



**AGREEMENT FOR INTERCONNECTION AND PARALLEL OPERATION:**  
**RENEWABLE WHOLESALE PRODUCER**

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of San Marcos, Texas (hereinafter referred to as the "Producer") and Bluebonnet Electric Cooperative, Inc. (hereinafter referred to as the "Cooperative") is as follows:

1. Purpose. Producer owns or intends to own, install, and/or operate Distributed Generation ("DG") as defined in Section 312 of the Cooperative's Tariff and desires to interconnect and operate such installation in parallel with the Cooperative's electric distribution system. This Agreement defines the relationship between the Cooperative and the Producer with regard to the Producer's DG, including terms affecting the purchase and sale of electricity as well as reasonable conditions for interconnection and parallel operation.

2. Producer's Certification. The Producer certifies that Producer is using renewable resources in DG with an aggregate design capacity equal to or great than 50 kilowatts. Producer certifies that Producer is a Renewable Wholesale Producer as defined in Section 312 of the Cooperative's Tariff. Producer certifies that it will meet all requirement and information reporting requirements and requests by any Governmental Authority and Electric System Authority.

3. Producer's Distributed Generation. The DG to which this Agreement applies is described in the Distributed Energy Resource Interconnection worksheet attached as Exhibit A.

Emergency Contact:

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

4. Terms. The Cooperative agrees to use reasonable diligence to provide simultaneous electric service. Interconnection, parallel operation, and sales and purchases of electricity shall be governed by the Cooperative's Tariff, including any and all amendments that may hereafter be approved or ordered by any regulatory authority. SAID TARIFF INCLUDING ALL SERVICE RULES, REGULATIONS AND RATES IS A PART OF THIS AGREEMENT TO THE SAME EXTENT AS IF FULLY SET OUT HEREIN AND IS ON FILE AND AVAILABLE AT THE COOPERATIVE'S OFFICE IN BASTROP, TEXAS.

5. Interconnection. Prior to interconnection, the Producer shall have (a) fulfilled all requisites for the provision of electric service contained in the Cooperative's Tariff; (b) provided an interconnection plan and other information; (c) complied with the conditions for any facility extension; (d) provided satisfactory liability insurance; (e) signed and delivered this Agreement; (f) completed construction; (g) complied with laws; (h) given notice of intent to energize; and (i) eliminated any conditions preventing interconnection. The Producer warrants to the Cooperative that the Producer's DG is constructed, shall be maintained in a safe and reliable condition, and shall comply with the latest applicable codes.

6. Parallel Operation. The Producer is responsible for installation, safe operation, protection, and maintenance of all equipment and wiring at and beyond the point where the Producer's conductors contact the Cooperative's conductors. The electrical power generated shall be compatible with the Cooperative's standard distribution system at the point of delivery and of such quality that the Cooperative's system is not adversely affected. The Producer shall install and pay for a visible break disconnect switch. The Cooperative shall have access to the disconnect switch and the meter at all times.

The Cooperative's liability is limited in accordance with its Tariff, and TO THE EXTENT PERMITTED BY LAW, AND WITHOUT WAIVING ANY APPLICABLE LIMITATIONS ON LIABILITY OR IMMUNITY UNDER TEXAS LAW, THE PRODUCER AGREES TO INDEMNIFY AND HOLD THE COOPERATIVE HARMLESS FOR ALL CLAIMS ARISING FROM PRODUCER'S ACTIVITIES UNDER THIS AGREEMENT, EXCEPT AS SPECIFIED IN THE TARIFF.

#### 7. Purchases of Electricity from Producer.

The Cooperative will pay on a monthly basis for the energy supplied by Producer to the Cooperative. The rate chosen and paid by the Cooperative to the Producer shall be one of the following:

(1) An agreed upon purchase rates between the Cooperative and the Producer that will be contracted through a purchase power agreement.

Or

(2) Producer's total production settled at the LCRA Load Zone within the real time market in ERCOT;

Or

(3) Producer's kWh output delivered to the distribution grid settled at the LCRA Load Zone within the real time market in ERCOT.

The Cooperative agrees to pay for the metered kWh output returned to the distribution grid at (please select one from the above three options):

**The City selects option (3), "Producer's kWh output delivered to the distribution grid settled at the LCRA Load Zone within the real time market in ERCOT."**

At the discretion of the Cooperative or at the request of the Producer, an annual review of the purchase of electricity from the Producer can be conducted.

The Cooperative may, at certain times and as operating conditions warrant, reasonably refuse to accept part or all of the output of the Producer's DG. Such refusal shall be based on system emergency constraints, special operating requirements, changes in wholesale generation contractual requirements, and adverse effects of the Producer's DG facility on the Cooperative's system or violation by the Producer of the terms of this Agreement. The Cooperative shall not be required to make any purchases that will cause the Cooperative to no longer be in compliance with any applicable contracts or all-power contract requirements with the Cooperative's power

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supplier(s).

8. Sales of Electric Service to Producer. The Producer agrees to pay for Electric Service in accordance with the applicable tariff. If any Tariff or rate is changed by the Cooperative, or by order or consent of any Regulatory Authority having 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 date of such change. The Cooperative shall render monthly a statement to the Producer for electric service, and Producer shall pay the statement in accordance with the applicable provisions of the Tariff.

9. Term. The acceptance of this instrument by the Cooperative shall constitute an agreement between the Producer and the Cooperative which shall continue in force from the date service is made available by the Cooperative to the Producer and shall continue until terminated by either party giving at least thirty (30) days' written notice to the other party.

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 at law or in equity. Notwithstanding any other provision of this Agreement, the Cooperative may discontinue service if the Producer has breached any portion of this Agreement by failure to make timely payment or otherwise.

11. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and supersedes all prior agreements between the Producer and the Cooperative for the service herein described. The Cooperative, its agents and employees have made no representations, promises, or made any inducements, written or verbal, which are not contained herein. The Producer agrees that it is not relying on any statements not herein contained.

12. Assignment. This Agreement shall not be assigned by the Producer except in accordance with the articles, bylaws, and rules and regulations of the Cooperative. This Agreement shall inure to the benefit of the Cooperative's assigns.

13. Applicable Law. This Agreement is deemed executed in the State of Texas and will be construed under the laws of the State of Texas, without regard to its conflict of laws principles. Any legal action for enforcement of or related to this Agreement will be commenced and heard in a District Court of Bastrop County, Texas, and Producer and the Cooperative consent and submit to the jurisdiction and venue of that Court.

14. Receipt of Tariff. Producer acknowledges receipt of the Cooperative's currently-effective Tariff.

BLUEBONNET ELECTRIC  
COOPERATIVE, INC.

PRODUCER

By: \_\_\_\_\_

By: \_\_\_\_\_