

## CUSTOMER INTERCONNECTION SUPPLEMENTAL REVIEW AGREEMENT

This CUSTOMER INTERCONNECTION SUPPLEMENTAL REVIEW AGREEMENT (“Agreement”) is made and entered into by and between **Interconnection Customer, Inc**, a corporation organized and existing under the laws of the State of New Mexico (“Interconnection Customer”), and Public Service Company of New Mexico, a corporation existing under the laws of the State of New Mexico (“PNM”). Interconnection Customer and PNM each may be referred to as a “Party” or collectively as the “Parties.”

### RECITALS

**WHEREAS**, Interconnection Customer is proposing to develop a generating facility consisting of **[describe facility-system size]** (“GF”), consistent with the Interconnection Request submitted by Interconnection Customer dated \_\_\_\_\_ to PNM; and

**WHEREAS**, Interconnection Customer is a Generating Facility under New Mexico Public Regulation Commission (“NMPRC”) Rule 17.9.568 NMAC (“Rule 568”) and the New Mexico Interconnection Manual (“Interconnection Manual”); and

**WHEREAS**, Interconnection Customer desires to interconnect the GF with PNM’s electric power distribution systems; and

**WHEREAS**, Interconnection Customer has requested PNM to perform a supplemental review (“Supplemental Review”) to assess the impact of interconnecting the GF to PNM’s electric power distribution systems and any other PNM systems affected by such interconnection (collectively, “EPS”).

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

#### 1.0 OVERVIEW; PERFORMANCE OF STUDY

Interconnection Customer elects and PNM shall cause a Supplemental Review to be performed in accordance with the requirements of Rule 568 and consistent with Section 7.2 of the Interconnection Manual. The Supplemental Review will assess and determine the physical and electrical impacts on the EPS to connect the Interconnection Customer’s GF to the EPS. PNM shall use its sole discretion (subject to Section 3.0 *Scope of Study* and Section 4.0 *Study Standards* hereof) as to the scope, details and methods used in the Supplemental Review.

#### 2.0 COST OF THE STUDY

PNM agrees to provide all necessary labor, materials, facilities, equipment, transportation and supervision necessary to perform the Supplemental Review for Interconnection Customer.

Interconnection Customer agrees to compensate PNM in accordance with Section 6.0, *Payment for Study Work* of this Agreement. PNM estimates the cost to be **\$4,020.00** as described in Appendix B, attached hereto and made a part hereof.

#### 3.0 SCOPE OF STUDY

The scope of the Supplemental Review shall be subject to the assumptions set forth in Appendix A to this Agreement.

Upon conclusion of the Supplemental Review, PNM shall prepare a report ("Supplemental Review Report"), which shall provide the following information:

- a. Identification of any short circuit capability limits exceeded on EPS equipment as a result of the interconnection;
- b. Identification of any thermal overload, voltage limit violations, or voltage flicker resulting from the interconnection;
- c. Identification of any grounding issues resulting from the interconnection; and
- d. Description and non-binding, good faith estimated cost of facilities required to interconnect the GF to the EPS and to address the identified short circuit, protection and set point coordination, grounding, voltage drop, voltage flicker, and power flow issues.

#### **4.0 STUDY STANDARDS**

In performing the Supplemental Review, PNM will use appropriate electric utility practices to determine whether the GF can be interconnected to the EPS safely and reliably. Each Party will perform its obligations as set forth in this Agreement in a manner that reflects best practices in the electric industry and that are consistent with regional practices, applicable laws and regulations, and the organizational nature of each Party. All of the terms and provisions, to the extent practicable, shall be consistent with the provisions of Rule 568.

#### **5.0 INFORMATION REQUESTS**

Interconnection Customer will provide such information as reasonably requested by PNM as is necessary for PNM to complete the Supplemental Review. PNM reserves the right to request additional technical information from Interconnection Customer as may reasonably become necessary during the course of performing the Supplemental Review. If Interconnection Customer modifies its designated point of interconnection, Interconnection Request, or the technical information provided therein is modified, the time to complete the Supplemental Review may be extended. Interconnection Customer shall furnish, within ten (10) days, written responses to reasonable requests for information submitted by PNM.

#### **6.0 PAYMENT FOR STUDY WORK**

Interconnection Customer acknowledges that PNM would not incur costs under this Agreement but for the need to complete the Supplemental Review for the Interconnection Customer. As such, all costs incurred by PNM under this Agreement shall be the responsibility of Interconnection Customer. Upon completion of the Supplemental Review Report, PNM shall charge and Interconnection Customer shall pay the actual costs of the Supplemental Review as set forth below.

