



## Checklist for Distributed Generation (DG) Application

- Completed and signed DG Application (pages 1-6)
- Completed and signed Interconnect Agreement (pages 7-10)
- Completed and signed Description of Facilities (page 11)
- Completed and signed DG Important Disclosure Form (page 12)
- Completed Site Plan
- One-line Electrical Diagram (single-meter installation)
- Panels, Inverter and Battery (if applicable) Specification Sheets
- DG Application Fee \$750

**Please submit your application one of the following ways:**

**Email to:** [DGApplications@BanderaElectric.com](mailto:DGApplications@BanderaElectric.com)

**By Mail:**

Bandera Electric Cooperative  
Attn: DG Applications  
PO Box 667  
Bandera, TX 78003

**Bring it** to one of our office locations



**APPLICATION FOR INTERCONNECTION & OPERATIONS OF  
MEMBER-OWNED GENERATION**

**This application should be completed and returned to Bandera Electric Cooperative, Inc. in order to begin processing the request for interconnecting Distributed Generation as required by the Cooperative's Tariffs. See BEC Procedures and Guidelines Manual for Member-Owned Distributed Generation for additional information.**

*INFORMATION: This application is used by BEC to facilitate the determination of the required equipment configuration for the Member/Cooperative Point of Interconnection. Every effort should be made to supply as much information as possible.*

**PART 1 - OWNER/APPLICANT INFORMATION**

Member Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Representative: \_\_\_\_\_

Email Address: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Proposed Location of Generator: \_\_\_\_\_

City: \_\_\_\_\_ County: \_\_\_\_\_

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**PART 2 – PROJECT DATA**

**TYPE OF GENERATOR**

Photovoltaic: \_\_\_\_\_ Wind: \_\_\_\_\_ Microturbine: \_\_\_\_\_ Diesel Engine: \_\_\_\_\_

Gas Engine: \_\_\_\_\_ Combustion Turbine: \_\_\_\_\_ Other: \_\_\_\_\_

**ESTIMATED LOAD & GENERATOR RATING INFORMATION**

The following information is necessary to help properly design the Cooperative/Member interconnection.

This information is not intended as a commitment or contract for billing purposes.

Total Site Load (excluding any DG): \_\_\_\_\_ (kW)

% Residential: \_\_\_\_\_ %      % Commercial: \_\_\_\_\_ %      % Industrial: \_\_\_\_\_ %



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Proposed Number of Generating Units: \_\_\_\_\_ Generator Rating: \_\_\_\_\_ (kW)

Proposed Total DG Capacity to be Installed: \_\_\_\_\_ (kW)

Estimated Annual Generation Output: \_\_\_\_\_ (kWh)

*(DG Facility will connect to the BEC System and will potentially export power to the electrical grid)*

**PROPOSED MODE OF DG OPERATION**

Isolated: \_\_\_\_\_

Power Export: \_\_\_\_\_

Paralleling: \_\_\_\_\_

*(DG facility will not connect in any way to the BEC system)*

*(DG facility will connect to the BEC system, but will not export power to the electric grid)*

*(DG facility will connect to the BEC system and will potentially export power to the electric grid)*

**DESCRIPTION OF PROPOSED INSTALLATION AND OPERATION**

Provide a general description of the proposed installation, including a detailed description of its planned location, the date you plan to operate the generator, the frequency with which you plan to operate it and whether you plan to operate it during on or off-peak hours. You may attach additional sheets if necessary.

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**Complete all applicable items. Copy sheets as required for additional generators.**

*SYNCHRONOUS GENERATOR DATA (as applicable)*

Unit Number: \_\_\_\_\_ Total Number of Units with Listed Specifications on Site: \_\_\_\_\_

Manufacturer: \_\_\_\_\_ Type: \_\_\_\_\_

Serial Number: \_\_\_\_\_ Date of Manufacture: \_\_\_\_\_

Rated Output: kW: \_\_\_\_\_ kW Single Phase: \_\_\_\_\_ Three Phase: \_\_\_\_\_ Rated Power Factor: \_\_\_\_\_%

Rated Voltage (Volts): \_\_\_\_\_ V Rated Continuous Current: \_\_\_\_\_ Amperes R.P.M.: \_\_\_\_\_

Field Volts: \_\_\_\_\_ Field Amperes: \_\_\_\_\_ Motoring Power (kW): \_\_\_\_\_

