



QUALIFYING RENEWABLE GENERATING
INSTALLATION/INTERCONNECTION AGREEMENT
(OUTPUT ≤ 50 KW)

MEMBER/APPLICANT INFORMATION

Owner/Operator Name: _____

Physical Address: _____

Mailing Address (if different): _____

City: _____ County: _____ State: _____ Zip Code: _____

Phone Number: _____ Alternate Number: _____

Email Address: _____

GVEC Account#: _____

RENEWABLE ENERGY DEALER/CONTRACTOR

Company: _____

Mailing Address: _____

City: _____ County: _____ State: _____ Zip Code: _____

Contact Person: _____ Phone Number: _____

License# _____

Email Address: _____

TYPE OF GENERATING FACILITY _____ Photovoltaic _____ Other

SYSTEM INSTALLATION DATE _____

PV GENERATOR DATA

Total Number of Panels: _____

PV Panel Manufacturer: _____

Inverter Manufacturer/Model: _____

Rated Output per panel _____ **Watts** Total DC

Output _____ **Kilowatts**

***One-Line drawings should show the most current drawing(s) available as of the signing of this installation/interconnection agreement. GVEC and Renewable Generator/Owner agree drawing(s) may be updated to meet design changes that occur during construction. Renewable Generator/Owner understands and agrees that any changes that substantially affect the protective or functional requirements required by GVEC will need to be reviewed and accepted in writing by GVEC.

This Installation/Interconnection Agreement (“Agreement”) is made and entered into this day of _____, 20____, by Guadalupe Valley Electric Cooperative, Inc., (“GVEC”). A corporation organized under the laws of Texas, and _____ (“Member”), each hereinafter sometimes referred to individually as “Party” or both referred to collectively as “Parties”. In consideration of the mutual covenants set forth herein, the Parties agree as follows.

1. **Scope of Agreement** – This Agreement contains the terms and conditions under which GVEC, and the Member agree that the Member may interconnect to GVEC’s electric power distribution system a single renewable generating installation that is a qualifying facility not to exceed an output of 50kW (the “Installation”). The Installation may contain more than one section of PV panels or inverter, so long as the Installation uses only one dual register meter and one monitoring meter. The interconnection shall follow the diagrams in Appendix A, unless GVEC agrees in writing to an alternative arrangement or the system was installed prior to October 1, 2020.
2. **Establishment of Point of Interconnection** – The point where the electric energy leaves the wires or facilities provided by the Member and enters the wires or facilities owned by GVEC is the “Point of Interconnection”. (The point of interconnection will be made at GVEC’s source side of the dual register meter.) GVEC and the Member agree to interconnect the Installation at the Point of Interconnection in accordance with GVEC’s rules, regulations, by-laws, and tariffs (collectively, “Rules”).
3. **Responsibilities of GVEC and the Member** – The Member, at its own cost and expense, will be fully responsible for the Installation. This means the Member will be responsible for hiring a licensed contractor to install, operate, maintain, repair, and inspect the Installation. GVEC Home or other licensed contractors may be hired by the Member to perform these services. Regardless of which licensed contractor the Member hires, the Member agrees to require the Installation to be designed, installed, operated, and maintained in accordance with the Rules and specifications provided by the National Electrical Safety Code, the National Electrical Code, and any other applicable requirement. The Member will notify GVEC of any emergency or hazardous conditions or occurrences with the Member’s Installation that could affect safe operation of the GVEC electric power distribution system or other GVEC facilities.

GVEC may notify the Member if there is evidence that the Installation’s operation causes disruption or deterioration of service to other customers served by GVEC or if the Installation’s operation causes damage to GVEC facilities. Upon such notice, the Member shall immediately take all reasonable actions to avoid further disruption, deterioration, or damage. Any such notice is voluntarily made by GVEC and is not required by this Agreement. As described in Section 5 below and without limiting its generality, the Member shall be responsible for any harm caused by, among other things, equipment failure related to the Installation.

4. **Modifications** – Either Part may undertake reasonable modifications to its facilities; provided that the Member shall not increase the output of its Installation or make other material changes or modifications to the configuration or operation of its Installation or the interconnection facilities without the prior written consent of GVEC. In the event the Member plans to undertake a modification that reasonably may be expected to impact GVEC’s electric power distribution system, the Member shall provide GVEC with enough information (for example, capacity, nameplate, output, etc.) regarding such modifications so that GVEC can evaluate the potential impact of such modification prior to commencement of the work. If any additions or modifications are made to the Installation or interconnection facilities, an amendment to this Agreement shall be executed specifying these changes.

