



Filing Receipt

Filing Date - 2024-08-23 02:48:37 PM

Control Number - 35077

Item Number - 1909



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

August 23, 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 Limewood Bell Renewables LLC (Limewood Solar and Limewood Storage) (23INR0249 and 23INR0248), dated July 26, 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 TO
ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT
LIMEWOOD BELL RENEWABLES LLC – GINR 23INR0249 and 23INR0248
Limewood Solar and Limewood Storage**

This Amendment No. 1 (“Amendment”) to the ERCOT Standard Generation Interconnection Agreement by and between Oncor Electric Delivery Company LLC (“Transmission Service Provider” or “TSP”) and Limewood Bell Renewables LLC (“Generator”), dated February 22, 2023 (“Agreement”) is made and entered into this 26 day of July, 2024 between Transmission Service Provider and Generator, each hereinafter sometimes referred to individually as a “Party” or both referred to collectively as the “Parties.”

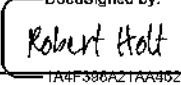
In consideration of the mutual promises and undertaking herein set forth and other good and valuable consideration, the Parties hereby agree to amend the Agreement as follows:

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 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.

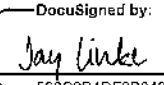
IN WITNESS WHEREOF, the Parties have caused this Amendment No. 1 to be signed by their respective duly authorized representatives

ONCOR ELECTRIC DELIVERY COMPANY
LLC

LIMEWOOD BELL RENEWABLES LLC

BY: 

Signature

BY: 

Signature

NAME: Robert Holt

NAME: Jay Linke

TITLE: Director, Transmission Services

TITLE: VP, Project Development

DATE: 7/26/2024 | 6:38:31 AM PDT

DATE: 7/25/2024

* of Pine Gate Renewables, LLC, Manager of Pine Gate Development, LLC, Manager of FP 2021 Dev Holdco, LLC, Manager of Limewood Bell Renewables LLC

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) NA good faith negotiations, or (2) NA Designated by Generator upon failure to agree.

Date by which Generator provided notice to proceed with design and procurement and provided security, as specified in the Discretionary Services Agreement between TSP and Generator dated November 11, 2022, so that TSP may maintain schedule to meet the In-Service Date:

November 11, 2022 (23INR0249) – Solar

November 11, 2022 (23INR0248) – Storage

Date by which Generator provided construction security, as specified in Section 4.3, so that TSP may maintain schedule to meet the In-Service Date:

August 4, 2023 (23INR0249) – Solar

August 4, 2023 (23INR0248) – Storage

Date by which Generator provided notice to commence construction and provided additional security, as specified in Section 4.3, so that TSP may maintain schedule to meet the In-Service Date:

February 22, 2024 (23INR0249) – Solar

February 22, 2024 (23INR0248) – Storage

Date by which Generator will provide additional security, as specified in Section 4.3, so that TSP may maintain schedule to meet the In-Service Date: **May 4, 2027 (23INR0248) – Storage**

In - Service Date:

May 8, 2025 (23INR0249) – Solar

May 4, 2028 (23INR0248) – Storage

Scheduled Trial Operation Date:

October 1, 2025 (23INR0249) – Solar

October 1, 2028 (23INR0248) – Storage

Scheduled Commercial Operation Date:

December 31, 2025 (23INR0249) – Solar

December 31, 2028 (23INR0248) – Storage

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

September 6, 2024 (23INR0249) – Solar

September 3, 2027 (23INR0248) – Storage

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

November 8, 2024 (23INR0249) – Solar

November 4, 2027 (23INR0248) – Storage

Date by which Generator will make contact with TSP to provide a contact for TSP Right of Way coordination: **August 8, 2024**

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:

August 30, 2024 (23INR0249) – Solar

July 2, 2027 (23INR0248) – Storage

Date by which Generator will provide to TSP the Latitude and Longitude and a KMZ showing of all solar panel generating units and all battery energy storage system generating units :

November 8, 2024 (23INR0249) – Solar

November 4, 2027 (23INR0248) – Storage

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:

November 8, 2024 (23INR0249) – Solar

November 4, 2027 (23INR0248) – Storage

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:

November 8, 2024 (23INR0249) – Solar

November 4, 2027 (23INR0248) – Storage

Date by which TSP will submit the Metering Design Proposal to ERCOT:

November 8, 2024 (23INR0249) – Solar

November 4, 2027 (23INR0248) – Storage

Date by which Generator provided Information required for sizing EPS Metering CT's: **May 30, 2023**

Date by which Generator will provide Information required for sizing WSL EPS Metering CT's: **January 4, 2027 (23INR0248) – Storage**

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

April 2, 2027 (23INR0248) – Storage

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: **July 2, 2027 (23INR0248) – Storage**

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

August 4, 2027 (23INR0248) – Storage

Date by which Generator will provide preliminary survey exhibits for the easements for TSP's WSL Metering equipment, communications equipment, and antenna mast (if required) pursuant to Exhibit C, so that TSP may maintain schedule to meet the In-Service Date:

September 3, 2027 (23INR0248) – Storage

Date by which Generator will provide final survey exhibits for the easements for TSP's WSL Metering equipment, communications equipment, and antenna mast (if required) pursuant to Exhibit C, so that TSP may maintain schedule to meet the In-Service Date:

October 4, 2027 (23INR0248) – Storage

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 EPS Metering equipment, so that TSP may maintain schedule to meet the In-Service Date: **February 4, 2028 (23INR0248) – Storage**

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, so that TSP may maintain schedule to meet the In-Service Date: **August 15, 2024**

Date by which TSP will provide the Generator the WSL EPS Metering instrument transformers for installation in Generator Collector Station: **February 4, 2028 (23INR0248) – Storage**

Date by which Generator will complete the installation of WSL EPS Metering instrument transformers for TSP termination and testing: **March 3, 2028 (23INR0248) – Storage**

Date by which Generator will have in place the communication facilities specified in Exhibit C: **March 27, 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, 2025 (23INR0249) – Solar

March 3, 2028 (23INR0248) – Storage

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's POI dead-end structure located adjacent to the TSP Temple Pecan Creek Switch including 4 hole pads ready for TSP's jumper terminations: **March 7, 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

Effective on or before the effective date of this Agreement 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 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 cumulative amounts set forth below:

| <u>Effective Date</u> | <u>Surety Amount</u> |
|---------------------------------------|--|
| As of November 11, 2022 under the DSA | \$ 1,588,579 |
| Effective Date of this Agreement | \$ 1,588,579 |
| On or before August 4, 2023 | \$ 3,326,088 (represents security for both GINR 23INR0249 – Solar and GINR 23INR0248 – Storage) |
| On or before February 23, 2024 | \$ 3,399,039 (represents security for both projects. The increase amount represents security for GINR 23INR0249 - Solar) |
| On or before May 4, 2027 | \$3,501, 980 (represents security for both projects. The increase amount represents security for GINR 23INR0248 – Storage. |

The Parties agree that the total security requirement for both GINR 23INR0249 and GINR 23INR0248 will remain in place until the following event(s) occur; a) Commercial Operation Date as provided in Exhibit B is obtained and confirmed with ERCOT for GINR 23INR0249 at which time the total security requirement can be reduced by \$ 3,189,435, b) Commercial Operation Date as provided in Exhibit B is obtained and confirmed with ERCOT for GINR 23INR0248 at which time the remaining security amount can be released or,

In the event of termination, the SGIA as amended by this SGIA Amendment No. 1 prior to GINR 23INR0249 or GINR 23INR0248 achieving Commercial Operations, the required security amount will not be released until the Generator pays all Termination costs as determined by Section 2.2. If at any time prior to the Plant achieving Commercial Operations for either GINR 23INR0249 or GINR 23INR0248 and Generator does not maintain the security requirements in accordance with this SGIA Amendment No. 1, TSP shall cease all design, procurement, and construction activities under this SGIA, as amended by this SGIA Amendment No.1 until Generator is in compliance with such security requirements.