



Filing Receipt

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March 11, 2025

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 First Amendment to Generation Interconnection Agreement by and between Heritage Solar, LLC and the City Public Service Board of San Antonio, TX ("CPS Energy") for El Patrimonio Solar for filing with the Public Utility Commission pursuant to Substantive Rule 25.195(e).

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Kipling D. Giles", written over a light blue rectangular background.

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 December 11, 2023 by and between the City of San Antonio acting by and through the City Public Service Board ("CPS Energy") and Heritage Solar, LLC. This First Amendment is made and entered into on March 5th 2025 ("Effective Date") between CPS Energy and Heritage 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 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: Perez, LeeRoy Digitally signed by Perez, LeeRoy
Date: 2025.03.07 11:56:40 -08'00'
Print: LeeRoy Perez
Title: VP T&D Engineering &
Grid Transformation
Date: March 07, 2025

HERITAGE SOLAR, LLC


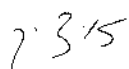
By:  
Print: Oren Nussbaum Itzhak Mermelstein
Title: Authorized representatives
Date: March 05, 2025

EXHIBIT “B”: TIME SCHEDULE

Date by which “Generator” must provide notice to proceed with design and procurement and provide security, as specified in Section 4.2 so that CPS Energy may maintain schedule to meet the In-Service Date: **December 11, 2023.**

Date by which “Generator” must provide notice to proceed with civil ground works construction and provide security, as specified in Section 4.3 so that CPS Energy may maintain schedule to meet the In-Service Date: **March 10, 2025.**

Date by which “Generator” must provide notice to proceed with electrical construction and provide security, as specified in Section 4.3 so that CPS Energy may maintain schedule to meet the In-Service Date: **May 01, 2026.**

In-Service Date: **December 4, 2026**

Trial Operation date: **December 29, 2026**

Commercial Operation date: **March 30, 2027**

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 "C": INTERCONNECTION DETAILS

1. **Name:** El Patrimonio Solar (the "Plant")
2. **Point of Interconnection Location:** The Point of Interconnection is located approximately 2.60 miles North from the existing CPS Energy substation (Trumbo). 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 where the first four-hole pad reached on the last CPSE Energy owned Transmission structure outside the GIF.
3. **Delivery Voltage:** 138 kV (nominal)
4. **Type of Generating Unit:** PV Solar
5. **Number and Size of Generating Units:** The Plant is a solar project with one Point of Interconnection to the grid with nominal plant rating of 150.00 MW of AC power at the Point of Interconnection, consisting of thirty-seven (37) Sungrow SG4400UD-MV PV solar inverter arrays each rated for 4.158 MW .
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 and communication equipment 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 and communication equipment 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, communication equipment and other protection devices compatible with CPS Energy protective relays, communication equipment and other protection devices. CPS Energy reserves the right to specify relay types, communication equipment and protection setting requirements for interconnection with the CPS Energy 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.

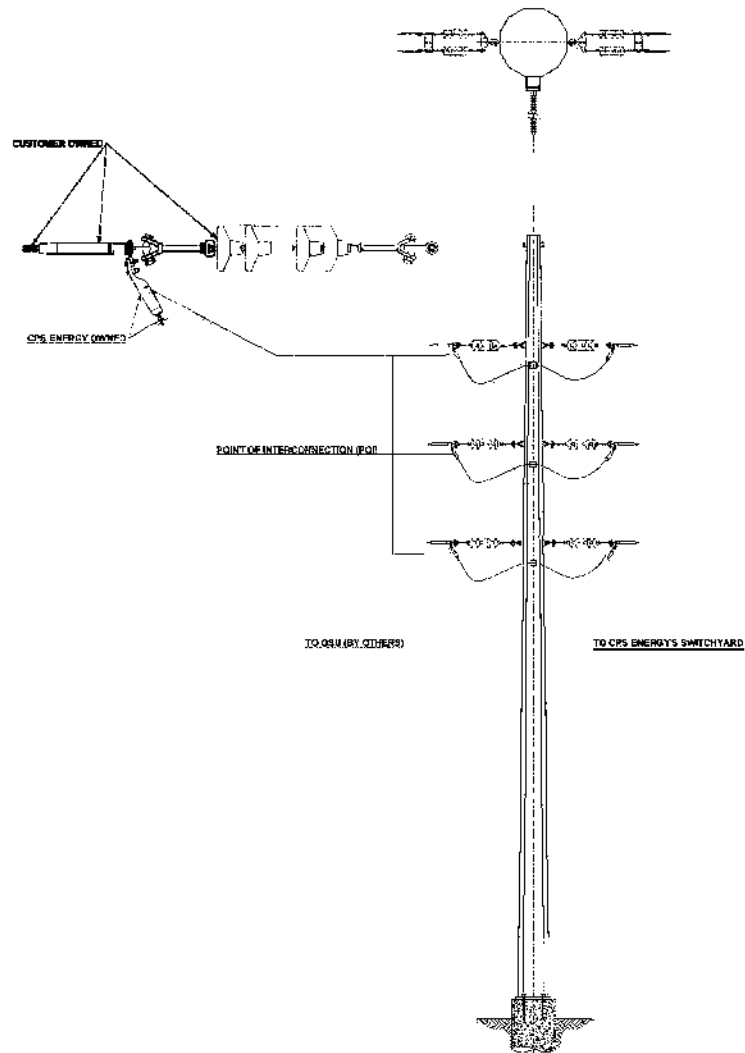
8. **Generator Interconnection Facilities to be furnished by “Generator”:** At “Generator’s” cost, “Generator” will operate and maintain a complete generation facility including, but not limited to, PV solar arrays, one three-winding main power transformers, protective devices, and other transformers 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 138 kV disconnect switches and/or breakers and ground grid connections.
9. **Right-of-way Property and Switchyard Property** “Generator” may accomplish providing the necessary right-of-way property and switchyard property as described in Exhibit “A” Section 4.1 by providing easement rights to CPS Energy for the applicable right of way property and/or switchyard property.
10. **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 8, 2023**.
 - “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. CADD files shall be georeferenced (NAD83 Texas South Central US Survey feet) and delivered in both dwg and dgn formats.
 - Geotechnical Testing (for foundation design and soil resistivity) in accordance to CPS Energy’s specifications.

