

**City of Truth or Consequences  
(Exhibit 3A)**

**Simplified Interconnection  
Terms and Conditions for Generating Facilities  
With a Rated Capacity up to and including 10kW**

**1.0 Construction of the Facility**

The Interconnection Customer (the "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 Interconnection and Operation**

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

- 2.1 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
- 2.2 The Customer returns the Certificate of Completion to the utility, and
- 2.3 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.
- 2.4 The utility has the right to disconnect the Generating Facility in the event of improper installation or failure to return the Certificate of Completion.

**3.0 Safe Operations and Maintenance**

The Customer shall be fully responsible to operate, maintain, and repair the Generating Facility as required to ensure that it complies at all times with the interconnection standards to which it has been certified.

**4.0 Access**

The utility shall have access to the disconnect switch and metering equipment of the Generating Facility at all times. The utility shall provide reasonable notice to the Customer when possible prior to using its right of access.

## **5.0 Disconnection**

The utility may temporarily disconnect the Generating Facility upon the following conditions:

- 5.1 For scheduled outages per notice requirements in the utility's tariff or Commission rules.
- 5.2 For unscheduled outages or emergency conditions pursuant to the utility's tariff or Commission rules.
- 5.3 If the Generating Facility does not operate in the manner consistent with these Terms and Conditions.
- 5.4 The utility shall inform the Customer in advance of any scheduled disconnection, or as is reasonable after an unscheduled disconnection.

## **6.0 Indemnification [Optional]**

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.

## **7.0 Insurance**

All Generating facilities with a rated capacity of 10kW 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 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.

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 Termination**

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

- 9.1 By the Customer:** By providing written notice to the utility.
- 9.2 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.
- 9.3 Permanent Disconnection:** In the event this Agreement is terminated, the utility shall have the right to disconnect its facilities or direct the Customer to disconnect its Generating Facility.
- 9.4 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.

## **10.0 Assignment/Transfer of Ownership of the Facility**

This Agreement shall survive the transfer of ownership of the Generating Facility to a new owner when the new owner agrees in writing to comply with the terms of this Agreement and so notifies the utility.