Synchronous Reactance (X'd): \_\_\_\_\_ % on \_\_\_\_\_ KVA base

Transient Reactance (X'd): \_\_\_\_\_ % on \_\_\_\_\_ KVA base



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Subtransient Reactance ( $X'd$ ): \_\_\_\_\_ % on \_\_\_\_\_ KVA base

Negative Sequence Reactance ( $X_s$ ): \_\_\_\_\_ % on \_\_\_\_\_ KVA base

Zero Sequence Reactance ( $X_o$ ): \_\_\_\_\_ % on \_\_\_\_\_ KVA base

Neutral Grounding Resistor (if applicable): \_\_\_\_\_

$I_2^2 t$  or K (Heating Time Constant): \_\_\_\_\_

Additional Information: \_\_\_\_\_

*INDUCTION GENERATOR DATA (as applicable)*

Rotor Resistance ( $R_r$ ): \_\_\_\_\_ ohms    Stator Resistance ( $R_s$ ): \_\_\_\_\_ ohms

Rotor Reactance ( $X_r$ ): \_\_\_\_\_ ohms    Stator Reactance ( $X_s$ ): \_\_\_\_\_ ohms

Magnetizing Reactance ( $X_m$ ): \_\_\_\_\_ ohms    Short Circuit Reactance ( $X'd$ ): \_\_\_\_\_ ohms

Design Letter: \_\_\_\_\_    Frame Size: \_\_\_\_\_

Exciting Current: \_\_\_\_\_ Amperes    Temp Rise (deg C°): \_\_\_\_\_

Reactive Power Required: Vars (No Load) \_\_\_\_\_    Vars (Full Load) \_\_\_\_\_

Additional Information: \_\_\_\_\_

*PRIME MOVER (Complete all applicable items)*

Unit Number: \_\_\_\_\_    Type: \_\_\_\_\_

Manufacturer: \_\_\_\_\_

Serial Number: \_\_\_\_\_    Date of Manufacture: \_\_\_\_\_

H.P. Rated: \_\_\_\_\_ H.P. Max.: \_\_\_\_\_    Inertia Constant: \_\_\_\_\_ lb.-ft.<sup>2</sup>

Energy Source (Hydro, Steam, Wind, etc.) \_\_\_\_\_

**INVERTER DATA (if applicable)**

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

Rated Power Factor (%): \_\_\_\_\_    Rated Voltage (Volts): \_\_\_\_\_    Rated Amperes: \_\_\_\_\_

Inverter Type (Ferroresonant, Step, Pulse-Width Modulation, etc): \_\_\_\_\_

Type Commutation: \_\_\_\_\_ Forced    \_\_\_\_\_ Line

Harmonic Distortion: Maximum Single Harmonic (%) \_\_\_\_\_

Maximum Total Harmonic (%) \_\_\_\_\_

*Note: Attach all available calculations, test reports, and oscillographic prints showing inverter output voltage and current waveforms.*



**GENERATOR FACILITY TRANSFORMER** *(Between generator and utility system if applicable)*

Generator Unit Number: \_\_\_\_\_  
Manufacturer: \_\_\_\_\_ Size (kVA): \_\_\_\_\_  
Serial Number: \_\_\_\_\_ Date of Manufacture: \_\_\_\_\_  
High Voltage: \_\_\_ kV Connection: \_\_\_ delta \_\_\_ wye Neutral solidly grounded? \_\_\_\_\_  
Low Voltage: \_\_\_ kV Connection: \_\_\_ delta \_\_\_ wye Neutral solidly grounded? \_\_\_\_\_  
Transformer Impedance(Z): \_\_\_\_\_ % on \_\_\_\_\_ KVA base.  
Transformer Resistance (R): \_\_\_\_\_ % on \_\_\_\_\_ KVA base.  
Transformer Reactance (X): \_\_\_\_\_ % on \_\_\_\_\_ KVA base.  
Neutral Grounding Resistor (if applicable): \_\_\_\_\_

