

# AGREEMENT FOR INTERCONNECTION AND PARALLEL OPERATION OF DISTRIBUTED GENERATION

This Interconnection Agreement ("Agreement") is made and entered into this day of \_\_\_\_\_, by Oncor Electric Delivery Company LLC, a Delaware limited liability company ("Company"), and GARY FITZPATRICK ("Customer"), Individual, each hereinafter sometimes referred to individually as "Party" or both referred to collectively as the "Parties."

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

☒ **Option 1:** For purposes of this Agreement, the end-use customer will act as a Party to this Agreement.

☐ **Option 2:** For purposes of this Agreement, the entity other than the end-use customer that owns the distributed generation facility (also referred to as "Generator") will act as a Party to this Agreement.

☐ **Option 3:** For purposes of this Agreement, the entity other than the end-use customer that owns the premises upon which the distributed generation Facility will be located (also referred to as "Premises Owner") will act as a Party to this Agreement.

☐ **Option 4:** For purposes of this Agreement, an entity who by contract is assigned ownership rights to energy produced from distributed renewable generation 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 herein, the entity referred to as "Customer" herein shall refer 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 generating facility or facilities of ten megawatts 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 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) (the "Rules") or any successor rule addressing distributed generation 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 shall be fully responsible for, Facilities specified on Exhibit A. Customer shall conduct operations of Facilities in compliance with all aspects of the Rules, and Company shall 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 shall 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, 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 shall notify Customer if there is evidence that 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 shall work cooperatively and promptly to resolve the problem.

Customer shall 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 shall provide Company at least 14 days' written notice of a change in ownership; 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 shall 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 shall be limited as set forth in Section 5.2.1 of Company's Commission-approved tariffs, which are incorporated herein by reference*

- b) *Neither Company nor Customer shall 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 shall assume all liability for and shall 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 shall have no obligation to indemnify Customer for claims brought by claimants who cannot recover directly from Company. Such indemnity shall 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 shall 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 shall assume all liability for and shall 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 shall have no obligation to indemnify Company for claims brought by claimants who cannot recover directly from Customer. Such indemnity shall 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 shall 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 shall 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 shall be limited to the amount of direct damages actually incurred, and in no event shall either Party be liable to the other for any indirect, special, consequential, or punitive damages.*

- e) Company and Customer shall 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.*
  - g) Customer authorizes Company to transmit all metered and estimated surplus generation data ("Outflow Data") to Smart Meter Texas and acknowledges and agrees the end-use customer, end-use customer's authorized designee(s) and end-use customer's retail electric provider will be able to access the Outflow Data at Smart Meter Texas. Additionally, Customer authorizes Company to transmit summary Outflow Data to end-use customer's retail electric provider.*
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 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 shall 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 shall notify Company of its intent to disconnect by giving Company at least thirty days' written notice. Such disconnection shall not be a termination of this Agreement unless Customer exercises rights under Section 7.

Customer shall 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 shall provide Customer with seven business days' notice of service interruption.

Company shall 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 shall have the right to suspend service to effect immediate repairs of Company's facilities, but Company shall 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 shall 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 days' written notice; (b) Company may terminate upon failure by Customer to generate energy from Facilities in parallel with Company's facilities within twelve months after completion of the interconnection; (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) Company 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

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, which 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 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. This Agreement replaces all prior agreements and undertakings, oral or written, between the Parties with regard to the subject matter hereof, including without limitation, 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:

a) If to Company:  
Oncor Electric Delivery Company LLC  
DG Resource Integration  
777 Main Street Suite 707  
Fort Worth, Texas 76102

b) If to Customer:  
GARY FITZPATRICK  
1003 S COUNTY ROAD 1115,  
MIDLAND, TX - 79706-4924.

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 shall 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 or more counterparts, each of which is deemed an original but all constitute one and the same instrument.
18. **Prohibition on Agreements with Certain Foreign-Owned Companies in Connection with Critical Infrastructure** --
  - a. This Section 18 applies if the Customer is an entity, not a natural person.
  - b. Customer represents and warrants that it does not meet any of the ownership, control, or headquarters criteria listed in Lone Star Infrastructure Protection Act, Chapter 113 of the Texas Business and Commerce Code, as added by Act of June 18, 2021, 87<sup>th</sup> Leg., R.S., Ch. 975 (S.B. 2116) (relating to China, Iran, North Korea, Russia, and any other country designated by the Texas governor as a threat to critical infrastructure).

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

**Oncor Electric Delivery Company LLC**

BY:

**GARY FITZPATRICK**

BY:

[ s:a:r ]

PRINTED  
NAME:

**James Painter**

PRINTED  
NAME:

*Gary Fitzpatrick*  
**GARY FITZPATRICK**

TITLE:

Senior Manager Asset Planning

TITLE:

**Individual**

DATE:

DATE:

[ d:a:r ]  
2/25/2025



# AGREEMENT FOR INTERCONNECTION AND PARALLEL OPERATION OF DISTRIBUTED GENERATION

## EXHIBIT A

### LIST OF FACILITY SCHEDULES AND POINTS OF INTERCONNECTION

<u>Facility Schedule No.</u>	<u>Name of Point of Interconnection</u>
DRG-145367	GARY FITZPATRICK 1003 S COUNTY ROAD 1115, MIDLAND, TX - 79706-4924.

### FACILITY SCHEDULE NO.

1. **Customer Name:** GARY FITZPATRICK
2. **Premise Owner Name:** GARY FITZPATRICK
3. **Facility Location:** 1003 S COUNTY ROAD 1115, MIDLAND, TX - 79706-4924.
4. **Delivery Voltage:** 120/240, 1 Phase, 3 Wire
5. **Metering:** Standard Metering  
(voltage, location, losses adjustment due to metering location, and other)
6. **Normal Operation of Interconnection:** Export excess to grid
7. **One-line diagram attached (check one):** ☒ Yes (attached) ☐ 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:** No specific modifications made to Company facilities.  
(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.)

Equipment	Quantity	Manufacturer	Model Number	Capacity (watts)	Total Capacity (kW)	Certification
Inverter	23	Enphase Energy Inc.	IQ8PLUS-72-2-US [240V]	290.30865 48	6.68	UL-1741
Solar PV Panel	8	Qcells North America	Q.PEAK DUO BLK ML-G10+ 410	410	3.28	
Solar PV Panel	9	Qcells North America	Q.PEAK DUO BLK ML-G10+ 410	410	3.69	
Solar PV Panel	6	Qcells North America	Q.PEAK DUO BLK ML-G10+ 410	410	2.46	
Battery	2	Enphase Energy Inc.	IQBATTERY-5P-1P-NA	3,840.00	7.68	UL-1741
<b>Total Inverter Capacity</b>					<b>14.36</b>	

**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 shall at all times have title and complete ownership and control over facilities installed by Company.

**11. Modifications to Customer Facilities:**

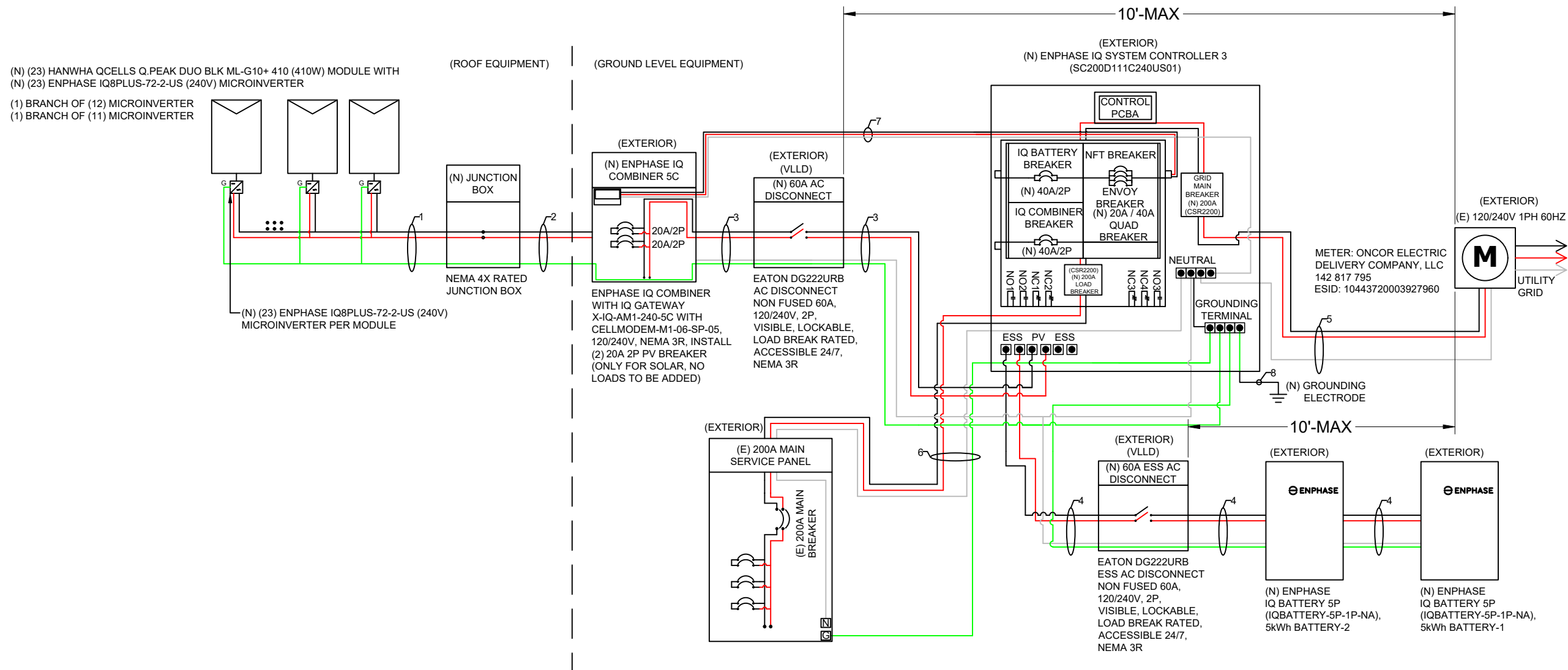
Customer understands and agrees that, before making any modifications to its Facilities that substantially affect the protective or interconnection parameters or requirements used in the interconnection process (including in a Pre-Interconnection Study performed by Company), Customer will both notify Company of, and receive approval by Company for, such modifications. Customer further understands and agrees that, if required pursuant to Commission Substantive Rule 25.211(m)(5), 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 (attached) ☒ No

MODULE SPECIFICATIONS		MICROINVERTER SPECIFICATIONS	
MODEL	HANWHA QCELLS Q.PEAK DUO BLK ML-G10+ 410 (410W)	MODEL	ENPHASE IQ8PLUS-72-2-US (240V)
MODULE POWER @ STC	410W	POWER RATING	290W
OPEN CIRCUIT VOLTAGE:Voc	45.31V	MAX OUTPUT CURRENT	1.21A
MAX POWER VOLTAGE:Vmp	38.48V	CEC WEIGHTED EFFICIENCY	97%
SHORT CIRCUIT CURRENT:Isc	11.11A	MAX NO OF MICRO INVERTERS/BRANCH	13
MAX POWER CURRENT:Imp	10.65A	MAX DC VOLTAGE	60V
TEMPERATURE COEFFICIENT:Voc	-0.27%/K		
MODULE DIMENSIONS: L x W x H	74" x 41.1" x 1.26"		

NOTE:

1. MICROINVERTERS ARE RAPID SHUTDOWN COMPLIANT AS PER NEC 690.12.
2. THE VISIBLE LOCKABLE, LABELED DISCONNECT (VLLD) IS LOCATED ON AN ACCESSIBLE EXTERIOR WALL WITHIN 10 FEET OF THE ONCOR METER.
3. SEE CONDUCTOR SCHEDULE AT PV-4.2.
4. VLLD, ONCOR METER, AND GENERATION EQUIPMENT SHOULD BE CLEARLY LABELLED AND IDENTIFIED.
5. DISCONNECT IS LESS THAN 10FT FROM THE ONCOR METER.
6. INSTALL NEW CSR2200 BREAKERS FOR MAIN AND BACKUP.



## CONTRACTOR INFORMATION

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**FASTRAC**  
ENERGY SERVICES

FASTRAC ENERGY SERVICES

ADDRESS: 1640 BRITTMOORE ROAD,  
HOUSTON, TX 77043

PHONE NUMBER: (832) 413-0707

LICENSE NUMBER: 34938

LICENSE TYPE: TECL



CUSTOMER INFORMATION
NAME: GARY FITZPATRICK
ADDRESS: 1003 SOUTH COUNTY ROAD 1115, MIDLAND, TX 79706
COORDINATES: 32.026949, -101.958495
APN: R000024126
METER NUMBER: 142 817 795
ESID: 10443720003927960
9.430kW DC / 6.670kW AC ROOF MOUNT PV SYSTEM
10.000kWh ENERGY STORAGE SYSTEM

<b>PROJECT ID</b>	AUR-1009435
<b>DATE</b>	2/13/2025
<b>CREATED BY</b>	VR
<b>SIGNATURE</b>	

### THREE LINE DIAGRAM PV-4.1

SCOPE OF WORK











(N) 9.430kW DC / 6.670kW AC ROOF MOUNT PV SYSTEM  
(23) HANWHA QCELLS Q.PEAK DUO BLK ML-G10+ 410 (410W) MODULE  
(23) ENPHASE IQ8PLUS-72-2-US (240V) MICROINVERTER  
(1) ENPHASE IQ COMBINER 5C

BATTERY:

(N) 10.000kWh ENERGY STORAGE SYSTEM  
(2) ENPHASE IQ BATTERY 5P (IQBATTERY-5P-1P-NA)  
(1) ENPHASE IQ SYSTEM CONTROLLER 3 (SC200D111C240US01)

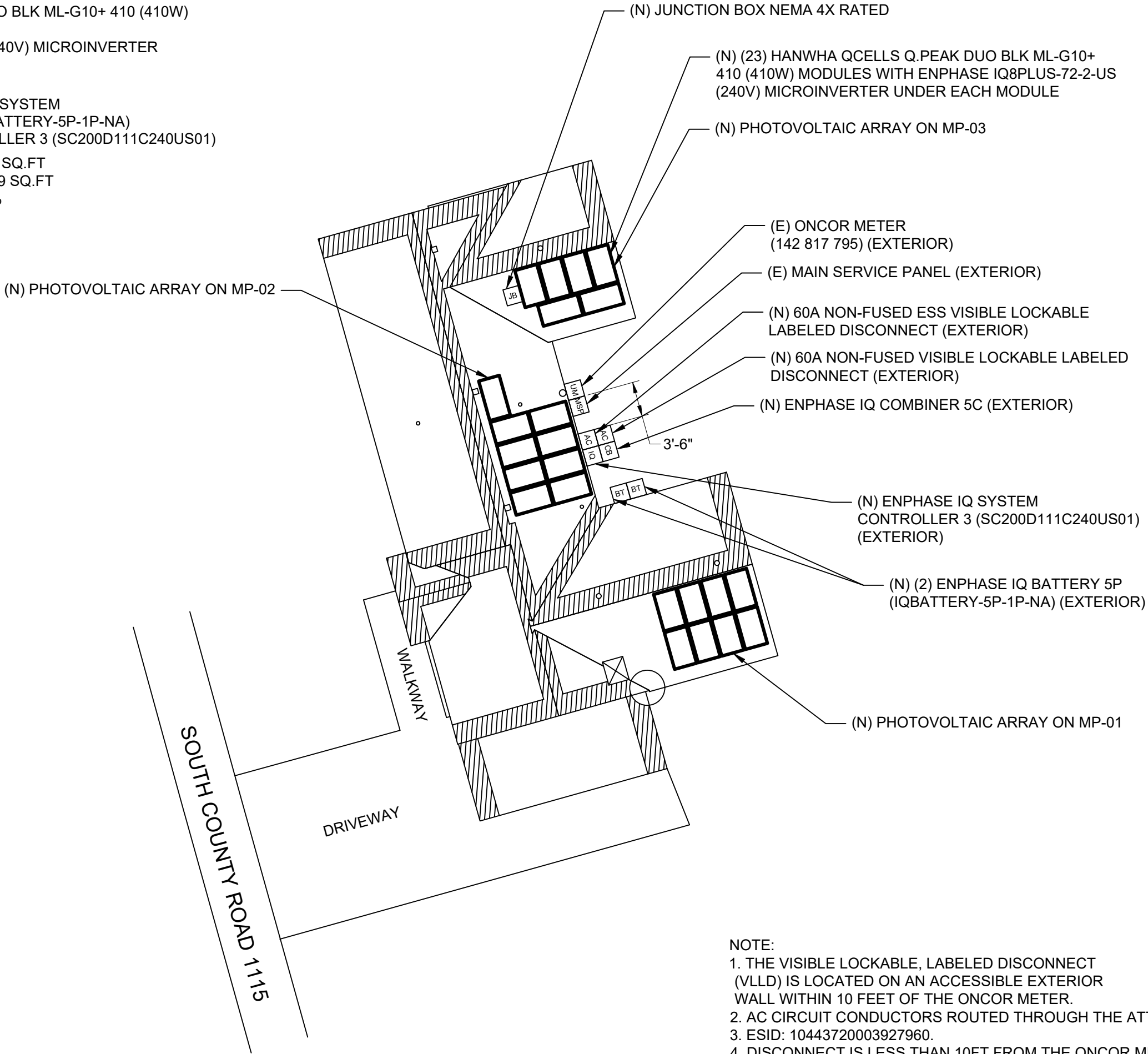
TOTAL ARRAY AREA = 485.77 SQ.FT  
TOTAL ROOF AREA = 3503.09 SQ.FT  
% ARRAY AREA IN ROOF = 13.86%

LEGEND

-  SETBACK
-  CHIMNEY (ROOF OBSTRUCTION)
-  VENT (ROOF OBSTRUCTION)
-  ONCOR METER
-  MAIN SERVICE PANEL
-  ESS / AC DISCONNECT
-  BATTERY
-  COMBINER BOX
-  IQ CONTROLLER 3
-  JUNCTION BOX



SCALE:1/16" = 1'-0"



CONTRACTOR INFORMATION



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SYSTEM

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DATE 2/13/2025

CREATED BY VR

SIGNATURE

SITE PLAN-2  
PV-2.1