



NEM PROGRAM INTERCONNECTION AGREEMENT

This NEM Program Interconnection Agreement (“Agreement”), is entered into by and between the Brownsville Public Utilities Board (“BPUB”) and _____ (“Customer”).

CUSTOMER INFORMATION

Name: _____

Address: _____

Electric Service Account Number: _____

SECTION 1. TERM & TERMINATION

- 1.1 This Agreement shall become effective as of the last date on which the agreement is executed by the Parties, and shall continue in force until a Party gives thirty (30) days’ prior written notice of termination to the other Party. The termination shall become effective upon the last day of Customer’s regular full billing cycle following the receipt of the notice, as determined in accordance with BPUB’s standards, rules and regulations. The Parties may also terminate this Agreement by written agreement.
- 1.2 The Agreement may be terminated without advanced notice by BPUB if Customer fails to meet or maintain conditions of service eligibility set forth in this Agreement, under BPUB policies, rules or procedures, or if required by law. BPUB agrees to provide written or actual notice as soon as practicable under the circumstances and, if reasonable under the circumstances (as determined solely by BPUB), BPUB will provide Customer with a reasonable opportunity to cure a default, not to exceed five business days.
- 1.3 Any payment(s) due and owing shall survive termination of the Agreement.

SECTION 2. SERVICE ELIGIBILITY

- 2.1 **Qualifying Equipment.** As used in this Agreement, “Equipment” means the Customer’s photovoltaic/solar or wind electric generating facility with a maximum output capacity of no more than fifty kilowatts (50 kW), to be permanently located on Customer’s premises, that will interconnect and operate in parallel with BPUB’s electric power supply system at 120/240 volts single phase. Customer shall be responsible for the design, installation and operation of the Equipment consistent with this Agreement, and shall obtain and maintain

all required permits and approvals and provide copies of same to BPUB. Customer's Equipment is described in greater detail in Exhibit "A," which is incorporated herein as if

set forth in full. Customer expressly acknowledges that the Equipment's operation is intended primarily to offset part of Customer's own electrical requirements and shall not exceed 90% of the Customer's historical or estimated consumption. The Equipment may be modified only with BPUB's advance written approval.

- 2.2 **Interconnection Equipment; Related Costs.** BPUB owns the meters ("Bi-directional Meters"), further described in this paragraph. Customer acknowledges that its energy usage shall be measured using only a non-demand, non-time differentiated bi-directional meter to measure the differential between the electrical energy, measured in kilowatt-hours ("kWh"), generated and supplied by BPUB to Customer, and the electrical energy generated and supplied by Customer to BPUB. Customer shall pay a \$100.00 meter fee to BPUB, plus any costs of installation of equipment or reasonable modifications to the BPUB system to accommodate the Equipment, as determined by BPUB, which shall be due in advance of installation.
- 2.3 **Disconnecting Device.** Customer shall furnish and install, on its side of the Meter, a disconnecting device capable of fully disconnecting and isolating the Equipment from BPUB's meter ("Disconnecting Device"). The Disconnecting Device shall be located within ten feet (10') of BPUB's Meter and it shall be prominently and permanently labeled "Generation Disconnect."
- 2.4 **Generation Metering and Disconnects.** Customer shall install, at Customer's sole expense, a meter socket for kilowatt-hour metering on the generation circuit (i.e., for the "Generation Meter") between the Disconnecting Device (or other protective devices) and the Meter. BPUB will install its Generation Meter after appropriate inspections have been made by the inspecting authority and BPUB and all necessary documents have been submitted.
- 2.5 **Interconnection.** Customer provides the electrical interconnection on its side of the Meter. The metering facilities shall include, at Customer's expense, all equipment necessary to meet applicable safety, power quality, and interconnection requirements established by BPUB policies, the National Electric Code, the National Electrical Safety Code, the Institute of Electrical and Electronic Engineers, and Underwriters Laboratories. Inverter and photovoltaic panels/ generation equipment must be certified by an accredited third party agency, such as Underwriters Laboratories.
- 2.6 **Access & Inspections.** BPUB shall have the right to enter the Customer's premises at any time for the purpose of inspecting and/or testing the disconnecting device and metering equipment in order to insure proper operations and compliance with regulations. Prior to interconnection and operation, the metering facilities and associated interconnection and disconnection equipment shall be inspected and approved by any governmental authority

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with jurisdiction, with results shared with BPUB. Interconnection will not take place without BPUB's approval.

Changes to Ownership of Customer's Premises/Account. **This Agreement remains in effect as to Customer upon transfer of ownership of the Customer's Premises or a change of the person responsible for the Electric Service Account Number at the Customer's Premises (collectively, the "Transferee") until the Agreement is terminated or until the Transferee and BPUB enter into an NEM Program Interconnection Agreement, except, in either case, as to the payment obligation in part 1.3, above, of this Agreement. SECTION 3. SETTLEMENT METHOD**

- 3.1 **FPEM defined.** "FPEM" is the fuel, purchased energy and marketing charge made applicable under every retail electric schedule pursuant to section 102-193 of the City of Brownsville Code of Ordinances and defined further therein. The FPEM may also sometimes be referenced as the F&PE (Fuel & Purchased Energy charge) or the F&PEC (same).
- 3.2 **Settlement Method.** BPUB, in its sole discretion, determines the appropriate Rate Schedule applicable to Customer's premises. BPUB will charge Customer for the energy received from BPUB under the Rate Schedule but also apply a credit for the energy supplied to BPUB in an amount equal to the received kilowatt-hours times the then current monthly FPEM applied under the Rate Schedule.

