

**EL PASO ELECTRIC COMPANY**

**SCHEDULE NO. DG**

**INTERCONNECTION AND PARALLEL OPERATION OF  
DISTRIBUTED GENERATION**

**AVAILABILITY**

This rate schedule is applicable to Customers with facilities consisting of one or more on-site generating units operating in parallel with the Company's system (Distributed Generation) as defined in Public Utility Commission of Texas (PUCT or Commission) 16 Texas Administrative Code (TAC) §25.211 and §25.212 (DG Rule) pursuant to the terms of the Agreement for Interconnection and Parallel Operation of Distributed Generation, which is incorporated herein. To qualify for this rate schedule, no more than ten (10) megawatts (MW) of a facility's capacity will be interconnected at any point in time at the point of common coupling with the Company's distribution system, and the Customer shall have no intent to sell electricity in the wholesale energy market.

**APPLICATION FOR INTERCONNECTION**

A person seeking interconnection and parallel operation of Distributed Generation (DG) with the Company's distribution system must complete and submit the Application for Interconnection and Parallel Operation of Distributed Generation with the Utility System, which is incorporated herein. The Application must be accompanied by an End-Use Customer Acknowledgement Regarding Rates signed by the end-use customer, which is incorporated herein.

An Interconnection Customer shall pay the following application fee to the Company at the time the Customer delivers its interconnection application to the Company:

1. \$85.00 if the proposed generating facility will have a rated capacity less than or equal to 100 kilowatts (kW); or
2. \$230.00 if the proposed generating facility will have a rated capacity greater than 100 kW.

Amendments and addenda to an existing interconnection agreement undertaken in order to record increases of DG capacity or additions of storage will be subject to an interconnection application fee not to exceed 50% of the fee applicable for new interconnections. Amendments and addenda shall not result in forfeiture of grandfathering provisions where an agreement has previously been grandfathered pursuant to the terms of Rate Schedule No. 01 or Rate Schedule No. 02. Cancellation of interconnection agreements and complete and permanent removal of existing interconnected DG or storage shall result in forfeiture of grandfathering provisions under the terms of Rate Schedule No. 01 or Rate Schedule No. 02 but will not be subject to a fee of any kind.

**DEFINITIONS**

On-peak periods and off-peak periods are all defined in the appropriate rate schedules under which the Customer takes power.

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#### TERRITORY

Texas Service Area

#### TYPE OF SERVICE

Distributed Generation: DG systems may be comprised of one or more primary technologies such as internal combustion engines, combustion turbines, photovoltaics, wind, landfill gas, and batteries.

#### PRICING

Pricing for supplemental, maintenance, backup, and non-firm purchased power will be in accordance with the Company's Supplemental, Maintenance, Backup, Non-Firm Purchased Power, and Interruptible Power Service Rate Schedule Nos. 45, 46, 47, 48, and 51 and other applicable rate schedules. All Customers, except residential service customers and commercial customers whose capacity is 15 kW or less, must have a demand meter.

#### PRE-INTERCONNECTION STUDY

A pre-interconnection study may be required and conducted by Company or by the Company's authorized agent. A pre-interconnection study is an on-site analysis used to determine the interconnection requirements and the system voltage for providing parallel service to a DG Customer and an engineering analysis that determines whether the presence of the DG unit at a particular location would interfere with the protective fusing and relaying on the distribution system. The study includes an analysis of the DG contribution to power flow, VAr flow, available fault current, and effects on switched capacitors and voltage under normal and worst case situations. The study may vary in scope, but it results in the minimum information for attaching a small DG unit at a particular location on the distribution system or results in identifying the necessity of further studies for a larger unit. The cost of the pre-interconnection study shall be borne by the Customer pursuant to PUCT 16 TAC §25.211 (hereinafter the "DG Rule").