5. Limitation of Liability and Indemnification

- a. THE MEMBER SHALL ASSUME ALL LIABILITY FOR AND SHALL INDEMNIFY GVEC AND ITS MEMBERS, TRUSTEES, DIRECTORS, OFFICERS, MANAGERS, EMPLOYEES, AGENTS, REPRESENTATIVES, AFFILIATES, AND SUCCESSORS AND ASSIGNS FOR AND SHALL HOLD THEM HARMLESS FROM AND AGAINST ANY CLAIMS, LOSSES, COSTS, AND EXPENSES OF ANY KIND OR CHARACTER TO THE EXTENT THAT THEY RESULT FROM THE MEMBER'S NEGLIGENCE, WRONGFUL CONDUCT, OR EQUIPMENT FAILURE IN CONNECTION WITH THE DESIGN, CONSTRUCTION, INSTALLATION, OPERATION, OR MAINTENANCE OF THE INSTALLATION. SUCH INDEMNITY SHALL INCLUDE, BUT IS NOT LIMITED TO, FINANCIAL RESPONSIBILITY FOR (A) MONETARY LOSSES; (B) REASONABLE COSTS AND EXPENSES OF DEFENDING AN ACTION OR CLAIM; (C) DAMAGES RELATED TO DEATH OR INJURY; (D) DAMAGES OF PROPERTY; AND (E) DAMAGES FOR THE DISRUPTION OF BUSINESS.
- b. GVEC and the Member shall each be responsible for the safe installation, operation, maintenance, repair, and condition of their respective lines, wires, switches, or other equipment or property on their respective sides of the Point of Interconnection. GVEC does not assume any duty to inspect the Member's lines, wires, switches, or other equipment or property and will not be responsible therefore.
- c. The Member's Installation shall be equipped with protective features designed to prohibit connection to a de-energized electrical circuit owned and operated by GVEC.
- d. A manual lockable disconnect must be installed between the Member's Installation and the GVEC electric power distribution system.
- e. A new homeowner shall sign an Interconnection Agreement (new-renewable change of tenant) if they purchase a home with an Installation. The Member shall be responsible for notifying the new homeowner of this requirement.

6. Right of Access – GVEC may send an employee, agent, or contractor to the premises of the Member at any time whether before, during, or after the time the Installation first produces energy to inspect the Installation and observe the Installation's setup, commissioning (including any testing), startup, operation, and maintenance.

At any time, GVEC shall have access to the Member's premises for any reasonable purpose regarding the interconnection described in this Agreement, the Rules, or to provide service to its members.

7. Disconnection of Installation – The Member retains the option to disconnect its Installation from GVEC, provided that the Member notifies GVEC of its intent to disconnect by giving GVEC at least thirty (30) days prior written notice.

GVEC shall have the right to disconnect or cause the Member to disconnect the Installation and suspend use of the Installation in cases where continued use of the Installation will endanger persons, property, or affect the integrity of the GVEC electric power distribution system. GVEC shall have sole discretion in determining whether the Installation or use of the Installation will endanger persons, property, or affect the integrity of the GVEC electric power distribution system. During a planned outage of GVEC serving the Member, GVEC shall have the right to suspend use of the Installation and disconnect or cause the Member to

disconnect the Installation to affect repairs on the GVEC Distribution System, but GVEC shall make reasonable effort to provide the Member with prior notice.

8. **Monitoring** – GVEC requires that a monitoring “PV” meter slot be provided to measure the full output of the Installation in addition to our GVEC meter (dual register meter).
 - a. GVEC will purchase and install both meters.
 - b. Sample block diagram illustrating a typical installation is shown in Appendix A.
9. **Purchase of Energy by GVEC from the Installation** – Excess energy produced by the Installation may be purchased by GVEC at the then-current GVEC renewable energy rate, which may change from time to time consistent with the Rules. GVEC will not be responsible for any generation curtailments that occur as a result of outages, planned or unplanned.
10. **Current Rate** – At the time of the execution of this Agreement, the current rate GVEC is paying for excess energy produced by an Installation is \$0.074 per kWh. This rate is subject to change in accordance with Section 9 above.
11. **Effective Term and Termination Rights** – This Agreement becomes effective when executed by both Parties and shall continue in effect until terminated. This Agreement may be terminated as follows: (a) The Member may terminate this Agreement at any time by giving GVEC at least thirty (30) days prior written notice; (b) GVEC may terminate upon failure by the Member to generate energy from the Installation within six (6) months after the Installation is energized and interconnected; (c) GVEC may terminate by giving the Member at least sixty (60) days prior notice in the event that there is a material change in an applicable law or regulation or any requirement of GVEC’s wholesale electric suppliers or of any transmission utility, independent system operator, or regional transmission organization having responsibility for the operation of any part of GVEC.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their respective duly authorized representatives.

