



Filing Receipt

Filing Date - 2024-08-29 04:35:05 PM

Control Number - 35077

Item Number - 1918



LCRA TRANSMISSION SERVICES CORPORATION

August 29, 2024

Filing Clerk
Public Utility Commission of Texas
1701 N. Congress Avenue
P.O. Box 13326
Austin, TX 78711-3326

RE: Project No. 35077 – LCRA Transmission Services Corporation's Transmission contract Filing Pursuant to Subst. Rule 25.195(e)

To whom it may concern:

Enclosed for filing in Project No. 35077 is the First Amendment to the ERCOT Standard Generation Interconnection Agreement (the "Agreement") dated August 28, 2024 between LCRA Transmission Services Corporation ("LCRA TSC") and Rogers Draw Energy Storage, LLC ("Generator"). This filing is made to the Public Utility Commission of Texas pursuant to Substantive Rule 25.195(e).

Please feel free to contact me at Interconnection_Agreements@lcra.org if there are any questions regarding this interconnection agreement.

Sincerely,

Cris Ureña, P.E.
Director, Facility Scoping and Service Agreements

Enclosure

**FIRST AMENDMENT TO
ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT**

This First Amendment (“Amendment”) is made and entered into this 28 day of Aug. 2024, between LCRA Transmission Services Corporation (“Transmission Service Provider” or “TSP”) and Rogers Draw Energy Storage, LLC (“Generator”), collectively referred to hereinafter as the “Parties”.

WHEREAS, the Transmission Service Provider and the Generator entered into that certain ERCOT Standard Generation Interconnection Agreement executed February 28, 2024 (the “Agreement”);

WHEREAS, pursuant to Section 4.2 of Exhibit “A” of the Agreement, Generator has provided TSP with the financial security and written authorization to proceed with the design and procurement of the TIF as detailed in Exhibit “C”;

WHEREAS, the Generator notified the TSP of a change in the Commercial Operation date as originally contemplated in the Agreement;

WHEREAS, the Generator notified the TSP of a correction in Plant’s maximum rating noted in Exhibit “C” of the Agreement;

WHEREAS, the Generator notified the TSP of a correction in number of generating units noted in Exhibit “C” of the Agreement; and

NOW, THEREFORE, in consideration of the mutual promises and undertakings herein set forth, the Parties agree to amend the Agreement as follows:

1. Exhibit “B” is deleted in its entirety and Exhibit “B” attached to this Amendment is hereby added to the Agreement in lieu thereof.
2. Exhibit “C” is deleted in its entirety and Exhibit “C” attached to this Amendment is hereby added to the Agreement in lieu thereof.
3. This Amendment will become effective upon execution by both Parties.

Except as otherwise expressly provided for herein, the Agreement will continue in full force and effect in accordance with its terms.

[Signature page to follow]

IN WITNESS WHEREOF, the Parties have caused 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.

Rogers Draw Energy Storage, LLC

By: Richard Levin


Signature: 

Title: Director of Operations

Date: Aug 26, 2024

LCRA Transmission Services Corporation

By: Sergio Garza, P.E.

Signature: 

Title: Vice President, LCRA Transmission
Design and Protection

Date: Aug 28, 2024



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.

1. **Generator Deliverables:**

- (a) Date by which Generator must provide written notice to proceed with design and procurement and provide security, as specified in Section 4.2 of Exhibit "A", so that TSP may maintain schedule to meet the In-Service Date: **March 1, 2024 - Completed prior to Amendment.**
- (b) Date by which Generator must deliver to TSP engineering design survey data, including a topographic survey, addressing easements listed in a title commitment, and a QL-B subsurface utility engineering ("SUE") investigation of appropriate scale for the subject tract(s), per TSP provided "Substation Acquisition Topographic Survey" specifications and subject to TSP review, of the tracts specified in Exhibit "C", so that TSP may maintain schedule to meet the In-Service Date: **March 14, 2024 - Completed prior to Amendment.**
- (c) Date by which Generator must deliver to TSP an ALTA land title and other survey plat(s) and legal descriptions, per TSP provided "Substation Acquisition Survey" specifications and TSP review, of the tracts specified in Exhibit "C", so that TSP may maintain schedule to meet the In-Service Date: **May 9, 2024 - Completed prior to Amendment.**
- (d) [Reserved]
- (e) Date by which the Generator must provide the Generator's schedule for construction and start of Trial Operation activities for the Plant and GIF: **March 18, 2025.**
- (f) Date by which Cultural Survey Report is due to TSP: **May 16, 2025.**
- (g) Date by which Generator must convey to TSP real property rights as described in Section 12 of Exhibit "C" and complete the access road improvements, if required, for use in construction of the TIF, as specified in Section 4.3 of Exhibit "A", so that TSP may maintain schedule to meet the In-Service Date: **May 16, 2025.**
- (h) Date by which Generator must provide written notice to commence construction and provide security, as specified in Section 4.3 of Exhibit "A", so that TSP may maintain schedule to meet the In-Service Date: **June 16, 2025.**
- (i) Provide notice to TSP that Generator has submitted a complete Resource Asset Registration Form ("RARF") to ERCOT with energization date: **September 2, 2025.**