Interconnection Customer has provided PNM non-refundable deposits totaling **\$4,020.00** (collectively, "Deposit"). The Deposit shall be applied toward the costs of the Supplemental Review Study. Interconnection Customer shall pay any review costs that exceed the Deposit

within twenty (20) business Days of receipt of the invoice. If the Deposit exceeds the invoiced costs, PNM will return the excess amount within twenty (20) Business Days of the invoice, without interest.

Interconnection Customer shall make payments to PNM by check or electronic transfer to the bank and account number listed below:

If by Check:

Attention: Customer Owned Generation Programs – Anthony Bueno  
Public Service Company of New Mexico  
Alvarado Square  
Albuquerque, NM 87158-0510

If by Electronic Transfer:

Wells Fargo Bank  
PNM Misc. Depository  
Albuquerque, New Mexico  
Bank Acct # 651-100-3698  
ABA # 121-000-248

Attention: Anthony Bueno (241-2519)

## **7.0 OWNERSHIP OF STUDY RESULTS**

The Supplement Review Report and any other reports, summaries, plans and other documents arising out of the Supplemental Review shall be the property of PNM. All studies, computer input and output data, planning, operating and other documents, assumptions, and any other material shall remain in PNM's files, but copies shall be made available and supplied to Interconnection Customer, subject to the restrictions set forth in Section 8.0.

## **8.0 NONDISCLOSURE OF INFORMATION**

Interconnection Customer shall consider all information provided by PNM and all supporting work papers resulting from PNM's performance of services to be proprietary unless such information is available through public sources. Interconnection Customer shall not publish or disclose proprietary information for any purpose without the prior written consent of PNM.

PNM shall consider all information provided by Interconnection Customer and all supporting work papers resulting from Interconnection Customer's performance of services to be proprietary unless such information is available through public sources. PNM shall not publish or disclose proprietary information for any purpose, except to its corporate parent and affiliates, without the prior written consent of Interconnection Customer unless such publication is required by a NMPRC regulation, policy, order or other directive.

## **9.0 TERMINATION**

This Agreement will automatically terminate one (1) year from the effective date unless the term is extended by written agreement of the Parties or the Agreement is earlier terminated in accordance with this Section 9.0. PNM shall have the right to terminate this Agreement at any

time by providing written notice to Interconnection Customer if Interconnection Customer materially breaches this Agreement and fails to cure such material breach within fifteen (15) days of such notice. All expenses incurred by PNM for the benefit of the Interconnection Customer prior to such termination shall continue to be the sole responsibility of the Interconnection Customer.

Either Party may terminate this Agreement at any time by providing ten (10) days' advance written notice to the other. Following such notice, PNM shall determine actual expenses incurred by PNM on behalf of Interconnection Customer under this Agreement. PNM will refund any amount paid by Interconnection Customer in excess of actual costs incurred by PNM up to and through the effective date of termination. Interconnection Customer shall be responsible for any amounts incurred by PNM in excess of the Deposit up to and through the effective date of termination.

## 10.0 NOTICES

All notices hereunder shall be in writing and shall be delivered to the Parties and shall be delivered personally or sent by first class U.S. mail, facsimile, or recognized overnight courier service to the following addresses:

### To PNM:

Public Service Company of New Mexico  
Manager of Customer Solar Programs  
Alvarado Square MS 0510  
Albuquerque, New Mexico 87158

Phone: 505-241-2298  
Fax: 505-241-4369

### To INTERCONNECTION CUSTOMER:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone:  
Fax:

Such notices shall be deemed to have been received as follows: (1) if personally delivered, upon delivery; (2) if mailed, on the third Business Day following deposit in the U.S. mail; (3) if sent by facsimile, upon transmission as evidenced by a facsimile confirmation; or (4) if by overnight courier service, the next Business Day after such notice was delivered to the courier service.

## 11.0 GOVERNING LAW AND VENUE

This Agreement shall be interpreted in accordance with the substantive laws of the State of New Mexico without regard to its choice of law or conflict of law principles, and in accordance with the procedural laws of the State of New Mexico or the United States, whichever is applicable. Any action at law or judicial proceeding instituted by any Party relating to this

Agreement shall be instituted only in the state or federal courts of the State of New Mexico, unless otherwise agreed to by all of the Parties involved in such action.