#### **A. Pre-Interconnection Study Fee Schedule**

**Table 1. Non-Exporting Distributed Generation Units**

<b>Non-Exporting</b>	<b>0 to 10 kW</b>	<b>10+ to 500 kW</b>	<b>500+ to 2,000 kW</b>	<b>2,000+ to 10,000 kW</b>
1. Pre-Certified, not on network	\$0	\$255	\$437	\$692
2. Not Pre-Certified, not on network	\$198	\$359	\$541	\$796
3. Pre-Certified, on network	\$182	\$364	\$1,238	\$2,038
4. Not Pre-Certified, on network	\$390	\$572	\$1,446	\$2,246

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**Table 2. Exporting Distributed Generation Units**

<b>Exporting</b>	<b>0 to 10 kW</b>	<b>10+ to 500 kW</b>	<b>500+ to 2,000 kW</b>	<b>2,000+ to 10,000 kW</b>
1. Pre-Certified, not on network	\$112	\$450	\$1,019	\$1,420
2. Not Pre-Certified, not on network	\$259	\$754	\$1,227	\$1,628
3. Pre-Certified, on network	\$271	\$946	\$2,694	\$3,567
4. Not Pre-Certified, on network	\$686	\$1,258	\$3,006	\$3,879

**B. Pre-Interconnection Study Fee Applicability**

1. Pre-Interconnection Study Fees will not be assessed for DG units up to 500 kW that are pre-certified as defined pursuant to the DG Rules, that export no more than 15% of the total load on a single radial feeder and that contribute no more than 25% of the maximum potential short-circuit current on a single feeder. No fee is charged for any pre-certified (according to PUCT definition) DG unit up to 500 kW that exports not more than 15% of the total load on a single radial feeder and contributes not more than 25% of the maximum potential short-circuit current on a single radial feeder.
2. No fee is charged for any pre-certified (according to PUCT definition) distributed inverter based generation unit up to 20 kW connected to a distribution network.
3. For any pre-certified DG unit up to 500 kW that exceeds the limits defined in Section A above, or any pre-certified DG unit above 500 kW, the fees in Section A apply as required for any pre-interconnection studies required by the Company.
4. For any non-certified DG unit, the fees in Section A apply as required for any pre-interconnection studies required by the Company.
5. The fees in Section A apply for any pre-interconnection studies required by the Company for interconnection of DG to either radial feeders or distribution networks.

**TERMS OF PAYMENT FOR PRE-INTERCONNECTION STUDY FEE**

All charges for pre-interconnection studies that are required to be undertaken by the Company prior to interconnection must be agreed to and paid by the Customer prior to commencement of the study.

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**TERMS AND CONDITIONS OF SERVICE**

The terms and conditions under which interconnection of DG is to be provided are contained in 16 TAC §25.211 and §25.212, which are incorporated herein by reference, and in the Agreement for Interconnection and Parallel Operation of Distributed Generation, which is incorporated herein. The rules are subject to change from time to time as determined by the Commission, and such changes shall be automatically applicable hereto based upon the effective date of any Commission order or rule amendment. The provisions and conditions of the Company's Standard Terms and Conditions and of the Supplementary, Maintenance, Backup, Non-Firm Purchased Power, and Interruptible Power Service Schedule Nos. 45, 46, 47, 48 and 51 will continue to be applied, unless specifically changed per this rate schedule. Customers requesting service under this rate schedule must also execute a Contract for Electric Service. The Company's Rules and Regulations and the contract provisions shall apply under this rate schedule.

**OTHER SERVICES**

Other services may be provided as requested by the Customer and provided pursuant to negotiations and agreement by the Customer and Company and may be subject to approval by the Commission.

The contract capacity for residential customers will be the manufacturer's nameplate rating of the generator. All electricity used over the power provided by the generator will be considered supplemental power and billed according to the standard Rate Schedule No. 45.

**RELATED TARIFFED SERVICES**

Other services as described below may be provided as requested by the Customer pursuant to negotiations and agreement by the Customer and Company and may be subject to approval by the Commission.

Services for qualifying small power production and cogeneration facilities as defined in 18 CFR, Part 292, Subpart B, of the final rules issued by the Federal Energy Regulatory Commission to implement Sections 201 and 210 of the Public Utility Regulatory Policies Act of 1978:

**Backup and Maintenance Service:** Applicable and available to the requirements at the site of the DG and only to Customers who have their own *qualifying* generation equipment and who contract for backup and maintenance service pursuant to Rate Schedule No. 46, Maintenance Service, and Rate Schedule No. 47, Backup Service.

