

EXHIBIT D
LAYOUT DRAWING

Note: Layout drawing represents the most current drawing available as of the signing of this Agreement. DSP and Generator agree drawing(s) may be updated to meet as-built or design changes that occur during construction. Generator understands and agrees that any changes that substantially affect requirements of DSP will need to be reviewed and accepted by DSP.

EXHIBIT E COST

Allowance: If authorized by DSP's tariff, Generator will be provided an allowance of \$_____ that will be used towards costs associated with the load component of the interconnection of the DER.

Costs in excess of the allowance that DSP will incur to make the interconnection are Generator's responsibility to be paid for through the CIAC.

CIAC: DSP retains sole and complete ownership and control of DIF at all times during and after the term of the agreement. Generator will pay DSP a CIAC in the amount of \$_____ for the cost of construction of the DIF. The CIAC must account for and be reduced by any allowance authorized by DSP's tariff, if applicable.

Payment of CIAC must be issued to DSP on or before: _____

Cost Categories	Detailed Description	Amount
Distribution system upgrades or modifications		
Substation upgrades or modifications		
Fees and taxes		
Labor		
Adder	An agreed upon amount by the Parties.	
Other		
If authorized by DSP's tariff, the allowance for interconnection as provided in DSP's tariff		
CIAC Total:		

Within one hundred and ten (110) calendar days of completion of the interconnection of the GIF and the DIF the DSP must provide receipts to Generator for all costs incurred in constructing the DIF.

If the CIAC provided by Generator exceeds the amounts recorded by DSP's receipts, then DSP will refund the Generator any funds that remain from CIAC.

**EXHIBIT F
TIME SCHEDULE**

Task:	Date to be completed by:
Generator's receipt of results from Interconnection Studies	
DSP's receipt of Generator's Notice to Proceed	
First required communication (20 working days after receipt of Notice to Proceed)	
Generator's CIAC due to DSP	
Easements have been obtained by Generator	
Scheduled In-Service Date for DIF	
Testing of DER	
Scheduled Commercial Operations Date of the DER	
Reconciliation of CIAC with receipts of DSP's costs (180 calendar days after commencement of Commercial Operations)	

EXHIBIT G
INTERCONNECTION STUDIES

Generator agrees to abide by the recommendations, operating limitations, and any other provision contained in the Impact Study.

[Include as part of this Exhibit all Interconnection Studies
that will be utilized under this Agreement]

EXHIBIT H
ANCILLARY SERVICES

This Exhibit only applies to DERs geographically located within the ERCOT region.

[Specify all ancillary services the DER will be providing]

Figure: 16 TAC §25.211(q)

**PRESCRIBED FORM FOR THE
APPLICATION FOR INTERCONNECTION AND PARALLEL OPERATION OF
DISTRIBUTED ENERGY RESOURCES (DERs) WITH A NAMEPLATE CAPACITY OF
250kW OR LESS (APPLICATION)**

A Distribution Service Provider (Company) must interconnect distributed energy resources (DERs) that have a nameplate capacity of 250 kilowatts (kW) or less in accordance with Public Utility Commission of Texas Substantive Rules §§ 25.211, relating to Interconnection of Distributed Energy Resources (DERs) with a Nameplate Capacity of 250kW or Less for Parallel Operation and 25.212, relating to Technical and Operational Requirements for Parallel Operation of Interconnected Distributed Energy Resources (DERs).

Customers seeking interconnection of a DER with a nameplate capacity of 250kW or less for parallel operation with a Company's distribution system must complete and file the following Application with the Company

**TARIFF FOR INTERCONNECTION AND
PARALLEL OPERATION OF DISTRIBUTED ENERGY RESOURCES WITH A NAMEPLATE
CAPACITY OF 250KW OR LESS**

X.X Distributed Energy Resource Interconnection

Applicable: Retail Distribution Service

Effective Date: _____

**APPLICATION FOR INTERCONNECTION AND PARALLEL OPERATION OF
DISTRIBUTED ENERGY RESOURCES WITH A NAMEPLATE CAPACITY OF 250KW OR
LESS**