- (j) Provide notice to TSP identifying its Qualified Scheduling Entity ("QSE"): **September 2, 2025.**
- (k) Provide to TSP the required final design and specifications for review and approval of the metering requirements described in Section 6.B: **September 2, 2025.**
- (l) Provide ERCOT and TSP documentation that conclusively establishes that the Plant will not be subject to sub-synchronous resonance: **October 10, 2025.**
- (m) Provide in ASPEN One-liner format the short circuit model for the GIF, the generators and collector facilities prior to the protective relay settings being calculated: **October 31, 2025.**
- (n) The coordination of protective device settings for the initial energization of the Point of Interconnection and setting modifications, requested by TSP, will be finalized by the Generator no later than ten (10) business days prior to energization: **December 19, 2025.**

2. Interconnection Milestones:

- a. In - Service Date: **December 31, 2025, subject to necessary ERCOT approval of outages required to construct the TIF.**
- b. Scheduled Initial Synchronization Date: **January 10, 2026.**
- c. Scheduled Commercial Operation Date: **May 10, 2026.**

3. Conditions to Time Schedule:

- a. 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".
- b. If the TSP incurs additional costs (including direct or indirect costs) for demobilization and remobilization resulting from the Generator's requested delay of the In-Service Date the TSP may require the Generator to make a contribution in aid of construction to for such costs. Generator will pay such costs within thirty (30) days of receipt of an invoice from the TSP.
- c. This Agreement has been executed prior to ERCOT's approval of the completed Facilities Study, then upon completion of the Facilities Study, TSP may establish a new schedule for completion of the TIF, if necessary, and the In-service Date, the Scheduled Trial Operation Date and the Scheduled Commercial Operation Dates shall be adjusted accordingly through an amendment to this Agreement. If by the completion of such Facilities Study, the TSP identifies cost caused by the Generator's proposed design, siting, or construction of the GIF or Plant are expected to incur which could have been avoided by an alternative design, siting, or construction preferred by the TSP, the Generator will make a contribution in aid

of construction for the TSP actual costs (including direct or indirect costs). Generator will pay TSP within thirty (30) days of receipt of invoice(s) from the TSP.

- d. The TSP has utilized pre-design cost estimates in developing the financial security requirement for the TIF, and upon completion of the design the TSP may require the Generator to execute an amendment to this Agreement to account for any necessary changes resulting from the Facilities Study (and any required ERCOT approvals) and/or the final design of the TIF on: (i) the Time Schedule set forth in this Exhibit "B"; (ii) the Interconnection Details set forth in Exhibit "C"; and/or (iii) the Security Arrangement Details set forth in Exhibit "E" to this Agreement. Generator shall execute such an amendment within thirty (30) days of receipt of written notice from TSP.

[The remainder of the page is left intentionally blank]