**Supplementary Service:** Applicable and available to the requirements at the site of the DG and only to Customers who have their own *qualifying* generation equipment but

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whom also require firm power service in addition to service provided under Rate Schedule No. 46, Maintenance Service, and Rate Schedule No. 47, Backup Service. Supplementary Service may be provided under the Company's Rate Schedule No. 45 applicable to Customer requirements at the site of the DG only.

**Non-Firm Purchased Power Service:** Applicable and available to the requirements at the site of the DG and only to Customers who have their own *qualifying* generation equipment and who contract with the Company for purchase of the Customer's non-firm energy pursuant to Rate Schedule No. 48, Non-Firm Purchased Power Service. This rate schedule is limited to purchases of non-firm energy delivered at a rate of 2,000 KW or less.

**Interruptible Power Service For Qualifying Facilities:** Applicable and available to the requirements at the site of the DG and only to Customers who have their own *qualifying* generation equipment and who contract with the Company for electric energy or capacity supplied by the Company and subject to interruption by the Company under specified conditions pursuant to Rate Schedule No. 51, Interruptible Power Service.

**INDEMNITY CLAUSE**

The provisions of the Indemnity Clause in the Customer's contract for service under this rate schedule shall apply.

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**END-USE CUSTOMER ACKNOWLEDGEMENT REGARDING RATES**

I acknowledge (i) that El Paso Electric Company's customer classifications, rates, charges, and fee structures are subject to change at any time upon approval of the municipalities, Public Utility Commission of Texas, or the Federal Energy Regulatory Commission under their respective authorities to regulate El Paso Electric Company, and (ii) such changes could affect the economics (costs, any credits, and other benefits) of my distributed generation, including the magnitude and existence of any net savings on my bill.

[END-USE CUSTOMER NAME]

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

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Customers seeking to interconnect distributed generation with the utility system will complete and file with the Company the following Application for Parallel Operation:

**APPLICATION FOR INTERCONNECTION AND PARALLEL OPERATION OF DISTRIBUTED  
GENERATION WITH THE UTILITY SYSTEM**

Return Completed Application to: El Paso Electric Company  
Attention: Manager, Renewables and Emergent  
Technologies  
P.O. Box 982  
El Paso, Texas 79960

Customer's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Service Point Address: \_\_\_\_\_

Information Prepared and Submitted By: \_\_\_\_\_

(Name and Address) \_\_\_\_\_

Signature \_\_\_\_\_

The following information shall be supplied by the Customer or Customer's designated representative. All applicable items must be accurately completed in order that the Customer's generating facilities may be effectively evaluated by the El Paso Electric Company (Company) for interconnection with the utility system.

**GENERATOR**

Number of Units: \_\_\_\_\_

Manufacturer: \_\_\_\_\_

Type (Synchronous, Induction, or Inverter): \_\_\_\_\_

Fuel Source Type (Solar, Natural Gas, Wind, etc.): \_\_\_\_\_

Kilowatt Rating (95 F at location) \_\_\_\_\_

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Kilovolt-Ampere Rating (95 F at location): \_\_\_\_\_

Power Factor: \_\_\_\_\_

Voltage Rating: \_\_\_\_\_

Ampere Rating: \_\_\_\_\_

Number of Phases: \_\_\_\_\_

Frequency: \_\_\_\_\_

Do you plan to export power: \_\_\_\_\_ Yes / \_\_\_\_\_ No

If Yes, maximum amount expected: \_\_\_\_\_

Do you wish El Paso Electric to report excess generation to your REP? \_\_\_\_ Yes/ \_\_\_\_ No

Pre-Certification Label or Type Number: \_\_\_\_\_  
(e.g., UL-1741 Utility Interactive or IEEE 1547.1)

Expected Energizing and Start-up Date: \_\_\_\_\_

Normal Operation of Interconnection: (examples: provide power to meet base load, demand management, standby, back-up, other (please describe) \_\_\_\_\_

One-line diagram attached: \_\_\_\_\_ Yes

For systems not using pre-certified inverters (e.g., inverters certified to UL-1741 or IEEE 1547.1), does El Paso Electric have the dynamic modeling values from the generator manufacturer?  
\_\_\_\_\_ Yes \_\_\_\_\_ No

If not, please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Note: For Pre-Certified Equipment, the answer is Yes. Otherwise, the Applicant must provide the dynamic modeling values if they are available.)