- “Generator” will provide metes and bounds descriptions, exhibits and maps for properties on which the right-of-way property and switchyard property will be located to CPS Energy for the creation of all easements and required for transfer of the land to CPS Energy.

“Generator” will work with CPS Energy to finalize all metes and bounds descriptions, exhibits and maps necessary for all easements and required for transfer of the land to CPS Energy after the receipt of CPS Energy design information.

11. **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 new 138 kV switchyard including, but not limited to, bus-work, supports, structures, ground grid covering the switchyard, security fencing surrounding the switchyard, 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.
12. **Access to Transmission Service Provider Facilities:** “Generator” does not require access to the TIF.

EXHIBIT "C1": POINT OF INTERCONNECTION DETAILS



CPS Energy's last structure before Generator's facility

EXHIBIT "C2": TIF ONE-LINE DIAGARM

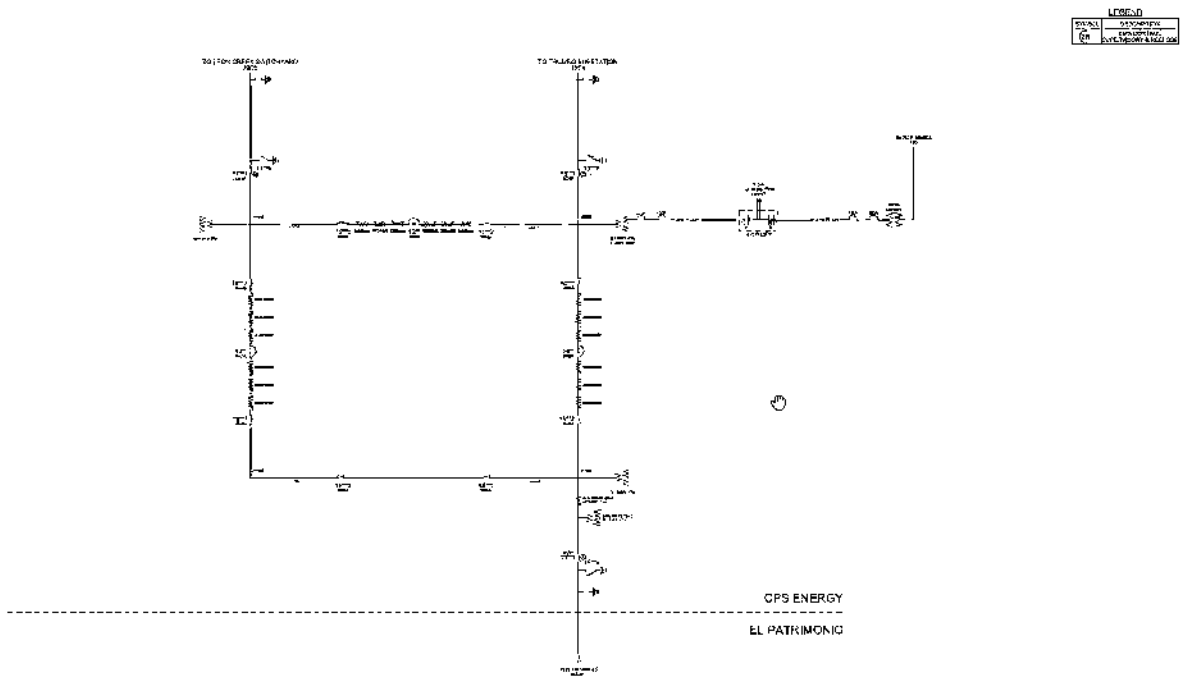


EXHIBIT “D”: SECURITY ARRANGEMENT DETAILS

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 CPS Energy 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 CPS Energy (“Security Instrument”) for the benefit of CPS Energy 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 not include 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 CPS Energy. CPS Energy shall return the cash deposit to “Generator” in exchange for the Letter of Credit once the Letter of Credit is fully acceptable to CPS Energy.

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 CPS Energy.

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 \$4,360,000 for Design and Procurement	This date matches Exhibit B	5 Business Days after notification of Commercial Operations
Additional amount of \$8,680,000 for Procurement and civil ground works Construction to bring total to \$13,040,000	March 10, 2025	5 Business Days after notification of Commercial Operations
Additional amount of \$3,240,000 for electrical Construction to bring total to \$16,280,000	May 1, 2026	5 Business Days after notification of Commercial Operations

Due to the nature of the subject of this Agreement, the Parties may mutually agree to change the dates and times of Exhibit B and Exhibit D, through an amendment to this Agreement.

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 CPS Energy-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 CPS Energy 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 CPS Energy-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 CPS Energy-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.

Signatures Confirmation Certificate

Form Identifier: 67c832e97ac1917b840e18a4

Created Date: March 5, 2025, 11:57 AM

Signed Date: March 5, 2025, 1:18 PM

EasyDoc Identifier: 1669286

Page: 1 of 1

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Oren Nussbaum

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Number of Signatures: 1

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Signature Date: March 5, 2025, 1:18 PM

