

RENEWABLE ENERGY CONTRACTOR APPLICATION

RENEWABLE ENERGY DEALER/CONTRACTOR Company Name: Federal ID: Billing Address: City: State: Zip: Office Number: _____ Direct Number: Email Address: Contact Person: LICENSE HOLDER/ELECTRICIAN Company: Mailing Address: Street/PO Box: Suite: City: _____ County: ____ State: ____ Zip Code: _____ License Holder: _____ Phone Number: _____ Email Address: ____ Electrician License #:_____ **INSTALLATION SERVICES PROVIDED** (please check ALL that apply) Type of Projects: Residential Commercial Services Provided: Photovoltaic Systems: _____ Battery Storage: _____ Generators: _____ EV Chargers: ____ Turbines: ____

Contractor

Guadalupe Valley Electric Cooperative, Inc.

Signature:

Title:

Title:

Date: _____

Date:

The Parties acknowledge that an interconnection packet has been made available for reference.

General Process Outline: Please contact GVEC at interconnection@gvec.org with ANY questions.

Please review and follow the interconnection process outlined below:

1) System Submittals

- a) Establish a Miscellaneous Billing Account Submit Contractor Application, if not already established.
 - i) Contact GVEC Project Processing Department at interconnection@gvec.org.
 - ii) A licensed electrician (license # required on the application) is required to interconnect with GVEC.
- b) Submit the interconnection application for batteries, solar, or both online at https://www.gvec.org/forms/interconnection-agreement/.
 - i) Completed Interconnection Agreement, signed by the home/property owner
 - (1) Online forms must be complete to submit the application and include:
 - (a) Upload the Member signed interconnection agreement.
 - (i) Signature must be an electronically verified, time stamped signature or an original wet signature from the member.
 - (ii) TEXT/TYPED NAMES IN THE SIGNATURE LINE WILL NOT BE ACCEPTED UNLESS ELECTRONICALLY VERIFIED.
 - (2) Upload the system plan set/design, including one-line wire diagram.
 - (a) Specification sheets for String/Micro Inverter(s)
 - (b) Specification sheets for PV Modules
 - (c) Specification sheets for Battery Gateways and Battery Modules
 - (d) One-Line Diagram of PV interconnection including required PV monitoring meter
 - (e) Design must reflect the current National Electric Code
 - (f) Overall Site Plan showing location of equipment in reference to the revenue and monitoring meter sockets
 - (g) NOTE: PV Equipment and PV Disconnect shall not be installed on GVEC poles. All equipment must be outside the utility easement.

2) Interconnection Fees

- a) GVEC will provide an invoice once all required documents are received.
 - i) Notices:
 - (1) Current interconnection processing fees are \$150.00 but are subject to change as GVEC sees fit.
 - (2) Payment instructions will be sent with the invoice via email. Payment can be made online or via mail with a check.
 - (3) Payment must be received before sending the submission to engineering for review.

3) AHJ Permitting

a) The contractor is responsible for obtaining any permits that are required for installation at the location. GVEC will not request proof of permitting but will require proof of passed inspection.

- i) City or municipality permitting must be obtained through that entity. GVEC does not provide permitting for renewable installations.
- ii) NOTE: May be required for installations outside of city limits. Check with the county as well.

4) Authorization to Proceed

- a) After required documents are received and fees are paid, the submission will move to engineering for review.
- b) Engineering does not review or approve system designs outside of the following for utility purposes
 - Reviews equipment on GVEC's side of the point of interconnection to ensure integrity of the grid
 - (1) Upgrades may be required. This usually does not delay installation of the PV system, but delay of installation will be determined on a per case basis.
 - ii) Verifies design includes a PV meter socket and disconnect
- c) GVEC will send an email notification after Engineering reviews the submission. The contractor may proceed with installation after the engineering email is received.
 - i) Notify GVEC at <u>interconnection@gvec.org</u> if any changes in design occur. Changes will be submitted to engineering for approval. The contractor may proceed with installation after receiving a new engineering review email.