*POWER CIRCUIT BREAKER (if applicable)*

Manufacturer: \_\_\_\_\_ Model: \_\_\_\_\_ Serial Number: \_\_\_\_\_  
Rated Voltage: \_\_\_\_\_ kV Continuous Current Capability: \_\_\_\_\_ Amperes  
Maximum Interrupting Rating: \_\_\_\_\_ Amperes BIL Rating: \_\_\_\_\_  
Interrupting Medium / Insulating Medium (ex. Vacuum, Gas, Oil, etc. ) \_\_\_\_\_ / \_\_\_\_\_  
Control Voltage (Closing): \_\_\_\_\_ (Volts) \_\_\_ AC \_\_\_ DC  
Close Energy: \_\_\_ Spring \_\_\_ Motor Hydraulic \_\_\_ Pneumatic Other: \_\_\_\_\_  
Control Voltage (Tripping): \_\_\_ (Volts) \_\_\_ AC \_\_\_ DC \_\_\_ Battery \_\_\_ Charged Capacitor  
Trip Energy: \_\_\_ Spring \_\_\_ Motor Hydraulic \_\_\_ Pneumatic Other: \_\_\_\_\_  
Bushing Current Transformers: \_\_\_\_\_ (Max. ratio) Relay Accuracy Class: \_\_\_ Yes \_\_\_ No  
Multi ratio? \_\_\_ Yes \_\_\_ No If Yes, Available Taps: \_\_\_\_\_

**ADDITIONAL INFORMATION AND CONTACTS**

*In addition to the items listed above, please attach a detailed one-line diagram of the proposed facility, all applicable elementary diagrams, major equipment, (generators, transformers, inverters, circuit breakers, protective relays, etc.) specifications, test reports, etc., and any other applicable drawings or documents necessary for the proper design of the interconnection. Also describe the project’s planned operating mode (e.g., combined heat and power, peak shaving, etc.), and its address or grid coordinates.*



PROJECT DESIGN/ENGINEERING (ARCHITECT) *(as applicable)*

Company: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Representative: \_\_\_\_\_

Email Address: \_\_\_\_\_ Fax Number: \_\_\_\_\_

ELECTRICAL CONTRACTOR *(as applicable)*

Company: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Representative: \_\_\_\_\_

Email Address: \_\_\_\_\_ Fax Number: \_\_\_\_\_

**PART 3 - SIGN OFF AREA**

The Member agrees to cooperate with and provide to Bandera Electric Cooperative, Inc. any additional information required to complete the Member-Owned Generation Interconnection process. Further, the Member agrees they shall operate their equipment within the guidelines set forth by Bandera Electric Cooperative, Inc.

\_\_\_\_\_  
Member

\_\_\_\_\_

Date

BANDERA ELECTRIC COOPERATIVE CONTACT FOR

APPLICATION SUBMISSION AND FOR MORE INFORMATION:

Cooperative Contact:   Manager, Engineering



*Bandera Electric Cooperative, Inc.  
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Distributed Generation*

Mailing Address:  
P.O. Box 667  
Bandera, Texas 78003

Phone: 866.226.3372  
Fax: 830.460.3030  
Web site: [BanderaElectric.com](http://BanderaElectric.com)

**For BEC Use Only:**

Date Application Initially Received by BEC: \_\_\_\_\_ By: \_\_\_\_\_

Application Fee Required? \_\_\_ No \_\_\_ Yes \$ \_\_\_\_\_

Application Fee Received? Amount: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

Date Application Deemed Complete: \_\_\_\_\_ By: \_\_\_\_\_

Project Proposed on Substation: \_\_\_\_\_ Feeder: \_\_\_\_\_

**BEC COOPERATIVE AGREEMENT FOR INTERCONNECTION AND PARALLEL  
OPERATION OF DISTRIBUTED GENERATION**

***LONG FORM CONTRACT  
APPLICABLE FOR LOADS GREATER THAN 50 KW AND LESS THAN 1.0MW  
AND/OR NOT OF STANDARD MANUFACTURE AND DESIGN***

This Interconnection Agreement ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Bandera Electric Cooperative, Inc., ("Cooperative"), a corporation organized under the laws of Texas, and \_\_\_\_\_ ("DG Owner/Operator"), each hereinafter sometimes referred to individually as "Party" or both referred to collectively as the "Parties." In consideration of the mutual covenants set forth herein, the Parties agree as follows:

The provisions of the BEC Procedures and Guidelines Manual for Member-Owned Distributed Generation shall be considered to be a part of this contract.

This Agreement does not supersede any requirements of any applicable tariffs in place between the DG Owner/Operator and the Cooperative.