Layout sketch showing lockable, "visible" disconnect device: \_\_\_\_\_ Yes



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**Authorized Release of Information List**

By signing this application in the space provided below, Customer authorizes El Paso Electric to release Customer's proprietary information to the extent necessary to process this Application to the following persons:

	Name	Phone Number	Email Address
Project Manager			
Electrical Contractor			
Consultant			
Other			

**[COMPANY NAME]**

**[CUSTOMER NAME]**

EL PASO ELECTRIC COMPANY

BY: \_\_\_\_\_

BY: \_\_\_\_\_

PRINTED NAME

PRINTED NAME

\_\_\_\_\_

\_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

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**AGREEMENT FOR INTERCONNECTION AND PARALLEL OPERATION OF  
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This Interconnection Agreement ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by El Paso Electric Company, ("Company"), and \_\_\_\_\_ ("Customer"), a \_\_\_\_\_ [specify whether an individual or a corporation, and if a corporation, name state, municipal corporation, cooperative corporation, or other], each hereinafter sometimes referred to individually as "Party" or both referred to collectively as the "Parties".

**Place a check mark in the applicable space or spaces below to indicate the type of entity entering into this Agreement:**

\_\_\_\_ Option 1: For purposes of this Agreement, the end-use customer will act as a Party to this Agreement. The end-use customer acknowledges (i) that El Paso Electric Company's rates charges, and fee structures are subject to change at any time upon approval of the municipalities, Public Utility Commission of Texas, or the Federal Energy Regulatory Commission under their respective authorities to regulate El Paso Electric Company and (ii) such changes could affect the economics (costs, any credits, and other benefits) of my distributed generation, including the magnitude and existence of any net savings on my bill.

\_\_\_\_ Option 2: For purposes of this Agreement, the entity other than the end-use customer that owns the distributed generation facility (also referred to as "Generator") will act as a Party to this Agreement.

\_\_\_\_ Option 3: For purposes of this Agreement, the entity other than the end-use customer that owns the premises upon which the distributed generation Facility will be located (also referred to as "Premises Owner") will act as a Party to this Agreement.

\_\_\_\_ Option 4: For purposes of this Agreement, an entity who by contract is assigned ownership rights to energy produced from distributed renewable generation located at the premises of the end-use customer on the end-use customer's side of the meter, will act as a Party to this Agreement.

Notwithstanding any other provision herein, the entity referred to as "Customer" herein shall refer to the entity defined in the option selected above by the end-use customer.

If any option other than Option 1 as outlined above is selected, the end-use customer must sign, print his or her name, and date the affirmation in the End-Use Customer Affirmation Schedule attached to this Agreement.

In consideration of the mutual covenants set forth herein, the Parties agree as follows:

**1. Scope of Agreement** -- This Agreement is applicable to conditions under which Company and Customer agree that one or more generating facility or facilities of ten megawatts or less and related interconnecting facilities to be interconnected at less than 60 kilovolts ("Facilities") may be interconnected to the Company's facilities, as described in Exhibit A. If Customer is not the end-use

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customer, Customer affirms that the end-use customer has approved of the design and location of the Facilities.

**2. Establishment of Point(s) of Interconnection** -- Company and Customer agree to interconnect Facilities at the locations specified in this Agreement, in accordance with Public Utility Commission of Texas ("Commission") Substantive Rules §25.211, relating to interconnection of distributed generation, and §25.212 relating to technical requirements for interconnection and parallel operation of on-site distributed generation, (16 Texas Administrative Code §25.211 and §25.212) (the "Rules") or any successor rule addressing distributed generation and as described in the attached Exhibit A (the "Point(s) of Interconnection").

