



Filing Receipt

Filing Date - 2024-05-07 02:54:44 PM

Control Number - 35077

Item Number - 1811



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

May 7, 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 Second Amendment to the Standard Generation Interconnection Agreement between Oncor Electric Delivery Company LLC and Core Solar SPV I LLC (Rodeo Solar) (19INR0103), dated April 15, 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

**ERCOT STANDARD GENERATION
INTERCONNECTION AGREEMENT**

CORE SOLAR SPV I, LLC

**GINR 19INR0103
RODEO SOLAR**

Amendment No. 2

AMENDMENT NO. 2

ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT

GINR 19INR0103 – RODEO SOLAR

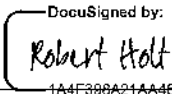
This Amendment No. 2 (“Amendment”) to the ERCOT Standard Generation Interconnection Agreement, dated August 20, 2019, between Oncor Electric Delivery Company LLC (“TSP”), a Delaware limited liability company, and Core Solar SPV I LLC (“Generator”), is made and entered into this 4/15/2024 day 5:59:01 PM PDT, 2024 between TSP and Generator, collectively referred to hereinafter as the Parties. In consideration of the mutual promises and undertakings herein set forth, the Parties hereby agree to amend the Agreement as follows:

1. The Exhibit “B” to the Agreement is hereby deleted in its entirety and replaced with the Exhibit “B” attached hereto and made a part hereof.
2. The Exhibit “E” to the Agreement is deleted in its entirety and replaced with the Exhibit “E” attached hereto and made a part hereof.
3. Except as otherwise expressly provided herein , the Agreement shall continue in full force and in effect in accordance with its terms.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 2 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

CORE SOLAR SPV I, LLC

By: 
DocuSigned by:
1A4F388A21AA462...

By: 
Claudia Morrow (Apr 15, 2024 13:24 CDT)

Name: Robert Holt

Name: Claudia Morrow

Title: Director, Transmission Services

Title: SVP, Corporate Development

Date: 4/15/2024 | 5:59:01 PM PDT

Date: Apr 15, 2024

Exhibit “B” Time Schedule

Date by which Generator provided notice to proceed with design, procurement, and construction and provided security, as specified in Sections 4.2 and 4.3, so that TSP may maintain schedule to meet the In-Service Date: **August 23, 2019**

In - Service Date(s): **November 15, 2025**

Scheduled Trial Operation Date: **December 1, 2025**

Scheduled Commercial Operation Date: **May 1, 2026**

Date TSP submitted the Metering Design Proposal to ERCOT: **May 15, 2025**

Date by which Generator will provide its proposed protection system design to TSP in accordance with Attachment 3 to Exhibit “C”: **May 15, 2025**

Date by which Generator will provide its proposed protection system device settings and other information to TSP in accordance with Attachment 3 to Exhibit “C”: **August 15, 2025**

Date by which Generator will provide its proposed names of its equipment, as referenced in Exhibit “C”, to TSP: **March 15, 2025**

Date by which Generator will complete coordination with TSP for the latitude and longitude location of the POI structure, so that TSP may maintain schedule to meet the In-Service Date: **October 15, 2024**

Date by which TSP must take ownership or possession of the deed or easement(s), in accordance with Exhibit “C”, for property for the Transmission line to Generator, so that TSP may maintain schedule to meet the In-Service Date: **August 15, 2025**

Date by which Generator will provide to TSP site drawings showing the proposed routes and locations of all generating units, transmission lines, distribution lines, and roads planned to be constructed by Generator: **January 15, 2025**

Date by which Generator will provide to TSP the Latitude and Longitude of all solar panel generating units: **May 15, 2025**

Date by which Generator will have in place the communication facilities specified in Exhibit C: **October 15, 2025**

Date by which Generator will provide its design of the facilities and operating scheme to comply with the reactive power requirements specified in Exhibit C, when the plant is not generating real power into the ERCOT grid: **May 15, 2025**

Date by which Generator will provide its design of the facilities to comply with the unit reactive power requirements specified in Exhibit C, when the plant is generating real power into the ERCOT grid: **May 15, 2025**

Date by which Generator will make contact with TSP to provide a contact for TSP Right of Way coordination: **March 14, 2025.**

Date by which TSP will provide preliminary exhibits for the deeds/easements/rights of way for the Transmission Line to Generator, pursuant to Exhibit C, so that TSP may maintain schedule to meet the In-Service Date: **April 11, 2025**

Date by which TSP will provide final exhibits for the deeds/easements/rights of way for the Transmission Line to Generator, pursuant to Exhibit C, so that TSP may maintain schedule to meet the In-Service Date: **May 23, 2025**

Date by which Generator will have its transmission line dead end structure at the Point of Interconnection installed and ready for TSP line termination (jumper installation from Generator's line to TSP's line termination to be installed by Generator) as specified in Exhibit "C": **October 15, 2025**

Date by which the Generator will have the Generator breaker(s), system protective equipment (including fiber termination and testing), and any equipment necessary for station to station relaying and SCADA communications installed and ready for acceptance and functional trip testing with TSP to ensure proper functioning: **October 15, 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".

Exhibit “E”
Security Arrangement Details

Effective on or before **May 15, 2024**, 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 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 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, in the amount as set forth below. “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 or “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.

As of the Effective Date of the original SGIA , the Irrevocable Standby Letter of Credit provided surety to TSP in the amount of \$7,100,000.00 (seven million one hundred thousand dollars).

If any part of the TIF is completed prior to the In-Service Date as part of another generation interconnection project, the amount of the security required hereunder may, in TSP's sole discretion, be reduced from \$7,100,000 to the amount required to secure the remaining TIF to be constructed in accordance with this Agreement.

Effective on or before May 15, 2024 due to part of the TIF being completed prior to the In-Service Date from another generation project, the new security requirement is reduced to \$1,919,138.00.