

PUBLIC SERVICE COMPANY OF NEW MEXICO
ELECTRIC SERVICES

2ND REVISED SAMPLE FORM NO. 78
CANCELING 1ST REVISED SAMPLE FORM NO. 78

STANDARD SMALL PV RENEWABLE ENERGY CERTIFICATE PURCHASE AGREEMENT FOR
PARTICIPATION IN PNM'S SMALL PV PROGRAM

2009 JAN 12 PM 3:14
N.M. PUBLIC
UTILITY
REGULATION
COMMISSION


Page 1 of 1

Please see attached Standard Small PV Renewable Energy Certificate Purchase Agreement for Participation in PNM's Small PV Program.

X

EFFECTIVE
FEB 10 2009
REPLACED BY N.M.P.U.C. SHEET NO. _____
BY E10 8-00221-UT

Advice Notice No. 361


Gerard T. Ortiz
Director, Regulatory Policy & Case Management

GCG #499989

PUBLIC SERVICE COMPANY OF NEW MEXICO
AGREEMENT NO. _____

STANDARD SMALL PV RENEWABLE ENERGY
CERTIFICATE PURCHASE AGREEMENT FOR
PARTICIPATION IN PNM'S SMALL PV PROGRAM

THIS AGREEMENT, is made and entered into as of the date set forth below, by and between _____ ("Customer") and Public Service Company of New Mexico ("PNM") (individually "Party" or collectively "Parties").

WHEREAS, Customer, as the owner of the "Small PV System" rate 10kW or less and described in Section 1 below and in accordance with NMPRC Rule 17.9.572.13B, is the owner of certain Small PV Renewable Energy Certificates ("Small PV RECs");

WHEREAS, Customer desires to sell and PNM desires to purchase the Small PV RECs owned by Customer for which Small PV RECs will be issued by PNM pursuant to the terms of this Agreement;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. **PHOTOVOLTAIC SYSTEM.** Customer owns the following photovoltaic system (the "Small PV System") which is associated with PNM electric service account number _____, and which is interconnected to PNM's electric distribution pursuant to Standard Interconnection Agreement, PNM Electric Service Agreement No. _____, effective on _____:

PV System address (Premise): _____

Rated generating capacity: _____ (W_{DCPTC})

2. **PURCHASE OF SMALL PV RECs.** PNM will purchase from Customer all Small PV RECs for the PV System. The purchase price for the Small PV RECs will be calculated by multiplying the rate specified in Rate Schedule 24, Small Photovoltaic Renewable Energy Certificate ("Rate 24"), as of the date of this Agreement, by the number of kWh of energy generated by the PV System as measured by a PNM meter as further described in Section 5 of this Agreement. PNM will pay Customer for the Small PV RECs by crediting Customer's monthly electric service bill unless the Customer is leasing the Premise to a tenant.

EFFECTIVE

FEB 10 2009

REPLACED BY N.M.P.R.C. SHEET NO. _____
BY F10 08-0022-ut

For Customers occupying the Premise: If payment for the small PV RECs exceeds the Customer's monthly electric service bill, a credit will be applied to the following month's electric service bill, provided that the balance does not exceed twenty dollars (\$20.00). If the balance exceeds twenty dollars (\$20.00), PNM will issue a check to Customer for the entire balance.

For Customers leasing the Premise to a tenant: PNM will pay Customer for the Small PV RECs generated by the PV system located at the Premise on a monthly basis, provided the payment exceeds twenty dollars (\$20.00).

Payments for Small PV RECs will commence in the billing period subsequent to the execution of a Standard Interconnection Agreement and subsequent to PNM's receipt and execution of this Agreement. Purchase of Small PV RECs produced by generating capacity added to the PV System after execution of this Agreement will be made in accordance with Section 3 below.

3. **MODIFICATION OF GENERATING FACILITIES.** The capacity of the PV System shall not be increased without prior approval of PNM and should not be increased to capacity exceeding 10kW in any event. PNM will purchase Small PV RECs associated with an approved increase in generation capacity only upon execution of an amendment to this Agreement, at the rate specified in Rate 24, as of the date of the amendment.
4. **APPLICATION FEE.** Customer will be charged a one-time non-refundable application fee of one hundred dollars (\$100.00) for each residential account and two hundred and twenty-five dollars (\$225.00) for each non-residential account.
5. **METERING.** Customer shall provide and install a meter socket to accommodate a PNM meter that measures only the total output of the PV System inverter. This meter socket shall be installed in accordance with PNM's standard meter specifications and shall be in addition to the PNM meter socket used for the normal billing meter. Unless otherwise approved by PNM, this second meter socket shall be physically located next to the Customer provided meter socket for the PNM electric billing meter. PNM shall furnish and install a standard kilowatt-hour meter for the purpose of measuring the total output of the PV System inverter.

Attached hereto and incorporated herein as Appendix A, is Customer's application for sale of Small PV RECs, that includes a one-line diagram showing the PV System, the interconnection equipment, breaker panel(s), PNM required disconnect switches and PNM meters. Customer represents and warrants that the information contained in Appendix A is accurate as of the date of this Agreement.