1. **Scope of Agreement** -- This Agreement is applicable to conditions under which the Cooperative and the DG Owner/Operator agree that one or more generating facilities (described in Appendix C) owned by the DG Owner/Operator of between 50kW < Load \_\_\_\_ kW < 1.0MW or less, to be interconnected at \_\_\_\_ kV or less ("Facilities") may be interconnected to the Cooperative's electric power distribution system ("System").

The provisions of the Cooperative's Distributed Generation Manual shall be considered to be a part of this contract.

2. **Establishment of Point of Interconnection** - The point where the electric energy first leaves the wires or facilities owned by the Cooperative and enters the wires or facilities provided by DG Owner/Operator is the "Point of Interconnection." Cooperative and DG Owner/Operator agree to interconnect the Facilities at the Point of Interconnection in accordance with the Cooperative's Rules and Regulations and DG Manual relating to interconnection of Distributed Generation (the "Rules") and as described in the attached Exhibit A. The interconnection equipment installed by the customer ("Interconnection Facilities") shall be in accordance with the Rules as well.
3. **Responsibilities of Cooperative and DG Owner/Operator for Installation, Operation and Maintenance of Facilities** - DG Owner/Operator will, at its own cost and expense, operate, maintain, repair, and inspect, and shall be fully responsible for, its Facilities, unless otherwise specified on Exhibit A. DG Owner/Operator shall conduct operations of its facilities in compliance with all aspects of the Rules, and Cooperative shall conduct



operations of its electric distribution facilities in compliance with all aspects of the Rules, or as further described and mutually agreed to in the applicable Facilities Schedule. Maintenance of Interconnection facilities shall be performed in accordance with the applicable manufacturers' recommended maintenance schedule. The DG Owner/Operator agrees to cause its Interconnection Facilities to be constructed in accordance with specifications equal to or better than those provided by the National Electrical Safety Code and the National Electrical Code, both codes approved by the American National Standards Institute, in effect at the time of construction.

The DG Owner/Operator covenants and agrees to cause the design, installation, maintenance, and operation of, its Interconnection Facilities so as to reasonably minimize the likelihood of a malfunction or other disturbance, damaging or otherwise affecting or impairing the System. DG Owner/Operator shall comply with all applicable laws, regulations, zoning codes, building codes, safety rules and environmental restrictions applicable to the design, installation and operation of its Facilities.

Cooperative will notify DG Owner/Operator if there is evidence that the Facilities' operation causes disruption or deterioration of service to other customer(s) served from the System or if the Facilities' operation causes damage to the System. DG Owner/Operator will notify the Cooperative of any emergency or hazardous condition or occurrence with the DG Owner/Operator's Facilities, which could affect safe operation of the System.

4. **Operator in Charge** - The Cooperative and the DG Owner/Operator shall each identify an individual (by name or title) who will perform as "Operator in Charge" of the facilities and their section of the Interconnection Facilities. This individual must be familiar with this Agreement as well as provisions of other agreements and any regulations that may apply.

#### 5. **Limitation of Liability and Indemnification**

- a. Notwithstanding any other provision in this Agreement, with respect to the Cooperative's provision of electric service to DG Owner/Operator and the services provided by the Cooperative pursuant to this Agreement, Cooperative's liability to DG Owner/Operator shall be limited as set forth in the Cooperative's tariffs and terms and conditions for electric service, which are incorporated herein by reference.
- b. Neither Cooperative nor DG Owner/Operator shall be liable to the other for damages for any act or omission that is beyond such party's control, including, but not limited to, any event that is a result of an act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm, flood, explosion, breakage or accident to any part of the System or to any other machinery or equipment, a curtailment, law, order, or regulation or restriction by governmental, military, or lawfully established civilian authorities.
- c. Notwithstanding Paragraph 5.b of this Agreement, the DG Owner/Operator shall assume all liability for, and shall indemnify Cooperative for, any claims, losses, costs, and expenses of any kind or character to the extent that they result from DG

Owner/Operator's negligence or other wrongful conduct in connection with the design, construction or operation of the Facilities or Interconnection Facilities. 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 to property; and (e) damages for the disruption of business. This paragraph does not create a liability on the part of the DG Owner/Operator to the Cooperative or a third person, but requires indemnification where such liability exists.

