



Guadalupe Valley Electric Cooperative, Inc.
Renewable Energy Application and Contract

Qualifying Renewable Generating Installation Application
Output<20Kw

MEMBER/APPLICANT INFORMATION

Owner/Operator Name: _____

Physical Address: _____

Mailing Address: _____

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

Phone Number: _____ Alternate Number: _____

Email Address: _____ Fax Number: _____

GVEC Account #: _____

RENEWABLE ENERGY DEALER/CONTRACTOR

Company: _____

Mailing Address: _____

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

Contact Person: _____ Phone Number: _____

Email Address: _____ Fax Number: _____

ELECTRICAL CONTRACTOR (as applicable)

Company: _____

Mailing Address: _____

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

Contact Person: _____ Phone Number: _____

Email Address: _____ Fax Number: _____

TYPE OF GENERATING FACILITY

Photovoltaic _____ Wind _____

Other _____

(Complete all applicable items. Copy this page as required for additional generators)

GENERATOR DATA

Unit Number: _____ Total number of units listed with specifications on site: _____

Manufacturer: _____

Type (synchronous, induction, or inverter): _____

Date of Manufacture: _____

Serial Number (each): _____

Rated Output (for one unit): _____ Kilowatt

Total Output (all units): _____ Kilowatt

1. **Scope of Contract** – This Contract is applicable to conditions under which Guadalupe Valley Electric Cooperative, herein referred to as GVEC, and the Member agree that a single renewable generating installation that is a qualifying facility not to exceed an output of 20kw, herein referred to as Installation and may be interconnected to GVEC’s electric power distribution system.

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 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 (“Rules”).

3. **Responsibilities of GVEC and the Member** – The Member , at its own cost and expense, will install, operate, maintain, repair, inspect, and shall be fully responsible for the Installation. The Member agrees to cause the Installation to be constructed and operated in accordance with the Rules and specifications provided by the National Electrical Safety Code and the National Electrical Code. The Member will notify GVEC of any emergency or hazardous conditions or occurrences with the Member’s Installation, which could affect safe operation of the GVEC Distribution System.

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.

4. **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, 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 of inspecting the Member's lines, wires, switches, or other equipment or property and will not be responsible therefore.
 - c. The Member shall provide written notice to GVEC when the Installation is ready to be energized and GVEC personnel shall inspect and, if deemed in compliance with all GVEC rules, shall energize the Installation.
 - d. 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.
 - e. A manual lockable disconnect must be installed between the Member's Installation and the GVEC Distribution System.
5. **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 Contract, the Rules, or to provide service to its members.

6. **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 Distribution System. It 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 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.

7. **Net Billing – The Billing for a Member under this contract shall reflect the difference between the amount billed under the rate schedule in the Tariffs applicable to the Member and the rate paid by GVEC to the Member for energy produced by the Installation.**

8. **Purchase of Energy by GVEC from the Installation –** Excess energy produced by the Installation may be purchased by GVEC at the current GVEC renewable energy rate.

9. **Current Rate –** At the time of the execution of this contract the current rate GVEC is currently paying for excess energy produced by an Installation is _____. Said rate is subject to change in accordance with item 8 above.

10. **Effective Term and Termination Rights –** This Contract becomes effective when executed by both parties and shall continue in effect until terminated. This Contract may be terminated as follows: (a) The Member may terminate this Contract at any time by giving GVEC at least sixty (60) days prior written notice; (b) GVEC may terminate upon failure by the Member to generate energy from the Installation within six (6) months after completion of the interconnection; (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 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 Contract to be signed by their respective duly authorized representatives.

Guadalupe Valley Electric Cooperative

Member Name

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

March 1, 2008