5) Construction

- a) Contractor may proceed with installation after engineering review
 - i) Never cut a GVEC meter seal for any reason. This will result in tampering fees.
- b) Reach out to GVEC at 800.223.4832 if a temporary disconnect is needed.
 - i) Notices:
 - (1) Provide at least 24-hours notice when scheduling
 - (2) If the disconnect is for electrical work that requires permitting and inspection, proof of passed inspection will be required before a reconnect will be permitted.
 - (3) Coordinate with the municipality to ensure work and inspection can be completed the same day.
 - (4) Outages and trouble calls take precedence over temporary disconnect/reconnects
- c) Contractor is responsible for installing the required PV monitoring meter socket and a PV disconnect
 - i) Notices:
 - (1) Contractors must verify utility easements for the property.
 - (2) Do not attach any equipment to GVEC poles.
- d) GVEC will provide and install a PV monitoring meter in the required PV meter socket.
 - i) The PV meter is in addition to the existing revenue meter, which is also provided by GVEC.
 - ii) Notices:

- (1) The system should remain off until GVEC's Metering Department installs a monitoring meter.
- (2) The monitoring meter socket should not be bypassed or have a non-GVEC meter installed.

6) Set Monitoring Meter

- a) Submit a monitoring meter request through the link provided in the engineering review email for the specified location.
- b) Provide the following for the meter request:
 - i) Provide any additional notes or comments, if desired.
 - ii) Include proof of passed inspection uploaded/attached to your request.
 - iii) Provide a picture of the solar equipment, referencing the solar system, PV monitoring meter, and existing revenue meter.
 - (1) This may take more than one picture to capture the needed information, depending on the system and primary service set-up.
 - iv) Provide a picture of the PV meter socket without the cover, close enough to verify the wiring inside the meter socket.
 - v) Notice:
 - (1) If the wiring for the PV meter socket will not allow proper operation of the PV monitoring meter, GVEC will not set a meter. Corrections must be made, trip fees paid, and a new meter request submitted.
 - (2) If the technician is unable to set a meter, a \$50.00 trip fee will be invoiced to the contractor.
 - (a) Trip fees must be paid before another meter request will be accepted.
 - (3) Once the monitoring meter is set, GVEC will notify the contractor that interconnection is complete, and the Member may operate the system.
 - (a) GVEC does not commission systems.
 - **(b)** GVEC will not power systems on. If the system is off when we set the monitoring meter, the contractor or member will need to turn the system on.

7) Permission To Operate

- a) GVEC does not provide Permission to Operate letters.
- b) Interconnection is considered complete after GVEC installs the PV monitoring meter.
 - i) The member may operate the system after interconnection is complete.
- Notification will be sent to the contractor and Member when interconnection is complete.

EXAMPLE

THIS INFORMATION WILL BE FILLED OUT IN THE ONLINE APPLICATION. ACTUAL INTERCONNECTION AGREEMENT STARTS ON PAGE 7.

https://www.gvec.org/forms/interconnection-agreement/



SOLAR (PV) SYSTEM INFORMATION (OUTPUT ≤ 50 KW)

MEMBER/APPLICANT INFORMATION

Mailing Address: Street/PO Box: Owner mailing City: address State: Zip: City/ETJ: City or ETJ of system install location County: County where the system is I Phone Number: Homeowner contact # Alt. Phone Number: Email Address: Homeowner email address GVEC Account Number: Account the system will tie to System will tie to System will tie to ENEWABLE ENERGY DEALER/CONTRACTOR Company: Company/Organization Name Mailing Address: Street/PO Box: Contractor mailing/billing Suite: address	Mailing Address: Street/PO Box: Owner mailing City: address State: Zip: City/ETJ: City or ETJ of system install location Phone Number: Homeowner contact # Alt. Phone Number: Email Address: Homeowner email address GVEC Account Number: Account the system will tie to System will tie to ENEWABLE ENERGY DEALER/CONTRACTOR		Physical Address: Street:	·	<u>-</u>	r <u>ty Owner who</u> ocated	-	_
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	City: County: State: Zip Code: Contact Person:direct contact for contractor Phone Number: direct # for contact Email Address:contractor email address Electrician License #:MUST provide license number							
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BATTERY STORAGE INFORMATION (OUTPUT ≤ 50 KW)

