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**Project No. 35077**

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**First Amendment**

**INTERCONNECTION AGREEMENT**

**Between**

**LCRA Transmission Services Corporation**

**and**

**CED Upton County Solar, LLC**

**May 26, 2017**

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## **FIRST AMENDMENT TO INTERCONNECTION AGREEMENT**

This First Amendment ("Amendment") is made and entered into this 26 day of May, 2017, by and among the LCRA Transmission Services Corporation ("Transmission Service Provider" or "TSP") and CED Upton County Solar, LLC (f/k/a: SP-TexasSun2, LLC) ("Generator"), collectively referred to hereinafter as the Parties:

**WHEREAS**, the Transmission Service Provider and the Generator entered into that certain Standard Generation Interconnection Agreement executed October 29, 2015 (the "Agreement");

**WHEREAS**, Generator has provided to TSP, notice of the change in name of Generator from SP-TexasSun2, LLC to CED Upton County Solar, LLC;

**WHEREAS**, the Agreement states that Generator will build a Plant comprised of a solar generation facility containing one hundred ten (110) TMEIC solar inverters rated at 1.667-MW each providing a total approximate plant capacity of 183.3-MW;

**WHEREAS**, Generator notified TSP of a delay in the Commercial Operation date as originally contemplated in the Agreement; and

**WHEREAS**, Generator has submitted to TSP and ERCOT a revised Resource Asset Registration Form ("RARF") indicating a change in the design and proposed capacity of the Plant to a total capacity of 157.5-MW with a scheduled Commercial Operation date of August 15, 2017 and TSP, after having studied the impact of this change, along with Generator, wish to reflect these changes in the Agreement;

**NOW, THEREFORE**, in consideration of the mutual promises and undertakings herein set forth, the Parties agree to amend the Agreement as follows:

1. Exhibit "B" is deleted in its entirety and Exhibit "B" attached to this First Amendment is hereby added to the Agreement in lieu thereof.
2. Exhibit "B" attached to this First Amendment will become effective upon execution of this First Amendment by the Parties.
3. Exhibit "C" Section 4 of the Agreement is deleted in its entirety and replaced with the following:  
"4. Number and size of Generating Units ("The Plant"): The Plant is a solar generation facility with one Point of Interconnection to the grid. The nominal Plant rating will be approximately 180 MW of AC power (with a maximum rating of 157.5 MW based on current plant design) at the Point of Interconnection."
4. Exhibit "C" Section 5 of the Agreement is deleted in its entirety and replaced with the following:  
"5. Type of Generating Unit (Based on current plant design):

Seventy-eight (78) KACO BP2200 TL3 solar inverters rated at 2.0 MW (2.2 MVA) each and one (1) KACO BP1500 TL3 solar inverter rated at 1.5 MW (1.5 MVA) each.”

5. Exhibits “D” and “E” are deleted in their entirety and Exhibits “D” and “E” attached to this First Amendment are hereby added to the Agreement in lieu thereof.
6. Exhibits “D” and “E” attached to this First Amendment will become effective upon execution of this First Amendment by the Parties.

Except as otherwise expressly provided for herein, the Agreement will continue in full force and effect in accordance with its terms.

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.

CED Upton County Solar, LLC

By: Mark Noyes

Signature: [Signature]

Title: President + CEO

Date: 5/24/17

LCRA Transmission Services Corporation

By: Sergio Garza, P.E.

Signature: [Signature]

Title: Vice President, LCRA Transmission Design and Protection

Date: May 26, 2017



**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 must provide notice to proceed with design and procurement and provide security, as specified in Section 4.2, so that TSP may maintain schedule to meet the In-Service Date: **October 30, 2015 - Completed prior to First Amendment**

Date by which Generator must provide notice to commence construction and provide security, as specified in Section 4.3, so that TSP may maintain schedule to meet the In-Service Date: **February 1, 2016 - Completed prior to First Amendment**

In - Service Date(s): **Temporary Tap Connection: June 1, 2017**  
**TSP Substation: August 31, 2017**

Scheduled Trial Operation Date: **June 1, 2017**

Scheduled Commercial Operation Date: **August 15, 2017**

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 EFT Information of the ERCOT Standard Generation**  
**Interconnection Agreement**

