



**AGREEMENT FOR INTERCONNECTION AND PARALLEL OPERATION OF DISTRIBUTED  
GENERATION OR SMALL POWER PRODUCTION INSTALLATION  
50KW OR LESS**

CUSTOMER NAME: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

PREMISES OWNER NAME: \_\_\_\_\_

CUSTOMER GENERATING INSTALLATION: The generating installation, referred to hereafter as the Distributed Generation System, ("DG System"), to which this agreement applies is described as follows:

Type of DG System: \_\_\_\_\_

Make: \_\_\_\_\_

Model: \_\_\_\_\_

Serial Number: \_\_\_\_\_

Fuel or Energy Source: \_\_\_\_\_

Operating Voltage: \_\_\_\_\_

Rated kW or Wattage: \_\_\_\_\_

Connection: \_\_\_\_\_ Grid Tie

Installation Address: \_\_\_\_\_

Requested Date of Interconnection: \_\_\_\_\_

**RECITALS**

THIS AGREEMENT is entered into by and between Bryan Texas Utilities ("BTU") and the above named customer ("Customer").

BTU owns and operates a municipal electric utility engaged in the generation, transmission, and distribution of electricity serving the City of Bryan, Texas and portions of Brazos, Robertson, and Burleson Counties, Texas; and

BTU is a not-for-profit, cost of service utility. All fees charged by BTU as detailed in this agreement are to cover costs to BTU.

Customer intends to construct, own, operate, and maintain one or more on-site distributed generation facility(ies) located on contiguous property with a total generating capacity not to exceed 50kW, which will interconnect with BTU's electric distribution system. The parties hereto wish to contract for: the purchase and sale of the electrical output from the DG System; and the terms of its interconnection with the BTU electric distribution system.

### **ESTABLISHMENT OF POINT(S) OF INTERCONNECTION**

BTU and Customer agree to interconnect the DG System in accordance with Public Utility Commission of Texas Substantive Rules 25.211, relating to Interconnection of Distributed Generation, and 25.212, relating to Technical Requirements for Interconnection and Parallel Operation of On-Site Distributed Generation (16 Texas Administrative Code §25.211 and §25.212) or any successor rule addressing distributed generation.

### **SAFETY REQUIREMENT STATEMENT**

There are a variety of interconnection related safety requirements that the DG System installer, the Customer, and BTU must observe. These requirements are intended to ensure that the DG System is designed and installed in a way that:

- is not a safety hazard to utility personnel, equipment or to other customers,
- does not disturb other customers or degrade the quality of the distribution system, and
- provides reliable service to the DG System owner and the utility.

To make certain that these expectations are met, it is critical that BTU understand the characteristics and requirements of the DG System and that the DG System installer and Customer understand and adhere to BTU's requirements.

### **AGREEMENT**

THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereby contract and agree with each other as follows:

- 1. Effective Term and Termination Rights.** This Agreement shall be effective as of the latter date of execution of the two parties (the "Effective Date") and, subject to the other terms of this Agreement, shall continue in effect until terminated. The Agreement may be terminated for the following reasons: (a) Customer may terminate the contract at any time by giving sixty (60) days' written notice of termination to the BTU; (b) BTU may terminate upon failure by Customer to generate energy from Customer's DG System for a period of twelve months; (c) either party may terminate by giving the other party at least sixty days' written notice that the other party is in default of any of the material terms and conditions of the Agreement, so long as the notice specifies the basis for termination and there is reasonable opportunity to cure the default; or (d) BTU may terminate by giving Customer at

least sixty days' written notice if possible in the event that there is a material change in an applicable rule or statute that necessitates termination of this Agreement.

**2. Disconnection of DG System.** Customer retains the option to disconnect from BTU's facilities. Customer shall notify BTU of its intent to disconnect by giving BTU at least thirty days' written notice. Upon termination of this Agreement, Customer shall disconnect all Customer owned DG System facilities which tie to BTU equipment. After such termination and disconnection, Customer shall not reconnect any Customer owned DG System facilities to BTU equipment unless Customer and BTU jointly have executed a separate *Agreement for Interconnection and Parallel Operation of Distributed Generation or Small Power Production Installation*. Subject to PUCT rule, BTU may disconnect the DG System for routine maintenance and repairs of BTU's facilities. BTU shall have the right to suspend service in cases where continuance of services to Customer will endanger persons or property. During an outage of BTU's facilities serving Customer, BTU shall have the right to suspend service to effect immediate repairs of BTU's facilities, but BTU shall use its best efforts to provide Customer with reasonable prior notice.

**3. Operational Standards.** The DG System will be installed at Customer's premises at the address specified above. The DG System shall not have a generation capacity greater than 50kW. Customer shall install, operate and maintain the DG System. The DG System shall be in full and faithful compliance with all applicable federal, state and local laws, ordinances, rules and regulations, and generally accepted industry codes and standards, including, but not limited to, the National Electrical Safety Code. Customer shall promptly notify BTU upon receipt of any citation or other official notice of alleged violation of law concerning the DG System.