SECTION 4. OPERATION & MAINTENANCE

- 4.1 Except as to BPUB's meters, all Equipment shall be maintained in satisfactory operating condition by Customer and shall remain the property and responsibility of Customer. BPUB shall bear no liability for Customer's Equipment or for the consequences of its operation.
- 4.2 Customer shall furnish, install, operate and maintain in good order and repair, all without cost to BPUB, all Equipment required for the safe operation of the Customer's metering facilities operating in parallel with BPUB's electric system. This shall include, but not be limited to, Equipment necessary to (1) establish and maintain automatic synchronism with BPUB's electric system and (2) automatically disconnect the metering facility from BPUB's electric system in the event of overload or outage of BPUB's electric system. The metering facility shall be designed to operate within allowable operating standards for BPUB's electric system. The Equipment shall not cause any adverse effects upon the quality or reliability of service provided to BPUB's other customers.

SECTION 5. INDEMNITY

- 5.1 TO THE EXTENT ALLOWED BY LAW, EACH PARTY, AS INDEMNITOR, SHALL DEFEND, PROTECT, INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY, AS INDEMNITEE, ITS DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS OF THE OTHER PARTY FROM AND AGAINST ANY AND ALL LOSSES, LIABILITY,

DAMAGES, CLAIMS, COSTS, CHARGES, DEMANDS, OR EXPENSES (INCLUDING ANY DIRECT, INDIRECT OR CONSEQUENTIAL LOSS, LIABILITY, DAMAGE, CLAIM, COST, CHARGE, DEMAND, OR EXPENSE, AND REASONABLE ATTORNEYS' FEES) FOR INJURY OR DEATH TO PERSONS AND DAMAGE TO PROPERTY, ARISING, DIRECTLY OR INDIRECTLY, OUT OF OR IN CONNECTION WITH (A) THE ENGINEERING, DESIGN, CONSTRUCTION, MAINTENANCE, REPAIR, OPERATION, SUPERVISION, INSPECTION, TESTING, PROTECTION OR OWNERSHIP OF THE INDEMNITOR'S FACILITIES, OR (B) THE MAKING OF REPLACEMENTS, ADDITIONS, BETTERMENTS TO, OR RECONSTRUCTION OF THE INDEMNITOR'S FACILITIES. NEITHER PARTY SHALL BE INDEMNIFIED HEREUNDER FOR ITS LOSS, LIABILITY, DAMAGE, CLAIM, COST, CHARGE, DEMAND, OR EXPENSE ARISING OUT OF OR RESULTING FROM ITS SOLE NEGLIGENCE OR WILLFUL MISCONDUCT.

- 5.2 Notwithstanding the foregoing indemnity, and except for a Party's willful misconduct or sole negligence, each Party shall be solely responsible for damage to its own facilities resulting from electrical disturbances or faults.
- 5.3 The provisions of this Agreement shall not be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any valid insurance policy.

SECTION 6. NOTICE

- 6.1 Any notice required to be given under this Agreement shall be delivered, in writing, and mailed at any United States Post Office with postage prepaid and correctly addressed to the Party, or personally delivered to the Party, at the address below. Changes to such designation may be made by notice similarly given. All written notices shall be directed, as follows:

BPUB:

Brownsville Public Utilities Board
Electrical Engineering Manager
1425 Robinhood Drive
Brownsville, Texas 78521
(956) 983-6201 (Electrical Engineering Department)

CUSTOMER:

(NAME) _____
(ADDRESS) _____
(CITY/STATE/ZIP) _____
(TELEPHONE NUMBER) _____
(CELL NUMBER) _____ (FAX NUMBER) _____

SECTION 7. MISCELLANEOUS PROVISIONS

7.1 This Agreement shall be governed by and interpreted and construed in accordance with the laws of the State of Texas. Parties agree to venue in state or federal courts located within Cameron County, Texas.

7.2 Any amendments or modifications of this Agreement shall not be binding upon the Parties, unless the Parties agree thereto, in writing; provided, however, that Customer shall remain subject to then-current Rate Schedule, as it may be amended, and provisions of any state law, city ordinance or BPUB policies, standards or procedures specifically applicable to NEM Program interconnection metering, as such may be enacted or amended. The failure of a Party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same. No waiver by a Party of the breach of any covenant, term or condition contained in this Agreement, whether by conduct or otherwise, shall be deemed or be construed as a further or continuing waiver of any such breach or a waiver of the breach of any other covenant, term or condition, unless such waiver is stated, in writing.

7.3 To the extent not inconsistent with the terms herein, the provisions of BPUB’s rules and regulations apply to this Agreement.

7.4 Headings. The headings as to contents of particular paragraphs herein are inserted only for convenience and are in no way to be construed as part of this Agreement or as a limitation of the scope of the particular paragraphs to which they refer.

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EXECUTED original on this _____ day of _____, 20____.

CUSTOMER

Signature: _____

Printed Name:

Date: _____

BROWNSVILLE PUBLIC UTILITIES BOARD

Signature: _____

Danny Marez
Key Accounts & Business Development Manager

Date: _____