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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 Shaula Energy Project II, LLC for filing with the Public Utility Commission pursuant to Substantive Rule 25.195(e).

Amendment for filing:

- 1st Amendment to Generation Interconnection Agreement – Amends Exhibit “B,” Exhibit “C” 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”, Exhibit “C” and Exhibit “D” of the Interconnection Agreement ("Agreement"), dated April 27, 2022 by and between the City of San Antonio acting by and through the City Public Service Board ("CPS Energy") and Shaula Energy Project II, LLC. This First Amendment is made and entered into on **November 16** ____, 2022 (“Effective Date”) between CPS Energy and Shaula Energy Project II, 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 "C" attached to the original Agreement is deleted in its entirety and replaced by Exhibit "C" attached to this First Amendment and is hereby added to the Agreement in lieu thereof.

3. 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
Print: Rick Maldonado
Title: VP T&D Engineering and Grid Transformation
Date: November 16, 2022

Digitally signed by Maldonado,
Ricardo (Corporate)
Date: 2022.11.16 13:13:02
-06'00'

SHAULA ENERGY PROJECT II, LLC
By: BP Solar Holding LLC, its sole member

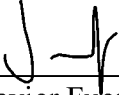
By: 
Print: Javier Fuentes
Title: Vice President
Date: 11/10/2022

EXHIBIT “B”: TIME SCHEDULE

Date by which “Generator” provided notice to proceed with design, procurement and construction security, as specified in Section 4.2 so that CPS Energy may maintain schedule to meet the In-Service Date: April 27, 2022.

Date by which “Generator” must provide notice to proceed for construction, as specified in Section 4.3 so that CPS Energy may maintain schedule to meet the In-Service Date: December 6, 2024.

In-Service Date: April 25, 2025

Trial Operation date: May 30, 2025

Commercial Operation date: May 30, 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, 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.

The dates, times, and costs included in Exhibit B, C, and D are dependent on the Shaula I Energy Project. In the event that delays for the Shaula I Energy Project causes CPS Energy to be unable to meet the Time Schedule dates set forth in this Exhibit B, said dates shall be extended at least for the number of days the Shaula I Energy Project is delayed. In the event that the Shaula I Energy Project is canceled; this agreement shall be amended to account for the project dependencies.

EXHIBIT “C”: INTERCONNECTION DETAILS

1. **Name:** Shaula Solar II (the “Plant”)
2. **Point of Interconnection Location:** The Point of Interconnection is located approximately 63 miles east of the CPS Energy-owned Elm Creek 345 kV Switchyard on the 345 kV Elm Creek to STP transmission circuit 1 owned by CPS Energy. The “Point of Interconnection” shown on Exhibit C1 shall be defined as the point at which the CPS Energy transmission facilities are connected to the Generator facilities. This point is generally stated as the first four-hole pad reached on the last CPS Energy owned Transmission structure outside the GIF.
3. **Delivery Voltage:** 345 kV (nominal)
4. **Number and Size of Generating Units:** The Plant is a photovoltaic facility with one Point of Interconnection to the grid. The Plant will consist of one three-phase generator main power transformer connected to approximately sixty-three (63) 3.257 MVA PV inverter arrays. The Plant nominal rating will be approximately 205.2 MW of AC power at the Point of Interconnection.
5. **Type of Generating Unit:** Photovoltaic
6. **Telemetry Equipment Inputs:** “Generator” shall provide and maintain telemetry originating at the Plant to CPS Energy.
7. **System Protection and Coordination at the Point of Interconnection:** At Generators cost, “Generator” will own, design, install, operate, maintain, and provide settings for protective devices at the “Generators” facilities for the protection scheme that protects the interconnection between the GIF and the TIF. CPS Energy will own, design, install, operate, maintain, and provide settings for protective devices at CPS Energy facilities for the protection scheme that protects the interconnection between the GIF and the TIF. “Generator” and CPS Energy will provide fully redundant protection systems. “Generator” interconnection protection shall use protective relays and devices compatible with CPS Energy protective relays and devices. CPS Energy reserves the right to specify relay types and setting requirements for interconnection with the BES. CPS Energy may require submittal of operational and relay one-line diagrams, relaying schematics, relay types, proposed settings and equipment short circuit parameters for review and approval. The Parties will review the applicable protection settings to verify proper coordination between

“Generator” and CPS Energy. If “Generator” or CPS Energy finds that any settings do not coordinate, “Generator” and CPS Energy agree to make changes so that settings coordinate. Once the Parties are satisfied that the settings coordinate, the Parties will provide each other an email or written statement stating that the protection system settings coordinate between the Parties. Once the plant is in operation, the Parties agree to notify each other in advance of any protection equipment, design, or setting changes that may impact the protection system coordination between the Parties. The Parties may request to review existing protection schemes and settings to verify continued coordination. Each Party should respond to the data request within 30 days.

