



## **Filing Receipt**

**Filing Date - 2024-09-03 09:43:39 AM**

**Control Number - 35077**

**Item Number - 1919**



Kipling D. Giles  
[kdgiles@CPSEnergy.com](mailto:kdgiles@CPSEnergy.com)  
Direct: (210) 353-3169

September 3, 2024

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 New Hickory Solar, LLC (formerly known as Old Hickory Solar LLC) for filing with the Public Utility Commission pursuant to Substantive Rule 25.195(e).

Amendments for filing:

- 7<sup>th</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

SEVENTH AMENDMENT  
TO  
GENERATION INTERCONNECTION AGREEMENT

This Seventh Amendment to Generation Interconnection Agreement ("Seventh Amendment") modifies Exhibit "B" and Exhibit "D" of the Generation Interconnection Agreement ("Agreement"), dated June 30, 2020 by and between the City of San Antonio acting by and through the City Public Service Board ("CPS Energy") and New Hickory Solar LLC (formerly known as Old Hickory Solar LLC), as such Agreement was modified pursuant to a First Amendment to Generation Interconnection Agreement between the Parties dated November 18, 2020 ("First Amendment"), was modified pursuant to a Second Amendment to Generation Interconnection Agreement between the Parties dated June 28, 2021 ("Second Amendment"), was modified pursuant to a Third Amendment to Generation Interconnection Agreement between the Parties dated February 18, 2022 ("Third Amendment"), was modified pursuant to a Fourth Amendment to Generation Interconnection Agreement between the Parties dated May 17, 2022 ("Fourth Amendment"), was modified pursuant to a Fifth Amendment to Generation Interconnection Agreement between the Parties dated October 10, 2022 ("Fifth Amendment"), and was modified pursuant to a Sixth Amendment to Generation Interconnection Agreement between the Parties dated December 18, 2023 ("Sixth Amendment"). This Seventh Amendment is made and entered into on August 12, 2024 ("Effective Date") between CPS Energy and New Hickory Solar 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 Sixth Amendment is deleted in its entirety and replaced by Exhibit "B" attached to this Seventh Amendment and is hereby added to the Agreement in lieu thereof.

2. Exhibit "D" attached to the Sixth Amendment is deleted in its entirety and replaced by Exhibit "D" attached to this Seventh 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 Seventh Amendment to be executed in several counterparts, each of which shall be deemed an original, but all shall constitute one and the same instrument.

THE CITY OF SAN ANTONIO ACTING BY  
AND THROUGH THE CITY PUBLIC SERVICE  
BOARD (CPS ENERGY)

By: 

Name: Darrell A. Clifton  
Title: VP Construction and Maint. Services

Date: 8/20/2024

NEW HICKORY SOLAR LLC

By: 

Name: Daniel Shlomi  
Title: Authorized Signatory

Date: 8/12/24

## **EXHIBIT “B”: TIME SCHEDULE**

Date by which “Generator” must provide notice to proceed with design and provide security, as specified in Section 4.2, so that CPS Energy may maintain schedule to meet the In-Service Date: **August 10, 2020.**

Date by which “Generator” must provide all design inputs and have CPS Energy review approval (one (1) week to review) in order to resume design activities after being on hold: **February 18, 2022.**

Date by which “Generator” must provide notice to proceed with procurement and provide security for long lead materials (SSVT and Wave Trap), as specified in Section 4.2, so that CPS Energy may maintain schedule to meet the In-Service Date: **April 29, 2022.**

Date by which “Generator” must provide notice to proceed with procurement and provide security for remaining materials, as specified in Section 4.2, so that CPS Energy may maintain schedule to meet the In-Service Date: **October 07, 2022.**

Date by which “Generator” must provide construction security, as specified in Section 4.3, so that CPS Energy may maintain schedule to meet the In-Service Date: **December 05, 2022.**

Date by which “Generator” must provide payment detailed in Exhibit F associated with project delay: **December 15, 2023.**

Date by which “Generator” must provide notice to commence construction and have complete civil work necessary to allow CPS Energy to access site and begin physical on-site work to maintain schedule to meet the In-Service Date: **December 22, 2023.**

Date by which “Generator” must provide additional construction security associated with higher than planned costs for materials and labor from when the original interconnection agreement was signed so that CPS Energy may maintain schedule to meet the In-Service Date: **November 01, 2024.**

In-Service Date: January 30, 2026

Trial Operation date: February 28, 2026

Commercial Operation date: July 15, 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.

## **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 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) or other security reasonably acceptable to TSP (“Security Instrument”) for the benefit of TSP 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 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:

<b>Maximum Stated Amount</b>	<b>Effective Date</b>	<b>Expiration Date*</b>
Initial amount of \$1,328,642 for Design	August 10, 2020	20 business days after notification of commercial operations
Additional amount of \$300,000 for Long Lead Materials Procurement to bring total to \$1,628,642	April 29, 2022	20 business days after notification of commercial operations
Additional amount of \$4,156,570 for Remaining Materials Procurement to bring total to \$5,785,212	October 07, 2022	20 business days after notification of commercial operations
Additional Amount of \$5,132,779 for Construction to bring total to \$10,917,991	December 05, 2022	20 business days after notification of commercial operations
Additional Amount of \$4,275,346 for Construction to bring total to \$15,193,337	November 01, 2024	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.