6. **TERM OF AGREEMENT.** This Agreement shall be in effect for twelve years from the effective date, unless terminated as provided herein. x
x

7. **TERMINATION.** Either party may terminate this Agreement upon thirty (30) days prior written notice. This Agreement automatically terminates if Customer closes the electric service account specified in Section 1 of this Agreement or attempts to assign this Agreement. PNM may terminate this Agreement should Customer fail, neglect, or refuse to comply with all the provisions, warranties and covenants of this Agreement. If this Agreement is terminated, the final Small PV REC payment will be calculated based on Customer's last meter reading at the Premise. For Customers occupying the Premise, the final Small PV REC payment will be calculated and applied to Customer's final electric bill. For Customers leasing the Premise to a tenant, the final Small PV REC payment will be calculated and paid directly to the Customer.
8. **TERMINATION UPON TRANSFER OF PV SYSTEM.** Should Customer sell the residence or business and associated PV System, this Agreement shall automatically terminate. To immediately participate in the Small PV REC purchase program, the new PV System owner shall have 30 days from the time Customer terminates his/her PNM electric account to complete the net metering Interconnection Agreement process and to sign a new purchase agreement. If the new owner does not complete the interconnection process and sign a new purchase agreement within the 30 day period, the new PV system owner's application will be processed in the order received along with other applications. In either case, the new purchase agreement will be entered into at the then current NMPRC approved Small PV REC purchase price in effect at the time the new purchase agreement is executed.
9. **INTERRUPTION OR REDUCTION OF DELIVERIES.** PNM shall not be obligated to pay for a reduction in the number of Small PV RECs caused by interruptions of utility service or by utility required PV System shutdowns as specified in the executed Standard Interconnection Agreement.
10. **ACCESS TO PREMISES.** PNM may enter Customer's premises at all reasonable hours to read or test meters.
11. **NO WARRANTY OR GUARANTEE.** The Parties agree that the sale and purchase of the Small PV RECs is not an endorsement, confirmation, warranty, guarantee or representation concerning the safety, operating characteristics, durability or reliability of the PV System owned by Customer. Neither Party assumes the duty of inspecting the other Party's lines, wiring, apparatus, machinery or appliances, or any part thereof, and shall not be responsible to the other Party therefor. Customer agrees to install and maintain in a safe and efficient manner, and in accordance with good electrical practices and all applicable regulations, all of its lines, wiring, apparatus, machinery and appliances connected to PNM's electric distribution system.
12. **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.

Agreement No. _____

13. 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 conduct 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 term or covenant unless such waiver is in writing.

14. NOTICES. Any notice, request, approval, consent, instruction, direction or other communication required or permitted under this Agreement shall be in writing and shall be deemed given if personally delivered, delivered by reputable overnight courier or sent by First Class Mail, postage prepaid, and shall be deemed received, if personally delivered, or delivered by courier, upon delivery, and if mailed, on the third day following deposit in the U. S. mail.

If to PNM:

Attention: Customer Owned Generation Programs
Public Service Company of New Mexico
4201 Edith Boulevard NE, ES-62
Albuquerque, NM 87107

If to Customer:

Customer Name: _____
Address: _____
City: _____

All notices under this Agreement shall refer to the Customer's premise set forth in Section 1 of this Agreement.

15. ASSIGNMENT. Customer shall not assign this Agreement or any part hereof.
16. REGULATORY. This Agreement shall at all times be subject to such changes and modifications as shall be ordered from time to time by any legally constituted regulatory body, including the New Mexico Public Regulation Commission ("Commission"), having jurisdiction to require such changes and modifications. Notice shall be given in accordance with the Commission's requirements if and when the Commission is requested to take action which could cause a change in terms of this Agreement.
17. CERTIFICATION. Customer certifies that the attributes represented by the Small PV RECs are not being claimed by, delivered, sold and/or transferred to any other entity, in whole or in part. Customer also certifies that if the Premise is leased to a tenant, Customer has entered, or will enter, into an agreement with each tenant in

Agreement No. _____

which the tenant waives any and all right, title and interest in the Small PV RECs. Customer will notify PNM immediately if Customer enters into a different arrangement with any tenant.

18. ENTIRE AGREEMENT. It is understood and agreed that all representations and agreements between the parties covering the subject matter hereof are expressed herein and that no other representation of any kind or nature, whether made by the officers or agents of either of the Parties, shall be binding. There shall be no presumption or burden of proof favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

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: _____

PUBLIC SERVICE COMPANY OF NEW MEXICO

By: _____

Name: _____

Title: _____

Date: _____

EFFECTIVE
FEB 10 2009
REPLACED BY N.M.P.R.C. SHEET NO. _____
BY **HO 08-00 221-41**

APPENDIX A

CUSTOMER'S APPLICATION FOR THE SMALL PV PROGRAM
CUSTOMER'S ONE-LINE DIAGRAM AND
SITE DRAWING SHOWING PV SYSTEM, METERING AND
PROTECTION EQUIPMENT

EFFECTIVE
FEB 10 2009
REPLACED BY N.M.B.C. SHEET NO. _____
BY F10 08-0022/ut