MEMBER/APPLICANT INFORMATION

	Owner/Operator Name: _	GVEC Member/Prope	rty Owner who v	vill sign the ag	greement
	Physical Address: Street:	Where the system City	is located	State:	Zip:
	Mailing Address: Street/PC	Box: Owner mailing City:	address	State:	Zip:
	City/ETJ: City or ETJ or	f system install location	County: County v	vhere the syste	m is locat
	Phone Number: Home	owner contact #	Alt. Phone Numbe	r:	
	Email Address: Home	owner email address			
	GVEC Account Number:	Account the system C	OVEC Meter Number		
RENEW	ABLE ENERGY DEALE				
	Company: Company/C	rganization Name			
	Mailing Address: Street/PC	Box: Contractor mailing/l	oilling Suite:	address	
	City:	County:	State:	Zip Code:	
	Contact Person: direct of	contact for contractor	Phone Numbe	er: direct # for	contact
	Email Address: conti	actor email address			
	Electrician License #:	MUST provide license #			
BATTE	RY INFORMATION MUS	ST PROVIDE ALL INFOR	RMATION IN ONL	INE APPLICAT	TION
	Installation Date: Actu	al or proposed install date	<u>e</u>		
	Total Number of Batteries	s: total number of module	es/batteries		
	Battery Chemistry: Lithi	um Ion, Lithium Iron Pho	sphate, etc.		
	System Total Capacity: _	TOTAL Battery Capacity	in kWh for single	battery	kWh
	System Peak Instantaneo	ous Output: TOTAL Outpu	ut in kW for single	battery	kW
	Battery Make: Compar	ny that made the battery			
	Battery Model: Model of	of the battery/modules			<u> </u>
	Includes Battery Cabinet:	Yes	No		



QUALIFYING RENEWABLE GENERATING INSTALLATION/INTERCONNECTION AGREEMENT

This Installation/Interconnection Agreement ("Agreement") is made and entered into this day of Month Day (ex. March 10th), 20______ by Guadalupe Valley Electric Cooperative, Inc., ("GVEC"), a corporation organized under the laws of Texas, and Member Name (the "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 for a single, renewable generating installation and/or battery energy storage system 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 inverters, so long as the Installation uses only one dual register meter, one battery monitoring meter, and one PV monitoring meter. The interconnection shall follow the diagrams in Appendix A, unless (i) GVEC agrees in writing to an alternative arrangement, or (ii) the system was installed prior to October 1, 2024.
- 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 the Member's sole cost and expense, will be fully responsible and liable for the Installation regardless of any review or direction given by GVEC, including but not limited to GVEC's review of the diagrams in Appendix A. The Member will be fully responsible and liable for hiring a licensed contractor to design, install, operate, maintain, repair, and inspect the Installation. Regardless of which licensed contractor the Member hires, the Member agrees to require the Installation to be designed, installed, operated, maintained, repaired, and inspected in accordance with the rules and specifications provided by the National Electrical Safety Code, the National Electrical Code, and any other applicable local, state, and federal laws, regulations, rules, specifications, or requirements. The Member will notify GVEC of any emergency or hazardous conditions or occurrences with the Member's Installation that could affect operation of the GVEC electric power distribution system or other GVEC facilities in any way.

GVEC may notify the Member if there is evidence that the Installation causes or may cause disruption or deterioration of service to other customers served by GVEC or causes or may cause damage to the GVEC electric power distribution system or other GVEC facilities in

any way. Upon such notice, the Member shall immediately take all reasonable actions to avoid any or further disruption, deterioration, or damage, all at the Member's sole cost and expense; provided that if there is an emergency or the Member fails to take immediate action to correct the issue, GVEC may take whatever action GVEC deems necessary in GVEC's sole discretion to remedy the issue and invoice the Member for any costs or expenses incurred by GVEC, including but not limited to reasonable attorney's fees, expert fees, and labor costs within thirty (30) days of receipt of same. Any such notice made by GVEC is voluntarily and GVEC shall have no responsibility to provide such notice and no liability if GVEC fails to provide such notice as notification 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.