I. Company Information

A. Company Full Business Name	
B. Company Full Business Address	
C. Company Full Mailing Address	
D. Company Business Telephone Number	
E. Company Primary Contact Name	
F. Company Primary Contact E-Mail Address	
G. Company Primary Contact Telephone Number	

Return Completed Application to:

[Company Full Business Name]

[Company Address Line 1]

[Company Primary Contact Name]

[Company Address Line 2]

Sheet: ____
Revision: ____
Page:

**TARIFF FOR INTERCONNECTION AND
PARALLEL OPERATION OF DISTRIBUTED ENERGY RESOURCES WITH A NAMEPLATE
CAPACITY OF 250KW OR LESS**

II. Customer Information

A. Customer Full Business Name	
B. Customer Full Business Address	
C. Customer Full Mailing Address	
D. Customer Business Telephone Number	
E. Customer Primary Contact Name	
F. Customer Primary Contact E-Mail Address	
G. Customer Primary Contact Telephone Number	
H. Customer Service Point Address	

Application Information Prepared and Submitted By:

[Customer Primary Contact Name]

[Customer Primary Contact Signature]

TARIFF FOR INTERCONNECTION AND
PARALLEL OPERATION OF DISTRIBUTED ENERGY RESOURCES WITH A NAMEPLATE
CAPACITY OF 250KW OR LESS

III. DER Information

The following information must be supplied by Customer or Customer’s designated representative to Company. All applicable items must be accurately completed in order for Company to effectively evaluate the Customer’s generating facilities for interconnection with the Company’s distribution system.

A. Number of Units		B. Manufacturer Name	
C. Type (Synchronous, Induction, or Inverter)			
D. Fuel Source Type (Solar, Natural Gas, Wind, etc.)			
E. Kilowatt Rating (95 F at location)		F. Kilovolt-Ampere Rating (95 F at location)	
Nameplate Rating			
G. Power Factor		H. Voltage Rating	
I. Number of Phases		J. Frequency	
K. Do you (Customer) plan to intentionally export power?	<input type="checkbox"/> Yes, the DER will intentionally export power	<input type="checkbox"/> No, the DER will NOT intentionally export power	
If Yes , provide the maximum estimated amount :			
L. Should Company report excess generation to your (Customer’s) REP?	<input type="checkbox"/> Yes, Company should report excess generation to Customer’s REP	<input type="checkbox"/> No, Company should NOT report excess generation to Customer’s REP	
M. List all applicable Certification Label(s) or Type Number(s) (e.g., UL-1741 Utility Interactive or IEEE 1547)			
Certification Label(s)		Type Number(s)	
N. Expected Energization and Start-up Date of DER			
O. Normal operation of interconnection: (examples: provide power to meet base load, demand management, standby, back-up, other (please describe))			
P. Customer has attached a one-line diagram of the interconnection			<input type="checkbox"/> Yes, a one-line diagram is attached to this application
Q. For systems not using certified inverters (e.g., inverters certified to UL-1741 or IEEE 1547, does Company have the dynamic modeling values from the generator manufacturer?			
<input type="checkbox"/> Yes, Company has the dynamic modeling values from the generator manufacturer OR Customer has provided them to Company as part of this application		<input type="checkbox"/> No, Company does not have the dynamic modeling values	
If NO, please explain:			
(Note: For certified equipment , the answer is Yes . Otherwise, Customer must provide the dynamic modeling values if they are available.)			
R. Layout sketch showing lockable, “visible” disconnect device(s) is attached		<input type="checkbox"/> Yes, a layout sketch with lockable disconnect device(s) is attached to this application	

TARIFF FOR INTERCONNECTION AND
PARALLEL OPERATION OF DISTRIBUTED ENERGY RESOURCES WITH A NAMEPLATE
CAPACITY OF 250KW OR LESS

IV. Authorized Release of Information List

By signing this Application in the space provided below, Customer authorizes Company to release Customer's proprietary information to the extent necessary to process this Application to the following persons:

	Name	Organization	Phone Number	Email Address
Project Manager				
Electrical Contractor				
Consultant				
Other				

[COMPANY NAME]

[CUSTOMER NAME]

BY: _____

BY: _____

PRINTED NAME

PRINTED NAME

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

Figure: 16 TAC §25.211(p)

**AGREEMENT FOR INTERCONNECTION AND PARALLEL OPERATION
OF DISTRIBUTED ENERGY RESOURCES (DERS) WITH A NAMEPLATE
CAPACITY OF 250KW OR LESS**

This Interconnection Agreement (“Agreement”) is made and entered into this _____ day of _____, _____, by _____, (“Company”), and _____ (“Customer”), a _____ [specify whether Customer is an individual or a corporation, and if a corporation, name state, municipal corporation, cooperative corporation, or other], each hereinafter referred to individually as “Party” or collectively as “Parties.”

