



Filing Receipt

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

September 11, 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 Fifth Amendment to the Standard Generation Interconnection Agreement between Oncor Electric Delivery Company LLC and Armadillo Solar Center, LLC (21INR0421), dated August 14, 2024, for filing at the Public Utility Commission pursuant to Substantive Rule 25.195(h).

Oncor Electric Delivery has redacted certain financial information located in Exhibit D.

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. 5
ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT
GIR 21INR0421 – Armadillo Solar Center, LLC
(Armadillo Solar)

This Amendment No. 5 (“Amendment”) to the ERCOT Standard Generation Interconnection Agreement, dated February 2, 2021 (“Agreement”) is made and entered into this 14 day of August, 2024 between Oncor Electric Delivery Company LLC, a Delaware limited liability company (“Transmission Service Provider” or “TSP”) and Armadillo Solar Center, LLC (“Generator”), collectively referred to herein as the “Parties”. In consideration of the mutual promises and undertakings set forth herein, the Parties hereby agree to amend the Agreement as follows:

- 1. Exhibit “B”, Time Schedule, to the Agreement is deleted in its entirety and replaced with the Exhibit “B”, Time Schedule, attached hereto and made a part hereof.
- 2. Exhibit “D”, Notice and Electronic Funds Transfer Information of the ERCOT Standard Generation Interconnection Agreement, to the Agreement is deleted in its entirety and replaced with the Exhibit “D”, Notice and Electronic Funds Transfer Information of the ERCOT Standard Generation Interconnection Agreement, attached hereto and made a part hereof.
- 3. Exhibit “E”, Security Arrangement Details, to the Agreement is deleted in its entirety and replaced with the Exhibit “E”, Security Arrangement Details, attached hereto and made a part hereof.
- 4. Except as otherwise expressly provided for herein, the Agreement shall continue in full force and effect in accordance with its terms.

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

ONCOR ELECTRIC DELIVERY COMPANY
LLC
DocuSigned by:
BY: Robert Holt
1A4F380A21AA02...
NAME: Robert Holt
TITLE: Director, Transmission Services
DATE: 8/14/2024 | 11:57:46 AM PDT

ARMADILLO SOLAR CENTER LLC
Signed by:
BY: Chad Horton
9F365481C47D407...
NAME: Chad Horton
TITLE: Vice President, Development
DATE: 8/13/2024 | 12:59:15 PM PDT

Exhibit "B"
Time Schedule

Interconnection Option chosen by Generator (check one): X Section 4.1.A. or Section 4.1.B

If Section 4.1.B is chosen by Generator, the In-Service Date(s) was determined by (check one): (1) N/A good faith negotiations, or (2) N/A Designated by Generator upon failure to agree.

Date by which Generator provided notice to proceed with design and procurement and provided security, as specified in Section 4.2, so that TSP may maintain schedule to meet the In-Service

Date: **February 8, 2021**

Date by which Generator provided notice to commence construction and provided security, as specified in Section 4.3, so that TSP may maintain schedule to meet the In-Service Date: **February 14, 2022**

Date by which Generator must provide additional security and notice to proceed, as specified in Section 4.3, so that TSP

may maintain schedule to meet the In-Service Date: **December 2, 2024**

In - Service Date(s): **December 4, 2025**

Scheduled Trial Operation Date: **July 1, 2026**

Scheduled Commercial Operation Date: **December 31, 2026**

Date by which TSP will submit the Metering Design Proposal to ERCOT: **June 4, 2025**

Date by which Generator will provide its proposed protection system design to TSP in accordance with Attachment 3 to Exhibit "C": **June 4, 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": **September 4, 2025**

Date by which Generator will provide its proposed names of its equipment, as referenced in Exhibit "C", to TSP: **April 4, 2025**

Date by which Generator will make contact with TSP to provide a contact for TSP Right of Way coordination: **November 15, 2023**

Date by which Generator will provide preliminary exhibits for the deeds/easements/rights of way for Revolution Switch, the associated transmission lines, and All-Weather Road pursuant to Exhibit C, so that TSP may maintain schedule to meet the In-Service Date: **December 15, 2023**

