

**A G E N D A**  
**City of Aztec**  
**CITY COMMISSION MEETING**  
**June 28, 2016**  
**201 W. Chaco, City Hall**  
**6:00 p.m.**

**I. CALL TO ORDER**

**II. INVOCATION**

**III. PLEDGE OF ALLEGIANCE**

**IV. ROLL CALL**

**V. AGENDA APPROVAL**

**VI. CITIZEN RECOGNITION**

**VII. EMPLOYEE RECOGNITION**

**VIII. CONSENT AGENDA**

- A. Commission Meeting Minutes, June 14, 2016
- B. Travel Requests
- C. Four Corners Young American Football League Agreement
- D. Memorandum of Understanding Aztec/Bloomfield Library Cooperative
- E. Special Budget Resolution 2016-1003 Law Enforcement Protection Fund
- F. Resolution 2016-1004 Authorizing Signatures for Municipal Court Cash Bond Checking Account
- G. Bid 2016-573 Water/Wastewater Treatment Annual Chemical Supply

*Items placed on the Consent Agenda will be voted on with one motion. If any item proposed does not meet the approval of all Commissioners, a Commissioner may request that the item be heard under "Items from Consent Agenda"*

**IX. ITEMS FROM CONSENT AGENDA**

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**ATTENTION PERSONS WITH DISABILITIES:** The meeting room and facilities are fully accessible to persons with mobility disabilities. If you plan to attend the meeting and will need an auxiliary aid or service, please contact the City Clerk's Office at 334-7600 prior to the meeting so that arrangements can be made.

**Note:** A final agenda will be posted 24 hours prior to the meeting. Copies of the agenda may be obtained from City Hall, 201 W. Chaco, Aztec, NM 87410

**X. CITIZENS INPUT (3 Minutes Maximum)**

*(Citizens who wish to speak will sign up prior to the meeting – this section is for items not otherwise listed on the agenda)*

**XI. BUSINESS ITEMS**

- A. Final Adoption of Ordinance 2016-452 Amend Chapter 1, General Provisions, Section 1-8. General Penalty for Violations; Injunctive Relief Authorized
- B. BP America Production Company Federal Gas Com L #001 Well Abandonment
- C. Aztec Municipal Schools Solar Agreement
- D. Power Transmission Agreement Between Farmington Electric Utility System And The City of Aztec
- E. Customer Generation "CG" agreement between James and Barbara Good 712 N Light Plant Road

**XII. LAND USE HEARINGS**

**XIII. CITY MANAGER/COMMISSIONERS/ATTORNEY REPORTS**

**XIV. DEPARTMENT REPORTS**

*(When this item is announced, all Department Heads who wish to give a report will move to the podium)*

**XV. ADJOURNMENT**

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CITY OF AZTEC  
COMMISSION MEETING MINUTES  
June 14, 2016

**I. CALL TO ORDER**

Mayor Burbridge called the Meeting to order at 6:00pm at the Aztec City Commission Room, City Hall, 201 W. Chaco, Aztec, NM.

**II. INVOCATION**

The Invocation was led by Commissioner Katee McClure

**III. PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Mayor Pro-Tem Sherri Sipe

**IV. ROLL CALL**

Members Present: Mayor Sally Burbridge; Mayor; Commissioner Sheri Rogers; Commissioner Austin Randall; Commissioner Katee McClure; Pro-Tem Sherri Sipe

Members Absent: None

Others Present: City Attorney Larry Thrower; City Manager Josh Ray; City Clerk Karla Saylor; Project Manager Ed Kotyk (see attendance sheet)

**V. AGENDA APPROVAL**

MOVED by Mayor Pro-Tem Sipe, SECONDED by Commissioner McClure to Approve the Agenda as Presented

**VI. CITIZEN RECOGNITION**

None

**VII. EMPLOYEE RECOGNITION**

Chief Mike Heal held a badge ceremony for the following officers: Sergeant John Whalen, Corporal Josh Simpson and Corporal John Welch. He mentioned that they have been promoted and their wives pinned their badges during the ceremony. He also mentioned that Sergeant Joseph Gonzales has been promoted to Lieutenant. Chief Heal introduced new officers Nicholas King, and William Anderson. Commission

thanked the officers for their service to the Police Department. Chief Heal mentioned that National Night Out will be July 19, 2016.

Josh Ray, City Manager recognized the City Electric Department on the city wide power outage on how smooth it went. Josh recognized City Clerk Karla Sayler for 10 years of service with the City and Sherlynn Morgan, Administrative Assistant for receiving her Certified Municipal Clerk Certification. Josh mentioned that Northwest New Mexico Seniors had an issue of running out of money therefore they couldn't serve the Senior population. Cindy Iacovetto, Senior Center Director and Kathy Lamb Finance Director came up with funding to continue service to our Senior Center during this time.

## **VIII. CONSENT AGENDA**

MOVED by Mayor Pro-Tem Sipe, SECONDED by Commissioner Randall to Approve the Consent Agenda with the exception of Item F and G

- A. Commission Workshop Meeting Minutes, May 24, 2016
- B. Commission Meeting Minutes, May 24, 2016
- C. Special Commission Meeting Minutes May 31, 2016
- D. Travel Requests
- E. Resolution 2016-1001 Surplus
- F. PULLED
- G. PULLED

## **IX. ITEMS FROM CONSENT AGENDA**

- F. Bid 2016-549 Sanitary Sewer Interceptor Line Contract Approval

Commissioner McClure asked for clarification on what substantial completion is. Kathy mentioned that it means its ready for City use and completed and there is final closeout paperwork and once we get to substantial completion that's 305 days. She also asked about for clarification on the fees if construction is not completed. Kathy mentioned that if not completed by the 305 days the bidder agrees to pay \$2,000 per day and \$250 per day for completion of remaining work for final payment beyond completion expiration date.

MOVED by Commissioner Randall, SECONDED by Mayor Pro-Tem Sipe, to Approve the construction agreement between the City of Aztec and Smithco Construction Inc. in the amount of \$3,533,970.00 plus gross receipts tax

All Voted Aye; Motion Passed Five to Zero

- G. Resolution 2016-1002 BLM Application for Land for Recreation for Public Purposes

Commissioner McClure reviewed the map that was attached and asked questions on the requirements for the landfill areas to be excavated and debris to be hauled to appropriate disposal sites within the roadway right of way, BLM regulations would require all the landfill areas on the federal land to be excavated. BLM recommends the City apply for the land ownership of the previously permitted land which would eliminate the BLM requirements for the landfill clean up. The application process is lengthy and will be for land for public purposes to allow the city flexibility in the use of the land in the future. Fees may be associated with the transfer of the land. Kathy mentioned that this land will be patented to the city the same way the recreation property is patented to the city and this will be designated for public purposes and will not be able to be deeded over for private purposes. The City will have complete control on development on this property.

MOVED by Commissioner McClure, SECONDED by Mayor Pro-Tem Sipe to Approve Resolution #2016-1002 BLM Application for Land for Recreation or Public Purposes

All Voted Aye; Motion Passed Five to Zero

## **X. CITIZENS INPUT**

Diana Mesch spoke on the current Oil & Gas situation in the County and the Four Corners area. She mentioned the concerns on prices on oil and gas and layoffs in the area and gross receipts tax. In her opinion she mentioned that the City of Aztec will do what they can to keep current employees and will do whatever they have to do to keep the City running at top efficiency. She also mentioned that in her opinion the golf course is a real money pit and mentioned that she recommend the City disengage from it.

## **XII. LIQUOR LICENSE HEARING**

### **A. Paschall Enterprises, Inc. DBA Five Fifty Brewing-New Liquor License**

Tricia Banry addressed the Commission on the Liquor License for Five Fifty Brewing. She clarified that they are completely for the Brewery just not at this location. She mentioned that she is here on behalf of her family and other citizens in the community to ask commission to deny this application for the following reasons: She lives right next door to the location and has small children and she feels that the noise during the open hours of business for the establishment will impose on her family life. She mentioned that the current zone does not allow for these types of establishments and that there is a concern on having the establishment in a residential area and there is also a concern on the parking. She mentioned that to quote the Community Development Director Main Street is for businesses that already have a food in the community and many feel that Five Fifty already has a foot in the community and they

should locate on Main Street. She mentioned that she has a petition signed by residents in the area requesting that this establishment not go in at this location.

