

Qualifying Facility
Interconnection Procedures Checklist

Kit Carson Electric Cooperative, Inc.

Name of QF: _____

Name of Utility: **Kit Carson Electric Cooperative, Inc.**

STEP 1

QF contacts the utility.

STEP 2

The Utility system then refers QF to the contact person.

STEP 3

Utility sends QF a letter with Application for Interconnection and Standard Interconnection Agreement with all attachments. Utility opens file to hold copies of QF correspondence and related documents.

STEP 4

QF completes both the Application and Agreement (including all attachments) and submits completed documents to the Utility, which includes the following:

Engineering Drawings and/or Schematics of Interconnection

Note: The drawings and/or schematics of the QF must be in sufficient detail to allow for the determination, confirmation, and verification of the requirements identified in the interconnect and safety standards for interconnection.

STEP 5

Utility and QF then finalize and execute agreement. Owner pays to the utility the full amount of estimated costs incurred by the utility for applicable interconnection.

STEP 6

QF constructs the facility, and the utility constructs the necessary interconnection facilities.

STEP 7

Once the small QF is constructed, an onsite review meeting with the utility will be scheduled.

STEP 8

Written authorization to operate the QF is provided by the utility.

Interconnection and Safety Standards for Qualifying Facilities

- A. **Interconnection Standards – Qualifying Facilities (QF) will meet the interconnection and safety requirements and standards as specified in NMPRC Rule 571, 17 NMAC 10.571 and as follows.**
- B. **Protection Requirements – The QF as a minimum will provide the following protection for the interconnected operation.**
 - 1. **Disconnect Switch – QF is to install a disconnect switch of sufficient rating such that when the switch is open there is a visible opening of the circuit at the point of connection to the utilities system.**
 - 2. **Back-Feed Protection – to insure the QF does not energize the utilities facilities during utility system disturbances.**
 - 3. **Synchronization Protection – to insure the QF system is synchronized with the utilities prior to coming on line so that the QF will not cause disturbances to be seen by other utility consumers.**
 - 4. **Frequency Protection – to be provided to maintain the frequency output of the QF within acceptable limits as prescribed by Institute of Electrical and Electronics Engineers (IEEE) limits.**
 - 5. **Fault Protection – to prevent short circuits of the QF system from causing system disturbances from being seen by other utility consumers.**
 - 6. **Overload Protection – to protect operating personal from the QF back-feeding into a fault on the utilities system.**
 - 7. **Lighting Protection – to prevent lighting problems from causing damage to the utilities equipment.**
 - 8. **Harmonics Correction – the QF is to prevent harmonic levels from causing problems for other utility consumers.**
 - 9. **Communication Interference Correction – if the QF causes any communication interference they will be required to install equipment to correct the problem.**
- C. **Schematic Requirement – The schematic or drawing will be reviewed to insure that the devices listed in section B above and their ratings have been addressed for the proposed QF.**
- D. **Code Requirements – the QF will be required to meet all applicable safety and performance standards, including those established by the National Electric Code, National Electric Safety Code, the IEEE, Underwriters Laboratories, local and state codes, and all additional safety and performance standards of the utility or adopted by the NMPRC pursuant to NMPRC Rule 571, 17 NMAC 10.571 that are necessary to protect public safety and system reliability.**
- E. **Permit Requirements – a permit issued by the State of New Mexico Construction Industries Division shall be turned in to the utility before the QF is connected to the utilities system.**
- F. **Notification of Initial Testing – the QF shall notify the utility 10 working days prior to putting the QF on line so that the utility's representative may be present**

during initial testing. This test is to be conducted during normal business hours for the utility or the QF may be charged for overtime charges incurred by the utility.

- G. Access Requirements – the QF will be required to provide access and Right of Way to the utility so that they may inspect the facility at any time. The QF will be required to supply the utility with all combinations to locks or allow the utility to install their own locks so that the utility will have access to the facility.
- H. Limitations – the Utility may develop additional provisions for case-by-case requirements and standards for certain facilities based on their size and location. The Rural Utility Service may require additional conditions for its borrowers. A QF is responsible for identifying and furnishing the utility with other standards, which the contract should contain, because of any unique characteristics of the QF or of potential effects from the QF operation, which the QF should reasonably know. Nothing in this statement shall preclude the utility from evaluating each request for interconnection on its own merits, subject to NMPRC Rule 571, 17 NMAC 10.571.

KIT CARSON ELECTRIC COOPERATIVE, INC.

STANDARD INTERCONNECTION AGREEMENT FOR
QUALIFYING FACILITIES 10 kW OR LESS

_____ (**Customer**) and **Kit Carson Electric Cooperative, Inc. (Utility)**, referred to collectively as parties and individually as party, agree as follows:

1. QUALIFYING FACILITY 10 kW OR LESS:

Customer's electric service account number _____

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

Rated generating capacity _____

Customer and facility address _____

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

Operating option:

Customer has elected to operate its Qualifying Facility (QF) in parallel with Utility's system.