Exhibit “C” Interconnection Details

1. Name: Rogers Draw Energy Storage, LLC
2. Point of Interconnection location: The Point of Interconnection will be at the existing LCRA TSC Headwaters Substation (“TSP Substation”) located in Gillespie County, TX along the existing TSP’s 138-kV transmission line T678, at the approximate location shown in Exhibit “C3”. The Point of Interconnection, shown on Exhibit “C1” and Exhibit “C2” shall be the physical point where the TSP Substation facilities are connected to the GIF. This point is more specifically defined as being located at the 4-hole pad terminals on the dead-end assembly where the Generator’s 138-kV radial circuit connects to TSP’s free-standing steel interconnection dead-end transmission structure (“POI Structure”).
3. Delivery Voltage: 138-kV
4. Number and size of Generating Units (“The Plant”): The Plant is a Battery Energy Storage System (“BESS”) facility with one Point of Interconnection to the grid. The maximum rating will be 145.55 MW AC at the Point of Interconnection.
5. Type of Generating Unit:
 - Forty-four (44) Power Electronics PCSM FP4200M BESS inverters rated at 4.2 MVA each.
6. Metering Equipment:
 - A. TSP’s EPS Metering Facilities will be located at the TSP Substation as part of the TIF. Three 138-kV extended range, metering current transformers will be used to accurately read the generation energy and power delivered to the grid and the auxiliary energy and power consumed through the Point of Interconnection. Three 138-kV metering accuracy voltage transformers will also be installed by the TSP for the EPS Metering Facilities. The EPS metering panel furnished by the TSP will be located in the TSP Substation.
 - B. Generator acknowledges that the Plant will engage in wholesale energy storage in accordance with the PUCT Rules and ERCOT Requirements for a Wholesale Storage Load (“WSL”). As such, TSP will install and own additional primary and backup EPS meters for the WSL in order to separately meter the WSL from any auxiliary or non-WSL energy and power that the Plant and GIF may consume from the 138-kV ERCOT Transmission Grid through the Point of Interconnection. The TSP’s WSL EPS metering will be located in a suitable space allocated by Generator in the control building of the Generator’s 138-kV interconnection substation. The Generator shall install, for TSP’s use, adequately specified and rated instrument transformers (current and potential transformers) to accurately meter the WSL. Generator shall, no fewer than one hundred twenty (120) days prior to the In-Service Date, provide, for TSP’s review and approval, the necessary equipment specifications, factory test reports, vendor cut-sheets and any

other engineering drawings for the aforementioned 34.5-kV instrument transformers to be installed by Generator and used by TSP to meter the WSL. The Generator shall provide the cable and suitable conduit paths between the Generator's 34.5-kV WSL instrument transformers and the Generator's control building for TSP's use in metering the WSL. TSP will terminate control cable to the WSL EPS meters. Where auxiliary loads are integrated with the BESS, Generator will provide a Distributed Network Protocol signal in accordance with LCRA TSC requirements to the WSL Meters for metering auxiliary loads internal to the BESS.

7. Telemetry Equipment:

- A. A remote terminal unit ("RTU") will be furnished by the TSP at the TSP Substation as part of the TIF and will provide applicable breaker status and other telemetry data to ERCOT as required by the ERCOT Nodal Operating Guides.
- B. An RTU(s) will be furnished by the Generator at the Generator's interconnection substation(s) as part of the GIF and will provide breaker status and other telemetered data to ERCOT as required by the ERCOT Nodal Operating Guides. The Generator is responsible for determining and providing all their RTU communications needs.

8. Generator Interconnection Facilities: The Generator will provide as a minimum, the following major equipment for the GIF:

- A. One 138-kV radial line approximately .10 miles in length consisting of 795 kcmil DRAKE ACSR phase conductors with necessary material to dead-end and connect to the POI Structure outside the TSP Substation;
- B. A 138-kV line structure located near the POI Structure (Generator shall follow and conform to LCRA TSC's POI Structure design parameters for the height and framing of this structure, the arrangement of the phases, static wire type, and exact location of the structure. Generator will provide the design to TSP for review and approval no fewer than one hundred and twenty (120) days prior to conveyance of the real property rights to TSP;
- C. Two (2) fiber optic cables (Corning SMF-28e/e+ or equivalent minimum of 12 strand, single-mode) from Generator's interconnection substation control building to the TSP's fiber splice boxes (OPGW AFL DNO-11243 or compatible equivalent) to the POI Structure at the Point of Interconnection; Generator will provide 150 feet of OPGW slack on the coil bracket at the Point of Interconnection; Generator will provide the specification of the fiber to be terminated at the TSP POI fiber splice boxes for TSP review and approval no fewer than one hundred and twenty (120) days prior to the In-Service Date;
- D. Generator's interconnection substation(s) including control building(s), 138-kV generation step-up ("GSU") transformer(s), transformer protection package(s), 138-kV circuit breaker(s), 138-kV circuit disconnect switch(es), and protective relaying