**4. Responsibilities of Customer.** Customer warrants and represents that:

- a. The specifications of the DG System are as specified above;
- b. The Customer has obtained inspection of the DG System by BTU, the building inspection department of the applicable municipality, county or other political subdivision having jurisdiction, and is compliant with all applicable building codes;
- c. All equipment used in the DG System and the interconnection with BTU's electric system has been pre-certified in accordance with PUC Substantive Rules §§25.211 and 25.212;
- d. All permits, approvals, and/or licenses necessary for the installation or operation of the DG System will be obtained prior to connection to BTU's electric system; and
- e. The DG System meets all specifications and requirements contained in Exhibit A – "Technical Requirements for Distributed Generation Interconnection for Facilities under 50kW".

Customer shall provide to BTU, prior to Customer connecting its DG System to BTU's electric system and from time to time during this Agreement as requested by BTU, manufacturer's data or other written proof acceptable to BTU, and any other information requested by BTU, to verify the accuracy of the foregoing warranties and representations. If any of the foregoing warranties and representations

should prove to be untrue, or if Customer fails to provide the information requested by BTU, BTU may, in addition to any other available right or remedy, upon written notice to Customer, disconnect the DG System from BTU's electric system and terminate this Agreement.

Customer shall, at its own costs and expense, operate, maintain, repair, and inspect, and shall be fully responsible for its DG System and Customer's interconnection facilities. Customer shall conduct operation of the DG System in compliance with all aspects of the Substantive Rules of the Public Utility Commission of Texas. Customer shall maintain the DG System in accordance with the applicable manufacturer's recommended maintenance schedule. The interconnection of the DG System to BTU's electrical distribution system shall comply with BTU's **Technical Requirements For Distributed Generation Interconnection for Facilities under 10MW**, attached hereto as Exhibit A. Customer shall supply BTU with the technical data and operating scheme of the DG System, preferably prior to Customer's purchase of the DG System, but in any event at a minimum of four (4) weeks prior to installation.

Customer shall design, install, maintain and operate its DG System so as to reasonably minimize the likelihood of a disturbance affecting or impairing BTU's facilities. Customer shall notify BTU of any emergency or hazardous condition or occurrence with the DG System that could affect safe operation of BTU's facilities or other facilities with which BTU is interconnected.

Customer shall provide BTU with at least fourteen days' written notice of a change in ownership or cessation of operations of the DG System.

**5. Responsibilities of BTU.**

- a. BTU shall maintain and operate its facilities so as to reasonably minimize the likelihood of a disturbance affecting or impairing Customer's DG System.
- b. BTU shall notify Customer if there is evidence that operation of Customer's DG System causes disruption or deterioration of service to other utility customers or if the operation of the DG System causes damage to BTU's facilities or other facilities with which BTU is interconnected.

**6. Billing.**

- a. BTU shall measure the electricity flow at one metering point, the billing meter. The billing meter shall measure the electricity consumed by Customer from BTU's electric system and the electricity delivered into BTU's electric system. The metering equipment shall be installed and owned by BTU, and BTU shall read the meter in accordance with its normal meter reading schedule and procedures.
- b. For each billing period, BTU shall compute a bill on the net electrical usage or output. If, for the billing period, electrical output into BTU's electric system exceeds Customer's electric usage such that Customer is a net producer of electricity, BTU shall credit the Customer for the net electrical output of the DG System at the then current Power Supply Adjustment (PSA) rate. If, for the billing period, Customer's electric usage exceeds the electrical output into BTU's electric system, such that Customer is a net purchaser of

electricity from BTU, Customer shall pay for such net electricity consumption at the appropriate BTU ordinance rate in accordance with the terms and conditions set forth in the BTU Electric Service Agreement. Any credit that accrues on the customer's account due to excess generation sold to the grid will remain on the account until the customer requests those funds be returned in the form of a check. The credit must be a minimum of \$150 before a check will be issued, and the customer may request a check no more than twice in any 12 month period. If, upon termination of this Agreement, a credit balance exists on Customer's electric utility account, BTU shall pay Customer the amount of such credit balance within thirty (30) days after termination.

**7. Costs.**

a. **Customer shall be responsible for all interconnection costs of BTU. These costs shall include, without limitation, the cost to install all necessary facilities at the time of interconnection or at some future time, and for any system protection facilities which, in BTU's sole opinion, may be required or prudent in order to interconnect with the DG System and protect the BTU electric system. BTU shall charge Customer \$240 for inspection of the DG system. This fee must be paid prior to the inspection. Should the DG System not pass the initial inspection, additional inspections will be required until the DG System installation is acceptable to BTU. Each subsequent inspection will require an additional \$240 fee to be paid to BTU prior to the inspection taking place. These fees are the responsibility of the Customer, and BTU will not bill the installer on behalf of the Customer.**

\_\_\_\_\_ Initials

Mail Payment To:  
Bryan Texas Utilities  
CO/Energy Management - Solar  
205 E. 28<sup>th</sup> St.  
Bryan, TX 77803

b. BTU shall not be required to take or pay for any electricity generated by the DG System until the DG System successfully passes inspection and Customer shall have reimbursed BTU for all interconnection costs.