**3. Responsibilities of Company and Customer** – Customer shall, at its own cost and expense, operate, maintain, repair, and inspect, and shall be fully responsible for, Facilities specified on Exhibit A. Customer shall conduct operations of Facilities in compliance with all aspects of the Rules, and Company shall conduct operations on its facilities in compliance with all aspects of the Rules, and as further described and mutually agreed to in the applicable Facility Schedule. Maintenance of Facilities shall be performed in accordance with the applicable manufacturer's recommended maintenance schedule. Customer agrees to cause Facilities to be constructed in accordance with specifications equal to or greater than those provided by the National Electrical Safety Code, approved by the American National Standards Institute, in effect at the time of construction.

Each Party covenants and agrees to design, install, maintain, and operate, or cause the design, installation, maintenance, and operation of, facilities on its side of the point of common coupling so as to reasonably minimize the likelihood of a disturbance, originating in the facilities of one Party, affecting or impairing the facilities of the other Party, or other facilities with which Company is interconnected.

Company shall notify Customer if there is evidence that operation of Facilities causes disruption or deterioration of service to other utility customers or if the operation of Facilities causes damage to Company's facilities or other facilities with which Company is interconnected. Company and Customer shall work cooperatively and promptly to resolve the problem.

Customer shall notify Company of any emergency or hazardous condition or occurrence with Facilities which could affect safe operation of Company's facilities or other facilities with which Company is interconnected.

Customer shall provide Company at least 14 days' written notice of a change in ownership; any circumstances necessitating a change in the person who is the Customer to this Agreement; or cessation of operations of one or more Facilities. Upon notice by Customer of circumstances necessitating a change in the person who is the Customer to this Agreement, Company shall undertake in a reasonably expeditious manner entry of a new Agreement with the change in person who is the Customer.

**4. Limitation of Liability and Indemnification**

**a. Notwithstanding any other provision in this Agreement, with respect to Company's provision of electric service to the end-use customer other than the interconnections service addressed by this Agreement, Company's liability to**

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*the end-use customer shall be limited as set forth in \_\_\_\_\_ of Company's Commission-approved tariffs, which are incorporated herein by reference.*

- b. Neither Company nor Customer shall be liable to the other for damages for anything that is beyond such Party's control, including an act of God, labor disturbance, act of a public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, a curtailment, order, or regulation or restriction imposed by governmental, military, or lawfully established civilian authorities, or the making of necessary repairs upon the property or equipment of either party.*
- c. Notwithstanding Paragraph 4.b of this Agreement, Company shall assume all liability for and shall indemnify Customer for any claims, losses, costs, and expenses of any kind or character to the extent that they result from Company's negligence in connection with the design, construction, or operation of its Facilities as described on Exhibit A; provided, however, that Company shall have no obligation to indemnify Customer for claims brought by claimants who cannot recover directly from Company. Such indemnity shall include, but is not limited to, financial responsibility for: (a) Customer's monetary losses; (b) reasonable costs and expenses of defending an action or claim made by a third person; (c) damages related to the death or injury of a third person; (d) damages to the property of Customer; (e) damages to the property of a third person; (f) damages for the disruption of the business of a third person. In no event shall Company be liable for consequential, special, incidental or punitive damages, including, without limitation, loss of profits, loss of revenue, or loss of production. The Company does not assume liability for any costs for damages arising from the disruption of the business of Customer or for Customer's costs and expenses of prosecuting or defending an action or claim against Company. This paragraph does not create a liability on the part of Company to Customer or a third person, but requires indemnification where such liability exists. The limitations of liability provided in this paragraph do not apply in cases of gross negligence or intentional wrongdoing.*

- d. Please check the appropriate box.  
 Person Other than a Federal Agency*

*Notwithstanding Paragraph 4.b of this Agreement, Customer shall assume all liability for and shall indemnify Company for any claims, losses, costs, and expenses of any kind or character to the extent that they result from Customer's negligence in connection with the design, construction or operation of its Facilities as described on Exhibit A; provided, however, that Customer shall have no obligation to indemnify Company for claims brought by claimants who cannot recover directly from Customer. Such indemnity shall include, but is not limited to, financial responsibility for: (a) Company's monetary losses; (b) reasonable costs and expenses of defending an action or claim made by a third person; (c) damages related to the death or injury of a third person; (d) damages to the property of Company; (e) damages to the property of a third person; (f) damages for the disruption of the business of a third person. In no event shall Customer be liable for consequential, special, incidental or punitive damages, including, without limitation, loss of profits, loss of revenue, or loss*