- d. Cooperative and DG Owner/Operator 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. The Cooperative, while retaining the right to inspect, does not assume any duty of inspecting the DG Owner/Operator's lines, wires, switches, or other equipment or property and will not be responsible therefore. DG Owner/Operator assumes all responsibility for the electric service supplied hereunder and the facilities used in connection therewith at or beyond the Point of Interconnection.
- e. For the mutual protection of the DG Owner/Operator and the Cooperative, only with Cooperative prior written authorization are the connections between the Cooperative's service wires and the DG Owner/Operator's service entrance conductors to be energized.

**6. Design Reviews and Inspections** - The DG Owner/Operator shall provide to the Cooperative the following documentation and inspection results:

- a. One-Line Diagram. The diagram shall include at a minimum, all major electrical equipment that is pertinent to understanding the normal and contingency operations of the DG Interconnection Facilities, including generators, switches, circuit breakers, fuses, protective relays and instrument transformers.
- b. Testing Records. Testing of protection systems shall be limited to records of compliance with standard acceptance procedures and by industry standards and practices. These records shall include testing at the start of commercial operation and periodic testing thereafter.

**7. Right of Access, Equipment Installation, Removal & Inspection** - The Cooperative may send an employee, agent or contractor to the premises of the DG Owner/Operator at any time whether before, during or after the time the Facilities first produces energy to inspect the Interconnection Facilities, and observe the Facility's installation, commissioning (including any testing), startup, and operation.

At all times Cooperative shall have access to DG Owner/Operator's premises for any reasonable purpose in connection with the interconnection described in this Agreement, the Rules, or to provide service to its customers.

8. **Confidentiality of Information** - Unless compelled to disclose by judicial or administrative process, or by other provisions of law or as otherwise provided for in this Agreement, the DG Owner/Operator and the Cooperative will hold in confidence any and all documents and information furnished by the other party in connection with this Agreement.
9. **Prudent Operation and Maintenance Requirements** - The DG Owner/Operator shall operate and maintain its generation and interconnection facilities in accordance with industry standard prudent electrical practices. The said standards shall be those in effect at the time a DG Owner/Operator executes an interconnection agreement with the Cooperative.
10. **Disconnection of Unit** - DG Owner/Operator retains the option to disconnect its Facilities from the System, provided that DG Owner/Operator notifies the Cooperative of its intent to disconnect by giving the Cooperative at least thirty (30) days' prior written notice. Such disconnection shall not be a termination of the agreement unless DG Owner/Operator exercises rights under Section 13.

DG Owner/Operator shall disconnect Facilities from the System upon the effective date of any termination under Section 13.

Subject to the Rules, for routine maintenance and repairs on the System, Cooperative shall provide DG Owner/Operator with seven (7) business days' notice of service interruption.

Cooperative shall have the right to suspend service in cases where continuance of service to DG Owner/Operator will endanger persons or property. During the forced outage of the System serving DG Owner/Operator, Cooperative shall have the right to suspend service to effect repairs on the System, but the Cooperative shall use its efforts to provide the DG Owner/Operator with reasonable prior notice.

11. **Metering** - Metering shall be accomplished as described in the Cooperative's DG Manual.
12. **Insurance** – Insurance shall be required as described in the Cooperative's DG Manual.
13. **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) DG Owner/Operator may terminate this Agreement at any time by giving the Cooperative sixty days' written notice; (b) Cooperative may terminate upon failure by the DG Owner/Operator to generate energy from the Facilities in parallel within six (6) months after completion of the interconnection; (c) either Party may terminate by giving the other Party at least thirty (30) days prior written notice that the other Party is in default of any of the terms and conditions of the Agreement or the Rules or any rate schedule, tariff, regulation, contract, or policy of the Cooperative, so long as the notice specifies the basis for termination and there is opportunity to cure the default; (d) Cooperative may terminate by giving DG Owner/Operator at least sixty (60) days notice in the event that there is a material

change in an applicable law, or any requirement of the Cooperative's wholesale electric suppliers or any transmission utility, independent system operator or regional transmission organization having responsibility for the operation of any part of the System.