Dale Anderson has a business on Chaco and Main and mentioned that he agrees with Ms. Banry that the Brewery should not be put in the requested location and mentioned that it should not be supported by the City. He mentioned that the location can be located on Main street in one of the open buildings.

Mike Paschall applicant mentioned that he requests that the commission approve the application. He mentioned that this is a good way to start up his business in the HUB and help them to incubate their business where they can grow and eventually move out to a place on their own in another location. He mentioned that Aztec is his home and wants to keep his business in Aztec. Mayor Pro-Tem Sipe asked Mr. Paschall what the hours of operation are going to be and he mentioned that during the week it will be 2:00pm-9:00pm and on Saturday's they will be open until 11:00pm and mentioned that the capacity will be around 60 people.

Joey Moore asked how long the city has owned this property and was told that the city entered in a 2 year lease with an option to buy. Commission explained that this is a facility that will incubate businesses and provide a co-working space.

Bonnie Adams, representing Feat of Clay mentioned that the business owners in the City are trying to make the city a destination point and are in favor of the brewery.

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Bill Homka, City Development Director, stated that he did not speak on this but that he listened to the testimonies and allegations and/or statements. He said that his department permitted the proposal to open the brewery at 119 E. Chuska Street for the business to be incubated at the location, which is zoned O-1, Offices. Mr. Homka mentioned that he does not appreciate Ms. Banry often times suggesting that our contract with the Paschalls prohibits the Commission as elected officials from denying this. He stated that she has never seen this contract nor has she asked to see it. The contract does not say that any conduct the City enters in to has an out clause and if it is not approved tonight the City would be out of there. To state otherwise would be a lie. Third, Mr. Homka stated that it's not all about your neighborhood Ms. Banry. During our first meeting where we postponed due to an address issue, that he had a long discussion with Ms. Banry and he's not sure if it was her brother-in-law that owns the house adjacent to hers, but she asked who she could talk to in the City about selling her property, that it would be great for parking. He said he advised her that now is not the time to talk about this. However, if you are so concerned about the children on that street and about having commercial uses ... [inaudible] ... so he appreciated the concerns but he thinks [inaudible]

Audience member Jack Scott, former Aztec City Commissioner, stated forcefully that Mr. Homka's remarks to Ms. Banry were totally unacceptable and mentioned that Mr. Homka was speaking on issues that are not mentioned and are hearsay and should be stricken from this record. Mr. Homka then addressed Mr. Scott and stated that the meetings are recorded and minutes are approved and stated that some of these issues were publicly addressed and this is not something that he would make up and did address the Commission and looked at Mr. Scott then and stated via email. Ms. Banry then got up and the Mayor was advised to listen to her comment by Mr. Thrower. Then no more comments should be made thereafter. Ms. Banry mentioned that she disagrees

with what Mr. Homka is saying and yes her and her brother-in-law mentioned the issue to Mr. Homka on parking, who wouldn't. She mentioned that the houses are not for sale, period. They may sell at a later date but not now. And she mentioned that the comments attributed to her by Mr. Homka were never made.

MOVED by Commissioner McClure, SECONDED by Commissioner Rogers to Approve New Liquor License for Five Fifty Brewing with the addition of a waiver with the proximity being within 281 ft. to a church and a brewing location will be at 119 East Chuska Street, Suite B, Aztec NM

All Voted Aye; Motion Passed Four to One, Commissioner Randall Voted Nay

## **XI. BUSINESS ITEM**

### **A. Business Development Project Participation and Incentive Agreement**

Josh mentioned that this item pertains to business development project between the City and Hutton Team LLC. City Commission approved Resolution 2016-984 on January 12, 2016, approving infrastructure improvements for this project. Further discussion has occurred between the city and Hutton to determine the proper development of the adjacent properties and Hutton agreed to pay the City \$50,000 to be utilized as an economic incentive for the future development of the undeveloped portions of the property specifically lots 1 and/or 3. Josh mentioned that Hutton will build up lot 2 and any improvements they do on lots 1 and 3 will be part of their storm water retention and grading plan.

MOVED by Commissioner Rogers, SECONDED by Commissioner Randall to Approve the Business Development Project Participation and Incentive Agreement

A Roll Call Was Taken: All Voted Aye Motion Passed Five-Zero

## **XII. LAND USE HEARINGS**

Mayor Burbridge opened the Land Use Hearing for Hutton Development Minor Subdivision Preliminary & Final Plat Approval and 2016-051 Variance at 304 Bessie Place. Mayor Burbridge stated that this hearing would be conducted under Procedures mandated by the New Mexico Court of Appeals in Battershell versus the City of Albuquerque, which were intended to protect the due process rights of our parties. Mayor Burbridge subsequently identified the parties and City Staff. Mayor Burbridge then asked Commission if they would accept the parties and they did. She reviewed the procedures and then asked if any members of the Commission had a conflict of interest, bias, or engaged in ex parte communication, there were none. Mayor Burbridge then swore in the parties and reviewed the Order of Presentation.

### **A. Hutton Development Minor Subdivision Preliminary & Final Plat Approval**

Bil Homka, Community Development Director mentioned that this is the preliminary and final plat approval for Hutton subdivision. The existing parcel is 6.33 acres and will be split into 3 parcels. He mentioned that the site currently has two structures on it that will be demolished. The proposed subdivision creates three new large development parcels suitable for commercial uses permitted in the city's C-2 Commercial General zoning district. He mentioned that there are a few challenges most significantly is addressing the large elevation difference between W. Aztec Blvd. and the sites predominate elevation 13' below the roadway. It accomplishes this with the placement of fill dirt across the site to varying elevation. All new fill will be graded with a negative slope toward the back of the sites for drainage, vehicular circulation, and overall appearance purposes. Another issue was designing a connecting vehicular circulation system while also making room for utilities, roadways, and surface drainage leading to a regional detention pond. The developer has placed a 20' easement on each side of the arroyo for city maintenance purposes. Bil mentioned the beautification parts will have a landscaping plan and will involve irrigated landscaping along w Aztec blvd. to improve the overall appearance along the corridor and will also be adding trees and shrubbery. This plan establishes a regional storm water detention system designed to transfer the runoff from all three sites to a single detention pond via surface grading and below surface piping and will provide sufficient capacity to meet city storm water requirements for new development.

MOVED By Commissioner Randall, SECONDED By Commissioner McClure To Approve An Application For A Minor Subdivision Plat, And Consider This The Preliminary And Final Plat After Much Negotiation And Two Years Of Development Meetings Among All The Parties, As The Plat Meets All Requirements And For The Thirteen Findings Of Fact Listed

A Roll Call Was Taken: All Voted Aye Motion Passed Five-Zero

B. 2016-051 Variance 304 Bessie Place

Bil Homka mentioned that this is a variance to add a garage at the property located at 304 Bessie Place. The applicant is seeking a variance because the mobile home zoning classification does not allow traditional new home construction. Aztec city code division applies more stringent rear and side yard requirements for accessory structures i.e. garages, than does division 3 single family residential district.

MOVED By Commissioner McClure, SECONDED By Commissioner Randall To Approve An Application For A Variance To The City Zoning Code, Division 10 Mobile Home District To Allow Construction Of A Traditional Stick Built New Home And To Apply The Side And Rear Yard Lot Regulation For Accessory Structures At 304 Bessie For The 6 Reasons Listed In Findings Of Fact The Sixth One Being That This Home Would Be Held To Residential One Standards

All Voted Aye; Motion Passed Five to Zero

### **XIII. CITY MANAGER/COMMISSIONERS/ATTORNEY REPORTS**

Mayor Burbridge mentioned that she attended a Site Selector tour in Santa Fe. She mentioned that today 4CED hosted a foreign oil import discussion and mentioned that the push is a presidential proclamation after the next presidential election asking the president to implement a foreign oil quota which is a buy local campaign. She mentioned that this was done before in 1959. Mayor Burbridge mentioned that she would like to schedule a workshop to review the City Manager Evaluation.

Mayor Pro-Tem Sipe congratulated city staff on the power outage. She mentioned that she worked the absentee voting at mentioned that there were a couple of gentlemen from Canada that assisted and mentioned that they were pleased with their visit to the area.

Commissioner Rogers commended the Electric Department and Police Department the night of the power outage.