Customer understands that if this agreement is accepted, connection and operation of customer's QF must meet, at all times, all applicable, safety and performance standards, including those established by the National Electric 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 10.571, a copy of which is attached to this agreement, Customer hereby acknowledges that Customer has read 17 NMAC 10.571.

2. CREDIT FOR NET ENERGY. Credit for net energy shall be in accordance with 17 NMAC 10.571.11.

3. INTERRUPTION OR REDUCTION OF DELIVERIES.

Utility shall not be obligated to accept or pay for and may require Customer to interrupt or reduce deliveries of available energy:

When necessary, in order to construct, install, maintain, repair, replace, remove, investigate or inspect any of its equipment or part of its system; or if it reasonably determines that curtailment, interruption, or reduction is necessary because of emergencies, forced outages, forced majeure, or compliance with prudent electrical practices.

Whenever possible, Utility shall give Customer reasonable notice of the possibility that interruption or reduction of deliveries may be required.

Notwithstanding any other provision of this agreement, if at any time Utility reasonably determines that either:

The facility may endanger Utility personnel or other persons or property,
or

The continued operation of Customer's facility may endanger the integrity or safety of Utility's electric system,

Utility shall have the right to disconnect and lock out Customer's facility from Utility's electric system. Customer's facility shall remain disconnected until such time as Utility is reasonably satisfied that the conditions referenced in this section have been corrected.

4. INTERCONNECTION.

Customer shall deliver the as-available energy to Utility at the Utility's meter.

Customer shall pay for designing, installing, operating, and maintaining the electric generating facility in accordance with all applicable laws and regulations.

Utility shall furnish and install a standard kilowatt-hour meter. Customer shall provide and install a meter socket and any related interconnection equipment per Utility's requirements.

Utility may meter the customer's usage using two meters for measurement of energy flows in each direction at the point of delivery. Additional metering shall be at the expense of the party choosing to install additional meters, unless net metering cannot be accomplished otherwise; provided, however, that Customer's and Utility's responsibility for metering costs will be in accordance with the provisions of 17 NMAC 10.571.10.6.

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.

Customer shall not commence parallel operation of the generating facility until written approval of the interconnection facilities has been given by Utility. Such approval shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Utility approval to operate Customer's Qualifying Facility in parallel with Utility's electrical system should not be construed as an endorsement, confirmation, warranty, guarantee or representation concerning the safety, operating characteristics, durability or reliability of Customer's Qualifying Facility. Utility shall have the right to have its representatives present at the initial testing of Customer's protective apparatus.

5. 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 to this agreement, and

Obtain any governmental authorizations and permits required for the construction and operation of the electric generating facility and interconnection facilities.

6. ACCESS TO PREMISES. Utility may enter Customer's premises:

To inspect at all reasonable hours Customer's protective devices and read or test meter; and

To disconnect, without notice, the interconnection facilities if Utility reasonably believes a hazardous condition exists and such immediate action is necessary to protect persons, or Utility's facilities, or property of others from damage or interference caused by Customer's facilities, or lack of properly operating protective devices.

7. INDEMNITY AND LIABILITY.

Each party shall indemnify the other party, its directors, officers, agents and employees against all loss, damages, expense and liability to third persons for injury to, or death of persons or injury to property caused by the indemnifying party's engineering design, construction, ownership or operations of, or the making of replacements, additions or betterment to, or by failure of, any such party's works or facilities used in connection with this agreement by reason of omission or negligence, whether active or passive. The indemnifying party shall, on the other party's request, defend any suit asserting a claim covered by this indemnity. The indemnifying party shall pay all costs that may be incurred by the

other partying enforcing this indemnity. It is the intent of the parties hereto that, where negligence is determined to have been contributory, principles of comparative negligence will be followed and each party shall bear the proportionate cost of any loss, damage, expense and liability attributable to that party's negligence.

Nothing in this agreement shall be construed to create any duty to any standard of care, with reference to or any liability, to any person not to a party to this agreement. Neither utility, its officers, agents or employees shall be liable for any 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 or 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.

8. GOVERNING LAW.

This agreement shall be interpreted, governed, and construed under the laws of the state of New Mexico as executed and to be performed wholly within the state of New Mexico.

9. 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.

10. NOTICES. All written notices shall be directed as follows:

Attention: Kit Carson Electric Cooperative

Kit Carson Electric Cooperative
118 Cruz Alta Road
P.O. Box 587
Taos, N.M. 87571

Attention: CUSTOMER

Name: _____
Address: _____
City: _____

Customer notices to Utility pursuant to section 10 of this agreement shall refer to the Customer's electric service account number set forth in section 1 of this agreement.

11. 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 on thirty (30) days' prior written notice in accordance with section 9.

12. 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 10.

13. APPENDICES.

This agreement includes the following appendices or attachments, as labeled and incorporated herein by reference:

Utility's Interconnection Standards for Qualifying Facilities 10 kW or less.

Customer's written request to Utility of intent to interconnect Qualifying Facility.

Customer's sketch or one line diagram, onsite 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: _____