The Member will ensure all equipment for the Installation is outside of GVEC's easement area. The Member may not attach any part of the Installation or related equipment to GVEC's infrastructure or equipment, unless a GVEC representative has confirmed in writing that the electric service is disconnected. Neither GVEC nor GVEC's representative is an agent of the Member, has any responsibility to inspect or oversee the Installation, and the Member agrees GVEC has no responsibility for any potentially harmful, dangerous, or damaging conditions caused by the Installation whether or not a GVEC representative was present.

- 4. Modifications Either Party may undertake reasonable modifications to its facilities; provided that the Member shall not increase or decrease the output of the Installation or make other material changes or modifications to the configuration or operation of the Installation or the interconnection facilities without the prior written consent of GVEC, which consent may be given or denied in GVEC's sole discretion. In the event the Member plans to undertake a modification that reasonably may be expected to impact GVEC's electric power distribution system or other facilities, 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 such changes.
- 5. Limitation of Liability, Indemnification, and Release.
 - a. THE MEMBER ASSUMES ALL LIABILITY FOR AND SHALL DEFEND (WITH COUNSEL OF GVEC'S CHOICE), PROTECT, INDEMNIFY AND **HARMLESS GVEC** AND **GVEC'S** MEMBERS, TRUSTEES, DIRECTORS, OFFICERS. MANAGERS. EMPLOYEES. AGENTS. REPRESENTATIVES, AFFILIATES. CONTRACTORS. **AND SUCCESSORS AND ASSIGNS** (COLLECTIVELY, THE "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, LOSSES, COSTS, AND EXPENSES OF ANY KIND OR CHARACTER, INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES, EXPERT FEES, AND COURT COSTS, TO THE EXTENT THAT THEY RESULT IN ANY WAY FROM, WHETHER IN WHOLE OR IN PART, THE INSTALLATION. REGARDLESS OF THE INDEMNIFIED PARTIES' NEGLIGENCE, WRONGFUL CONDUCT, OR **EQUIPMENT FAILURE** CONNECTION WITH THE DESIGN. CONSTRUCTION, INSTALLATION, OPERATION, MAINTENANCE, REPAIR, OR INSPECTION OF THE INSTALLATION, EXCEPT TO THE EXTENT DETERMINED BY A COURT OF COMPETENT <u>JURISDICTION TO HAVE BEEN CAUSED BY THE GROSS NEGLIGENCE OR THE</u> INTENTIONAL MISCONDUCT OF THE **INDEMNIFIED** PARTIES.