- panels for the Generator's 138-kV circuit that will coordinate with the TSP's line panels at the TSP Substation for the Generator line protection (Generator's GSU and/or autotransformer shall utilize a grounded-wye configuration on the high-side voltage winding in order to provide adequate ground fault protection);
- E. RTU(s) and panels to provide breaker status, telemetry and energy data from the Generator's interconnection substation(s) and Plant to ERCOT and the TSP, including the provision of any necessary telemetry for proper dispatch and control of the Plant for the Generator's use; and
 - F. Associated structures, bus-work, conductor, connectors, grounding, conduit, control cable, foundation work, perimeter fencing, grading/dirt work and any appurtenances necessary for construction and operation of the GIF.
 - G. Three (3) 34.5-kV metering current transformers and three (3) 34.5-kV metering accuracy voltage transformers for TSP's use in metering the WSL;
 - H. Suitable conduit paths from the Generator's control building to the Generator owned 34.5-kV metering current transformers associated with the WSL and 34.5-kV metering accuracy voltage transformers with review and acceptance of design by TSP;
9. Transmission Interconnection Facilities: The TIF shall consist of, without limitation, the following facilities and appurtenances:
- A. One (1) POI Structure for the interconnection to Generator's 138-kV radial circuit;
 - B. 138-kV span(s) of conductors, OPGW, shield wire, and associated intermediate structure(s) from the POI Structure to the TSP Substation A-frame structure along with the jumpers between the TSP conductors and the Generator's radial circuit conductors at the POI Structure;
 - C. One (1) Modified 138-kV Headwaters Substation which will include the following:
 - 1. One (1) 138-kV A-frame with foundation
 - 2. Three (3) 138-kV 88/84 MCOV surge arresters;
 - 3. Three (3) 138-kV CTs, 2000:5 MR
 - 4. Three (3) 138-kV PTs
 - 5. One (1) 145-kV, 3000A, 40-kA circuit breakers with foundations and protective relay panels;

6. Three (3) 138-kV 3000A three-pole switches with supporting structures and foundations;
7. RTU(s) and panels to provide breaker status, telemetry and energy data to ERCOT and TSP operations;
8. EPS Metering Facilities which will include the following:
 - (a) One (1) EPS metering panel;
 - (b) Two (2) EPS meters (one primary meter and one backup meter);
 - (c) Three (3) 138-kV extended range metering CT's; and
 - (d) Three (3) 138-kV metering class voltage transformers.
9. WSL EPS Metering Facilities, located in the Generator's interconnection substation, which will include the following:
 - (a) One (1) WSL EPS metering panel; and
 - (b) Two (2) WSL EPS meters (one primary meter and one backup meter).
10. Telecommunication Facilities: Generator shall, in accordance with ERCOT Requirements and Good Utility Practice, provide communications facilities that are, or may in the future be, necessary for effective interconnected operation of the Plant and GIF with the transmission system.
 - A. The Generator shall own, and be responsible for installation, operation, and maintenance of fiber optic communication facilities between the Generator's transmission voltage substations and the POI Structure at the Point of Interconnection. TSP will complete the dress out and termination of the fiber in the splice boxes at the Point of Interconnection. The Generator shall provide the dedicated channels or fiber pairs as necessary for, including, Generator's 138-kV radial circuit protective relaying, TSP's EPS metering, and Remedial Action Scheme communications.
 - B. Voice communications provided by the Generator shall at a minimum include one voice circuit in the Generator's interconnection substation control buildings for purposes of field to control room communications.
 - C. Generator shall provide any necessary fiber optic jumpers from Generator's fiber patch panel(s) to the TSP's WSL EPS meters. TSP will provide fiber transceivers at the WSL EPS metering and terminate the fiber.
11. System Protection Equipment:
 - A. Generator will provide a line protection panel for Generator's 138-kV radial circuit at the Generator's facilities, which will coordinate with the TSP's line panel(s) at the TSP Substation.