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*of production. The Customer does not assume liability for any costs for damages arising from the disruption of the business of Company or for Company's costs and expenses of prosecuting or defending an action or claim against Customer. This paragraph does not create a liability on the part of Customer to Company or a third person, but requires indemnification where such liability exists. The limitations of liability provided in this paragraph do not apply in cases of gross negligence or intentional wrongdoing. This paragraph applies to a state or local entity to the extent permitted by the constitution and laws of the State of Texas.*

**Federal Agency**

*Notwithstanding Paragraph 4.b of this Agreement, the liability, if any, of Customer relating to this Agreement, for injury or loss of property, or personal injury or death shall be governed exclusively by the provisions of the Federal Tort Claims Act (28 U.S.C. §§1346, and 2671-2680). Subject to applicable federal, state, and local laws, each Party's liability to the other for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement shall be limited to the amount of direct damages actually incurred, and in no event shall either Party be liable to the other for any indirect, special, consequential, or punitive damages.*

- e. Company and Customer shall each be responsible for the safe installation, maintenance, repair and condition of their respective facilities on their respective sides of the Points of Interconnection. Company does not assume any duty of inspecting Customer's Facilities.*
- f. For the mutual protection of Customer and Company, only with Company's prior authorization are the connections between Company's service wires and Customer's service entrance conductors to be energized.*

**5. Right of Access, Equipment Installation, Removal & Inspection** – Upon reasonable notice, Company may send a qualified person to the premises where the Facilities are located at or immediately before the time Facilities first produce energy to inspect the interconnection, and observe Facilities' commissioning (including any testing), startup, and operation for a period of up to three days after initial startup of Facilities.

Following the initial inspection process described above, at reasonable hours, and upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Company shall have access to the premises where the Facilities are located for any reasonable purpose in connection with the performance of the obligations imposed on it by this Agreement or if necessary to meet its legal obligation to provide service to its customers.

Customer warrants it has, or has obtained from other entities, all necessary rights to provide Company with access to the premises and Facilities, as necessary or appropriate for Company to exercise its rights under this Agreement and the Rules.

**6. Disconnection of Facilities** – Customer retains the option to disconnect from Company's

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facilities. Customer shall notify Company of its intent to disconnect by giving Company at least thirty days' written notice. Such disconnection shall not be a termination of this Agreement unless Customer exercises its rights under Section 7.

Customer shall disconnect Facilities from Company's facilities upon the effective date of any termination under Section 7.

Subject to Commission Rule, for routine maintenance and repairs of Company's facilities, Company shall provide Customer with seven business days' notice of service interruption.

Company shall have the right to suspend service in cases where continuance of service to Customer will endanger persons or property. During the forced outage of the Company's facilities serving Customer, Company shall have the right to suspend service to effect immediate repairs of Company's facilities, but Company shall use its best efforts to provide Customer with reasonable prior notice.

**7. Effective Term and Termination Rights** -- This Agreement becomes effective when executed by both Parties and shall continue in effect until terminated. The Agreement may be terminated for the following reasons: (a) Customer may terminate this Agreement at any time, by giving Company sixty days' written notice; (b) Company may terminate upon failure by Customer to generate energy from Facilities in parallel with Company's facilities within twelve months after completion of the interconnection; (c) either Party may terminate by giving the other Party at least sixty days' written notice that the other Party is in default of any of the material terms and conditions of the Agreement, so long as the notice specifies the basis for termination and there is reasonable opportunity to cure the default; or (d) Company may terminate by giving Customer at least sixty (60) days' written notice if possible in the event that there is a material change in an applicable rule or statute that necessitates termination of this Agreement.

**8. Governing Law and Regulatory Authority** – Please check the appropriate box.

Customer acknowledges agreements other than this Agreement relating to the Facilities between Customer and other entities that do not involve the Company may not be subject to the jurisdiction of the Commission.