Commissioner Randall echoed Commissioner Rogers and Mayor Pro-Tem on City Staff and their dedication to the City. He also mentioned that he hopes citizens see that opening up new businesses is a good opportunity for the City.

Commissioner McClure mentioned that she visited Tiger Park and seen a lot of Fisherman she visited the Solar Field and the Airport. She mentioned that the next 4<sup>th</sup> Friday downtown will be June 24<sup>th</sup>.

### **XIV. DEPARTMENT REPORTS**

Cindy Iacovetto, Community Center Director invited all to the breakfast to kickoff Fiesta Days.

### **XV. ADJOURNMENT**

Moved by Mayor Burbridge, SECONDED by Mayor Pro-Tem Sipe to adjourn the meeting at 9:07 pm.

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Sally Burbridge, Mayor

ATTEST:

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Karla Saylor, City Clerk

MINUTES PREPARED BY:

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Karla Saylor, City Clerk

# Staff Summary Report

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**MEETING DATE:** June 28, 2016  
**AGENDA ITEM:** VIII. CONSENT AGENDA (B)  
**AGENDA TITLE:** Travel Requests

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**ACTION REQUESTED BY:** Courts  
**ACTION REQUESTED:** Approval of Employee/Public Official Travel Requests  
**SUMMARY BY:** Cheryl Franklin

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## **PROJECT DESCRIPTION / FACTS** (Leading Department)

- Resolution 2003-603 identifies the requirement for employee/public official travel requests to be pre-approved by the commission. All travel requests will be submitted to the commission for approval prior to the travel occurring except in unusual circumstances when the City Manager may approve as provided in resolution 2003-603.
- The attached log is sorted by dates of travel and then by department.
- If travel/training is to be reimbursed or some of the costs will be paid by another entity, those notes have been included on the log.

## **FISCAL INPUT** (Finance Department)

- All departments requesting travel have sufficient funds budgeted within their travel/training budgets

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**SUPPORT DOCUMENTS:** Travel Log June 28, 2015

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**DEPARTMENT'S RECOMMENDED MOTION:** Approve Employee/Public Official Travel Requests

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**EMPLOYEE/PUBLIC OFFICIAL TRAVEL REQUESTS FOR COMMISSION APPROVAL  
MEETING DATE: JUNE 28, 2016**

<b>Dates of Travel</b>	<b>Department</b>	<b>Employee</b>	<b>Purpose of Travel/Location</b>	<b>Over-night</b>	<b>Out of State</b>	<b>Costs</b>	<b>Explanation of Cost</b>	<b>FY17 Budget Available</b>
07/18-22/16	Courts	Theresa Archuleta	Municipal Court Staff Conference Albuquerque, NM.	Yes	No	158.40 396.00	Meals & Tips Allowed Lodging (Traveling w/Laura)	Yes
07/18-22/16	Courts	Laura Tillman	Municipal Court Staff Conference Albuquerque, NM.	Yes	No	158.40 396.00 60.00	Meals & Tips Allowed Lodging Estimated Cost for Fuel	Yes
07/18-22/16	Courts	Chelsea Clowe	Municipal Court Staff Conference Albuquerque, NM.	Yes	No	158.40 396.00	Meals & Tips Allowed Lodging (Traveling w/Laura)	Yes

# Staff Summary Report

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**MEETING DATE:** 6/28/2016  
**AGENDA ITEM:** VIII. Consent Agenda (C)  
**AGENDA TITLE:** Four Corners Young American Football League (FCYAFL) Agreement

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**ACTION REQUESTED BY:** Steve Mueller  
**ACTION REQUESTED:** Approve New Updated FCYAFL Agreement  
**SUMMARY BY:** Steve Mueller

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## PROJECT DESCRIPTION / FACTS

- The current agreement is valid, but needs to be amended to reflect the following changes:
  - Agreement needs to be updated to reflect the correct name of the organization.
  - Section 1: Paragraph 4., Item 5  
The current agreement requires insurance in the amount of One Million Two Hundred Fifty Thousand Dollars (\$1,250,000) combined single limit and should be One Million Dollars (\$1,000,000) based on the requirements of the City and Self Insurers Fund.
  - Section 3: Paragraph 1., Item 1  
Includes an updated organization name and mailing address:  
Four Corners Youth Sports Inc.  
P.O. Box 628  
Farmington, NM 87499
  - Section 11: Paragraph 2
    - The current agreement requires the association to pay ten percent (10%) of gross sales to the City for concession sales during the season.
    - The new agreement requires The Association to pay five hundred dollars (\$500) per year to the City for the use of the concession facilities during the season.
  
- This new and updated agreement will become effective July 1, 2016 and will be in place for 5 years expiring June 30th, 2021.
  
- Staff will review agreement annually with the Association.
  
- This is a standard agreement between the City and the Association and has been reviewed by the Association and City legal staff.

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**SUPPORT DOCUMENTS:** Four Corners Young American Football League Agreement

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**DEPARTMENT'S RECOMMENDED MOTION:** Move to Approve the Four Corners Young American Football League Agreement

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**AGREEMENT**

**FOUR CORNERS YOUNG AMERICAN FOOTBALL LEAGUE  
(FCYAFL)**

THIS AGREEMENT, made and entered into this 1st day of July, 2016 by and between the CITY OF AZTEC, NEW MEXICO, a municipal corporation, party of the first part, hereinafter referred to as the CITY and the Four Corners Young American Football League (Y.A.F.L.) a Non-profit Organization, party of the second part, hereinafter referred to as the ASSOCIATION.

**SECTION 1: Association Responsibilities.**

1. The Association agrees to indemnify and hold harmless, at all times, the City from any liability for damage to or caused by its members, employees, agents, representatives, guests, volunteers, vendors, etc. arising out of or connected with the use or occupancy of the designated premises or any part thereof.
2. The Association agrees to keep the premises of the YAFL field and concession stand in a manner that will conform to all environmental and health regulations, including the concession stand at their own expense. The Association shall clean up all litter and debris in and around the designated areas after field usage (i.e. bleachers, concession stand interior and exterior, and parking lot).
3. All concessions sold will meet the standards set forth by the New Mexico Environment Department.
4. Provide to the Parks and General Services Director:
  - 1) One (1) month prior to the start of the regular season, a list of all officers, home and work telephone numbers, email addresses and mailing addresses. This should include a designated primary contact for the Association; and
  - 2) A copy of all practice schedules; and
  - 3) Notice of first field usage date two (2) weeks prior to using any facilities and proposed hours of operation; and
  - 4) Provide a game schedule prior to the start of the season; and
  - 5) One (1) month prior to the start of the season, annual proof of said indemnity in the form of a valid and existing policy of insurance. Such policy will be in accordance with the New Mexico Tort Claims Act and will be in the amounts of not less than One Million (\$1,000,000) Dollars combined single limit. The City of Aztec must be named as an additional insured on the policy. **FIELDS WILL NOT BE MARKED FOR PLAY UNTIL INSURANCE DOCUMENTATION IS RECEIVED!**

5. Maintain all facilities during the league season including, but not limited to the following:
  - 1) Goals in the end zones of the football field
  - 2) Scoreboard
  - 3) Policing the grounds, bleachers and parking lots for litter after league games and practices.
  
6. Provide the City an amount designated by the City to cover the costs of labor and materials for all field maintenance and striping for league and tournament play. Such fees are established in the Chapter 16 fee schedule of the City Code book.
  
7. The Association will have joint use of the Concession facilities with the Aztec Soccer Association. The Association will receive (2) keys to the concession facility and storage facility. Lost keys will result in the Association being billed for a locksmith to change the locks. The Association will be responsible for removing all food and drink products from the concession stand at the end of league season.

## **SECTION 2: City Responsibilities.**

1. Provide to the Association the use of the designated facilities during the hours scheduled for use as provide to the Parks and General Services Director in Section 1.4. The City shall make these facilities available to others when it does not infringe upon the use by Association. Such users will be liable for any damages they cause. In the event of schedule conflicts, the City has the exclusive right in resolving schedule conflicts and use.
  