- OBLIGATIONS IN THIS SECTION SHALL INCLUDE, BUT ARE NOT LIMITED TO, FINANCIAL RESPONSIBILITY FOR (A) MONETARY LOSSES; (B) COSTS AND EXPENSES OF DEFENDING AN ACTION OR CLAIM; (C) DAMAGES RELATED TO DEATH OR INJURY; (D) DAMAGES RELATED TO ANY PROPERTY; AND (E) DAMAGES FOR THE DISRUPTION OF BUSINESS. THE OBLIGATIONS IN THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.
- b. GVEC and the Member shall each be responsible for the safe installation, operation, maintenance, repair, and condition of their respective lines, wires, switches, batteries, 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. MEMBER STIPULATES THAT IT HAS RELIED AND THAT IT WILL RELY, FOR ALL PURPOSES, SOLELY ON ITS OWN DUE DILIGENCE, REVIEWS, INSPECTIONS, INVESTIGATIONS AND JUDGMENTS CONCERNING THIS AGREEMENT AND THE INSTALLATION, AND ON THE ADVICE OF ITS EMPLOYEES, ATTORNEYS AND OTHER ADVISORS. MEMBER ACCEPTS SOLE RESPONSIBILITY FOR DEFECTS, RISKS AND HAZARDS THAT IT OR ITS CUSTOMERS, REPRESENTATIVES, GUESTS, CONTRACTORS, OR EMPLOYEES MAY ENCOUNTER NOW OR IN THE FUTURE RELATED TO THIS AGREEMENT, AND AGREES THAT GVEC HAS NO DUTY TO WARN OF THOSE DEFECTS, RISKS AND HAZARDS, NOW OR IN THE FUTURE, OR TO TAKE ANY OTHER ACTION IN CONNECTION WITH THOSE DEFECTS, RISKS AND HAZARDS. GVEC HAS MADE AND MAKES NO REPRESENTATIONS, COVENANTS OR WARRANTIES CONCERNING ANY WORK PERFORMED PURSUANT TO THIS AGREEMENT, EXPRESS, IMPLIED, OR STATUTORY. WITHOUT LIMITATION, GVEC HAS MADE AND MAKES NO REPRESENTATIONS, COVENANTS OR WARRANTIES CONCERNING (I) MERCHANTABILITY; (II) FITNESS FOR A PARTICULAR PURPOSE; (III) PHYSICAL OR LEGAL NATURE, QUALITY OR CONDITION, INCLUDING THE SURFACE AND SUBSURFACE SOIL, HYDROLOGY AND GEOLOGY, OF ANY **AREAS** INSTALLATION; (IV) **SUITABILITY** FOR THE OF **ANY** AREAS **PURPOSES** CONTEMPLATED BY THIS AGREEMENT: (V) COMPLIANCE WITH LAWS: AND (VI) THE PRESENCE OF HAZARDS, POLLUTANTS, WASTES, STRUCTURES, OBSTACLES, IMPROVEMENTS, SURFACE ACTIVITIES, AND OTHER RISKS TO PERSON OR PROPERTY IN, ON OR UNDER ANY AREAS. MEMBER'S RIGHTS UNDER THIS AGREEMENT ARE ACCEPTED AS IS, WITH ALL FAULTS, AND IN THEIR PRESENT PHYSICAL AND LEGAL CONDITION AND STATE OF REPAIR. MEMBER RELEASES AND AGREES NOT TO SUE OR BRING ANY OTHER LEGAL OR ADMINISTRATIVE ACTION OR PROCEEDING AGAINST GVEC FOR CLAIMS WITHIN THE SCOPE OF MATTERS FOR WHICH MEMBER HAS DISCLAIMED RESPONSIBILITY, LIABILITY OR OBLIGATION UNDER AGREEMENT. THE RELEASE AND AGREEMENT NOT TO SUE IN THIS SECTION INCLUDES CLAIMS RESULTING FROM OR RELATED TO AN INDEMNIFIED PARTY'S NEGLIGENCE OR STRICT LIABILITY. WHETHER THE NEGLIGENCE OR STRICT LIABILITY IS ACTIVE, PASSIVE, JOINT, CONCURRENT OR SOLE, AS WELL AS CLAIMS RESULTING FROM OR RELATED TO A PRESENT OR SUBSEQUENT CONDITION, DEFECT, RISK OR HAZARD ON, UNDER OR ASSOCIATED WITH GVEC'S LANDS OR FACILITIES, WHETHER PATENT OR LATENT.
- c. The Member's Installation shall be equipped with protective features (maintained at all times in good working order) designed to prohibit connection to a de-energized electrical circuit owned and operated by GVEC, including but not limited to the disconnect set forth in Section 5(d) below.
- d. A manual, lockable disconnect must be installed by the Member between the Member's Installation and the GVEC electric power distribution system and maintained at all times in good working order.

- e. The Member shall be responsible for any new homeowner, lessee, or tenant (the "Occupant") complying with all the Member's obligations hereunder and signing a then-current Interconnection/Installation Agreement with GVEC, each time a new occupant resides in a home with an Installation.
- 6. **Right of Access** GVEC may but has no responsibility to 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 related to the Installation described in this Agreement, the Rules as defined in Section 2 above, 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 and the opportunity to be present when such disconnection occurs.

GVEC in GVEC's sole discretion shall have the right to disconnect or cause the Member to disconnect the Installation, in either case at the Member's sole cost and expense and suspend use of the Installation at any time or for any reason, including but not limited to cases where continued use of the Installation will endanger persons, property, or affect the integrity of the GVEC electric power distribution system. During a planned outage, GVEC shall have the right to suspend use of the Installation and disconnect or cause the Member to disconnect the Installation from GVEC distribution system, but GVEC shall make reasonable effort to provide the Member with prior notice of such disconnection.

