



## **Filing Receipt**

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**Item Number - 1972**



**LCRA TRANSMISSION SERVICES CORPORATION**

November 4, 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 Amended and Restated ERCOT Standard Generation Interconnection Agreement (the "Agreement") dated May 3, 2024, between LCRA Transmission Services Corporation ("LCRA TSC") and Big Sampson Wind Project, 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](mailto: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 THE AMENDED AND RESTATED  
ERCOT STANDARD INTERCONNECTION AGREEMENT**

This First Amendment (“Amendment”) is made and entered into this 03 day of May 2024, by and among the LCRA Transmission Services Corporation (“Transmission Service Provider” or “TSP”) and Big Sampson Wind Project, 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 November 8, 2019; as amended by that certain Amended and Restated ERCOT Standard Interconnection Agreement dated March 22, 2023 (collectively, as amended, the “Agreement”);

**WHEREAS**, the Generator notified TSP of a change in the delivery dates of the real estate, delivery of surveys, providing security and notice to proceed with construction as originally contemplated in the Agreement; and

**WHEREAS**, the TSP’s estimated cost for the development of the TIF has increased beyond the security amounts noted in Exhibit “E” of the Agreement.

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

1. Exhibits “B” and “E” are deleted in their entirety and Exhibits “B” and “E” attached to this Amendment are hereby added to the Agreement in lieu thereof.
2. 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.

Big Sampson Wind Project, LLC

By: Ian Black

Signature: *Ian BLACK*  
Ian BLACK (May 3, 2024 12:52 PDT)

Title: Vice President

Date: May 3, 2024

Initials: *IB*

LCRA Transmission Services Corporation

By: Sergio Garza, P.E.

Signature: *Sergio Garza*

Title: Vice President, LCRA Transmission  
Design and Protection

Date: May 3, 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.

Date by which Generator must provide written notice to proceed with design and, procurement, and provide security, as specified in Sections 4.2 of Exhibit "A", so that TSP may maintain schedule to meet the In-Service Date: **March 17, 2023 - Completed prior to this Amendment.**

Date by which Generator must deliver to TSP surveys including the boundary survey plat(s) and legal descriptions; topographic surveys with half (0.5)-foot contours; and subsurface utility engineering ("SUE") surveys, per TSP provided surveying specifications and TSP engineering review, of the tracts specified in Exhibit "C", so that TSP maintain schedule to meet the In-Service Date: **April 14, 2023 - Completed prior to this Amendment.**

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, as required, for use in construction of the TIF, as specified in Section 4.3, by TSP so that TSP may maintain schedule to meet the In-Service Date: **May 3, 2024.**

Date by which Generator must provide written notice to proceed with construction and provide security, as specified in Sections 4.3 of Exhibit "A", so that TSP may maintain schedule to meet the In-Service Date: **May 3, 2024.**

In - Service Date(s): **June 1, 2025.**

Scheduled Initial Synchronization Date: **July 1, 2025**

Scheduled Commercial Operation Date: **October 4, 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.

If 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. In addition, 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.

If the TSP incurs additional costs (including direct or indirect costs) for: (i) the design and construction of the TIF resulting from the Generator's design and construction of the GIF (including siting), which could have been avoided by an alternative design and construction of the GIF; and/or (ii) 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.

**Exhibit “E”**  
**Security Arrangement Details**

1. **Security Requirements:** In accordance with the dates in Exhibit “B” Generator shall cause to be established pursuant to Section 8.3 of Exhibit “A”, and shall at all times through the earlier of (i) ten (10) Business Days after the date upon which TSP receives written notification from Generator that Commercial Operation has been achieved and TSP has verified the same with ERCOT 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 a cash deposit or other security reasonably acceptable to TSP (“Security Instrument”) 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 and for the periods set forth below.

Business Day shall mean any day other than a Saturday, a Sunday, or a holiday on which national banking associations in the State of Texas are permitted or required to be closed.

Notwithstanding the Expiration Dates there shall be no obligation by Generator to establish or maintain the Security Instrument after the Final Expiration Date and any Security Instrument outstanding as of the Final Expiration Date shall be immediately surrendered by TSP.

