



## **Filing Receipt**

**Filing Date - 2024-03-25 04:39:28 PM**

**Control Number - 35077**

**Item Number - 1765**



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

March 25, 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 Gaia Solar, LLC (24INR0140 and 24INR0141), dated February 28, 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

This Amendment No. 1 to the ERCOT Standard Generation Interconnection Agreement dated as of November 8, 2023 ("Agreement") by and between Oncor Electric Delivery Company, LLC ("Transmission Service Provider"), and **Gaia Solar, LLC** ("Generator"), is made this 28th day of February 2024.

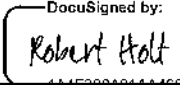
In consideration of the mutual promises and undertakings herein set forth and other good and valuable consideration, the parties herby agree to amend the Agreement as follows:

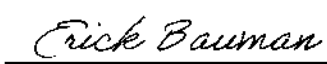
1. Exhibit "C" Trinidad Switch – Montfort Switch 138 kV Transmission Line Changes and Additions section to the Agreement is hereby deleted in its entirety and replaced with the attached Exhibit "C" Trinidad Switch – Montfort Switch 138 kV Transmission Line Changes and Additions section.
2. Exhibit "E" Security Arrangement Details to the Agreement is hereby deleted in its entirety and replaced with the attached Exhibit "E" Security Arrangement Details.
3. Except as provided above, the Agreement will remain in effect in accordance with its terms.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 1 to be signed by their duly authorized representatives, in duplicate originals, each of which shall constitute and be an original effective amendment to the Agreement.

ONCOR ELECTRIC DELIVERY COMPANY  
LLC

GAIA SOLAR, LLC

By:   
1A4F380A21AA462...

By: 

Name: Robert Holt

Name: Erick Bauman

Title: Director, Transmission Services

Title: Managing Director

Date: 2/28/2024 | 5:30:52 PM PST

Date: 02.28.2024

## **Exhibit “C”**

### **Interconnection Details**

#### **1.1 Trinidad Switch – Montfort Switch 138 kV Transmission Line Changes and Additions**

To provide service to the Customer’s generating facility it will be necessary to modify a single-circuit 138 kV transmission line. The work required to place the Customer’s generating facility via the Company Olympus Switch within the Trinidad Switch - Montfort Switch 138kV transmission line includes removing four (4) H-frame transmission structures, installing six (6) 138 kV full tension, self-supporting, single-circuit angle structures, four (4) 138 kV double circuit tangent transmission structures, ten (10) spans of conductors, two (2) spans of 48 count optical ground wire (“OPGW”) and eight (8) spans of 3/8” EHS shield wire and terminating them at the station dead-end structures inside Olympus Switch. The OPGW fiber optic cable will be terminated at splice boxes located at both Company first transmission dead-end turning structures outside of Olympus switch and station dead-end structures.

The two (2) spans of 0.546” OPGW shield wire will be a single multi-fiber optic cable with 1300/1550 nm single-mode fibers, 48 fibers minimum (24 fibers per tube), to be used for future primary and redundant line relaying. Company will install and own fiber optic splice boxes to be located at the base of each of the Company dead-end structures located outside of Olympus Switch.

The right-of-way in which the new lines are to reside will need to be procured by the Customer. Company has not included the cost associated with the purchase and procurement of any right to construct this line in the estimated cost.

## Exhibit "E"

### Security Arrangement Details

Effective on or before **November 8, 2023**, 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 notifications 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 i) 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, or ii) a cash deposit, in the amount as set forth below. Generator shall have the right to replace an existing security with another form of security that meets the requirements of this Exhibit E.

"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 and/or cash deposit shall provide surety to TSP on the following effective dates in the amounts set forth below:

<u>Effective Date</u>	<u>Surety Amount</u>
On or before November 8, 2023	\$15,108,547