2. Maintain the following:
  - 1) Regular pick-up and emptying of solid waste dumpster.
  - 2) New Mexico Environment Department permitting of the joint use concession stand located at Hartman Soccer/YAFL complex.
  - 3) Cover the cost of water utilities
  - 4) Restroom facilities
  - 5) Concession building including the commercial appliances located within (i.e. refrigerator, freezer and ice maker
  - 6) Grass areas by watering and mowing as necessary

## **SECTION 3: Term of Agreement.**

1. The agreement is for five (5) years to become effective July 1st, 2016 and shall expire on June 30th, 2021. This agreement shall be reviewed annually by City Staff. Any and all notices provided for under this Agreement shall be in writing and addressed to the parties at the following address:

City of Aztec  
201 W. Chaco St  
Aztec, NM 87410

FOUR CORNERS YOUTH SPORTS INC.  
P.O. BOX 628  
FARMINGTON, NM 87499

**SECTION 4: Inspections and Reviews.**

1. Every December and/or January, the representatives of the City and Association will do a review to:
  - 1) Inspect and document the conditions of the facilities and designated areas of use;
  - 2) Determine maintenance requirements;
  - 3) Identify needs; and
  - 4) Determine funding requirements of each party.

**SECTION 5: Maintenance of Facilities in Off Season.**

1. After the conclusion of the season of each year, or as soon thereafter that the Association meets all of the obligations in Section 4, the City will assume complete maintenance of the designated areas. All cleaning or maintenance after this date of each year shall become the responsibility of the City.

**SECTION 6: Facility Improvements or Repairs.**

1. The Association shall make no alteration, addition or improvement to the premises without prior written consent of the City of Aztec.
2. In the event that any extra ordinary work is necessary during the term of this Agreement, it is agreed that the Association will submit work orders and requests in paper copy. One copy to the Parks and General Services Director, one copy to the City Clerk and one copy to stay with the Association. The City shall consider, approve, modify or reject any construction or renovating or changes to landscape or grounds before work may proceed.
3. All improvements made by Association are considered as becoming part of the facilities and/or realty and be treated as part of the real estate to be owned by the City without cost.

**SECTION 7: Incurred Expenses.**

1. The Association shall pay for upkeep expenses used upon the facilities and/or premises. In addition, the Association further agrees that it will not cause or permit any lien of any kind whatsoever to be levied upon, claimed against or to remain unpaid against the facilities and/or premises owned by the City.

**SECTION 8: Legal Representation.**

1. The Association agrees that if the City shall employ an attorney to represent it in regard to any proceeding or controversy connected with or arising out of this agreement or the performance thereof or the enforcement of any of the provisions hereof, Association shall pay all reasonable attorney fees incurred by the City in addition to the sums otherwise provided for herein.

**SECTION 9: Termination of Agreement.**

1. This agreement may be terminated upon breach of any of the provisions of this Agreement upon thirty (30) days written notice, provide said breach has not been corrected within ten (10) days of receiving notice of said breach.

**SECTION 10: Severability.**

1. This agreement shall be deemed to supersede all prior written and oral agreements and undertakings of the parties hereto.
2. Except as otherwise provided herein, this agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns through the term of the Agreement.
3. If any portion of this agreement is found to be ineffective by a court of law or by agreement of the parties, the remaining portions shall remain in effect.

**SECTION 11:**

1. Refer to Chapter 16 Fee Schedule (Section 16-14) of the City of Aztec Municipal Code for field preparation charges and player registration fees.
2. The Association will pay five hundred dollars (\$500.00) per year to the City for the use of the concession facilities during the season. The Association will provide payment to the City within one month after the season ends.

CITY OF AZTEC

Four Corners Youth Sports Inc.

\_\_\_\_\_  
Mayor, Sally Burbridge

\_\_\_\_\_  
President

ATTESTED

\_\_\_\_\_  
City Clerk, Karla Sayler

Content Review

\_\_\_\_\_  
City Attorney, Larry T. Thrower

# Staff Summary Report

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**MEETING DATE:** June 28, 2016

**AGENDA ITEM:** VIII. CONSENT AGENDA (D)

**AGENDA TITLE:** Memorandum of Understanding(MOU) between City of Aztec-Public Library and City of Bloomfield-Public Library Renewal Agreement

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**ACTION REQUESTED BY:** Kate Skinner, Library Director

**ACTION REQUESTED:** Approve the Memorandum of Understanding(MOU) Renewal Agreement

**SUMMARY BY:** Kate Skinner

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## **PROJECT DESCRIPTION / FACTS** (Leading Department)

- On 29 Feb 2016 both Aztec and Bloomfield libraries migrated from the Insignia company, to the Apollo automated library software system. The Apollo system stores data in the cloud.
- Prior to the Feb 2-16 migration, both libraries used the Insignia library system with local database hosting as opposed to cloud storage. City of Aztec hosted the database server for both libraries.
- It was necessary to restate the memorandum of understanding between the two libraries because independent relationships have been established with the library software vendor. City of Aztec is no longer the local database host.
- At the same time, Aztec and Bloomfield libraries also moved to Overdrive and New Mexico to Go library consortium for electronic delivery of books and audiobooks, dissolving the Aztec-Bloomfield library consortium for ebooks and downloadable audio which had been through contracts with various vendors: namely Azis 360, Zinio, Baker and Taylor, Recorded Books.
- The Aztec Library Advisory Board has approved the MOU on May 11, 2016.
- Finance department has seen the restated MOU.
- The MOU has been reviewed and approved by the City of Bloomfield and Bloomfield Library Advisory Board.
- In essence the new MOU is now simply a statement of cooperation based on the recognition that our community moves between the two cities. The new relationship with vendors and thus the new MOU has dissolved any financial interdependence between the two cities as far as library services go

## **PROCUREMENT INPUT** (Purchasing)

- Proper procurement will be followed according to state statues, independently by each individual library

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**SUPPORT DOCUMENTS:** MOU between COA-Public Library & COB-Public Library

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**DEPARTMENT'S RECOMMENDED MOTION:** Move to approve Memorandum of Understanding (MOU) between City of Aztec-Public Library and the City of Bloomfield-Public Library

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## **AZTEC/BLOOMFIELD LIBRARY COOPERATIVE**

### *Memorandum of Understanding*

**This Continuation of Agreement of five years, June 2016 through June 2021, is entered into on this 28<sup>th</sup> day of June 2016 by and between the PUBLIC LIBRARY OF THE CITY OF AZTEC, NEW MEXICO (HERINAFTER "Aztec Library") and the PUBLIC LIBRARY OF THE CITY OF BLOOMFIELD, NEW MEXICO (hereinafter "Bloomfield Library")**

### **RECITALS**

1. Aztec Library and Bloomfield Library are both independent agencies operated under separate Library Boards and City oversight.
2. Aztec Library and Bloomfield Library desire to come together to enter into a collaborative agreement as partners to best serve the library needs of our communities.

Now therefore, in consideration of the mutual covenants and promises of the parties and benefits to the cities of Aztec and Bloomfield and the residents thereof, the parties hereby agree as follows:

1. The name of the cooperative shall be Aztec/Bloomfield Library Cooperative.
2. Respective libraries will maintain independent relationships, principle addresses, agreements and contracts with all external vendors, including but not limited to Apollo Library Software, Envisionware time and print management and New Mexico to Go library consortium through Overdrive Corp. for digital libraries.
3. Holders of a library card issued by either Aztec Library or Bloomfield Library will be able to access library materials, services and programs offered equally in both libraries.
4. Library material checked out at either Aztec Library or Bloomfield library may be returned to either Aztec Library or Bloomfield Library regardless of point of origin. Such material will be returned in a reasonably timely fashion, by library administration, to the relevant home library of such material.
5. Each library shall be responsible for maintaining its own collection and cataloguing processes.
6. Each library shall be responsible for its own security equipment, circulation, OPAC and public internet computers.
7. Each library shall maintain functioning mutual links to the other on their respective websites.

8. Each library shall give mutual aid and assistance with problems arising with equipment, databases and software, as staffing and expertise allows.

9. In the event that this agreement is no longer acceptable, either party may terminate the agreement upon (30) days written notice to the other party.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be duly executed on the date first written above.