Place a check mark in the applicable space or spaces below to indicate the type of entity entering into this Agreement:

_____ **Option 1:** The end-use customer will act as a Party to this Agreement.

_____ **Option 2:** The entity that owns the DER, other than the end-use customer, will act as a Party to this Agreement.

_____ **Option 3:** The entity that owns the premises upon which the DER will be located (also referred to as “Premises Owner”), other than the end-use customer, will act as a Party to this Agreement.

_____ **Option 4:** An entity who by contract is assigned ownership rights to energy produced from one or more DERs located at the premises of the end-use customer on the end-use customer’s side of the meter, will act as a Party to this Agreement.

Notwithstanding any other provision of this Agreement, the entity referred to as “Customer” refers to the entity defined in the Option selected above by the end-use customer.

If any option other than Option 1 as outlined above is selected, the end-use customer must sign, print his or her name, and date the affirmation in the End-Use Customer Affirmation Schedule attached to this Agreement.

In consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. Scope of Agreement -- This Agreement is applicable to conditions under which Company and Customer agree that one or more DER facility or facilities of 250 kilowatts (kW) or less and related interconnecting facilities to be interconnected at less than 60 kilovolts (“Facilities”) may be interconnected to Company’s facilities, as described in Exhibit A. If Customer is not the end-use customer, Customer affirms that the end-use customer has approved of the design and location of the Facilities.

2. Establishment of Point(s) of Interconnection -- Company and Customer agree to interconnect Facilities at the locations specified in this Agreement, in accordance with Public Utility Commission of Texas (“Commission”) Substantive Rules §25.211, relating to Interconnection of Distributed Energy Resources (DERs) with a Nameplate Capacity of 250kW or Less for Parallel Operation, and §25.212, Technical and Operational Requirements for Parallel Operation of Interconnected Distributed Energy Resources (DERs). (16 Texas Administrative Code §25.211 and §25.212) (the “Rules”) or any successor rule addressing DERs and as described in the attached Exhibit A (the “Point(s) of Interconnection”).

3. Responsibilities of Company and Customer -- Customer shall, at its own cost and expense, operate, maintain, repair, and inspect, and is fully responsible for, Facilities specified on Exhibit A. Customer must conduct operations of Facilities in compliance with all aspects of the Rules, and Company must conduct operations on its facilities in compliance with all aspects of the Rules, and as further described and mutually agreed to in the applicable Facility Schedule. Maintenance

of Facilities must be performed in accordance with the applicable manufacturer's recommended maintenance schedule. Customer agrees to cause Facilities to be constructed in accordance with specifications equal to or greater than those provided by the National Electrical Safety Code, as approved by the American National Standards Institute, in effect at the time of construction.

Each Party covenants and agrees to design, install, maintain, and operate, or cause the design, installation, maintenance, and operation of facilities on its side of the point of common coupling so as to reasonably minimize the likelihood of a disturbance, originating in the facilities of one Party, affecting or impairing the facilities of the other Party, or other facilities with which Company is interconnected.

Company must notify Customer if there is evidence that the operation of Facilities causes disruption or deterioration of service to other utility customers or if the operation of Facilities causes damage to Company's facilities or other facilities with which Company is interconnected. Company and Customer must work cooperatively and promptly to resolve the problem.

Customer must notify Company of any emergency or hazardous condition or occurrence with Facilities which could affect safe operation of Company's facilities or other facilities with which Company is interconnected.

Customer must provide Company at least fourteen (14) days' written notice of a change in ownership; including any circumstances necessitating a change in the person who is the Customer to this Agreement; or cessation of operations of one or more Facilities. Upon notice by Customer of circumstances necessitating a change in the person who is the Customer to this Agreement, Company must undertake, in a reasonably expeditious manner, entry of a new Agreement with the change in person who is the Customer.