Person Other Than a Federal Agency

This Agreement was executed in the State of Texas and must in all respects be governed by, interpreted, construed, and enforced in accordance with the laws thereof. This Agreement is subject to, and the Parties' obligations hereunder include, operating in full compliance with all valid, applicable federal, state, and local laws or ordinances, and all applicable rules, regulations, orders of, and tariffs approved by, duly constituted regulatory authorities having jurisdiction.

Federal Agency

This Agreement was executed in the State of Texas and, to the extent not inconsistent with all applicable federal law (including but not limited to: (a) the Anti-Deficiency Acts, 31 USC §§1341, 1342, and 1501-1519; (b) the Tort Claims Act, 28 USC Chapter 171, §§2671-2680, and 28 CFR Part 14; and (c) the Contract Disputes Act of 1978, as amended, 41 USC §§601-613, must in all respects be governed by, interpreted, construed, and enforced in accordance with the laws thereof. This Agreement is subject to, and the Parties' obligations hereunder include, operating in full compliance with all valid, applicable federal, state, and local laws or ordinances, and all

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applicable rules, regulations, orders of, and tariffs approved by, duly constituted regulatory authorities having jurisdiction.

**9. Amendment** --This Agreement may be amended only upon mutual agreement of the Parties, which amendment will not be effective until reduced to writing and executed by the Parties.

**10. Entirety of Agreement and Prior Agreements Superseded** -- This Agreement, including the attached Exhibit A and Facility Schedules, which are expressly made a part hereof for all purposes, constitutes the entire agreement and understanding between the Parties with regard to the interconnection of the facilities of the Parties at the Points of Interconnection expressly provided for in this Agreement. The Parties are not bound by or liable for any statement, representation, promise, inducement, understanding, or undertaking of any kind or nature (whether written or oral) with regard to the subject matter hereof not set forth or provided for herein. This Agreement replaces all prior agreements and undertakings, oral or written, between the Parties with regard to the subject matter hereof, including without limitation \_\_\_\_\_ [specify any prior agreements being superseded], and all such agreements and undertakings are agreed by the Parties to no longer be of any force or effect. It is expressly acknowledged that the Parties may have other agreements covering other services not expressly provided for herein, which agreements are unaffected by this Agreement.

**11. Written Notices** – Written notices given under this Agreement are deemed to have been duly delivered if hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, to:

- (a) If to Company:  
\_\_\_\_ El Paso Electric Company  
\_\_\_\_ P.O. Box 982\_\_\_\_  
\_\_\_\_ El Paso, TX, 79960\_\_\_\_  
\_\_\_\_ Location 131, Attention: Renewables
  
- (b) If to Customer:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The above-listed names, titles, and addresses of either Party may be changed by written notification to the other, notwithstanding Section 10.

**12. Invoicing and Payment** -- Invoicing and payment terms for services associated with this agreement shall be consistent with applicable Substantive Rules of the Commission.

**13. Disclosure of Information to End-Use Customer** –If Customer is not the end-use customer, Company is hereby authorized to provide any information requested by the end-use customer concerning the Facility.

**14. No Third-Party Beneficiaries** -- This Agreement is not intended to and does not create

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rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.

**15. No Waiver** -- The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered to waive the obligations, rights, or duties imposed upon the Parties.

**16. Headings** -- The descriptive headings of the various parts of this Agreement have been inserted for convenience of reference only and are to be afforded no significance in the interpretation or construction of this Agreement.

**17. Multiple Counterparts** -- This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their respective duly authorized representatives.

**COMPANY:**

**CUSTOMER:**

NAME: El Paso Electric Company

NAME: \_\_\_\_\_

BY: \_\_\_\_\_  
(printed name)

BY: \_\_\_\_\_  
(printed name)

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_



**EL PASO ELECTRIC COMPANY**

**SCHEDULE NO. DG**

**INTERCONNECTION AND PARALLEL OPERATION OF  
DISTRIBUTED GENERATION**

**AGREEMENT FOR INTERCONNECTION AND PARALLEL OPERATION  
OF DISTRIBUTED GENERATION**

**EXHIBIT A**

**Page 1 of 3**

**LIST OF FACILITY SCHEDULES AND POINTS OF INTERCONNECTION**

Facility Schedule No.