The maximum stated amounts, Effective Dates, and Expiration Dates of the Security Instrument(s) shall be as follows:

<b>Maximum Stated Amount</b>	<b>Effective Date</b>	<b>Expiration Date</b>
Initial amount of \$13,550,000 for Design and Procurement	As specified in Exhibit “B”	No earlier <b>than</b> fifteen (15) months after the Commercial Operation Date
Additional amount of \$36,250,000 for Construction, bringing the total to \$49,800,000	As specified in Exhibit “B”	

The security amount(s) specified above in this Exhibit “E” include STEC's estimated costs for the required modifications to STEC's transmission facilities. TSP shall amend the existing interconnection agreement between TSP and STEC to guaranty these modifications to the STEC owned 345-kV transmission line for the cut-in of the TSP's new Twelvemile Substation.

TSP may, by written notice to Generator, require Generator to increase or replenish the Security Instrument from time to time if TSP determines in its reasonable discretion that the remaining Security Instrument amount is not adequate to cover the costs that TSP then reasonably estimates could become payable pursuant to this Agreement; provided, however, that TSP may not require additional Security Instrument amounts for costs that are caused by TSP's failure to comply with its obligations under this Agreement. Generator will tender any such increase or replenishment of the Security Instrument(s) to

TSP within fifteen (15) days of the date of TSP's written notice to Generator of a necessary increase or replenishment.

Failure to deliver, maintain, replace, increase or replenish the Security Instrument(s) within the time periods noted in this Exhibit "E" shall be deemed a Default under Section 10.6 of the Agreement, notwithstanding any cure period otherwise provided for in Section 10.6. No forbearance or delay on the part of TSP in requiring an increase, replenishment, or replacement of the Security Instrument will be considered a waiver of TSP's right to do so.

- A. **Cash Deposit:** Generator may provide all or a portion of the Security Instrument in the form of a cash deposit. Payments by Generator to TSP under this Agreement shall be made in immediately available funds payable to TSP pursuant to wire transfer instructions to be provided by TSP to Generator, or other form of payment acceptable to TSP. In accordance with Section 8.3 of Exhibit "A", any repayment or return of such cash deposit shall include interest at a rate applicable to customer deposits as established from time to time by the PUCT. Generator may replace a cash deposit with a Letter of Credit after review and acceptance of a Letter of Credit from a bank acceptable to TSP. TSP shall return the cash deposit to Generator in exchange for the Letter of Credit once the Letter of Credit is fully acceptable to TSP.
  - B. **Letter of Credit:** "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 major foreign commercial bank with a U.S. branch office with a credit rating of at least "A-" by Standard & Poor's, "A3" by Moody's Investor Service, or "A-" by Fitch, and with capital and surplus of at least \$1.0 billion ("Bank"). A Bank approved by TSP for the initial Letter of Credit shall be deemed approved for a subsequent Letter of Credit absent (i) any notice by TSP to Generator of a necessary increase or replenishment of the Security Instrument and (ii) any adverse change in credit rating between the initial Effective Date and the Effective Date for such subsequent Letter of Credit. An adverse change shall be deemed to have occurred if the issuer experiences a rating downgrade. If the issuer of the current Letter of Credit suffers such adverse change in credit rating, it shall no longer be a TSP-approved Bank for purposes of issuing commercially acceptable security for this Agreement until its rating has been increased to at least the aforementioned credit rating standards and Generator will replace such Letter of Credit with a Security Instrument meeting the requirements of this Agreement. Generator will tender any such replacement of the Security Instrument(s) to TSP within fifteen (15) days of the date of the reduction in bank credit rating. If the Security Instrument(s) are set to expire in sixty (60) days or less and the Generator has not provided alternate security in accordance with the Agreement the TSP shall be entitled to draw on the available amount of the Security Instrument(s).
2. **Direct Cost Obligations of Generator:** In addition to the aforementioned Security Instrument(s), Generator will make a contribution in aid of construction for expenses



relating to a Generator requested change to the TIF. TSP will further detail scope of work and associated cost to be provided as contribution in aid of construction by the Generator in the Facility Study report. TSP shall invoice Generator for said incurred expenses and Generator shall provide payment(s) within thirty (30) days of receipt of such invoice(s). Payments by Generator to TSP under this Agreement shall be made in immediately available funds payable to TSP pursuant to wire transfer instructions to be provided by TSP to Generator, or other form of payment acceptable to TSP.






# PUCT letter for 1st Amendment - Big Sampson Wind

Final Audit Report

2024-11-05

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## "PUCT letter for 1st Amendment - Big Sampson Wind" History

-  Document created by Curtis Lund (curtis.lund@lcra.org)  
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-  Document emailed to Cris Urena (cris.urena@lcra.org) for signature  
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-  Document e-signed by Cris Urena (cris.urena@lcra.org)  
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