4. Limitation of Liability and Indemnification

- a. Notwithstanding any other provision in this Agreement, with respect to Company's provision of electric service to the end-use customer other than the interconnections service addressed by this Agreement, Company's liability to the end-use customer will*

be limited as set forth in _____ of Company's Commission-approved tariffs, which are incorporated herein by reference.

- b. Neither Company nor Customer will be liable to the other for damages for anything that is beyond such Party's control, including an act of God, labor disturbance, act of a public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, a curtailment, order, or regulation or restriction imposed by governmental, military, or lawfully established civilian authorities, or the making of necessary repairs upon the property or equipment of either party.*
- c. Notwithstanding Paragraph 4.b of this Agreement, Company will assume all liability for and will indemnify Customer for any claims, losses, costs, and expenses of any kind or character to the extent that they result from Company's negligence in connection with the design, construction, or operation of its Facilities as described on Exhibit A; provided, however, that Company has no obligation to indemnify Customer for claims brought by claimants who cannot recover directly from Company. Such indemnity will include, but is not limited to, financial responsibility for: (a) Customer's monetary losses; (b) reasonable costs and expenses of defending an action or claim made by a third person; (c) damages related to the death or injury of a third person; (d) damages to the property of Customer; (e) damages to the property of a third person; (f) damages for the disruption of the business of a third person. In no event will Company be liable for consequential, special, incidental, or punitive damages, including, without limitation, loss of profits, loss of revenue, or loss of production. The Company does not assume liability for any costs for damages arising from the disruption of the business of Customer or for Customer's costs and expenses of prosecuting or defending an action or claim against Company. This paragraph does not create a liability on the part of Company to Customer or a third person, but requires indemnification where such liability exists. The limitations of liability provided in this paragraph do not apply in cases of gross negligence or intentional wrongdoing.*
- d. Please check the appropriate box.*

☐ **Person Other than a Federal Agency**

Notwithstanding Paragraph 4.b of this Agreement, Customer will assume all liability for and will indemnify Company for any claims, losses, costs, and expenses of any kind or character to the extent that they result from Customer's negligence in connection with the design, construction, or operation of Facilities as described on Exhibit A; provided, however, that Customer will have no obligation to indemnify Company for claims brought by claimants who cannot recover directly from Customer. Such indemnity will include, but is not limited to, financial responsibility for: (a) Company's monetary losses; (b) reasonable costs and expenses of defending an action or claim made by a third person; (c) damages related to the death or injury of a third person; (d) damages to the property of Company; (e) damages to the property of a third person; (f) damages for the disruption of the business of a third person. In no event will Customer be liable for consequential, special, incidental, or punitive damages, including, without limitation, loss of profits, loss of revenue, or loss of production. The Customer does not assume liability for any costs for damages arising from the disruption of the business of Company or for Company's costs and expenses of prosecuting or defending an action or claim against Customer. This paragraph does not create a liability on the part of Customer to Company or a third person, but requires indemnification where such liability exists. The limitations of liability provided in this paragraph do not apply in cases of gross negligence or intentional wrongdoing. This paragraph applies to a state or local entity to the extent permitted by the constitution and laws of the State of Texas.

☐ **Federal Agency**

Notwithstanding Paragraph 4.b of this Agreement, the liability, if any, of Customer relating to this Agreement, for injury or loss of property, or personal injury or death will be governed exclusively by the provisions of the Federal Tort Claims Act (28 U.S.C. §§ 1346, and 2671-2680). Subject to applicable federal, state, and local laws, each Party's liability to the other for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or

arising from any act or omission in its performance of this Agreement will be limited to the amount of direct damages actually incurred, and in no event will either Party be liable to the other for any indirect, special, consequential, or punitive damages.

e. Company and Customer will each be responsible for the safe installation, maintenance, repair, and condition of their respective facilities on their respective sides of the Points of Interconnection. Company does not assume any duty of inspecting Customer's Facilities.

f. For the mutual protection of Customer and Company, only with Company prior authorization are the connections between Company's service wires and Customer's service entrance conductors to be energized.