**8. System Interruption.** BTU shall not be obligated to accept, and shall have the right to require Customer to temporarily curtail, interrupt, or reduce customer generation and deliveries of electricity in order to construct, install, maintain, repair, replace, remove, investigate, inspect, or test any part of BTU's electric system.

**9. Disconnection Notice.** BTU may disconnect, without notice, the DG System from the electric distribution system, if, in BTU's sole opinion, a hazardous condition exists and such immediate action is necessary to protect persons, BTU's facilities or other customers' facilities from damage or interference caused by Customer's DG System or lack of properly operating protective devices.

**10. Access.** Customer hereby grants BTU unlimited access on and across its property to inspect the DG System and the interconnection facilities, to read or test meter and metering equipment, to operate, maintain and repair BTU's facilities and to disconnect the DG System from BTU's electric system. No inspection by BTU of the DG System or the interconnection facilities shall impose on BTU any liability or responsibility for the operation, safety or maintenance of the DG System or Customer's interconnection facilities.

**11. CUSTOMER SHALL INDEMNIFY, DEFEND AND SAVE HARMLESS BTU, ITS ELECTED AND NON-ELECTED OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, DAMAGES, ACTIONS, SUITS OR DEMANDS FOR DAMAGES (INCLUDING COSTS AND ATTORNEY'S FEES, BOTH AT TRIAL AND ON APPEAL) ARISING OUT OF, RESULTING FROM, OR IN ANY MANNER CONNECTED WITH THE BREACH OF ANY COVENANT, WARRANTY OR REPRESENTATION MADE BY CUSTOMER IN THIS AGREEMENT, OR IN ANY MANNER CONNECTED WITH THE DESIGN, CONSTRUCTION, OPERATION, MAINTENANCE OR REPAIR OF ANY PART OF CUSTOMER'S DG SYSTEM OR INTERCONNECTION FACILITIES, INCLUDING, WITHOUT LIMITATION, LOSSES, CLAIMS, DAMAGES, ACTIONS, SUITS OR DEMANDS FOR DAMAGES FOR OR ON ACCOUNT OF PERSONAL INJURY TO, OR DEATH OF, ANY PERSON, OR DAMAGE TO, OR DESTRUCTION OR LOSS OF, PROPERTY BELONGING TO CUSTOMER, BTU OR ANY THIRD PERSON.**

**12. Material Failure.** A material failure of either party to fully, faithfully and timely perform its obligations under this Agreement shall be a breach of this Agreement. In the event of a breach which is not cured within thirty (30) days after receipt of written notice by the party in default, the party not in default may immediately terminate this Agreement. If Customer fails to make any payment due hereunder, or is otherwise in breach of this Agreement, and such breach continues for thirty (30) days after receipt of written demand from BTU, BTU may immediately disconnect the DG System or otherwise suspend taking electricity from Customer.

**13. Reconnection.** If service is disconnected for any reason, Customer and the DG System shall meet all requirements of this Agreement, including without limitation obtaining any necessary permits and inspections prior to reconnection. All rights granted under this section are in addition to all other rights or remedies available at law or under this Agreement or the applicable BTU Rate Schedules and rules and regulations in effect.

**14.** This Agreement shall inure to the benefit of and be binding upon the heirs, successors, or permitted assigns of each of the parties hereto. Customer may not assign this Agreement without the prior written consent of BTU, which consent may be withheld in BTU's sole discretion. Any assignment without such consent shall be null and void. This contract is non-transferable to subsequent owners or tenants of the property and/or facility covered by this Agreement.

**15.** This Agreement constitutes the entire agreement and understanding between the parties hereto and can be amended only by agreement between the parties in writing. In the event any provision of this Agreement, or any part or portion thereof, shall be held to be invalid, void or otherwise unenforceable, such unenforceable provision shall have no effect on the remaining provisions of this Agreement.

**16.** The failure of either Party to insist upon strict performance of any provision of this Agreement, in any one or more instances, or to take advantage of any of its rights hereunder, shall not be construed as a waiver of any such provision or the relinquishment of any such right or any other right hereunder.

**17.** This Agreement and all disputes arising hereunder shall be governed by the laws of the State of Texas. Venue for all such disputes shall be proper and lie exclusively in Brazos County, Texas.

IN WITNESS WHEREOF, the parties hereto have caused their names to appear below, signed by their authorized representatives.

**BTU**

By: \_\_\_\_\_  
Name: Gary D. Miller  
Title: General Manager  
Date: \_\_\_\_\_

**CUSTOMER**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Edited: October 2020