- B. Generator will be responsible for the proper synchronization of its facilities with the TSP's transmission system, in accordance with ERCOT guidelines.
- C. The Plant and the GIF shall be designed to isolate any fault, or to disconnect from or isolate any abnormality that would negatively affect the ERCOT System. The Generator shall be responsible for protection of its facilities. In particular, Generator shall provide relays, circuit breakers, and all other devices necessary to promptly remove any fault contribution of the generation equipment to any short circuit occurring on the TSP system. Such protective equipment shall include, without limitation, a disconnect device or switch with the appropriate interrupting capability to be located within the GIF. In addition to faults within the Plant and the GIF, Generator shall be responsible for protection of such facilities from such conditions as negative sequence currents, over or under frequency, sudden load rejection, over or under voltage, generator loss of field, inadvertent energization (reverse power) and uncleared transmission system faults.
- D. In accordance with Good Utility Practice and ERCOT Requirements and NERC Reliability Standards, 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 the necessary protection requirements. The TSP shall coordinate the relay system protection between Generator and the ERCOT System.
- E. The Plant and the GIF shall have protective relaying that is consistent with the protective relaying criteria described in Section 11.D. If requested by the TSP, Generator shall, at its expense, timely provide corrections, upgrades, or additions to existing control and protective equipment required to protect the ERCOT System or to comply with government, industry regulations, or standard changes.
- F. The Generator's protective relay design shall incorporate the necessary test switches to enable complete functional testing. The required test switches will be placed such that they allow operation of lockout relays while preventing breaker failure schemes from operating and causing unnecessary breaker operations and tripping generator units.
- G. The disturbance and fault monitoring for both Generator and TSP shall be consistent with the disturbance monitoring requirements described in the ERCOT Requirements and NERC Reliability Standards.
 - 1. Generator shall install sufficient disturbance and fault monitoring equipment to thoroughly analyze all system disturbances of the generation system. This equipment shall monitor the voltages at major nodes of the system, current at major branches, breaker and switch positions, and provide sequence of event reporting and relay event reporting to analyze a system disturbance.

2. The TSP shall provide for disturbance and fault monitoring equipment in its TSP Substation.
- H. Prior to modifying any relay protection system design or relay setting involving the connecting facilities between the two Parties, Generator shall submit the proposed changes to the TSP for review and approval. TSP's review and approval shall be for the limited purpose of determining whether such proposed changes are compatible with the ERCOT Transmission Grid.
- I. The Generator shall provide in ASPEN One-liner format the short circuit model for the GIF, the generators and collector facilities prior to the protective relay settings being calculated and in no case later than 60 days prior to the initial actual in-service date. Generator data submitted in accordance with Section 7.3 of Exhibit "A" shall include, but not be limited to, (1) a detailed one-line diagram of the proposed Plant and GIF showing the collector buses and their voltages, (2) conductor types and lengths of all lines connecting the collector buses to the TSP Substation, (3) the total number of inverters to be served by each collector bus, (4) size, make and model of inverters, (5) capacitor bank sizes, locations (electrical) and control settings, and (6) the impedance and rating data of each radial circuit, GSU and/or autotransformer that will be installed to deliver power from the Plant to the ERCOT Transmission Grid.
- J. The coordination of protective device settings for the initial energization of the Point of Interconnection and setting modifications, requested by TSP, will be finalized by the Generator no later than ten (10) business days prior to energization.

12. Real Property Rights and Access Road Provisions:

- A. The TSP Substation, as depicted in Exhibit "C3", is located in the vicinity of Fredericksburg, Texas in Gillespie County. Generator shall install the aforementioned 138-kV line structure described in Section 8.B above at a location coordinated with TSP, adjacent to the POI Structure outside the TSP Substation property.
- B. Generator shall, at no cost to TSP, acquire from the underlying landowner and convey to TSP, a separate stand-alone transmission easement, in a form approved by TSP, including access rights for the portion of the TIF previously described in Section 9.C above and as generally depicted as the "Transmission Easement Area" in Exhibit "C3".
- C. These necessary real property rights described in Section 12.B above are required before TSP can commence construction, as contemplated in Exhibit "A", Section 4.3. Therefore, if TSP is unable to acquire the aforementioned transmission easement from Generator by the date noted in Exhibit "B", TSP and Generator will work toward finding an easement area that meets TSP's approval and will amend this Agreement, including TSP's In-Service Date(s) and security requirements, as necessary.

- D. In no event shall the Transmission Easement Area be subject to any lien or any other encumbrance unacceptable to TSP. Generator shall, at no cost to TSP, release any encumbrance that Generator may have on the acquired Transmission Easement Area.
- E. Generator, at no cost to TSP, agrees to deliver to TSP by the date noted in Exhibit "B", surveys including the boundary survey plat(s) and legal description(s); topographic survey with one-foot contours; and SUE survey, per TSP provided surveying specifications and TSP engineering review, of the tracts necessary in Section 12.B above.
- F. TSP's acquisition of the real property rights noted in this Section 12 is subject to (i) TSP's review and acceptance of surveys, title commitment, title insurance policy, and cultural resource assessment on the Transmission Easement Area, together with legal documentation, all, to be acquired at Generator's expense on behalf of TSP, (ii) an environmental site assessment conducted by TSP, and (iii) any necessary TSP Board approval.