5. Right of Access, Equipment Installation, Removal & Inspection -- Upon reasonable notice, Company may send a qualified person to the premises where the Facilities are located at or immediately before the time Facilities first produce energy to inspect the interconnection, and observe Facilities' commissioning (including any testing), startup, and operation for a period of up to three (3) days after initial startup of Facilities.

Following the initial inspection process described above, at reasonable hours, and upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Company will have access to the premises where the Facilities are located for any reasonable purpose in connection with the performance of the obligations imposed on it by this Agreement or if necessary to meet its legal obligation to provide service to its customers.

Customer warrants it has, or has obtained from other entities, all necessary rights to provide Company with access to the premises and Facilities, as necessary or appropriate for Company to exercise its rights under this Agreement and the Rules.

6. Disconnection of Facilities -- Customer retains the option to disconnect from Company's facilities. Customer will notify Company of its intent to disconnect by giving Company at least thirty (30) days' written notice. Such disconnection will not be a termination of this Agreement unless Customer exercises rights under Section 7.

Customer will disconnect Facilities from Company's facilities upon the effective date of any termination under Section 7.

Subject to Commission Rule, for routine maintenance and repairs of Company's facilities, Company will provide Customer with seven (7) working days' notice of service interruption.

Company will have the right to suspend service in cases where continuance of service to Customer will endanger persons or property. During the forced outage of Company's facilities serving Customer, Company will have the right to suspend service to effect immediate repairs of Company's facilities, but Company will use its best efforts to provide Customer with reasonable prior notice.

7. Effective Term and Termination Rights -- This Agreement becomes effective when executed by both Parties and will continue in effect until terminated. The Agreement may be terminated for the following reasons:

- a. Customer may terminate this Agreement at any time, by giving Company sixty (60) days' written notice;
- b. Company may terminate upon failure by Customer to generate energy from Facilities in parallel with Company's facilities within twelve (12) months after completion of the interconnection;
- c. either Party may terminate by giving the other Party at least sixty (60) 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. Company may terminate by giving Customer at least sixty (60) 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.

8. Governing Law and Regulatory Authority -- Please check the appropriate box.

Customer acknowledges agreements other than this Agreement relating to the Facilities between Customer and other entities that do not involve the Company may not be subject to the jurisdiction of the Commission.

- ☐ **Person Other Than a Federal Agency:** This Agreement was executed in the State of Texas and must in all respects be governed by, interpreted, construed, and enforced in accordance with the laws thereof. This Agreement is subject to, and the Parties' obligations hereunder include, operating in full compliance with all valid, applicable federal, state, and local laws or ordinances, and all applicable rules, regulations, orders of, and tariffs approved by, duly constituted regulatory authorities having jurisdiction.
- ☐ **Federal Agency:** This Agreement was executed in the State of Texas and, to the extent not inconsistent with all applicable federal law (including, but not limited to: (a) the Anti-Deficiency Acts, 31 USC §§1341, 1342 and 1501-1519; (b) the Tort Claims Act, 28 USC Chapter 171, §§2671-2680, and 28 CFR Part 14; and (c) the Contract Disputes Act of 1978, as amended, 41 USC §§601-613), must in all respects be governed by, interpreted, construed, and enforced in accordance with the laws thereof. This Agreement is subject to, and the Parties' obligations hereunder include, operating in full compliance with all valid, applicable federal, state, and local laws or ordinances, and all applicable rules, regulations, orders of, and tariffs approved by, duly constituted regulatory authorities having jurisdiction.

9. Amendment -- This Agreement may be amended only upon mutual agreement of the Parties, in which case an amendment will not be effective until reduced to writing and executed by the Parties.

10. Entirety of Agreement and Prior Agreements Superseded -- This Agreement, including the attached Exhibit A and Facility Schedules, which are expressly made a part of this Agreement 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. This Agreement replaces all prior agreements and undertakings, oral or written, between the Parties with regard to the subject matter hereof, including without limitation _____ [specify any prior agreements being superseded], and all such agreements and undertakings are agreed by the Parties to no longer be of any force or effect. 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.

11. Written Notices -- Written 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 the following :

a. If to Company:

b. If to Customer:

The above-listed names, titles, and addresses of either Party may be changed by written notification to the other, notwithstanding Section 10.