Date by which Generator will provide final exhibits for the deeds/easements/rights of way for Revolution Switch, the associated transmission lines, and All-Weather Road pursuant to Exhibit C, so that TSP may maintain schedule to meet the In-Service Date: **January 17, 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 TIF, so that TSP may maintain schedule to meet the In-Service Date: **May 13, 2024**

Date by which Generator must have removed or relocated any existing Generator or third party underground and aboveground facilities from the property where the Revolution Switch will be constructed to a location acceptable to TSP and have caused any existing Generator or third party easements on such property to be terminated, as referenced in Exhibit "C": **March 15, 2024**

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: **February 4, 2025**

Date by which Generator will provide to TSP the Latitude and Longitude of all solar panel generating units: **June 4, 2025**

Date by which Generator will have in place the communication facilities specified in Exhibit C: **October 21, 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: **June 4, 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: **June 4, 2025**

Date by which Generator will make contact with TSP to select the tap position of Generator's main power transformer(s) pursuant to Exhibit C: **June 4, 2025**

Date by which Generator will have its final transmission Point of Interconnection structure and Jumpers installed to the TSP's Transmission Line 4 hole pad connectors: **October 3, 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: **November 4, 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 "D"
Notice and Electronic Funds Transfer Information of the ERCOT Standard Generation Interconnection Agreement

(a) Dispatch Center Communications:

If to Transmission Service Provider:

Fax number at TSP control center:
(214) 273-6884

24/7 Telephone at TSP control center:
(214) 743-6897

If to Generator [see the provisions of Exhibit B, Exhibit C, section 12(b) and Exhibit C, section 6(d)(i)]:

Fax number at Generator Control Center:
(760) 660-6435

Off Premise Exchange Number for Generator Control Center: (760) 660-6435

Other Generator Control Center 24/7 Number:
(760) 464-6988

(b) Notices of an administrative nature:

If to Transmission Service Provider:

Oncor Electric Delivery Company LLC
Attn: Robert Holt
777 Main Street, Suite 707
Fort Worth, Texas 76102
Phone: 817-215-5812
E-mail: Robert.Holt@oncor.com

If to Generator:

Armadillo Solar Center, LLC
Attn: Asset Management, Interconnection
282 Century Place, Ste. 2000
Louisville, CO 80027
Phone: 303-444-3020
E-mail: acedlegalnotices@aes.com,
AESCE_IC@aes.com,
AESCEAssetManagement@aes.com,
aescenerccompliance@aes.com

(c) Notice for statement and billing purposes:

If to: Transmission Service Provider
Oncor Electric Delivery Company LLC
Attn: Robert Holt
777 Main Street, Suite 707
Fort Worth, Texas 76102
Phone: 817-215-5812
E-mail: Robert.Holt@oncor.com

If to Generator:
Armadillo Solar Center, LLC
Attn: Accounting
282 Century Place, Ste. 2000
Louisville, CO 80027
Phone: 303-444-3020
E-mail: AESCE_IC@aes.com,
AESCEAssetManagement@aes.com,
CEaccounts@aes.com

(d) Information concerning Electronic Funds Transfers:

If to: Transmission Service Provider
JPMorgan Chase Bank

Houston, Texas

ABA No. [REDACTED]

For credit to:

Oncor Electric Delivery Company LLC

Account No. [REDACTED]

If to Generator:

KeyBank

127 Public Square

Cleveland, Ohio, 44114

ABA No. [REDACTED]

For credit to:

Armadillo Solar Center, LLC

Account No. [REDACTED]

Exhibit "E"

Security Arrangement Details

Effective on or before **February 8, 2021**, Generator caused to be established (the date of such establishment shall be the "Effective Date") under the DSA, and, as of the effective date of this Agreement, shall at all times through the earlier of (i) five (5) business days after the date upon which TSP receives written notification 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 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 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 shall provide surety to TSP on the dates and in the cumulative amounts set forth in the following schedule:

<u>Effective Date</u>	<u>Surety Amount</u>
As of February 8, 2021	\$4,086,825
As of February 14, 2022	\$9,081,832
As of December 4, 2024	\$10,833,691