8. **Generator Interconnection Facilities to be furnished by “Generator”:** At “Generator’s” cost, “Generator” will operate and maintain a complete generation facility including, but not limited to, inverter arrays, one three-winding main power transformer, protective devices, and other transformers and associated foundations, the terminating structure(s), all relays necessary for the protection, synchronization and coordination of the generators, generator auxiliary equipment and all facilities up to the Point of Interconnection, including 345 kV disconnect switches and/or breakers and ground grid connections.

9. **Site work and service to be furnished by “Generator”:**

To maintain the dates laid out in Exhibit B, “Generator” must provide the following services by **January 12, 2024**.

- “Generator” must provide boundary survey and topographical survey CADD files to CPS Energy for use in design by CPS Energy or CPS Energy Engineering Consultants. “Generator” will provide all metes and bound descriptions, exhibits and maps necessary for creation of all easements and required for transfer of the land to CPS Energy. CADD files shall be georeferenced (NAD83 Texas South Central US Survey feet) and delivered in both .dwg and .dgn formats.
- “Generator” will provide all metes and bounds descriptions, exhibits and maps necessary for creation of all easements and required for transfer of the land to CPS Energy.

To maintain the dates laid out in Exhibit B, “Generator” must provide the following services by **December 6, 2024**.

- All necessary federal, state, local permits, zoning, and platting requirements of the county or governing jurisdiction.
- Stormwater Pollution Prevention Plan (SWPPP), to include CPS Energy’s switchyard within the “ultimate site” of the “Generator’s” SWPPP plan.
- Filing, posting, and maintaining all necessary documents, Notice of Intent (NOI) and Notice of Termination (NOT) to the local MS4 operator and the TCEQ as required.
- “Generator” shall be responsible for the installation, maintenance, inspection, and removal of all SWPPP Best Management Practice (BMP) necessary for the construction of CPS Energy’s switchyard within the “Generator’s” site.
- “Generator” will be responsible for maintenance of the access road and all CPS Energy easements, that they are accessible 24/7 and safely traversable in all weather conditions.

10. **Transmission Service Provider Interconnection Facilities to be furnished by CPS**

Energy: At CPS Energy’s cost, CPS Energy shall own, construct, design, procure, install, repair, operate, test, and maintain the addition of new 345 kV facilities including, but not limited to, bus-work, supports, structures, circuit breakers, disconnect switches, Supervisory Control And Data Acquisition (SCADA) and ERCOT Polled Settlement (EPS) metering, telemetry and communication facilities, relays and other equipment necessary for protection and coordination, controls, and wiring all as necessary to provide an interconnection between “Generator’s” generation facilities and the TSP System. At CPS Energy’s cost, CPS Energy will own, construct, design, procure, install, repair, operate, test, and maintain the connection from CPS Energy’s equipment to the Point of Interconnection. This includes all hardware assemblies associated with the connection from the GIF to the TIF that is owned by CPS Energy. The total transmission line length from the GIF to the TIF shall not exceed 1 mile.

11. **Access to Transmission Service Provider Facilities:** “Generator” must coordinate with CPS Energy in order for “Generator” personnel to gain escorted access to the TIF. “Generator” must provide reasonable notice and reason for access to CPS Energy when access is required.

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) twenty (20) 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 a Letter of Credit (as defined below), parent guarantee from a guarantor with at least an investment grade credit rating, deposit or other form of financial security reasonably acceptable to TSP (“Security Instrument”) for the benefit of TSP in the amounts and for the periods set forth below.

“Investment grade” signifies a relatively low risk of default. Rating agencies such as Moody’s, Standard & Poor’s, and Fitch use different designations to identify a credit quality rating. Credit ratings are considered “investment grade” when they have been assigned a BBB- or higher (by Standard & Poor’s or Fitch) or a Baa3 or higher (by Moody’s). Credit ratings below these ratings are considered low credit quality.

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 include no 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 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.

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:

Maximum Stated Amount	Effective Date	Expiration Date
Initial amount of \$2,046,000 for Design and Procurement provided	April 27, 2022	20 business days after notification of commercial operations
Provided additional amount of \$889,000 for Construction to bring total to \$2,935,000	April 27, 2022	20 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 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 or “A3” by Moody’s Investor Service (“Bank”). A Bank approved by TSP 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 TSP-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 TSP-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.