12. Invoicing and Payment -- Invoicing and payment terms for services associated with this agreement must be consistent with applicable Substantive Rules of the Commission.

13. Disclosure of Information to End-Use Customer -- If Customer is not the end-use customer, Company is hereby authorized to provide any information requested by the end-use customer concerning the Facility.

14. No Third-Party Beneficiaries -- 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, their successors in interest and, where permitted, their assigns.

15. No Waiver -- 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.

16. Headings -- The descriptive headings of the various parts 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.

17. Multiple Counterparts -- This Agreement may be executed in two (2) 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.

[COMPANY NAME]

[CUSTOMER NAME]

BY: _____

BY: _____

PRINTED NAME

PRINTED NAME

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

**AGREEMENT FOR INTERCONNECTION AND PARALLEL OPERATION
OF DISTRIBUTED ENERGY RESOURCES WITH A NAMEPLATE CAPACITY OF
250KW OR LESS**

EXHIBIT A

LIST OF FACILITY SCHEDULES AND POINTS OF INTERCONNECTION

Facility Schedule No.:

Name of Point of Interconnection:

[Insert Facility Schedule number and name for each Point of Interconnection]

FACILITY SCHEDULE NO.

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

1. Customer Name:
2. Premises Owner Name:
3. Facility location (address and description of location at address):
4. Delivery voltage:
5. Metering (voltage, location, losses adjustment due to metering location, and other):
6. Normal Operation of Interconnection:
7. One line diagram attached (check one): _____ Yes / _____ No
If Yes, then the one-line drawing should show the most current drawing(s) available as of the signing of this Schedule. Company and Customer agree drawing(s) may be updated to meet as-built or design changes that occur during construction. Customer understands and agrees that any changes that substantially affect the protective or functional requirements required by the Company will need to be reviewed and accepted by Company.
8. Equipment to be furnished by Company:
(This section is intended to generally describe equipment to be furnished by Company to effectuate the interconnection and may not be a complete list of necessary equipment.)

9. Equipment to be furnished by Customer:

(This section is intended to describe equipment to be furnished by Customer to effectuate the interconnection and may not be a complete list of necessary equipment.)

10. Cost Responsibility and Ownership and Control of Company Facilities:

Unless otherwise agreed or prescribed by applicable regulatory requirements or other law, any payments received by Company from Customer will remain the property of Company. Company will at all times have title and complete ownership and control over facilities installed by Company.

11. Modifications to Customer Facilities.

Customer understands and agrees that, before making any modifications to its Facilities that substantially affect the protective or interconnection parameters or requirements used in the interconnection process (including in an Pre-interconnection Study performed by Company), Customer will both notify Company of, and receive approval by Company for, such modifications. Customer further understands and agrees that, if required in accordance with Commission Substantive Rule §25.211, it will submit a new Application for Interconnection and Parallel Operation request for the desired modifications.

12. Supplemental terms and conditions attached (check one): _____ Yes / _____ No

END-USE CUSTOMER AFFIRMATION SCHEDULE

The end-use customer selecting the entity who owns the DER facility (the DER owner or Option 2 entity), the owner of the premises at which the DER facility is located (premises owner or Option 3 entity), or the person who by contract is assigned ownership rights to energy produced by the DER facility (DER entity) to act as Customer and Party to the Interconnection Agreement must sign and date the consent below.

“I affirm that I am the end-use customer for the DER facility addressed in Facility Schedule No. ____ [insert applicable number] in the Interconnection Agreement between _____ [insert name of Company] and _____ [insert name of Customer], and that I have selected _____ [insert name of Customer] or successor in interest to act as Customer and a Party to this Interconnection Agreement rather than me.

I acknowledge that the agreements that I have with _____ [insert name of Customer] relating to the DER facility addressed in Facility Schedule No. ____ [insert applicable number] may not be subject to the jurisdiction of the Public Utility Commission of Texas.”

[END-USE CUSTOMER NAME]

SIGNATURE: _____

DATE: _____

The following files are not convertible:

25.210 and 25.211.xlsx 54233 Standardized Reporting Draft for

Please see the ZIP file for this Filing on the PUC Interchange in order to access these files.

Contact centralrecords@puc.texas.gov if you have any questions.