(a) All notices of an operational nature shall be in writing and/or may be sent between the Parties via electronic means including facsimile as follows:

If to Transmission Service Provider :

LCRA Transmission Services Corporation  
Attn: Transmission Operations Manager  
Address: P.O. Box 220  
City, State, Zip: Austin, TX 78767  
Operational/Confirmation Fax (512) 385-2146  
24 Hour Telephone (800) 223-7622  
E-mail: bill.hatfield@lcra.org

If to Generator:

CED Upton County Solar, LLC  
c/o Consolidated Edison Development, Inc.  
Attn: Dennis Brennan, Operations Manager  
Address: 100 Summit Lake Drive, Suite 410  
City, State, Zip: Valhalla, NY 10595  
Operational/Confirmation Fax: (914) 993-2121  
24 Hour Telephone: (914) 365-0977  
E-mail: BrennanD@coneddev.com

With a Copy to:

George Germano, Managing Director, Engineering & Asset  
Management  
Consolidated Edison Development, Inc.  
E-mail: GermanoG@coneddev.com  
Phone: (914) 993-2107  
Facsimile: (914) 993-2121

(b) Notices of an administrative nature:

If to Transmission Service Provider :

LCRA Transmission Services Corporation  
Attn: LCRA Transmission Engineering Manager  
Address: P.O. Box 220  
City, State, Zip: Austin, TX 78767  
Fax: (512) 578-4193  
Phone: (512) 578-4149  
E-mail: sergio.garza@lcra.org

If to Generator:

CED Upton County Solar, LLC  
c/o Consolidated Edison Development, Inc.  
Attn: Mark Noyes, President & Chief Executive Officer  
Address: 100 Summit Lake Drive, Suite 410  
City, State, Zip: Valhalla, NY 10595  
Fax: (914) 993-2121  
Phone: (914) 993-2135  
E-mail: NoyesM@coneddev.com

With a Copy to:

James Dixon, Vice President & General Counsel  
Consolidated Edison Development, Inc.  
100 Lake Summit Drive, Suite 410  
Valhalla, NY 10595  
Facsimile: (914) 993-2121  
E-mail: DixonJ@coneddev.com

(c) Notice for statement and billing purposes:

If to Transmission Service Provider :

Company Name (Same as (b) above)  
Attn:  
Address  
City, State, Zip  
Phone: \_\_\_\_\_  
E-mail: \_\_\_\_\_

If to Generator:

Same as (b) above.  
Attn:  
Address:  
City, State, Zip:  
Phone: ; alternative:  
E-mail:

(d) Information concerning Electronic Funds Transfers:

If to Transmission Service Provider :

Bank Information: - To be supplied later

City, State

ABA No

for credit to

Account Name:

Account No.

If to Generator:

Bank Information: - To be supplied later

City, State:

ABA No.

for credit to

Account Name:

Account No.

## **Exhibit "E"**

### **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 cash deposit or other security reasonably acceptable to TSP ("Security Instrument") 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 amounts and for the periods set forth below.

In accordance with Section 8.3 of Exhibit "A", any repayment or return of such cash deposit shall include interest at a rate applicable to customer deposits as established from time to time by the PUCT.

Generator shall provide to TSP a Contribution in Aid of Construction in the amount of **\$91,000** to reimburse TSP's costs for temporary facilities to accommodate the initial temporary tap phase of the TIF. TSP shall invoice Generator for the Contribution in Aid of Construction and Generator shall provide payment within 30 days of receipt of such invoice. Payments by Generator to TSP under this Agreement shall be made in immediately available funds payable to TSP pursuant to wire transfer instructions to be provided by TSP to Generator, or other form of payment acceptable to TSP.

Failure to deliver the Contribution in Aid of Construction in the time period 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.

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.

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>
Security amount of <b>\$3,909,000</b> for Design, and Material Procurement for the TIF	October 30, 2015	December 1, 2018
Additional Security amount of <b>\$2,794,000</b> for Construction of the TIF to bring total Security to <b>\$6,703,000</b>	February 1, 2016	December 1, 2018

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(s) of Credit 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(s) of Credit with another Letter(s) of Credit 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(s) of Credit 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.