Member/Owner

BY: _____

TITLE: _____

DATE: _____

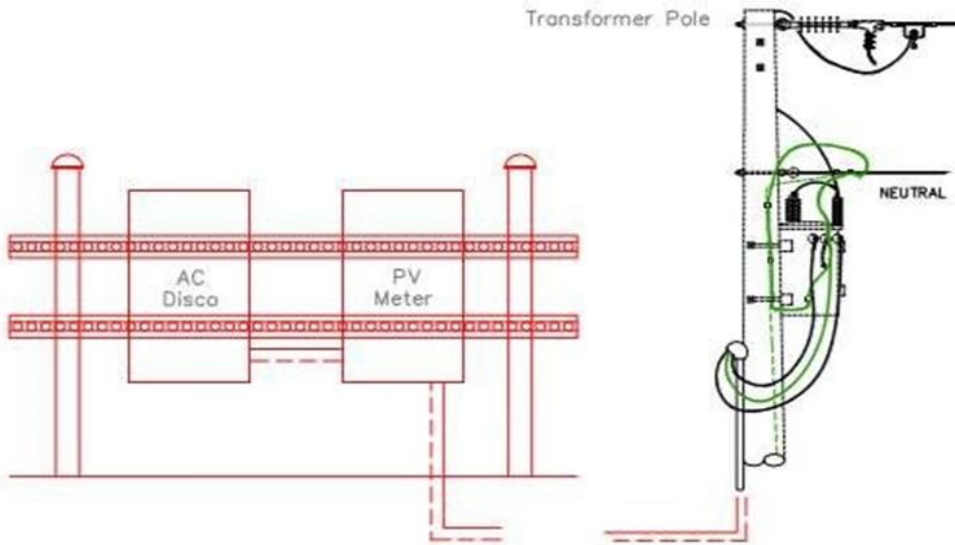
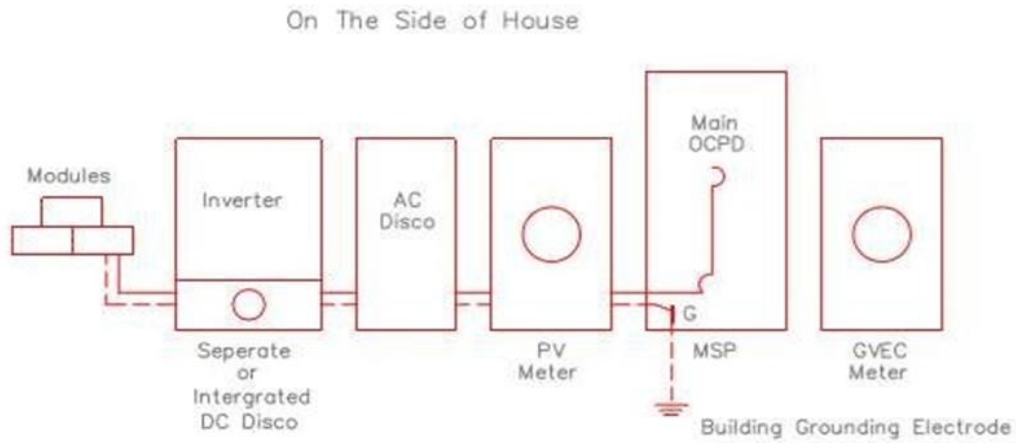
Guadalupe Valley Electric Cooperative, Inc.

BY: _____


TITLE: _____

DATE: _____

Appendix A



Ground mount installation.
 Equipment MAY NOT be mounted to
 Transformer pole. Must Mount all equipment
 to Ground mount racking or stand alone rack.

| | | | |
|---|------------|------------|------------|
| GUADALUPE VALLEY ELECTRIC COOPERATIVE | | | |
| Solar Design for Interconnection Agreement | | | |
|  Delivering more.™ | | TYPICAL DG | |
| DATE | REVISED BY | DATE | REVISED BY |
| 05-25-2019 | GB | | |