**AZTEC PUBLIC LIBRARY**

**BLOOMFIELD PUBLIC LIBRARY**

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Katherine Skinner	Date	Peggy Loyd	Date
Library Director		Library Director	

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City of Aztec	Date	City of Bloomfield	Date
Mayor		Mayor	

# Staff Summary Report

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**MEETING DATE:** June 28, 2016  
**AGENDA ITEM:** VIII. CONSENT AGENDA (E)  
**AGENDA TITLE:** Special Budget Resolution 2016-1003 Law Enforcement Protection Fund

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**ACTION REQUESTED BY:** Police Department, Finance Department  
**ACTION REQUESTED:** Approval  
**SUMMARY BY:** Kathy Lamb

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## **PROJECT DESCRIPTION / FACTS**

- The Police Department benefits from the annual distribution of Law Enforcement Protection Funds (LEPF), the usage of which is defined in 29-13 NMSA 1978 and 2 NMAC 110.3. Funds are administered through the NM Department of Finance and Administration (DFA).
- The FY2016 budget (revenue and expenditure) was established on information published by DFA in May 2015; however, the actual distribution exceeded the amount which the budget was based.
- Carry-over of unexpended funds to the subsequent budget year requires approval by DFA and, while previous requests have been approved, it is preferred the full distribution be expended in the year received.
- The Police Department has reviewed needs within the department which qualify for the use of the LEPF funds and have been able to complete those purchases (ballistic vests) prior to the end of the fiscal year.
- A budget resolution is necessary to recognize the increased revenue and increase the expenditure budgets.

NMSA: New Mexico Statutes Annotated

NMAC: New Mexico Administrative Code

## **PROCUREMENT / PURCHASING (if applicable)**

- All purchases were made within the requirements of the state procurement code and city purchasing policy and meet the requirements for the usage of the funds as defined by NMSA and NMAC.

## **FISCAL INPUT / FINANCE DEPARTMENT (if applicable)**

- The FY2016 Adopted Annual Budget included \$26,000 for the LEPF distribution. Actual distribution was \$27,800. The special budget resolution will increase the revenue and expenditure budget by \$1,800.00.

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**SUPPORT DOCUMENTS:** Special Budget Resolution 2016-1003

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**DEPARTMENT'S RECOMMENDED MOTION:** Move to Approve Special Budget Resolution 2016-1003 to increase the Law Enforcement Protection Fund budget for the actual distribution received during FY2016.

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**RESOLUTION 2016-1003**  
**Special Budget Resolution**  
**Appropriation of Funds for Law Enforcement Protection Fund**  
**Fiscal Year 2015-2016**

**WHEREAS**, the City of Aztec Police Department (Police Department) provides critical law enforcement and safety services for the citizens of the City of Aztec and requires modern equipment to provide those services; and

**WHEREAS**, the Police Department receives an annual Law Enforcement Protection Fund (LEPF) Distributions; and

**WHEREAS**, the LEPF distribution for the Fiscal Year 2015-2016 exceeded the adopted annual budget; and

**WHEREAS**, the Police Department has identified safety equipment purchases for the department and requires the budget be increased to expend the additional funds; and

**NOW, THEREFORE, BE IT RESOLVED** that the following special budget adjustment be made and approved.

<b>Law Enforcement Protection Fund</b>		Increase/(Decrease)
<b>Revenue:</b>		
LEFP Distribution	205-2210-33522	\$ 1,800
<b>Expenses:</b>		
Equipment, Non Capital	205-2210-53200	\$ 1,800

**Passed, Adopted and Approved** this 28th day of June 2016.

SEAL

\_\_\_\_\_  
MAYOR SALLY BURBRIDGE

ATTEST:

\_\_\_\_\_  
KARLA SAYLER, CITY CLERK

# Staff Summary Report

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**MEETING DATE:** June 28, 2016

**AGENDA ITEM:** IX. CONSENT AGENDA (F)

**AGENDA TITLE:** Resolution 2016-1004 Authorizing Signatures for Municipal Court Cash Bond Checking Account

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**ACTION REQUESTED BY:** Finance Department

**ACTION REQUESTED:** Approve Resolution 2016-1004 Authorizing Signatures on City of Aztec Municipal Court Cash Bond Checking Account

**SUMMARY BY:** Kris Farmer

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## **PROJECT DESCRIPTION / FACTS**

- Resolution 2016-1004 updates the list of persons authorized to sign on City of Aztec Municipal Court Cash Bond Account with respect to name change of the Court Administrator effective May 6, 2016.
- For internal control purposes, the TWO (2) signatures that are required will not be allowed to be from the same department. There are sufficient people from various departments that no two signatures will be from the same department.

## **PROCUREMENT / PURCHASING (if applicable)**

None

## **FISCAL INPUT / FINANCE DEPARTMENT (if applicable)**

None

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**SUPPORT DOCUMENTS:** Resolution 2016-1004

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**DEPARTMENT'S RECOMMENDED MOTION:** Move to approve Resolution 2016-1004 Authorizing signatures on City of Aztec Municipal Court Cash Bond Checking Account

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City of Aztec  
Resolution 2016-1004

**Authorizing Signatures for Municipal Court Cash Bond Checking Account**

WHEREAS, the City Commission of the City of Aztec, New Mexico, is the authorized Board of Finance of said City of Aztec, and as such has control of the manner and method that monies belonging to the City shall be handled; and

WHEREAS, there have been changes in personnel of said City which requires changes in the officers authorized on withdrawals for the Municipal Court Cash Bond Checking Account at Citizens Bank, New Mexico, N.A.

NOW THEREFORE BE IT RESOLVED by the City Commission of Aztec, New Mexico, that the City of Aztec Municipal Court Cash Bond checking account with Citizens Bank, Aztec, New Mexico, is designated as a depository of said City and that funds so deposited be withdrawn upon a check, draft, note or order of the Corporation, and shall require TWO (2) of the following persons: For internal control purposes, the combination of signatures, no two signatures can be from the same department.

Carlton Gray	Municipal Judge
Theresa Archuleta	Court Administrator
Joshua W Ray	City Manager
Kathleen A Lamb	Finance Director
Karla H Saylor	City Clerk
Delain George	MVD/Utility Director

BE IT FURTHER RESOLVED, by the City Commission of the City of Aztec, New Mexico, that all checks, drafts, notes or orders drawn against the City accounts in the amount of five thousand dollars (\$5,000.00) or more shall have two (2) of the above mentioned signatures and must be countersigned by one of the following persons:

Sally Burbridge	Mayor
Sherri A Sipe	Mayor Pro-Tem
Austin R Randall	Commissioner
Sheri L Rogers	Commissioner
Katee McClure	Commissioner

PASSED, APPROVED, AND ADOPTED, this 28<sup>th</sup> day of June 2016.

City of Aztec

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Sally Burbridge, Mayor

ATTEST:

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City Clerk, Karla H. Saylor

# Staff Summary Report

**MEETING DATE:** June 28, 2016  
**AGENDA ITEM:** VIII. CONSENT AGENDA (G)  
**AGENDA TITLE:** **Bid 2016-573 Water/Wastewater Treatment Annual Chemical Supply**

**ACTION REQUESTED BY:** Finance/ Water/Wastewater Plants  
**ACTION REQUESTED:** Approval  
**SUMMARY BY:** Kathy Lamb

**PROJECT DESCRIPTION / FACTS**

- Chemicals used in the treatment process of water and wastewater are bid annually.
- Annual usage is based on previous year usage and Plant operational changes.

**PROCUREMENT / PURCHASING (if applicable)**

- Bid 2016-573 was opened on June 23, 2016
  - Five (5) bids were received
  - A breakdown of the bids (per item) is shown on the attached Bid Tabulation Form.
- Comparison to FY16 bids:

Chemical	FY16		FY17	
	Unit Cost	Annual Est	Unit Cost	Annual Est
Aluminum Sulfate Liq Ton	156.24	15,624	161.37	16,137
Non-Ionic Polymer	199.92	600	199.92	600
Ferric Chloride	1,140.00	22,800	1,140.00	22,800
Clarifloc	401.63	3,213	414.00	3,312
Methanol	1,117.80	17,885	1,102.52	17,640
Sodium Hypochlorite 10%	1.12	20,160	1.20	21,600

**FISCAL INPUT / FINANCE DEPARTMENT (if applicable)**

- FY2016-17 Estimated costs based on estimated usage:

	Item	Estimated Usage	Bid Price	Annual Cost Est.
<b>Water Treatment</b>	1. Liquid Aluminum Sulfate	100 tons	\$161.37/ton	\$16,137
	2. Non-Ionic Polymer	3 pails	\$199.92/pail	600
	6. Sodium Hypochlorite 10%	18,000 gal	\$1.20/bulk gal	21,600

**Water Treatment Total: \$38,337**

<b>Wastewater Treatment</b>	3. Ferric Chloride	20 totes	\$1,140/tote	\$22,800
	4. Clarifloc	8 drums	\$414/drum	3,312
	5. Methanol	16 totes	\$1,102.52/tote	\$17,640

**Wastewater Treatment Total: \$43,752**

- The FY2016-17 Preliminary Budget includes \$49,550 for water treatment chemicals and \$96,300 for wastewater treatment chemicals (including other various chemicals not on this bid).

