



## Filing Receipt

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**Control Number - 35077**

**ItemNumber - 1553**



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February 13, 2023

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

RE: Project No. 35077 – Transmission Contract Filing Pursuant to Subst. Rule § 25.195(e)

Below please find the Amendment to the Generation Interconnection Agreement entered into by the City Public Service Board of San Antonio, TX (“CPS Energy”) with Padua Grid, LLC for filing with the Public Utility Commission pursuant to Substantive Rule 25.195(e).

Amendment for filing:

- 1<sup>st</sup> Amendment to Generation Interconnection Agreement – Amends Exhibit “B” and Exhibit “D”

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Kipling D. Giles", written over a horizontal line.

Kipling D. Giles  
VP Deputy General Counsel  
Legal Services

FIRST AMENDMENT  
TO  
GENERATION INTERCONNECTION AGREEMENT

This First Amendment modifies Exhibit "B" and Exhibit "D" of the Interconnection Agreement ("Agreement"), dated November 16, 2021 by and between the City of San Antonio acting by and through the City Public Service Board ("CPS Energy") and Padua Grid, LLC. This First Amendment is made and entered into on May 13, 2022 ("Effective Date") between CPS Energy and Padua Grid, LLC, hereinafter individually referred to as "Party" and collectively referred to as "Parties". In consideration of the mutual promises and undertakings herein set forth, the Parties agree to amend the Agreement as follows:

1. Exhibit "B" attached to the original Agreement is deleted in its entirety and replaced by Exhibit "B" attached to this First Amendment and is hereby added to the Agreement in lieu thereof.

2. Exhibit "D" attached to the original Agreement is deleted in its entirety and replaced by Exhibit "D" attached to this First Amendment and is hereby added to the Agreement in lieu thereof.

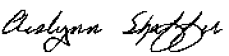
Except as otherwise expressly provided for herein, the Agreement will continue in full force and effect in accordance with its terms and exhibits.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed in several counterparts, each of which shall be deemed an original, but all shall constitute one and the same instrument.

CITY OF SAN ANTONIO, TEXAS,  
ACTING BY AND THROUGH THE  
CITY PUBLIC SERVICE BOARD

By: Maldonado, Ricardo Digitally signed by Maldonado, Ricardo (Corporate)  
Date: 2022.05.13 15:27:26 -05'00'  
Print: Rick Maldonado  
Title: VP T&D Engineering and Grid Transformation  
Date: May 13, 2022

PADUA GRID, LLC

By:   
Print: Aislynn Shaffer  
Title: Vice President  
Date: 4/29/2022

## EXHIBIT “B”: TIME SCHEDULE

Date by which “Generator” must provide notice to proceed with design and procurement and provide security, as specified in Section 4.2 so that CPS Energy may maintain schedule to meet the In-Service Date: **May 31, 2022.**

Date by which “Generator” must provide notice to proceed with construction and provide security, as specified in Section 4.2 so that CPS Energy may maintain schedule to meet the In-Service Date: **October 31, 2022.**

In-Service Date: **November 17, 2023**

Trial Operation date: **December 1, 2023**

Commercial Operation date: **March 31, 2024**

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, through an amendment to this Agreement. CPS Energy shall make Reasonable Efforts to obtain the ERCOT approvals necessary for TSP System outages required to interconnect the Plant to the TSP System pursuant to this Agreement (“ERCOT Outage Approvals”). In the event CPS Energy is unable to obtain the ERCOT Outage Approvals necessary to meet the Time Schedule dates set forth in this Exhibit B, said dates shall be extended for the number of days it takes CPS Energy to obtain the ERCOT Outage Approvals, provided that CPS Energy shall continue to diligently pursue the ERCOT Outage Approvals.

## **EXHIBIT “D”: SECURITY ARRANGEMENT DETAILS**

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) five (5) Business Days after the date upon which CPS Energy 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 a Letter of Credit (as defined below) or other security reasonably acceptable to CPS Energy (“Security Instrument”) for the benefit of CPS Energy in the amounts and for the periods set forth below.

Business Day means 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.

In accordance with Section 8.3 of Exhibit “A”, any repayment or return of such cash deposit shall not include interest.

“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 CPS Energy. CPS Energy shall return the cash deposit to “Generator” in exchange for the Letter of Credit once the Letter of Credit is fully acceptable to CPS Energy.

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 CPS Energy.

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 \$2,247,000 for Design and Procurement	May 31, 2022	5 business days after notification of commercial operations
Additional amount of \$1,989,638 for Construction to bring total to \$4,236,638	October 31, 2022	5 business days after notification of commercial operations

Failure to deliver or maintain the Security Instruments in the amounts and for the periods set forth above shall be deemed a Default under Section 10.6 of the Agreement, notwithstanding any cure period otherwise provided for in Section 10.6.

“Letter of Credit” shall mean an irrevocable, transferable letter of credit, issued by a Generator-selected and CPS Energy-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 or “A3” by Moody’s Investor Service (“Bank”). A Bank approved by CPS Energy for the initial Letter of Credit shall be deemed approved for a

subsequent Letter of Credit absent any adverse change in credit rating between the initial Effective Date and the Effective Date for such subsequent Letter of Credit. An adverse change in credit rating shall be deemed to have occurred if the issuer of the then current Letter of Credit has a credit rating of less than "A-" by Standard & Poor's or "A3" by Moody's Investor Service. 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 "A-" by Standard & Poor's or "A3" by Moody's Investor Service.

If at any time during the term of this Agreement, the CPS Energy-approved bank which has issued the then current Letter of Credit(s) suffers a credit rating reduction to less than "A-" by Standard & Poor's or "A3" by Moody's Investor Service, "Generator" shall replace that Letter of Credit(s) with another Letter of Credit(s) of the same amount and with the same beneficiary from another CPS Energy-approved bank of "Generator's" choice within fifteen Business Days of the date of such reduction in rating. Failure to deliver a replacement Letter of Credit(s) within fifteen Business Days of the date of a reduction in rating shall be deemed a Default under Section 10.6 of the Agreement, notwithstanding any cure period otherwise provided for in Section 10.6.