## **12.0 FORCE MAJEURE**

Neither Party shall be considered to be in default in the performance of any of its obligations hereunder (other than its obligations to make payment of amounts owing pursuant hereto) if failure of performance shall be due to an uncontrollable force ("Uncontrollable Force"). The term Uncontrollable Force shall mean any cause beyond the control of the Party affected, including but not limited to failure of facilities, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance, labor dispute, sabotage, and restraint by court order or public authority or failure to obtain necessary approval from a governmental authority, which by exercise of due diligence and foresight such Party could not reasonably have been expected to avoid and which by exercise of due diligence it shall be unable to overcome. Nothing contained herein shall be construed so as to require a Party to settle any strike or labor dispute in which it may be involved. Either Party rendered unable to fulfill any obligations by reason of an Uncontrollable Force shall exercise due diligence to remove such inability with all reasonable dispatch.

## **13.0 LIABILITY AND INDEMNITY**

Subject to the following sentence, neither of the Parties, nor any of their successors or assigns, or the respective shareholders, partners, assigns, directors, officers, agents or employees or representatives of either of them, shall be liable to the other for consequential, special, exemplary, indirect or incidental losses or damages, including revenues from lost power, cost of capital, loss of goodwill, loss of revenues or profit, and each Party hereby releases the other and each of such persons from any such liability. The foregoing exclusion shall not be construed to limit recovery under any indemnity provided under this Agreement.

The Interconnection Customer shall at all times indemnify, defend, and hold PNM harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from work performed or obligations under this Agreement, except in cases of gross negligence or intentional wrongdoing by PNM.

## **14.0 ASSIGNMENTS**

Neither Party shall assign this Agreement unless the other Party consents to such assignment, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, PNM may assign this Agreement to its corporate parent or any corporate affiliates without the consent of Interconnection Customer.

## **15.0 DEFINITIONS; ENTIRE AGREEMENT**

Unless otherwise defined herein, the capitalized terms used in this Agreement shall have the same meanings as in Rule 568. This Agreement supersedes any and all proposals and/or understandings, oral and written relating to the Supplemental Review between the Parties and constitutes their sole and only Agreement relating to the Supplemental Review. This Agreement shall not be construed as creating any obligation of either Party to construct facilities, interconnect to PNM's system or for PNM to provide distribution service.

## **16.0 AMENDMENT**

The Parties may by mutual agreement amend this Agreement by a written instrument duly executed by the Parties.

## **17.0 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.

## **18.0 SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

## **19.0 WARRANTIES**

PNM makes no warranties or representations regarding this Agreement, the Supplemental Review or the Supplemental Review Agreement.

## **20.0 SURVIVAL OF OBLIGATIONS AND LIABILITIES**

The termination of this Agreement shall not relieve either Party of its obligations, duties, requirements, or rights under this Agreement incurred, or vested prior to termination of this Agreement or which, pursuant to the terms hereof, must be fulfilled after the date of termination of this Agreement.

## **21.0 EXECUTION BY COUNTERPARTS**

This Agreement may be executed in any number of counterparts, and upon execution of this Agreement by all Parties, the executed counterparts together shall have the same force and effect as an original instrument as if all Parties had signed the same signature page. Any signature page of this Agreement may be detached from any counterpart hereof without impairing the legal effect of any signature thereon, and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more signature pages.

**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.

[Signatures appear on the following page]

**PUBLIC SERVICE COMPANY OF NEW MEXICO**

By: \_\_\_\_\_

Name: Kumiko Styes

Title: Manager of Customer Solar Programs

Date: \_\_\_\_\_

**INTERCONNECTION CUSTOMER**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ASSUMPTIONS USED IN CONDUCTING THE  
CUSTOMER INTERCONNECTION SUPPLEMENTAL REVIEW**

This Supplemental Review will be based upon the results of the technical information provided by Interconnection Customer in the Interconnection Request, subject to any modifications in accordance with Section 7.2 of the NM interconnection manual, and the following assumptions:

Designation of Point of Interconnection and configuration to be studied.

\*        **xxx**

Designation of alternate Point(s) of Interconnection and configuration.

\*        **xxx**



**ESTIMATE OF SUPPLEMENTAL REVIEW COSTS**

<b>Group</b>	<b>Activity</b>	<b>Contact</b>		<b>Costs Estimates</b>
System Engineering	Protections & Communications	R. Petersen		24
Distribution Planning	Performing Study	M. Sanchez		24
	Contract Management	A. Bueno		16
		Total PNM Hours		58
		Estimated Loaded Cost	(\$65/hr)	
		PNM Costs		\$ 3,770
		Gross Receipts Tax	@6.625%	\$250
			Total	\$ 4,020