13. Supplemental Terms and Conditions:

A. Device Numbers, Switching and Clearance:

- 1. Generator shall obtain prior approval of the TSP before operating any transmission voltage circuit switching apparatus (e.g. switches, circuit breakers, etc.) at the GIF, whether for testing or for operations of the Plant, which approval shall not be unreasonably withheld, conditioned or delayed.
- 2. The TSP shall coordinate switching at the Point of Interconnection. Each Party shall be responsible for operation of their facilities.
- 3. In the event the Generator desires to have the ability to operate any directly connected TSP facilities for emergency operations switching, the TSP will provide transmission switching training to Generator personnel along with a copy of the TSP's transmission operations procedure manual ("Red Book") and any subsequent amendments thereto. Generator personnel or their designated agents that are to perform switching of the directly connected TSP facilities must be on the TSP authorized switching list. Generator and the TSP agree to conduct all switching operations of any directly connected TSP facilities in accordance with the Red Book, as it may be changed by the TSP from time to time.
- 4. Generator will establish: (i) unique name(s) for the Generator's interconnection substations, unit main transformers and switching station(s) connected at transmission voltage; (ii) device numbers for all transmission voltage switches and breakers which will be owned by Generator; and (iii) unique names for Generator's generating units, in accordance with ERCOT Requirements. Generator will register the name(s) of the facilities specified in this paragraph and Generator-owned device numbers at ERCOT, in accordance with ERCOT Requirements, and such names

and device numbers will be consistent with the names and numbers submitted to TSP. Generator will label the devices, referenced in item (ii) above, with the numbers assigned to such devices.

5. Each Party will keep records of maintenance and switching operations of control and protective equipment associated with this interconnection and will allow the other Party reasonable access to inspect such records.

B. Auxiliary Power Delivery to Generator by TSP: TSP considers the auxiliary energy and power that the Plant and GIF may from time to time consume from the 138-kV Point of Interconnection to be a retail transaction and as such, the TSP does not intend to be the provider of this retail service. Generator shall make necessary arrangements with the appropriate retail service provider for the energy and power that the Plant and GIF may consume from the 138-kV ERCOT Transmission Grid through the Point of Interconnection. Generator shall supply notification to the TSP identifying their retail service provider one hundred twenty (120) days prior to the In-Service Date and Generator shall supply notification to the TSP sixty (60) days prior to any changes in retail service provider, thereafter.

C. Operational Notifications:

1. Generator shall supply notification to the TSP identifying its QSE one hundred twenty (120) days prior to the In-Service Date and Generator shall supply notification to the TSP sixty (60) days prior to any changes in QSE, thereafter.
2. In the event of any interruption of service, TSP shall provide prompt notice to Generator of cause of such interruption and an estimation of when the Plant may be re-connected to the TSP.

14. Special Operating Conditions:

A. Quality of Power: Generator shall provide a quality of power into the TSP system consistent with the applicable ERCOT Requirements and NERC Reliability Standards.

B. Harmonics: The Generator's alternating current generating system must have a frequency of 60 Hz, be designed for balanced three-phase operation, not cause unreasonable imbalance on the ERCOT System or the TSP Substation equipment, and adhere to the recommendations in Institute of Electrical and Electronic Engineers Recommended Practices and Requirements for Harmonic Control in Electrical Power Systems (IEEE 519), or its successor.