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**SUPPORT DOCUMENTS:** Bid 2016-573 Bid Tabulation

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**DEPARTMENT'S RECOMMENDED MOTION:** Move to Approve Bid 2016-573 Annual Chemical Supply to the following:  
Item 1 to Chemtrade in the amount of \$161.37/liquid ton  
Item 2 to SNF Polydyne in the amount of \$199.92/pail  
Item 3 to DPC Industries in the amount of \$1,140.00/tote  
Item 4 to SNF Polydyne in the amount of \$414.00/drum  
Item 5 to Univar USA Inc in the amount of \$1,102.52/tote  
Item 6 to DPC Industries in the amount of \$1.20/bulk gallon

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**CITY OF AZTEC  
ANNUAL CHEMICAL BID  
BID #2016-573**

**Opened on June 23, 2016 @ 10:00 A.M.**

**Color Shaded Vendors and Items indicate bid award recommendations to City Commission**

	<i>Chemtrade</i>	<i>DPC Industries</i>	<i>SNF Polydyne</i>	<i>Sterling Water Technologies</i>	<i>Univar USA</i>
Liquid Aluminum Sulfate 48% (bulk truckload)	\$161.37/liq ton	No Bid	No Bid	No Bid	No Bid
	Delivery 2 -3 days after order				
Non-Ionic Polymer N6310 or equivalent	No Bid	No Bid	\$199.92/pail	\$248.89/pail (Magnafloc E30)	No Bid
			Delivery 3-5 days after order	Delivery 5 business days after order	
Ferric Chloride – UN2582 40% Solution Strength 300 gallon/tote	No Bid	\$1,140.00/tote	No Bid	No Bid	\$1,659.00/tote
		Monthly delivery, first week of month			Delivery not specified
Clarifloc C4266 or equivalent	No Bid	No Bid	\$414.00/drum (Clarifloc C6266)	\$638.71/drum (Zeetag 8816)	No Bid
			Delivery 3-5 days after order	Delivery 5 business days after order	
Methanol	No Bid	No Bid	No Bid	No Bid	\$1,102.52
					Delivery not specified
Sodium Hypochlorite 10% solution	No Bid	\$1.20/bulk gallon	No Bid	No Bid	No Bid
		Delivery 3-5 days after order			

# Staff Summary Report

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**MEETING DATE:** June 28, 2016

**AGENDA ITEM:** XI. Business Item (A)

**AGENDA TITLE:** Final Adoption of Ordinance #2016-452 Addition to Chapter 1 Section 1-8 General Penalty for Violation; Injunctive Relief Authorized

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**ACTION REQUESTED BY:** Judge Carlton Gray

**ACTION REQUESTED:** Approve Final Adoption of Ordinance #2016-452 Addition to Chapter 1 Section 1-8 General Penalty for Violation; Injunctive Relief Authorized

**SUMMARY BY:** Carlton Gray-Municipal Judge

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## PROJECT DESCRIPTION / FACTS (Leading Department)

At this time there is no provision allowing community service for defendants that are unable to pay fines. By adding this to the code the Judge would be allowed to either order or allow defendants to complete community service. It will also allow for deferment of judgments based on completion of community service or donations to an approved organization.

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**SUPPORT DOCUMENTS:** City Code Chapter 1 section 1-8 (6)

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**DEPARTMENT'S RECOMMENDED MOTION:** Move to Approve the Final Adoption of Ordinance #2016-452 Addition to Chapter 1 Section 1-8 General Penalty for Violation; Injunctive Relief Authorized

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**City of Aztec  
ORDINANCE 2016-452**

**An Ordinance to Amend Chapter 1, General Provisions,  
Section 1-8. General Penalty for Violations; Injunctive Relief Authorized**

**WHEREAS:** The Aztec Municipal Court Judge has thoroughly reviewed and analyzed Section 1-8, Injunctive Relief Authorized within Chapter 1 of the City of Aztec Code;

**WHEREAS:** The Aztec Municipal Court Judge has proposed that at his or her discretion a part or all of a fine may be suspended or deferred part or allow community service and or contributions to an organization approved by the court:

**NOW THEREFORE BE IT ORDAINED** by the Governing Body of the City of Aztec, New Mexico that Ordinance 2016-452 be adopted.

**PASSED, APPROVED, SIGNED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

By the Aztec City Commission, City of Aztec, New Mexico.

\_\_\_\_\_  
Mayor Sally Burbridge

ATTEST:

\_\_\_\_\_  
Karla Sayler, City Clerk

APPROVE AS TO FORM:

\_\_\_\_\_  
Larry Thrower, City Attorney

ADVERTISED DATE OF FINAL ADOPTION: \_\_\_\_\_

EFFECTIVE DATE OF ORDINANCE: \_\_\_\_\_

## **Sec. 1-8. General Penalty for Violations; Injunctive Relief Authorized.**

1. In this section "violation of this Code" means:
  - (1) Doing an act that is prohibited or made or declared unlawful, an offense or a misdemeanor by ordinance or by rule or regulation authorized by ordinance;
  - (2) Failure to perform an act that is required to be performed by ordinance or by rule or regulation authorized by ordinance; or
  - (3) Failure to perform an act if the failure is declared a misdemeanor or an offense or unlawful by ordinance or by rule or regulation authorized by ordinance.
2. In this section "violation of this Code" does not include the failure of a city officer or city employee to perform an official duty unless it is provided that failure to perform the duty is to be punished as provided in this section.
3. Except as otherwise provided, a person convicted of a violation of this Code shall be punished by a fine not exceeding five hundred dollars (\$500.00), imprisonment in jail for a term not exceeding ninety (90) days, or both. With respect to violations of this Code that are continuous with respect to time, each day the violation continues is a separate offense.
4. The imposition of a penalty does not prevent revocation or suspension of a license, permit or franchise.
5. Violations of this Code that are continuous with respect to time may be abated by injunctive or other equitable relief. The imposition of a penalty does not prevent equitable relief.
6. The Judge may at his or her discretion suspend or defer part or all of the fines or allow community service and or contributions to an organization approved by the court. All court costs as defined in Chapter 1 Section 3 of the City Code must be paid and shall not be suspended or deferred.

(Code 2007, 1-8)

# Staff Summary Report

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**MEETING DATE:** June 28, 2016  
**AGENDA ITEM:** XI. BUSINESS ITEM (B)  
**AGENDA TITLE:** BP America Production Company Federal Gas Com L #001 Well Abandonment Application

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**ACTION REQUESTED BY:** Community Development  
**ACTION REQUESTED:** Approval of BP America Production Company Federal Gas Com L #001 Well Abandonment Application  
**SUMMARY BY:** Edward Kotyk

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## **PROJECT DESCRIPTION / FACTS**

BP America Production Company is submitting an application to abandon a well site designated as Federal Gas Com L #001.

The well site is located on Bureau of Land Management lands approximately 1,200 feet due south of Tiger Park (see attached location map).

There were no other properties within 400 feet of the well site and so no public notifications were required to be sent out.

BP America Production Company is obligated to follow Bureau of Land Management Conditions of Approval which outlines the requirements for surface rehabilitation (see BLM Conditions of Approval).

## **PROCUREMENT / PURCHASING (if applicable)**

Not applicable.

## **FISCAL INPUT / FINANCE DEPARTMENT (if applicable)**

Not applicable.

