date by which the Generator will have installed the Generator Transmission Line from Generator's dead-end structure located in the Generator Switchyard to the TSP POI Dead-End Structure located within the Lavon Switch property, including strain insulator 4-hole pads, ready for TSP's jumper terminations: **March 6, 2026**

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: **April 7, 2026**

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 **August 7, 2024** 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 notification from Generator 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 amounts 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 an

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 dates and in the cumulative amounts set forth in the following schedule:

<u>Effective Date</u>	<u>Surety Amount</u>
On or before August 07, 2024	\$4,059,963
On or before May 07, 2025	\$9,202,582