APPENDIX 1A
Simplified Interconnection Application Certified Inverter-Based Generating Facilities
With an Export Capacity up to and including 25 kW AC
and a Nameplate Rating not exceeding 50 kW

This Application is considered complete when it provides all applicable and correct information required below. Additional information to evaluate the Application may be required.

Processing Fee

A fee of $150 must accompany this Application.

Interconnection Customer

Name:

Contact Person:

Address:

City: State: Zip:

Telephone (Day): (Evening):

Fax: E-Mail Address: Engineering

Firm (If Applicable):

Contact Person:

Address:

City: State: Zip:

Telephone:

Fax: E-Mail Address:

Contact (if different from Interconnection Customer) Name:

Address:

City: State: Zip:

Telephone (Day): (Evening): Fax:

E-Mail Address:

Owner of the facility (include % ownership by any electric utility):

Generating Facility Information: Location (if different from above):

Electric Service Company:

Account Number:

Inverter Information:

Inverter Manufacturer:___Model Nameplate Rating: (kW) (kVA) (AC Volts)

Export Capacity Value (in kW) (if Export Capacity is less than Nameplate Rating, denote export controls below):

_____

Single Phase_____Three Phase_____

Prime Mover: Photovoltaic, Reciprocating Engine, Fuel Cell, Turbine, Storage Batteries, Other (describe)

Energy Source: Solar, Wind, Hydro, Diesel, Natural Gas, Fuel Oil, Other (describe)

Is the equipment UL1741 Listed? Yes____ No

If Yes, attach manufacturer's cut-sheet showing UL1741 listing

Estimated Installation Date:_____Estimated In-Service Date: _____

Limited Export and Non-Export Controls Information

Manufacturer: _____

Model Number: _____

Limited Export or Non-Export? ☐ Limited Export ☐ Non-Export

Control Type:

_____ Reverse Power Protection

_____ Minimum Power Protection

_____ Relative Distributed Energy Resource Rating

_____ Configured Power Rating

_____ _____

_____ Power Control System _____ Export Control using mutually agreed-upon means

_____ Directional Power Protection

_____

Control Power Setting: _____

Control Power Time Delay (if any): _____

Power Control System Open-Loop Response Time: Maximum _____ Average _____

When grid-connected, will the PCS employ any of the following? [Select all that apply]

- ☐ Unrestricted mode
- ☐ Export only mode
- ☐ Import only mode
- ☐ No exchange mode
- ☐ Export-limiting from all sources
- ☐ Export limiting from ESS
- ☐ Import limiting to ESS

Battery Storage Facility Information (If Applicable)

Do the batteries share an inverter with a renewable energy system? ☐ Yes ☐ No

Does the applicant intend to have the batteries charged by the distribution grid? ☐ Yes ☐ No

System Manufacturer: _____

Model: _____

_____

Battery System Charge/Discharge Rating (kW AC): _____

Maximum Battery System Charge/Discharge Rate (kW AC per second): _____

Battery Energy Capacity (kWh): _____

_____

Battery Operational Information

Backup – allows for partial or whole home transition to off-grid during a grid outage ☐ Yes ☐ No

Solar Self-Powered – the battery will charge from the renewable energy source during normal operation and discharge to serve loads behind your meter ☐ Yes ☐ No

Solar Non-Export – limits the export of energy to the grid to zero for both the battery and solar inverter, even if the battery

system is fully charged and there is excess renewable source energy ☐ Yes ☐ No

Time-Based Control (sometimes called time-of-use or TOU mode) – the battery charges during off-peak hours and discharges to serve onsite loads during on-peak hours. ☐ Yes ☐ No

Describe any other intended operation of the battery: _____

_____

Reference Point of Applicability (RPA) Designation

Where is the desired RPA location? [Check one]

- ☐ Point of DER connection (PoC)
- ☐ Point of interconnection / point of common coupling (PCC)
- ☐ Another point between PoC and PCC
- ☐ Different RPAs for different DER units

Is the RPA location the same as above for detection of abnormal voltage, faults and open-phase conditions?

- ☐ Yes
- ☐ No (detection location must be denoted in the one-line diagram)

Why does this DER fit the chosen RPA? [Check all that apply]

- ☐ Zero-sequence continuity between PCC and PoC is maintained
- ☐ The DER aggregate Nameplate Rating is less than 500 kVA
- ☐ Annual average load demand is greater than 10% of the aggregate DER Nameplate Rating, and it is not capable of, or is prevented from, exporting more than 500 kVA for longer than 30 seconds.

General Information

Enclose copy of site electrical one-line diagram showing the configuration of all Generating Facility equipment, Reference Point of Applicability, current and potential circuits, and protection and control schemes.

Enclose copy of any site documentation that indicates the precise physical location of the proposed Generating Facility (e.g., USGS topographic map or other diagram or documentation).

Enclose a copy of specification sheets for all applicable interface and control equipment, e.g., inverters, energy storage system, gateway, plant controller, automatic transfer switch and power control system. Are specification sheets enclosed?

___Yes____No

The Simplified Process is available only for inverter-based Generating Facilities that have a nameplate rating that does not exceed 50 kilowatts (kW) and an export capacity that does not exceed 25 kilowatts (kW) and that meet the codes, standards, and certification requirements of Title 17.9.568.12, or the QRU has reviewed the design or tested the proposed Generating Facility and is satisfied that it is safe to operate.

List components of the Generating Facility equipment package that are currently certified:

Equipment Type Certifying Entity 1.

2.

3.

4.

5.

Interconnection Customer Signature

I hereby certify that, to the best of my knowledge, the information provided in this Application is true. I agree to abide by the Terms and Conditions for Interconnecting an Inverter-Based Generating Facility with a nameplate rating that does not exceed 50 kilowatts (kW) and an export capacity that does not exceed 25 kilowatts (kW) and return the notice of completion when the Generating Facility has been installed.

Signed:_____

Title:_____

Date:_____

Utility Signature

The undersigned Utility agrees to abide by the Terms and Conditions and that optional paragraph 6.0 Indemnification ÿ applies ÿ does not apply.

Signed:_____

Title:_____

Date:_____

APPENDIX 1B
Standard Interconnection Application

A Customer-Generator applicant ("Applicant") hereby makes application to _____ (Utility) to install and operate a generating facility interconnected with the utility system.

Written applications should be submitted by mail, e-mail or fax to [*insert utility name*], as follows:

[*Utility*]:_____
[*Utility's address*]: _____
Fax Number: _____
E-Mail Address: _____
[*Utility*] Contact Name: _____
[*Utility*] Contact Title: _____

An application is a Complete Application when it provides all applicable information required below. (Additional information to evaluate a request for interconnection may be required and will be so requested from the Interconnection Applicant by Utility after the application is deemed complete).

SECTION 1. APPLICANT INFORMATION

Legal Name of Interconnecting Applicant (or, if an Individual, Individual's Name) Name:_____
_____ Mailing Address: _____
_____ City:
_____; State:_____; Zip Code: _____
Facility Location (if different from above):

_____
Telephone (Daytime): _____
Telephone (Evening): _____
Fax Number:_____
E-Mail Address: _____

Utility_____

_____
(Existing Account Number, if generator to be interconnected
on the Customer side of a utility revenue meter)_____

Type of Interconnect Service Applied for (choose one):_____Network Resource,
_____ Energy Only,_____Load Response (no export)_____Net metering

SECTION 2. GENERATOR QUALIFICATIONS

Data apply only to the Generating Facility, not the Interconnection Facilities.

Energy Source:

☐ Solar
☐ Wind
☐ Hydro
☐ Hydro type (e.g. Run-of-River)
☐ Diesel
☐ Natural Gas
☐ Fuel Oil
☐ Other (state type);_____

Prime Mover:

☐ Fuel Cell
☐ Recip Engine
☐ Gas Turbine
☐ Steam Turbine
☐ MicroTurbine
☐ PV
☐ Storage Batteries
☐ Other (state type);_____

Type of Generator:_____Synchronous_____Induction_____Inverter

Generator Nameplate Rating:_____kW (Typical); Generator Nameplate kVA: _____

Number of Units:_____

Total Export Capacity: _____ kW __ kVA ___

Interconnection Customer or Customer-Site Load:_____kW (if none, so state)

Typical Reactive Load (if known): _____

List components of the Generating Facility Equipment Package that are currently certified:

	Equipment Type	Certifying Entity
1.		
2.		
3.		
4.		

5.

Is the prime mover compatible with the certified protective relay package?
_____Yes_____No

Generator (or energy storage or solar collector)
Manufacturer, Model Name & Number:
Version Number:
Nameplate Output Power Rating in kW:
(Summer)_____; (Winter) _____
Nameplate Output Power Rating in kVA:
(Summer)_____; (Winter) _____

Individual Generator Power Factor
Rated Power Factor: Leading:_____Lagging: _____

Total Number of Generators to be interconnected pursuant to this Interconnection Application: ;
Elevation:_____;_____Single phase;_____Three phase

Inverter Manufacturer, Model Name & Number (if used):
_____

List of adjustable set points for the protective equipment or software:
_____

Note: A completed Power Systems Load Flow data sheet must be supplied with the Interconnection Application.

Generating Facility Characteristic Data (for inverter-based machines):
Max design fault contribution current: Instantaneous or RMS?
Harmonics Characteristics:
Start-up requirements:

Generating Facility Characteristic Data (for rotating machines):
RPM Frequency: _____
(*) Neutral Grounding Resistor (If Applicable): _____

Synchronous Generators:
Direct Axis Synchronous Reactance, Xd:_____P.U.
Direct Axis Transient Reactance, X' d:_____P.U.
Direct Axis Subtransient Reactance, X" d:_____P.U.
Negative Sequence Reactance, X2:_____P.U.
Zero Sequence Reactance, X0:_____P.U.
KVA Base: _____
Field Volts: _____
Field Amperes: _____

Induction Generators:
Motoring Power (kW): _____
I2t or K (Heating Time Constant): _____
Rotor Resistance, Rr: _____
Stator Resistance, Rs: _____
Stator Reactance, Xs: _____
Rotor Reactance, Xr: _____
Magnetizing Reactance, Xm: _____
Short Circuit Reactance, Xd": _____
Exciting Current: _____ Temperature

Rise: _____
Frame Size: _____
Design Letter: _____
Reactive Power Required In Vars (No Load): ____ Reactive Power Required In Vars (Full Load): _____
Total Rotating Inertia, H:_____Per Unit on kVA Base

Note: Please contact the Utility prior to submitting the Interconnection Application to determine if the specified information above is required.

Excitation and Governor System Data for Synchronous Generators Only:

Provide appropriate IEEE model block diagram of excitation system, governor system and power system stabilizer (PSS) in accordance with the regional reliability council criteria. A PSS may be determined to be required by applicable studies. A copy of the manufacturer's block diagram may not be substituted.

SECTION 3. INTERCONNECTION FACILITIES INFORMATION

Will a transformer be used between the generator and the Point of Common Coupling?
___Yes___No

Transformer Data (If Applicable, for Interconnection Customer-Owned Transformer): Is the transformer:_____single phase_____three phase? Size:_____kVA
Transformer Impedance:___percent on_kVA Base
If Three Phase:
Transformer Primary:_____Volts_____Delta_____Wye_____Wye Grounded
Transformer Secondary:_____Volts_____Delta_____Wye_____Wye Grounded
Transformer Tertiary:_____Volts_____Delta_____Wye_____Wye Grounded

Transformer Fuse Data (If Applicable, for Interconnection Customer-Owned Fuse): (Attach copy of fuse manufacturer's Minimum Melt and Total Clearing Time-Current Curves)
Manufacturer: Type: _____ Size:

_____

_____Sp
eed: _____

Interconnecting Circuit Breaker (if applicable):
Manufacturer:_____Type: _____
Load Rating (Amps): ___ (Cycles): _ Interrupting Rating (Amps): Trip Speed
_____

Interconnection Protective Relays (If Applicable):
If Microprocessor-Controlled:
List of Functions and Adjustable Setpoints for the protective equipment or software: Setpoint

Function	Minimum	Maximum
1.		
2.		
3.		
4.		
5.		
6.		

If Discrete Components:
(Enclose Copy of any Proposed Time-Overcurrent Coordination Curves) Manufacturer: Type: Style/Catalog No.: Proposed Setting:

Manufacturer:	Type:	Style/Catalog No.:	Proposed Setting:
Manufacturer:	Type:	Style/Catalog No.:	Proposed Setting:
Manufacturer:	Type:	Style/Catalog No.:	Proposed Setting:
Manufacturer:	Type:	Style/Catalog No.:	Proposed Setting:

Current Transformer Data (If Applicable):
(Enclose Copy of Manufacturer's Excitation and Ratio Correction Curves) Manufacturer:
Type: Accuracy Class: Proposed Ratio Connection: _____
Manufacturer:
Type: Accuracy Class: Proposed Ratio Connection: _____

Potential Transformer Data (If Applicable):
Manufacturer:
Type: Accuracy Class: Proposed Ratio Connection: _____
Manufacturer:
Type: Accuracy Class: Proposed Ratio Connection: _____

Limited Export and Non-Export Controls Information

Manufacturer: _____

Model Number: _____

Limited Export or Non-Export? ☐ Limited Export ☐ Non-Export

Control Type:

_____ Reverse Power Protection

_____ Minimum Power Protection

_____ Relative Distributed Energy Resource Rating

_____ Configured Power Rating

_____ Power Control System

_____ Export Control using mutually agreed-upon means

_____ Directional Power Protection

Control Power Setting: _____

Control Power Time Delay (if any): _____

Power Control System Open-Loop Response Time: Maximum _____ Average _____

When grid-connected, will the PCS employ any of the following? [Select all that apply]

- ☐ Unrestricted mode
- ☐ Export only mode
- ☐ Import only mode
- ☐ No exchange mode
- ☐ Export-limiting from all sources
- ☐ Export limiting from ESS
- ☐ Import limiting to ESS

Battery Storage Facility Information (If Applicable)

Do the batteries share an inverter with a renewable energy system? ☐ Yes ☐ No

Does the applicant intend to have the batteries charged by the distribution grid? ☐ Yes ☐ No

System Manufacturer: _____

Model: _____

_____

Battery System Charge/Discharge Rating (kW AC): _____

Maximum Battery System Charge/Discharge Rate (kW AC per second): _____

Battery Energy Capacity (kWh): _____

_____

Battery Operational Information

Backup – allows for partial or whole home transition to off-grid during a grid outage ☐ Yes ☐ No

Solar Self-Powered – the battery will charge from the renewable energy source during normal operation and discharge to serve loads behind your meter ☐ Yes ☐ No

Solar Non-Export – limits the export of energy to the grid to zero for both the battery and solar inverter, even if the battery system is fully charged and there is excess renewable source energy ☐ Yes ☐ No

Time-Based Control (sometimes called time-of-use or TOU mode) – the battery charges during off-peak hours and discharges to serve onsite loads during on-peak hours. ☐ Yes ☐ No

Describe any other intended operation of the battery: _____

Reference Point of Applicability (RPA) Designation

Where is the desired RPA location? [Check one]

- ☐ Point of DER connection (PoC)
- ☐ Point of interconnection / point of common coupling (PCC)
- ☐ Another point between PoC and PCC
- ☐ Different RPAs for different DER units

Is the RPA location the same as above for detection of abnormal voltage, faults and open-phase conditions?

- ☐ Yes
- ☐ No (detection location must be denoted in the one-line diagram)

Why does this DER fit the chosen RPA? [Check all that apply]

- ☐ Zero-sequence continuity between PCC and PoC is maintained
- ☐ The DER aggregate Nameplate Rating is less than 500 kVA
- ☐ Annual average load demand is greater than 10% of the aggregate DER Nameplate Rating, and it is not capable of, or is prevented from, exporting more than 500 kVA for longer than 30 seconds.

SECTION 4. GENERAL INFORMATION

Enclose copy of site electrical one-line diagram showing the configuration of all Generating Facility equipment, Reference Point of Applicability, current and potential circuits, and protection and control schemes.

This one-line diagram must be signed and stamped by a licensed Professional Engineer if the Generating Facility is larger than 50 kW. Is One-Line Diagram Enclosed?

_____Yes_____No

Enclose copy of any site documentation that indicates the precise physical location of the proposed Generating Facility (e.g., USGS topographic map or other diagram or documentation).

Proposed location of protective interface equipment on property (include address if different from the Interconnection Customer's address)

_____

Enclose copy of any site documentation that describes and details the operation of the protection and control schemes. Is Available Documentation Enclosed?

___Yes____No

Enclose copies of schematic drawings for all protection and control circuits, relay current circuits, relay potential circuits, and alarm/monitoring circuits (if applicable). Are Schematic Drawings Enclosed?

___Yes____No

Enclose a copy of specification sheets for all applicable interface and control equipment, e.g., inverters, energy storage system, gateway, plant controller, automatic transfer switch and power control system.

Are specification sheets enclosed?

___Yes____No

SECTION 5. APPLICANT SIGNATURE

I hereby certify that, to the best of my knowledge, all the information provided in the Interconnection Application is true and correct. I also agree to install a Warning Label provided by (utility) on or near my service meter location. Generating systems must be compliant with IEEE, NEC, ANSI, and UL standards, where applicable. By signing below, the Applicant also certifies that the installed generating equipment meets the appropriate preceding requirement(s) and can supply documentation that confirms compliance.

Signature of Applicant: ____ Date: _____

SECTION 6. INFORMATION REQUIRED PRIOR TO PHYSICAL INTERCONNECTION

(Not required as part of the application, unless available at time of application.) Installing Electrician:_____ Firm:_____
License No.: _____
Mailing Address: _____
City:_____ State:_____ Zip Code: _____
Telephone:_____
Installation Date: _____

Interconnection Date: _____

Signed (Inspector – if required): _____
Date: _____
(In lieu of signature of Inspector, a copy of the final inspection certificate may be attached)

APPENDIX 1C

Interconnection Agreement

Generating Facilities With a Rated Capacity No Greater than 10 MW and Not Qualified for Simplified Interconnection

This Generating Facility Interconnection Agreement ("Agreement") is entered into by and between _____ ("Utility") and _____ ("Interconnection Customer"). The Interconnection Customer and the Utility are sometimes referred to in this Agreement jointly as "Parties" or individually as a "Party".

In consideration of the mutual promises and obligations stated in this Agreement and its appendices, the Parties agree as follows:

I. SCOPE AND PURPOSE

A) This Agreement is intended to provide for the Interconnection Customer to interconnect and operate the Generating Facility in parallel with the Utility's System. Appendix A provides a one-line diagram of the Generating Facility and the Point of Common Coupling. Appendix B provides a description of the Generating Facility and its location.

B) This Agreement contains the terms and conditions under which the Interconnection Customer may interconnect the Generating Facility to the Utility. This Agreement does not authorize the Interconnection Customer to export power or constitute an agreement to purchased or wheel the Interconnection Customer's power. Other services that the Interconnection Customer may require from the Utility, or others, may be covered under separate agreements.

C) This Agreement allows for the occasional and inadvertent export of energy to the Utility, though it does not constitute an agreement by the Utility to purchase or pay for any energy, inadvertently or intentionally exported.

D) This Agreement does not constitute a request for, nor the provision of any transmission delivery service or any local distribution delivery service.

E) The technical requirements for interconnection are provided in New Mexico Administrative Code 17.9.568 and are incorporated and made part of this Agreement by this reference.

II. DEFINITIONS

"Agreement" means this Generating Facility Interconnection Agreement and its appendices.

"Business Day" means Monday through Friday, excluding holidays observed by the Utility.

"Commission" means the New Mexico Public Regulation Commission.

"Generating Facility" means the Interconnection Customer's device for the production of electricity identified in the Interconnection Application, including all generators, electrical wires, equipment, and other facilities owned or provided by the Interconnection Customer for the purpose of producing electric power.

"Generator" means any device producing electrical energy, including rotating generators driven by wind, steam turbines, internal combustion engines, hydraulic turbines, solar panels, fuel cells, or any other electric producing device, including energy storage technologies.

"Interconnection Application" means the request by an Interconnection Customer to interconnect a new Generating Facility, or to increase the capacity or make a material modification to the operating characteristics of an existing Generating Facility that is interconnected with the Utility's System.

“Interconnection Customer” is the person or entity so defined in the first paragraph of this Agreement.

“Interconnection Facilities” means the Utility's Interconnection Facilities and the Interconnection Customer's Interconnection Facilities. Collectively, Interconnection Facilities include all facilities and equipment between the Generating Facility and the Point of Common Coupling, including any modification, additions or upgrades that are necessary to physically and electrically interconnect the Generating Facility to the Utility's System. Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades.

“Nameplate rating” means the sum total of maximum rated power output of a DER’s constituent generating units and/or ESS, as identified on the manufacturer’s nameplate, regardless of whether it is limited by any approved means.

“Point of Common Coupling” means the point where the Interconnection Facilities connect with the Utility's System.

“System” means the facilities owned, controlled, or operated by the Utility that are used to provide electric service under a Utility’s tariff.

“System Emergency” means a condition on the Utility's System that is likely to result in imminent significant disruption of service to customers or is imminently likely to endanger life or property.

“Upgrade” means the required additions and modifications to the Utility's System at or beyond the Point of Common Coupling. Upgrades do not include Interconnection Facilities.

“Utility” is the entity so defined in the first paragraph of this Agreement.

III. GENERATING FACILITY DESCRIPTION

A) A single-line diagram of the Generating Facility is attached to and made part of this Agreement as Appendix A. The single line diagram shows the general arrangement of how the Generating Facility is interconnected with the Utility's System and shows all major equipment, including visual isolation equipment, Point of Common Coupling, ownership of equipment and meter location(s).

B) A description of the Generating Facility is attached to and made a part of this Agreement as Appendix B. Appendix B is standard form that provides the engineering and operating information about the Generating Facility, including the Generating Facility's Nameplate Rating, Export Capacity and scheduled operational (on-line) date.

IV. RESPONSIBILITIES OF THE PARTIES

A) The Parties shall perform all obligations of this Agreement in accordance with all applicable laws and regulations.

B) The Interconnection Customer shall design, construct, operate and maintain the Generating Facility in accordance with the equipment manufacturers' recommended maintenance schedules, and applicable laws and regulations, including local building codes and other applicable ordinances.

C) Interconnection of the Generating Facility in no way effects the Utility's obligation to serve the Utility's customer at whose location the Generating Facility is sited pursuant to the tariffs applicable to the customer's class of service.

D) The cost of utility system modifications required pursuant to the Fast Track process or the full interconnection study process shall be borne by the interconnection customer unless otherwise agreed to by the parties or following a determination by the commission that some or all of the costs constitute system benefits eligible for cost-sharing options as described in Rule 17.9.568.15.

E) The Interconnection Customer shall grant to the Utility, at no expense to the Utility, all easements and rights-of-way necessary for the Utility to install, operate, maintain, replace, and remove the Utility's Interconnection Facilities and Upgrades, including, but not limited to, adequate and continuous access rights to property owned or controlled by the Interconnection Customer. If any part of the Interconnection Facilities or Upgrades is to be installed on property owned by any person who is not a party to this Agreement, the Interconnection Customer shall, at no expense to the Utility, obtain from the owner of the property all such necessary easements and rights-of-way for the Utility. The Utility has no obligation to commence procurement, installation or construction of the Utility's Interconnection Facilities or Upgrades until the Interconnection Customer has provided all documents the Utility deems necessary to enable the Utility to obtain and record such easements and rights-of-way.

F) Upgrades:

a) The Utility shall design, construct, operate and maintain the Upgrades outlined in Appendix C in a good and workmanlike manner, and in

accordance with standard design and engineering practices, and applicable laws and regulations, including local building codes and other applicable ordinances.

b) Once installed, the Upgrades shall be owned and operated by the Utility and all costs associated with the operating and maintenance of the Upgrades, after the Generating Facility is operational, shall be the responsibility of the Utility, unless otherwise agreed.

c) The Interconnection Customer grants permission for the Utility to begin construction and to procure the necessary facilities and equipment to complete the installation of the Upgrades, as outlined in Appendix C. The Interconnection Customer may, for any reason, cancel or modify the Generating Facility project, so that any or all of the Upgrades are not required to be installed. If for any reason, the Generating Facility project is canceled or modified, so that any or all of the Upgrades are not required, the Interconnection Customer shall be responsible for all costs incurred by the Utility, including, but not limited to the additional costs to remove and/or complete the installation of the Upgrades. The Interconnection Customer shall provide written notice to the Utility of cancellation or modification. Upon receipt of a cancellation or modification notice, the Utility shall take reasonable steps to minimize additional costs to the Interconnection Customer, where reasonably possible.

G) Payments:

1) The Interconnection Customer shall provide for the payment of its obligations under this Agreement in one of the following ways:

i. The Interconnection Customer may pay the Utility the costs identified in Appendix C at the time the Parties execute this Agreement; or

ii. The Interconnection Customer may pay the Utility in accordance with Section IV.G(2) if, at the time the Parties execute this Agreement, the Interconnection Customer provides reasonably adequate assurance of its creditworthiness to the Utility. Reasonably adequate assurance may be satisfied by evidence of the Interconnection Customer's creditworthiness, or a letter of credit in an amount sufficient to cover the costs identified in Appendix C, or a guaranty from another entity accompanied by evidence of that entity's creditworthiness.

2) If the Interconnection Customer provides for assurance of creditworthiness in accordance with Section IV.G(1)(ii), the Utility will invoice the Interconnection Customer monthly for all amounts expended and all amounts for which the Utility has become obligated since the execution of this Agreement or the prior monthly invoice. The Interconnection Customer will pay each such invoice within 20 days.

V. TERM AND TERMINATION

A) This Agreement becomes effective when the Interconnection Customer and the Utility have both signed this Agreement. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:

1) The Parties agree in writing to terminate the Agreement;
2) The Interconnection Customer terminates this Agreement by written notice to the Utility prior to the completion of the final acceptance testing of the Generating Facility by the Utility;
3) The Utility terminates this Agreement after 30 days written notice to the Interconnection Customer if the Interconnection Customer has failed to comply with the payment or creditworthiness terms of Section IV.G and has not taken appropriate corrective action;
4) The Utility terminates this Agreement after three days written notice to the Interconnection Customer if the Interconnection Customer does not obtain and deliver the easements and rights-of-way described in Section IV.E to the Utility within 90 days of the Utility's request for such easements and rights-of-way;
5) Once the Generating Facility is operational, the Interconnection Customer terminates this Agreement after 30 days written notice to the Utility, unless otherwise agreed; or,
6) The Utility terminates this Agreement after 30 days written notice to the Interconnection Customer if the Interconnection Customer fails to:

   i. take all corrective actions specified in the Utility's written notice that the Generating Facility is out of compliance with the terms of this Agreement within the time frame set forth in such notice, provided that the terms and timeframes stated by the Utility conform to this Agreement; or

   ii. to complete construction of the Generating Facility within 24 months of the date of this Agreement or as otherwise agreed.

B) Upon termination of this Agreement the Utility may disconnected the Generating Facility from the Utility's System. The termination of this Agreement shall not relieve either Party of its liabilities and obligations, owed or continuing, at the time of the termination.

VI. OPERATIONAL ISSUES

A) Costs: Each Party will, at its own cost and expense, operate, maintain, repair and inspect, and shall be fully responsible for, the facilities which it now or hereafter may own, unless otherwise specified.

B) Right of Access: At all times, the Utility's personnel shall have access to the disconnect switch of the Generating Facility for any reasonable purpose in connection with the performance of the obligations imposed on it by this Agreement, to meet its obligation to operate the Utility safely and to provide service to its customers. If necessary for the purposes of this Agreement, the Interconnection Customer shall allow the Utility access to the Utility's equipment and facilities located on the premises.

C) Cooperation and Coordination: Both the Utility and the Interconnection Customer shall communicate and coordinate their operations, so that the normal operation of the Utility does not unduly effect or interfere with the normal operation of the Generating Facility and the Generating Facility does not unduly effect or interfere with the normal

operation of the Utility. Under abnormal operations of either the Generating Facility or the Utility system, the responsible Party shall provide timely communication to the other Party to allow mitigation of any potentially negative effects of the abnormal operation of their system.

D) Disconnection of Unit: The Utility may disconnect the Generating Facility as reasonably necessary for the following reasons: termination of this Agreement; non-compliance with this Agreement; System Emergency, and routine maintenance, repairs and modifications to the Utility's System. When reasonably possible the Utility shall provide prior notice to the Interconnection Customer explaining the reason for the disconnection. If prior notice is not reasonably possible the Utility shall after the fact, provide information to the Interconnection Customer as to why the disconnection was required. The Utility shall expend reasonable effort to reconnect the Generating Facility in a timely manner and to mitigate damages and losses to the Interconnection Customer.

E) Modifications to the Generating Facility: The Interconnection Customer shall notify the Utility in writing of any proposed modifications to the Generating Facility that could affect the Utility's System, providing twenty (20) Business Days notice or as many days notice as is reasonably possible. The notice shall provide all information needed by the Utility as part of the review described in this paragraph. Modifications that could affect the Utility's System include any change affecting the Generating Facility's Rated Capacity or Export Capacity and any modification of Interconnection Facilities, which include without limitation: protective systems, generation control systems, transfer switches/breakers, voltage transformers and current transformers. When reasonably possible the Interconnection Customer agrees not to make any material modifications to the Generating Facility until the Utility has approved the modifications, in writing, which approval shall not be unreasonably withheld. The Utility shall not take longer than ten (10) Business Days to review and respond to the proposed modifications after the receipt of the information required to review the modifications, and if the Utility fails to respond within ten (10) Business Days, the modification(s) shall be considered to be approved by the Utility. When it is not reasonably possible for the Interconnection Customer to provide prior written notice of modifications, the Interconnection Customer shall provide written notice to the Utility as soon as reasonably possible after the modifications have been made.

VII. Permits and Approvals: The Interconnection Customer shall obtain all environmental and other permits lawfully required by governmental authorities prior to the construction of the Generating Facility. The Interconnection Customer shall also maintain these applicable permits and compliance with these permits during the term of this Agreement.

VIII. INDEMNIFICATION AND LIMITATION OF LIABILITY

A) The Interconnection Customer shall indemnify and hold harmless the Utility against all damages, expenses and other obligations to third parties attributable to the negligence, strict liability or intentional acts of the Interconnection Customer. The Utility shall indemnify and hold harmless the Interconnection Customer against all damages, expenses and other obligations to third parties attributable to the negligence, strict liability or intentional acts of the Utility. The terms "Utility" and

"Interconnection Customer," for purposes of this indemnification provision, include their officers, directors, trustees, managers, members, employees, representatives, affiliates, successors and assigns.

B) Except in the event of acts of willful misconduct, each Party's liability to the other Party for failure to perform its obligations under this Agreement, shall be limited to the amount of direct damage actually incurred. Neither Party shall be liable to the other Party for any punitive, incidental, indirect, special, or consequential damages of any kind whatsoever, including for loss of business opportunity or profits, regardless of whether such damages were foreseen.

C) Notwithstanding any other provision in this Agreement, with respect to Utility's provision of electric service to any customer including the Interconnection Customer, the Utility's liability to such customer shall be limited as set forth in the Utility's tariffs and terms and conditions for electric service, and shall not be affected by the terms of this Agreement.

IX. DISPUTE RESOLUTION

A) Each party agrees to attempt to resolve all disputes arising hereunder promptly, equitably and in a good faith manner.

B) In the event of a dispute, either party shall provide the other party with a written notice of dispute. Such notice shall describe in detail the nature of the dispute. The non-disputing party shall acknowledge the notice within three business days of its receipt and identify a representative with the authority to make decisions for the non-disputing party with respect to the dispute.

C) If the dispute has not been resolved in eight business days for timeline related disputes or 20 business days for all other disputes after the receipt of the notice, the parties may, upon mutual agreement, seek resolution through the assistance of a dispute resolution service. The dispute resolution service will assist the parties in either resolving the dispute or in selecting an appropriate dispute resolution venue (e.g., mediation, settlement judge, early neutral evaluation, or qualified technical expert(s)) to assist the parties in resolving their dispute. Each party will be responsible for one-half of any costs paid to neutral third-parties.

D) For any technical disputes, both parties shall have a qualified technical representative present in the attempts to resolve the dispute.

E) If the dispute remains unresolved after 30 business days, either party may petition the commission to handle the dispute as a formal complaint or may exercise whatever rights and remedies it may have in equity or law.

X. INSURANCE

[*This Section shall either state that "the Interconnection Customer is not required to maintain insurance unless so ordered by the Commission for good cause upon the petition of a Utility" or, for Generating Facilities with Rated Capacity greater than 250 kW, the Utility may include the following provisions:*

A) The Interconnection Customer shall maintain, during the term of the Agreement, general liability insurance from a qualified insurance agency with a B+ or better rating by "Best" and with a combined single limit of not more than one million dollars ($1,000,000). Such general liability insurance shall include coverage against claims for damages resulting from (i) bodily injury, including wrongful death; and (ii)

property damage arising out of the Interconnection Customer's ownership and/or operation of the Generating Facility under this Agreement.

B) The general liability insurance required by Section IX.A shall, by endorsement to the policy or policies, (a) include the Utility as an additional insured; (b) contain a severability of interest clause or cross-liability clause; (c) provide that the Utility shall not by reason of its inclusion as an additional insured incur liability to the insurance carrier for the payment of premium for such insurance; and (d) provide for thirty (30) calendar days written notice to the Utility prior to cancellation, termination, alteration, or material change of such insurance.

C) The Interconnection Customer shall furnish the insurance certificates and endorsements required by Sections IX.A and IX.B to the Utility prior to the initial operation of the Generating Facility. Thereafter, the Utility shall have the right to periodically inspect or obtain a copy of the original policy or policies of insurance.

D) The general liability insurance required by Section IX.A shall state that coverage provided is primary and is not excess to or contributing with any insurance or self-insurance maintained by the Utility.

E) The Interconnection Customer may elect to self-insure rather than complying with Sections IX.A through IX.D if:

1) The Interconnection Customer provides to the Utility, at least thirty (30) days prior to the date of initial operation, a plan reasonably acceptable to the Utility to self-insure to a level of coverage equivalent to that required under Section IX.A; and,

2) The Interconnection Customer agrees to immediately obtain the coverage required under Section IX.A if the Interconnection Customer fails to comply with its self-insurance plan.

F) Failure of the Interconnection Customer or Utility to enforce the minimum levels of insurance does not relieve the Interconnection Customer from maintaining such levels of insurance or relieve the Interconnection Customer of any liability.

G) All insurance certificates, statements of self-insurance, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued and submitted to the following address:

[Utility]
Attention: Manager of Generation Insurance

_____]

XI. MISCELLANEOUS

A) Force Majeure: Force majeure shall mean any cause beyond the control of the Party affected, including, but not limited to, failure of or threat of failure of facilities, flood, earthquake, tornado, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, [labor dispute,] labor or material shortage, sabotage, restraint by court order or public authority, and action or non-action by or failure to obtain the necessary authorizations or approvals from any governmental agency or authority, which by exercise of due diligence such Party could not reasonably have been expected to avoid and which by exercise of due diligence, it shall be unable to overcome. If either Party, because of force majeure, is

rendered wholly or partly unable to perform its obligations under this Agreement, except for the obligation to make payments of money, that Party shall be excused from whatever performance is affected by the force majeure to the extent so affected, provided that:

1) the nonperforming Party, within a reasonable time after the occurrence of the force majeure, gives the other Party written notice describing the particulars of the occurrence;
2) the suspension of performance is of no greater scope and of no longer duration than is required by the force majeure; and
3) the nonperforming Party uses its best efforts to remedy its inability to perform. [This subparagraph shall not require the settlement of any strike, walkout, lockout or other labor dispute on terms which, in the sole judgment of the party involved in the dispute, are contrary to its interest. It is understood and agreed that the settlement of strikes, walkouts, lockouts or other labor disputes shall be entirely within the discretion of the Party involved in the disputes.]

B) Notices: Any written notice, demand, or request required or authorized in connection with this Agreement shall be deemed properly given if delivered in person, sent by first class mail with postage prepaid, or sent by electronic mail as specified below:

1) To the Utility:

_____

_____

_____ Email: _____

2) To the Interconnection Customer:

_____

_____

_____

Email: _____

_____

2) A Party may change its address for notices at any time by providing the other Party written notice of the change, in accordance with this Section.
3) The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, phone numbers and electronic mail addresses may be communicated or revised by one Party's notice to the other Party.

C) Assignment: The Interconnection Customer shall not assign its rights nor delegate its duties under this Agreement without the Utility's written consent. Any assignment or delegation the Interconnection Customer makes without the Utility's written consent shall not be valid. The Utility shall not unreasonably withhold its consent to the Generating Entities assignment of this Agreement.

D) Non-waiver: None of the provisions of this Agreement shall be

considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

E) Governing Law and Inclusion of Utility's Tariffs and Rules:

1) This Agreement shall be interpreted, governed and construed under the laws of the State of New Mexico as if executed and to be performed wholly within the State of New Mexico without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.

2) 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 Commission rules applicable to the electric service provided by the Utility, which tariff schedules and Commission rules are hereby incorporated into this Agreement by this reference.

3) Notwithstanding any other provisions of this Agreement, the Utility shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in rates, charges, classification, service, tariff or rule or any agreement relating thereto.

F) Amendment and Modification: This Agreement can only be amended or modified by a writing signed by both Parties.

G) Entire Agreement: This Agreement, including its Appendices, constitutes the entire Agreement between the Parties with regard to the interconnection of the Generating Facility of the Parties at the Point(s) of Common Coupling expressly provided for in this Agreement and supersedes all prior agreements or understandings, whether verbal or written. 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. Each Party also represents that in entering into this Agreement, it has not relied on the promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement or in the incorporated attachments and appendices.

H) Confidential Information: Except as otherwise agreed or provided herein, each Party shall hold in confidence and shall not disclose confidential information, to any person (except employees, officers, representatives and agents, who agree to be bound by this section). Confidential information shall be clearly marked as such on each page or otherwise affirmatively identified. If a court, government agency or entity with the right, power, and authority to do so, requests or requires either Party, by subpoena, oral disposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose confidential information, that Party shall provide the other Party with prompt notice of such request(s) or requirements(s) so that the other Party may seek an appropriate protective order or waive compliance with the terms of this Agreement. In the absence of a protective order or waiver the Party shall disclose such confidential information which, in the opinion of its counsel, the party is legally compelled to disclose. Each Party will use reasonable efforts to obtain

reliable assurance that confidential treatment will be accorded any confidential information so furnished.

I) Non-warranty: Neither by inspection, if any, or non-rejection, nor in any other way, does the Utility give any warranty, expressed or implied, as to the adequacy, safety, or other characteristics of any structures, equipment, wires, appliances or devices owned, installed or maintained by the Interconnection Customer or leased by the Interconnection Customer from third parties, including without limitation the Generating Facility and any structures, equipment, wires, appliances or devices appurtenant thereto.

J) No Partnership: This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

XII. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused two originals of this Agreement to be executed by their duly authorized representatives. This Agreement is effective as of the last date set forth below.

Interconnection Customer

By: _____

Name: _____

Title: _____

Date: _____

Utility

By: _____

Name: _____

Title: _____

Date:

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