Name of Point of Interconnection

[Insert Facility Schedule number and name for each Point of Interconnection]

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Effective for electricity consumed on and after  
November 3, 2021

**EL PASO ELECTRIC COMPANY**

**SCHEDULE NO. DG**

**INTERCONNECTION AND PARALLEL OPERATION OF  
DISTRIBUTED GENERATION**

**EXHIBIT A**

**Page 2 of 3**

**FACILITY SCHEDULE NO. \_\_\_\_\_**

[The following information is to be specified for each Point of Interconnection, if applicable.]

1. Customer Name:
2. Premises Owner Name:
3. Facility Location:
4. Delivery voltage:
5. Metering (voltage, location, losses adjustment due to metering location, and other):
6. Normal Operation of Interconnection:
7. One line diagram attached (check one): \_\_\_\_\_ Yes / \_\_\_\_\_ No  
If Yes, then the one-line drawing should show the most current drawing(s) available as of the signing of this Schedule. Company and Customer agree drawing(s) may be updated to meet as-built or design changes that occur during construction. Customer understands and agrees that any changes that substantially affect the protective or functional requirements required by the Company will need to be reviewed and accepted by Company.
8. Equipment to be furnished by Company:  
(This section is intended to generally describe equipment to be furnished by Company to effectuate the interconnection and may not be a complete list of necessary equipment.)
9. Equipment to be furnished by Customer:  
(This section is intended to describe equipment to be furnished by Customer to effectuate the interconnection and may not be a complete list of necessary equipment.)
10. Cost Responsibility and Ownership and Control of Company Facilities:  
Unless otherwise agreed or prescribed by applicable regulatory requirements or other law, any payments received by Company from Customer will remain the property of Company. Company shall at all times have title and complete ownership and control over facilities installed by Company.

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**EXHIBIT A**

**Page 3 of 3**

11. Modifications to Customer Facilities:

Customer understands and agrees that, before making any modifications to its Facilities that substantially affect the protective or interconnection parameters or requirements used in the interconnection process (including in an Pre-interconnection Study performed by Company), Customer will both notify Company of, and receive approval by Company for, such modifications. Customer further understands and agrees that, if required pursuant to Commission Substantive Rule 25.211(m)(5), it will submit a new Application for Interconnection and Parallel Operation request for the desired modifications.

12. Supplemental terms and conditions attached (check one): \_\_\_\_\_ Yes / \_\_\_\_\_ No

**COMPANY:**

NAME: El Paso Electric Company

BY: \_\_\_\_\_  
(printed name)

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**CUSTOMER:**

NAME: \_\_\_\_\_

BY: \_\_\_\_\_  
(printed name)

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**EL PASO ELECTRIC COMPANY**

**SCHEDULE NO. DG**

**INTERCONNECTION AND PARALLEL OPERATION OF  
DISTRIBUTED GENERATION**

**END-USE CUSTOMER AFFIRMATION SCHEDULE**

The end-use customer selecting the entity who owns the DG facility (the DG owner or Option 2 entity), the owner of the premises at which the DG facility is located (premises owner or Option 3 entity), or the person who by contract is assigned ownership rights to energy produced by the DG facility (Option 4 entity) to act as Customer and Party to the Interconnection Agreement must sign and date the consent below.

"I affirm that I am the end-use customer for the distributed generation facility addressed in Facility Schedule No. \_\_ [insert applicable number] in the Interconnection Agreement between \_\_\_\_\_ [insert name of Company] and \_\_\_\_\_ [insert name of Customer], and that I have selected \_\_\_\_\_ [insert name of Customer] or successor in interest to act as Customer and a Party to this Interconnection Agreement rather than me.

I acknowledge that the agreements that I have with \_\_\_\_\_ [insert name of Customer] relating to the distributed generation facility addressed in Facility Schedule No. \_\_ [insert applicable number] may not be subject to the jurisdiction of the Public Utility Commission of Texas.

[END-USE CUSTOMER NAME]

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_