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**SUPPORT DOCUMENTS:**

- Oil & Gas Application
- Location Map
- BLM Conditions of Approval

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**DEPARTMENT'S RECOMMENDED MOTION:** Move to Approve BP America Production Company Federal Gas Com L #001 Well Abandonment Application

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## CITY OF AZTEC OIL & GAS APPLICATION

**(APPLICATIONS ARE VALID FOR 90 DAYS FROM DATE OF SUBMISSION)**  
**NEW WELL SITES AND MAJOR MAINTENANCE WORK REQUIRE COMMISSION APPROVAL; APPLICATIONS FOR SUCH APPROVAL MUST BE SUBMITTED A MINIMUM OF 21 DAYS BEFORE THE SCHEDULED COMMISSION MEETING.**

APPLICANT CONTACT INFORMATION	
Name of Operator:	BP America Production Company
Address:	200 Energy Ct, Farmington, NM 87401
Contact Name:	Mike Mankin
Phone:	505-634-6393
Email:	<a href="mailto:mqcattle@yahoo.com">mqcattle@yahoo.com</a>
Name of Off-set Lease/Owner(s):	
WELL INFORMATION	
Name:	Federal Gas Com L #001
API #:	30-045-20327
Type of Lease:	Federal
Lease Number:	SF 080601
Depth:	7041'
Formation:	Basin Dakota – Blanco Mesa Verde
Location:	SE NW Sec 14, T30N R11W
Type of Work:	Plug & Abandon
Contractor:	A+ Well Service
Proposed Work Dates:	Upon Permit Approval
WELL SITE INFORMATION	
Address:	None
Tax ID:	N/a
Parcel Size (acres):	
Zone District:	N/a
Current Use:	Well Prod.
Flood Plain:	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO    SFHA Zone:
Well Pad Area (sqft) :	Existing Pad Area: 0.79 acres
	New Pad/ Expansion: N/a
	Total Pad Area: 0.79 acres
Setbacks:	Building: N/a
	Arroyo: N/a
<b>PERMIT FEES ARE DUE AT TIME OF APPLICATION; additional fees may be assessed at time of permit approval.</b>	

<b>THIS IS AN APPLICATION</b>	
AN OFFICIAL LAND USE PERMIT WILL BE ISSUED BY THE CITY OF AZTEC ONCE THIS APPLICATION IS REVIEWED AND APPROVED	
CITY OF AZTEC USE ONLY	
PERMIT FEES	
Admin. Fee	\$ 10
Permit Fee	\$ 500
Electric Fees	\$
<b>GRAND TOTAL</b>	<b>\$ 510</b>
THE FOLLOWING ITEMS MUST BE COMPLETED BY APPLICANT ONCE LAND USE PERMIT IS ISSUED	
Arrange City Utility Inspections/Connections	_____
County Building Permit	_____
One Call (811)	_____
Install Address Numbers	_____
CITY COMMENTS	
Meets SB:	_____
Meets Height:	_____
Zone Compliance:	_____
Visual/Weed Mit.:	_____
Noise Mit.:	_____
Fencing:	_____
Dust/Access Mit.:	_____
Wetlands:	_____
EPA CGP:	_____
NM OCD:	_____
USACE:	_____

WELL SITE INFORMATION, Cont.				
Compressors:		No.	Horse Power	Gas/ Electric
	Existing:			
	New:			
	Total:			
Features	Existing	New	Removed	
Meter House:			N/a	
Separators:			Per BLM guidelines	
Valves:			Per BLM guidelines	
Evaporative Tanks:			Per BLM guidelines	
Production Tanks:			Per BLM guidelines	
Reserve Pits:			N/a	
Pump Jacks:			N/a	
Sound Enclosures:			N/a	
ATTACHED DOCUMENTATION ( AS REQUIRED) Consult the Community Development Dept. for Guidance				
DOCUMENTATION ITEMS	YES	NO	N/A	
Owner Verification			X	
Detailed Site Map			X	
Weed/Vegetation Plan	BLM requirements			
Electrical Load Calculation			X	
Visual Mitigation Plan			X	
Wildlife Mitigation Plan			X	
Noise Mitigation Plan			X	
Dust/Access Mitigation Plan			X	
Certificate of Insurance			X	
Copy of Original Lease			X	
Surface Damage/ROW Agreement			X	
APD Sundry Notice			X	
C-144			X	
Elevation Certificate			X	
Land Use Hearing Application (Variance, etc.)			X	
Business License Application			X	

CITY STAFF APPROVAL	
Community Development	EMK
Electric Dept.	
Utility Office	
Public Works Dept.	
Floodplain Management	
Storm Water Mgmt.	
Parks and Recreation	
Addressing	
Police Dept.	
Fire Dept.	
City Commission	

**APPLICANT SIGNATURE**

I, Mike Mankin, representing BP Production hereby certify that I have read this application and hereby dispose and state under penalty of perjury that all statements, proposals, sketches, and/or plans submitted with this application are true and correct and that I shall adhere to the Municipal Regulations of the City of Aztec.

**Signature:** \_\_\_\_\_

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

UNITED STATES DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
FARMINGTON DISTRICT OFFICE  
6251 COLLEGE BLVD.  
FARMINGTON, NEW MEXICO 87402

Attachment to notice of  
Intention to Abandon:

Re: Permanent Abandonment  
Well: Federal GC L #1

CONDITIONS OF APPROVAL

1. Plugging operations authorized are subject to the attached "General Requirements for Permanent Abandonment of Wells on Federal and Indian Lease."

2. Farmington Office is to be notified at least 24 hours before the plugging operations commence (505) 564-7750.

3. The following modifications to your plugging program are to be made:

- a) Set plug #3 (5230-5130) ft. to cover the Mancos top. BLM picks top of Mancos at 5180 ft.
- b) Set plug #4 (3986-3886) ft. to cover the Mesaverde top. BLM picks top of Cliff House at 3936 ft.
- c) Set plug #7 (2113-2013) ft. to cover the Fruitland top. BLM picks top of Fruitland at 2063 ft.

Operator will run CBL from CR to surface to identify TOC. Submit the electronic copy of the log for verification to the following addresses: [jwsavage@blm.gov](mailto:jwsavage@blm.gov) [Brandon.Powell@state.nm.us](mailto:Brandon.Powell@state.nm.us)

***High to very high concentrations of H<sub>2</sub>S (150 – 1,500 ppm GSV) have been reported from the Dakota and Mesaverde fms. in wells within a 1 mile radius of this location. It is imperative that H<sub>2</sub>S monitoring and safety equipment be on location during P&A operations at this well site.***

You are also required to place cement excesses per 4.2 and 4.4 of the attached General Requirements.

Office Hours: 7:45 a.m. to 4:30 p.m.

## BLM Conditions of Approval

The following surface rehabilitation Conditions of Approval must be complied with as applicable, before this well can be approved for final abandonment ( 43CFR 3162.3-4). **Surface rehabilitation work shall be completed within one (1) year of the actual plugging date. Notification for completion of this work can be submitted with a Sundry Notice (3160-5).**

1. All fences, production equipment, purchaser's equipment, concrete slab, deadman (anchors), flowlines, risers, debris and trash must be removed from the location.
2. Production pits will be closed according to the Unlined Surface Impoundment Closure Guidelines, as approved in the Environmental Assessment of December 1993. Any oil stained soils may be remediated on-site according to these guidelines or disposed of in an approved disposal facility.
3. The well pad will be shaped to the natural terrain and left as rough as possible. All compacted areas and areas devoid of vegetation shall be ripped to a minimum of 12" before seeding.
4. Access roads will be shaped to conform to the natural terrain and left as rough as possible to detour vehicular travel. Access will be ripped to a minimum of 12" in depth and waterbarred prior to seeding. All erosion problems created by the development must be corrected prior to acceptance of release. Water bars should be spaced as follows:

(%) Slope	Spacing Interval (ft.)
Less than 20	200
2-5	150
6-9	100
10-15	50
Greater than 15	30

**All water bars should divert to the downhill side of the road.**

5. All disturbed areas will be seeded with the prescribed certified seed mix (reseeding may be required).
6. Notify the Surface Managing Agency (SMA) seven (7) days prior to seeding so that they may be present for that option.
7. The period of liability under the bond of record will not be terminated until the lease is inspected and the surface rehabilitation approved.

**Other SMA's may vary slightly in their restoration requirements. It is your responsibility, as the operator, to obtain surface restoration requirements for other SMA's. The BLM will need to be provided with a copy of another SMA requirement. Any problems concerning stipulations received for another SMA should be brought to the BLM Farmington Field Office.**

**On private land, the BLM should be provided with a letter from the fee owner stating that the surface restoration is satisfactory.**

**GENERAL REQUIREMENTS FOR  
PERMANENT ABANDONMENT OF WELLS ON FEDERAL AND INDIAN LEASES  
FARMINGTON FIELD OFFICE**

1.0 The approved plugging plans may contain variances from the following minimum general requirements.

1.1 Modification of the approved plugging procedure is allowed only with the prior approval of the Authorized Officer, Farmington Field Office.