14. **Dispute Resolution** - Each party agrees to attempt to resolve any and all disputes arising hereunder promptly, equitably and in good faith. If a dispute arises under this Agreement that cannot be resolved by the parties within forty-five (45) working days after written notice of the dispute, the parties agree to submit the dispute to mediation by a mutually acceptable mediator. The parties agree to participate in good faith in the mediation for thirty (30) days. If the parties are unsuccessful in resolving their dispute through mediation, then the parties shall submit to arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The venue of such arbitration shall be in the City of Bandera, Texas.
15. **Compliance with Laws, Rules and Tariffs** - Both the Cooperative and the DG Owner/Operator shall be responsible for complying with all applicable laws, rules and regulations, including but not limited to the laws of the state of Texas, and the Cooperative's DG Manual, Tariffs, Rules and Regulations, By-Laws and other governing documents. The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the tariff schedules and rules of the Cooperative as applicable to the electric service provided by the Cooperative, which tariffs and rules are hereby incorporated into this Agreement by this reference. The Cooperative shall have the right to change any rate, classification, service or rule, in the manner allowed by law.
16. **Severability** - If any portion or provision of this Agreement is held or adjudged for any reason to be invalid or illegal or unenforceable by any court of competent jurisdiction then such portion shall be deemed separate and independent, and the remainder of this Agreement shall remain in full force and effect.
17. **Amendment** - This Agreement may be amended only upon mutual agreement of the Parties, which amendment will not be effective until reduced to writing and executed by the Parties.
18. **Entirety of Agreement and Prior Agreements Superseded** - This Agreement, including the Rules and all attached Exhibits and Facilities Schedules, which are expressly made a part hereof for all purposes, constitutes the entire agreement and understanding between the Parties with regard to the interconnection of the facilities of the Parties at the Points of Interconnection expressly provided for in this Agreement. The Parties are not bound by or liable for any statement, representation, promise, inducement, understanding, or undertaking of any kind or nature (whether written or oral) with regard to the subject matter hereof not set forth or provided for herein or in the DG Owner/Operator application, or other written information provided by the DG Owner/Operator in compliance with the Rules. It is expressly acknowledged that the Parties may have other agreements covering other services not expressly provided for herein, which agreements are unaffected by this Agreement.
19. **Force Majeure** -For the purposes of this Agreement, a Force Majeure event is any event:

- (a) that is beyond the reasonable control of the affected party; and
- (b) that the affected party is unable to prevent or provide against by exercising reasonable diligence, including the following events or circumstances, but only to the extent that they satisfy the preceding requirements: acts of war, public disorder, rebellion or insurrection; floods, hurricanes, earthquakes, lightning, storms or other natural calamities; explosions or fires; strikes, work stoppages or labor disputes; embargoes; and sabotage. If a Force Majeure event prevents a party from fulfilling any obligations under this agreement, such party will promptly notify the other party in writing and will keep the other party informed on a continuing basis as to the scope and duration of the Force Majeure event. The affected party will specify the circumstances of the Force Majeure event, its expected duration and the steps that the affected party is taking to mitigate the effect of the event on its performance. The affected party will be entitled to suspend or modify its performance of obligations under this Agreement but will use reasonable efforts to resume its performance as soon as possible.

20. **Assignment** - At any time during the term of this Agreement, the DG Owner/Operator may assign this Agreement to a corporation, an entity with limited liability or an individual (the "Assignee"), provided that the DG Owner/Operator obtains the consent of the Cooperative in advance of the assignment. The Cooperative's consent will be based on a determination that the Assignee is financially and technically capable to assume ownership and/or operation of the DG unit. The company or individual to which this Agreement is assigned will be responsible for the proper operation and maintenance of the unit, and will be a party to all provisions of this Agreement.

21. **Permits, Fees and Approvals** - The Cooperative will have responsibility for the review, approval or rejection of the DG interconnection application. The approval process is intended to ensure that the implementation of the applicant's DG project will not adversely affect the safe and reliable operation of the Cooperative's System. The fees associated with the Application are listed in the most current fee schedule issued by the Cooperative. All fees are to be submitted in the form of a Bank Cashier's check along with the Application, unless other payment terms have been approved in advance by the Cooperative.

22. **Notices** - Notices given under this Agreement are deemed to have been duly delivered if hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, to:

(a) If to Cooperative:

(b) If to DG Owner/Operator:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

The above-listed names, titles, and addresses of either Party may be changed by written notification to the other, notwithstanding Section 17.