C. Voltage, Frequency and Reactive Support:

1. Generator shall have and maintain the reactive capability as required in the ERCOT Requirements.

2. Generator shall be able to remain online during voltage disturbances up to the time periods and associated voltage levels set forth in the ERCOT requirements for Voltage Ride Through (“VRT”) capability.
 3. The Generator shall be equipped with both frequency and voltage controls and shall be operated in synchronism with the TSP’s system with such controls in service. Generator shall notify the TSP at any such time that such controls are out of service.
- D. ERCOT Operating Arrangements: A special ERCOT-approved operating arrangement such as a Remedial Action Plan or Remedial Action Scheme may be required either prior to, or after, Commercial Operation. The terms “Remedial Action Plan” and “Remedial Action Scheme” shall have the meanings as set forth in the ERCOT Requirements. TSP and ERCOT will examine the need and feasibility of these arrangements in cooperation with the Generator. In the event that ERCOT determines that such an arrangement is required, then TSP, ERCOT, and Generator will cooperate to design and install the necessary facilities, to be operational for the duration of the period where such Remedial Action Plan or Remedial Action Scheme may be necessary.
- E. Back-up Power during Point of Interconnection Outage: The Generator acknowledges that this Point of Interconnection may not always be available due to maintenance or other outage activities and at these times of unavailability the loss of both generator output and power delivery to the Generator will not be the responsibility of the TSP. The Generator is responsible for providing any back-up power sources that it may require due to the unavailability of this Point of Interconnection for any period of time.
- F. Sub-synchronous Resonance (“SSR”) Study: Generator has requested that this Agreement be signed prior to completion of the SSR study associated with this interconnection request. Pursuant to ERCOT Requirements, the SSR study shall be completed prior to Initial Synchronization of the Plant. The findings of the SSR study may dictate that the Generator and/or TSP install additional facilities to mitigate this vulnerability in conjunction with this interconnection request. ERCOT and TSP shall approve all mitigation plans. Such mitigation may require additional time for the TSP to meet its In-Service Date and/or it may increase the dollar amount of the Security Instrument required of Generator. If mitigation is required, this Agreement shall be amended to include any additional facilities, additional time, and additional amount of Security. However, Generator may provide ERCOT and TSP documentation that conclusively establishes that the Plant will not be subject to sub-synchronous resonance problems with series compensation on the ERCOT System. ERCOT and TSP shall reasonably determine if such documentation is sufficient to preclude the need for TSP to perform the SSR study. Such documentation shall be supplied by Generator to ERCOT and TSP no later than ninety (90) days prior to the Initial Synchronization of the Plant. In the event that the generator vendor advises Generator that it cannot supply generators for the Plant that are compatible with the transmission system series compensation, the Generator shall notify TSP of such event, which shall be deemed a Default under Section 10.6 of the Agreement.









First Amendment to the ERCOT SGIA between LCRA TSC and Rogers Draw Energy Storage LLC

Final Audit Report

2024-08-28

Created:	2024-08-26
By:	Curtis Lund (curtis.lund@lcra.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA2jWz-KsjT-2VpPz64PQlkJ2upzdGofTq

"First Amendment to the ERCOT SGIA between LCRA TSC and Rogers Draw Energy Storage LLC" History

-  Document created by Curtis Lund (curtis.lund@lcra.org)
2024-08-26 - 7:56:45 PM GMT
-  Document emailed to Richard Levin (rlevin@peregrineenergysolutions.com) for signature
2024-08-26 - 7:56:50 PM GMT
-  Email viewed by Richard Levin (rlevin@peregrineenergysolutions.com)
2024-08-27 - 1:09:37 AM GMT
-  Document e-signed by Richard Levin (rlevin@peregrineenergysolutions.com)
Signature Date: 2024-08-27 - 1:12:42 AM GMT - Time Source: server
-  Document emailed to Sergio Garza (sergio.garza@lcra.org) for signature
2024-08-27 - 1:12:43 AM GMT
-  Email viewed by Sergio Garza (sergio.garza@lcra.org)
2024-08-28 - 7:29:55 PM GMT
-  Document e-signed by Sergio Garza (sergio.garza@lcra.org)
Signature Date: 2024-08-28 - 7:30:27 PM GMT - Time Source: server
-  Agreement completed.
2024-08-28 - 7:30:27 PM GMT





PUC Filing Letter First Amendment SGIA between_Rogers Draw BESS and LCRA TSC

Final Audit Report

2024-08-29

Created:	2024-08-29
By:	Curtis Lund (curtis.lund@lcra.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7I9dkfCR8voGz7geREfnwlv_hrOELvUg

"PUC Filing Letter First Amendment SGIA between_Rogers Dra w BESS and LCRA TSC" History

-  Document created by Curtis Lund (curtis.lund@lcra.org)
2024-08-29 - 8:58:19 PM GMT
-  Document emailed to Cris Urena (cris.urena@lcra.org) for signature
2024-08-29 - 8:58:28 PM GMT
-  Document e-signed by Cris Urena (cris.urena@lcra.org)
E-signature obtained using URL retrieved through the Adobe Acrobat Sign API
Signature Date: 2024-08-29 - 8:59:09 PM GMT - Time Source: server
-  Agreement completed.
2024-08-29 - 8:59:09 PM GMT