- 8. Monitoring Member shall install one (1) meter socket for PV monitoring and one (1) meter socket for battery storage monitoring (when applicable) to measure the output of the Installation. GVEC shall install a revenue meter on GVEC's side of the Point of Interconnection and a monitoring meter on each PV and/or battery storage system(s) where applicable. A sample block diagram illustrating a typical installation is shown in Appendix A.
- 9. Purchase of Energy by GVEC from the Installation The Member agrees to sell GVEC any excess energy produced by the Installation at GVEC 's current wholesale power avoided cost, which is calculated by taking the weighted average of GVEC's wholesale power costs, but only to the extent GVEC desires to purchase such energy in GVEC's sole discretion. GVEC will not be responsible to the Member for any generation or battery storage that does not occur for any reason, including but not limited to outages, planned or unplanned.
- 10. Environmental Attributes and Member Data Unless otherwise claimed by the Member, GVEC shall be permitted to claim and use any environmental attributes, including but not limited to Renewable Energy Credits as defined in 16 Texas Administrative Code § 25.5, related to the Installation. GVEC may register the Installation with the Public Utility Commission of Texas, ERCOT, or other applicable entities as necessary to verify and record the environmental attributes. If required by the applicable entity, GVEC may provide Member data, including but not limited to name, address, phone number, installation

Interconnection Fee will be invoiced when a complete interconnection application is received.

Fee must be paid before interconnection process will begin.

capacity and production amounts. Member agrees to the registration of the Installation and the release of Member data.

- 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 this Agreement for any reason at anytime. In the event of termination, the Member shall disconnect the Installation, at the Member's sole cost and expense, or GVEC may choose to do so at the Member's sole cost and expense.
- 12. Fees: The Member agrees to pay the following fees as part of the interconnection: \$150 for new installations \$50 for renewable rate change/transfer

Note: These fees do not include systems larger than 50 kW. Larger Systems may not be installed until fees are determined and the Installation is approved by GVEC.

- 13. In regard to any dispute raised under this Agreement, which dispute is not resolved within thirty (30) days after the other party receives notice of such dispute, then, within thirty (30) days after the expiration of said thirty (30) day period, GVEC and Member shall each select a disinterested arbitrator and such two arbitrators shall select a third disinterested arbitrator (and if either party fails to select an arbitrator, then the party who timely selected an arbitrator shall select an additional arbitrator, and both arbitrators shall select a third), such three (3) arbitrators being collectively referred to as "the Panel". Notwithstanding the foregoing, the parties may collectively choose a single arbitrator if the parties are able to agree on a single arbitrator, and that arbitrator shall be considered "the Panel." The Panel shall deliberate within sixty (60) days after being empaneled and during such time the parties may submit evidence and/or testimony in support of their positions in compliance with the rules of the American Arbitration Association (the "AAA"), or other similar association if the AAA does not exist. A majority vote of the Panel shall determine the resolution of such dispute in accordance with the rules of the AAA (or other similar association if the AAA does not exist), and all parties shall be bound by such majority decision. GVEC AND MEMBER HEREBY WAIVE ANY RIGHT THEY MAY HAVE TO FILE A LAWSUIT OR SEEK RELIEF UNDER ANY OTHER VENUE OTHER THAN THAT PROVIDED FOR IN THIS SECTION FOR A DISPUTE ARISING OVER THE CONTENT OF THIS AGREEMENT. THE PARTIES UNDERSTAND THAT BY AGREEING TO BINDING ARBITRATION, ALL PARTIES WAIVE THEIR RIGHT TO A TRIAL BY JURY. GVEC and Member will each be responsible for their own costs and expenses related to the arbitration, but they will each pay half of the total arbitration fees.
- 14. 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 that the 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. Systems larger than 50 kW will be assessed on a per-case basis at the time of application.

15. The battery(ies) shall be wired in such a way that they discharge to the maximum possible continuous output of the system.
IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their respective duly authorized representatives.
Member/Owner
BY: Must be physical signature or electronically verified, time stamped signature
TITLE:
DATE:
Guadalupe Valley Electric Cooperative, Inc.
BY:
TITLE:
DATE:

