

SIMPLIFIED INTERCONNECTION AGREEMENT FOR QUALIFYING FACILITIES 25 kW OR LESS

1.0 Construction of the Facility

The Interconnection Customer may proceed to construct the Generating Facility when the Utility approves the Interconnection application (the "Application") and returns it to the customer.

2.0 Qualifying Facility 25kW or Less

Customer's electric service account number _____

Type of generating facility (solar, wind, etc.) _____

Rated generating capacity _____ (kW)

Customer and facility address _____

_____

_____

Facility will be ready for operation on or about _____ (date)

Operating option:

Customer has elected to operate its Qualifying Facility in parallel with Utility's system. Customer understands that if this Agreement is accepted, connection and operation of Customer's Qualifying Facility must meet at all times all applicable safety and performance standards, including those established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, Underwriters Laboratories, and all additional safety and performance standards of Utility or adopted by the commission pursuant to this rule that are necessary to protect public safety and system reliability.

Customer shall be subject to the terms and conditions set forth in 17 NMAC, Chapter 9, Part 575, a copy of which is attached to this agreement. Customer herby acknowledges that Customer has read 17, NMAC Chapter 9, Part 570.

3.0 Credit for Net Energy

Credit for net energy shall be in accordance with 17 NMAC, Chapter 9, Part 570.



4.0 Interconnection and Operation

The customer may operate Generating Facility and interconnect with the utility's electric system once all of the following have occurred:

4.1 Upon completing construction, the Customer will cause the Generating Facility to be inspected or otherwise certified by the appropriate local electrical wiring inspector with jurisdiction, and

4.2 The Customer returns the Certificate of Completion to the Utility, and

4.3 The Utility has completed its inspection of the Generating Facility. All inspections must be conducted by the utility, at its own expense, within ten business days after receipt of the Certificate of Completion and shall take place at a time agreeable to the Parties. The Utility shall provide a written statement that the Generating Facility has passed inspection or shall notify the Customer of what steps it must take to pass inspection as soon as practicable after the inspection takes place.

4.4 The utility has the right to disconnect the Generating Facility in the event of improper installation or failure to return the Certificate of Completion.

Customer shall provide a clearly understandable sketch or one-line diagram showing the Qualifying Facility, the interconnection equipment, breaker panel(s), disconnect switches and metering, to be attached to this Agreement.

5.0 Maintenance and Permits

Customer shall maintain the Generating Facility and interconnection facilities in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to, Utility's interconnection requirements as set out in Appendix A-1 to this Agreement.

Customer shall obtain any governmental authorizations and permits required for the construction and operation of the electric Generating Facility and interconnection facilities.

6.0 Indemnification

The 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 Customer. The Utility shall indemnify and hold harmless the 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 "Customer", for purposes of this indemnification provision, include their officers, directors, trustees, managers, members, employees, representatives, affiliates, successors and assigns.



Nothing is this Agreement shall be construed to create any duty to, any standard of care with reference to or any liability to any person not a party to this Agreement. Neither Utility, its officers, agents, nor employee shall be liable for claims, demands, costs, losses, causes of action, or any other liability of any nature or kind, arising out of the engineering design, construction, ownership, maintenance or operation of, or making of replacements, additions or betterment to, Customer's facilities by Customer or any other person or entity.

Neither Utility, its officers, agents nor employees shall be liable for damages to the electrical generating equipment caused by an electrical disturbance on the Utility system or on the system of another, whether or not the electrical disturbance results from the negligence of Utility.

7.0 Insurance

All Generating Facilities with a rated capacity of 25 kW or less are strongly urged to obtain liability insurance to cover risks, liabilities, and consequences which may arise as a result of interconnection with the Utility System.

8.0 Limitation of Liability

Except in the event of acts of willful misconduct, each Party's liability to the other Party for failure to perform it 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.

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.

9.0 Governing Law

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.

10.0 Amendment, Modifications or Waiver

Any amendments or modifications to this Agreement shall be in writing and agreed to by both parties. The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same. No waiver by any party of the breach of any term or covenant contained in this Agreement, whether by contract or otherwise, shall be deemed to be construed as a further or continuing waiver of any such breach or a waiver of the breach of any other terms or covenant unless such waiver is in writing.



11.0 Termination

The agreement to interconnect may be terminated under the following conditions:

11.1 By the Customer: By providing written notice to the Utility.

11.2 By the Utility: If the Generating Facility fails to operate for any consecutive 12 month period or the Customer fails to remedy a violation of these Terms and Conditions.

11.3 Permanent Disconnection: In the event this Agreement is terminated, the Utility shall have the right to disconnect its facilities or direct customer to disconnect its Generating Facility.

11.4 Survival Rights: This Agreement shall continue in effect after termination to the extent necessary to allow or require either Party to fulfill rights or obligations that arose under the Agreement.

12.0 Notices

All written notices shall be directed as follows:

Attention: Chris Martinez
Columbus Electric Cooperative
P.O. Box 631
Deming, NM 88031

Attention: (Customer)
Name: _____
Address:
City: _____

Customer notices to Utility pursuant to Section 11 of this Agreement shall refer to the Customer's electric service account number set forth in Section 2 of this Agreement.

13.0 Term of Agreement

This Agreement shall be in effect when signed by the Customer and Utility and shall remain in effect thereafter month to month unless terminated by either party.

14.0 Assignment

This Agreement and all provisions hereof shall inure to and be binding upon the respective parties hereto, their personal representatives, heirs, successors, and assigns. Customer shall not assign this Agreement or any part hereof without the prior written consent of Utility, and such unauthorized assignment may result in the termination of this Agreement in accordance with Section 14.

15.0 Appendices

The Agreement includes the following attachments incorporated herein by reference:

- Utility's Interconnection Standards for Qualifying Facilities 25 kW or less.
- Customer's written request to Utility of Intent to interconnect Qualifying Facility.
- Customer's sketch or one line diagram and site drawing and generation and protection equipment specifications.
- Utility's written authorization to interconnect.

IN WITNESS WHEREOF, the parties 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.

CUSTOMER

By: _____

Name: _____

Title: _____

Date: _____

UTILITY

By: _____

Name: _____

Title: _____

Date: _____