- 23. **Invoicing and Payment** - Invoicing and payment terms for services associated with this Agreement shall be consistent with applicable Rules of the Cooperative.
- 24. **Limitations (No Third-Party Beneficiaries, Waiver, etc.)** - This Agreement is not intended to, and does not create, rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties. This Agreement may not be assigned by the DG Owner/Operator without the prior written consent of the Cooperative as specified in Section 20. The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered to waive the obligations, rights, or duties imposed upon the Parties.
- 25. **Headings** - The descriptive headings of the various articles and sections of this Agreement have been inserted for convenience of reference only and are to be afforded no significance in the interpretation or construction of this Agreement.
- 26. **Multiple Counterparts** - This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

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

Bandera Electric Cooperative, Inc.

[DG OWNER/OPERATOR NAME]

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_

**EXHIBIT A: DESCRIPTION OF FACILITIES AND POINT OF INTERCONNECTION**

*DG Owner/Operator will, at its own cost and expense, operate, maintain, repair, and inspect, and shall be fully responsible for its Facilities, unless otherwise specified on Exhibit A.*

**FACILITIES SCHEDULE NO.**

[The following information is to be specified for each Point of Interconnection, if applicable]

1. Name: \_\_\_\_\_
2. Facilities location: \_\_\_\_\_
3. Delivery voltage: \_\_\_\_\_
4. Metering (voltage, location, losses adjustment due to metering location, and other: \_\_\_\_\_
5. Normal Operation of Interconnection: \_\_\_\_\_
6. One line diagram attached (check one): / \_\_\_\_\_ Yes / \_\_\_\_\_ No
7. Facilities to be furnished by Cooperative: \_\_\_\_\_
8. Facilities to be furnished by DG Owner/Operator: \_\_\_\_\_
9. Cost Responsibility: \_\_\_\_\_
10. Control area interchange point (check one): / \_\_\_\_\_ Yes / \_\_\_\_\_ No
11. Supplemental terms and conditions attached (check one): / \_\_\_\_\_ Yes / \_\_\_\_\_ No
12. Cooperative rules for DG interconnection attached (check one): / \_\_\_\_\_ Yes / \_\_\_\_\_ No

Bandera Electric Cooperative, Inc.

[DG OWNER/OPERATOR NAME]

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_



## IMPORTANT DG DISCLOSURES

**THIS DISCLOSURE STATEMENT IS DESIGNED TO HELP YOU UNDERSTAND THE TERMS AND COSTS OF YOUR SOLAR ENERGY SYSTEM. PLEASE CONSULT A TAX ADVISER TO DETERMINE ELIGIBILITY OF YOUR SYSTEM FOR FEDERAL TAX CREDITS.**

### Initials

- \_\_\_\_\_ I understand it is in my best interest to obtain multiple solar quotes from other installation companies.
- \_\_\_\_\_ The solar contractor has explained the cost of my solar system and broken down the cost as \$\_\_\_\_\_.\_\_\_\_\_/Watt (DC) which includes all solar equipment, sales commissions, sales tax, finance, and installation costs.
- \_\_\_\_\_ I have been presented with the estimated annual savings I am expected to save on my electric bill. BEC's energy rates have not increased at the same rate as the rest of Texas and the U.S.
- \_\_\_\_\_ I have been informed and understand BEC provides a flat export rate for any and all energy exported to the grid by my solar system regardless of time of day the energy is exported or the amount of energy consumed from the grid.
- \_\_\_\_\_ I understand BEC **does not** offer Retail Net Metering. **BEC does not net meter energy at the retail rate.**
- \_\_\_\_\_ I understand that all of the excess energy produced and exported by my solar system is valued at the Avoided Cost (Wholesale Cost BEC pays for energy) and the Avoided Cost is subject to change depending on the cost of energy BEC pays.
- \_\_\_\_\_ I understand if I export energy, (when energy generated is greater than energy I am consuming in real time) I will receive credits valued at BEC's Avoided Cost rate. The amount of energy exported will impact the financial pay back for the solar system. The greater the amount of exported energy, the lower the financial payback on your solar system.
- \_\_\_\_\_ I understand the current Avoided Cost is \$0.\_\_\_\_\_/kWh and that BEC has the right to change the amount of this credit at any time to reflect the cost BEC pays for energy.
- \_\_\_\_\_ I understand I am required to allow BEC to install its Apolloware meter and I agree to allow BEC to use my internet.

\_\_\_\_\_  
DG/Member Applicant Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email