

Agreement for Interconnection

AGREEMENT FOR INTERCONNECTION AND PARALLEL OPERATION OF COGENERATION OR SMALL GENERATION INSTALLATION: 20 KW OR LESS

THIS AGREEMENT made this ____ day of _____, _____ by and between _____, hereinafter referred to as the "Member", and Pedernales Electric Cooperative, hereinafter referred to as the "Cooperative," is as follows:

1. Purpose. Member owns or intends to own and/or operate a qualifying electric power generating installation and desires to interconnect and operate such installation in parallel with Cooperative's electric distribution system. This agreement defines the relationship between the Cooperative and Member including terms affecting delivery and sale of electricity as well as reasonable conditions for interconnection and parallel operation.
2. Member's Generating Installation. The generating installation to which this agreement applies is described as:

Make _____
Model _____
Serial # _____
Fuel or Energy Source _____
Nameplate Output Rating _____ kW
Operating Voltage _____ volts
Connection _____ phase
Located at _____

Emergency Contact:

Name _____
Address _____

Phone _____

3. Terms. The Cooperative agrees to use reasonable diligence to provide simultaneous electric service. Interconnection, parallel operation, and sales of electricity will be governed by the Cooperative's Tariff and Business Rules including any and all amendments that may hereafter be approved or ordered by any regulatory authority having jurisdiction, said Tariff and Business Rules including all service rules, regulations, and rates is a part of this agreement of the same extent as if fully set out herein and is on file and available at the Cooperative's office in Johnson City, Texas.
4. Interconnection. Prior to interconnection Member shall have (1) fulfilled all requisites for the provision of electric utility service contained in the Business Rules; (2) provide an interconnection plan and other information; (3) comply with conditions for line extension; (4) provide satisfactory liability insurance; (4) sign and deliver this Agreement; (5) complete construction; (6) comply with laws; (7) give notice of intent to energize; and (8) eliminate

any conditions preventing interconnection. Member warrants to Cooperative that Member's power generating installation is constructed and will be maintained in a safe and reliable condition and will comply with the latest applicable codes.

5. Insurance. Member shall carry satisfactory liability insurance including contractual liability insurance covering indemnity agreements which insures Member against all claims for property damage and for personal injury or death arising out of, resulting from or in any manner connected with the installation, operation, and maintenance of the Member's generating equipment. The Member shall continue to maintain insurance as required by the Cooperative for the interconnection and shall provide proof of such insurance to the Cooperative at its request.
6. Parallel Operation. Member is responsible for installation, safe operation, protection, and maintenance of all equipment and wiring at and beyond the point where Member's conductors contact the Cooperative's conductors. The electrical power generated shall be compatible with Cooperative's standard distribution system at the point of delivery and of such quality that Cooperative's system is not adversely affected. Member shall install and/or pay for a visible break disconnect switch. The Cooperative shall have access to the disconnect switch and meter(s) at all times. The Cooperative's liability is limited in accordance with its tariff and Member agrees to indemnify and hold the Cooperative harmless from all claims except as specified in the tariff.
7. Sales of Electric Service to Member. Member agrees to pay for electric service in accordance with the Cooperative's Interconnect Backup rate. If any tariff or rate is changed by the Cooperative, or by order or consent of any regulatory authority having a jurisdiction thereof whether or not at the request of the Cooperative, such changed tariff, rate/or redefined class of service shall be applicable to service provided hereunder from and after the effective date of such change. Periodically, Cooperative will render to Member a statement of services rendered. Member agrees to pay the total amount shown on such statement within sixteen (16) days from its date. Payment shall be made to Cooperative at its office in Johnson City, Texas.
8. Purchases of Electricity from Member/Producer. Cooperative shall install a single meter for Producer. The Cooperative shall allow the meter to turn both forward and turn backward to register net metering energy consumption or production by the customers during normal monthly (or similar periodic) billing cycles. Net metering of monthly consumption shall be billed to the Producer by the Cooperative at the applicable tariff. Production in excess of consumption by Producer during a monthly billing cycle will be purchased by Cooperative at the avoided cost (fuel cost only, no capacity component).
9. Terms. The acceptance of this instrument by the Cooperative shall constitute an agreement between the Member and the Cooperative which shall continue in force for an initial term of one year and then year to year thereafter from the date service is made available by the Cooperative to the Member. After the initial term this agreement may be terminated by either party giving at least thirty (30) days written notice to the other.
10. Breach. The failure or refusal to perform any obligation contained in this agreement shall constitute a breach of this agreement. The parties shall have such remedies for breach as may be provided for by law or in equity. Notwithstanding any other provision of this agreement, Cooperative may discontinue service if Member has breached any portion of this agreement, failed to make timely payment or otherwise is in violation of Cooperative policies.
11. Entire Agreement. This agreement constitutes the entire agreement between the parties and supersedes all prior agreements between Member and Cooperative for the service herein described, and the Cooperative, its agents and employees have made no representations, promises, or made any inducements, written or verbal, which are not

contained herein. Member agrees that it is not relying on any statements not herein contained.

12. Assignment. This agreement shall not be assigned by Member except in accordance with the Articles, By-laws, and rules and regulations of Cooperative. This agreement shall inure to the benefit of Cooperative's assigns.

13. Interconnection Cost. Member agrees to pay for extension of Cooperative's facilities and other interconnection costs as follows:

\$ _____ in advance of any work by the Cooperative;

or

\$ _____ per month as an increased monthly minimum over and above the applicable minimum stated in the Cooperative's tariff.

14. Receipt of Policy. Member acknowledges receipt of a copy of the Cooperative's policy on interconnection.

Pedernales Electric Cooperative, Inc.

BY: _____

Member:

BY: _____

The State of Texas
County of _____

BEFORE ME, the undersigned authority, on this day personally appeared
_____, _____, of the
(Name) (Title)
_____, known to me to be the person
(Organization)
whose name is subscribed to the foregoing instrument and acknowledged to me that he executed
the same as the act and deed of the _____
(Organization)
as _____, thereof, and for the purposes and consideration
(Title)
therein expressed. GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of
_____, ____.

Notary Public in and for

_____, County, Texas