1.2 Requirements may be added to address specific well conditions.

2.0 Materials used must be accurately measured. (densimeter/scales)

3.0 A tank or lined pit must be used for containment of any fluids from the wellbore during plugging operations and all pits are to be fenced with woven wire. These pits will be fenced on three sides and once the rig leaves location, the fourth side will be fenced.

3.1 Pits are not to be used for disposal of any hydrocarbons. If hydrocarbons are present in the pit, the fluids must be removed prior to filling in.

4.0 All cement plugs are to be placed through a work string. Cement may be bull-headed down the casing with prior approval. Cement caps on top of bridge plugs or cement retainers may be placed by dump bailer.

4.1 The cement shall be as specified in the approved plugging plan.

4.2 All cement plugs placed inside casing shall have sufficient volume to fill a minimum of 100' of the casing, or annular void(s) between casings, plus an excess volume sufficient to provide for 50 linear feet of fill above the plug.

4.3 Surface plugs may be no less than 50' in length.

4.4 All cement plugs placed to fill annular void(s) between casing and the formation shall be of sufficient volume to fill a minimum of 100' of the annular space plus 100% excess, calculated using the bit size, or 100' of annular capacity, determined from a caliper log, plus an excess volume sufficient to provide for 50 linear feet of fill above the plug.

4.5 All cement plugs placed to fill an open hole shall be of sufficient volume to fill a minimum of 100' of hole, as calculated from a caliper log, plus an excess volume sufficient to provide for 50 linear feet of fill above the plug. In the absence of a caliper log, an excess of 100% shall be required.

4.6 **A cement bond log (CBL) is required to be ran if one had not been previously ran or cement did not circulate to surface during the primary cement job or subsequent cement job.**

5.0 All cement plugs spotted across, or above, any exposed zone(s), when; the wellbore is not full of fluid or the fluid level will not remain static, and in the case of lost circulation or partial returns during cement placement, shall be tested by tagging with the work string.

- 5.1 The top of any cement plug verified by tagging must be at or above the depth specified in the approved plan, without regard to any excess.
- 5.2 Testing will not be required for any cement plug that is mechanically contained by use of a bridge plug and/or cement retainer, if casing integrity has been established.
- 5.3 Any cement plug which is the only isolating medium, for a fresh water interval or a zone containing a prospectively valuable deposit of minerals, shall be tested by tagging.
- 5.4 If perforations are required below the surface casing shoe, a 30 minute minimum wait time will be required to determine if gas and/or water flows are present. If flow is present, the well will be shut-in for a minimum of one hour and the pressure recorded. Short or long term venting may be necessary to evacuate trapped gas. **If only a water flow occurs with no associated gas, shut well in and record the pressures. Contact the Engineer as it may be necessary to change the cement weight and additives.**

6.0 Before setting any cement plugs the hole needs to be rolled. All wells are to be controlled by means of a fluid that is to be of a weight and consistency necessary to stabilize the wellbore. This fluid shall be left in place as filler between all plugs.

- 6.1 Drilling mud may be used as the wellbore fluid in open hole plugging operations.
- 6.2 The wellbore fluid used in cased holes shall be of sufficient weight to balance known pore pressures in all exposed formations.

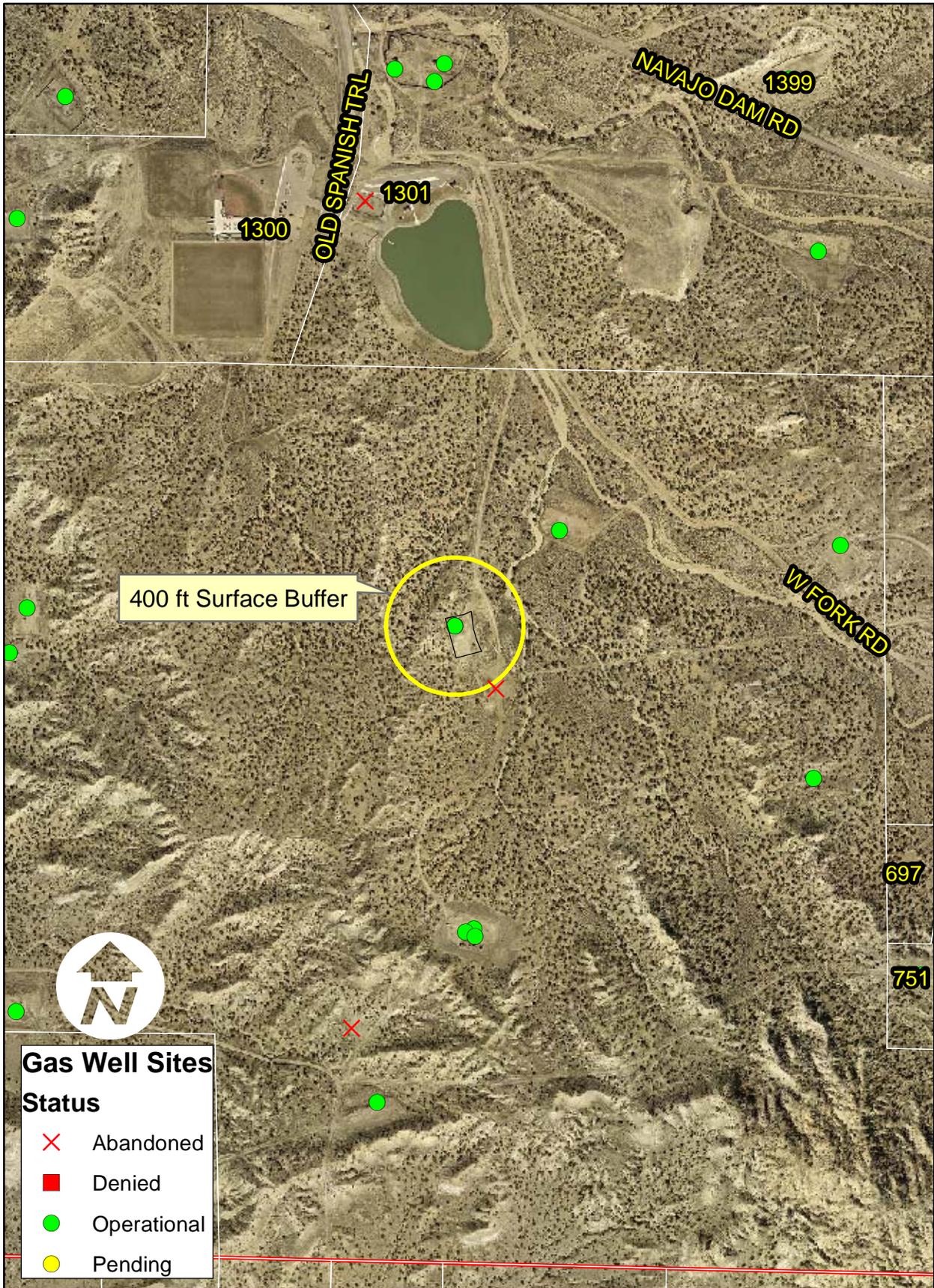
7.0 A blowout preventer and related equipment (BOPE) shall be installed and tested prior to working in a wellbore with any exposed zone(s); (1) that are over pressured, (2) where the pressures are unknown, or (3) known to contain H<sub>2</sub>S.

8.0 Within 30 days after plugging work is completed, file a Sundry Notice, Subsequent Report of Abandonment (Form 3160-5), five copies, with the Field Manager, Bureau of Land Management, 6251 College Blvd., Suite A, Farmington, NM 87402. The report should show the manner in which the plugging work was carried out, the extent, by depth(s), of cement plugs placed, and the size and location, by depth(s), of casing left in the well. Show date well was plugged.

9.0 All permanently abandoned wells are to be marked with a permanent monument as specified in 43 CFR 3162.6(d). Unless otherwise approved.

10.0 If this well is located in a Specially Designated Area (SDA), compliance with the appropriate seasonal closure requirements will be necessary.

All of the above are minimum requirements. Failure to comply with the above conditions of approval may result in an assessment for noncompliance and/or a Shut-in Order being issued pursuant to 43 CFR 3163.1. You are further advised that any instructions, orders or decisions issued by the Bureau of Land Management are subject to administrative review pursuant to 43 CFR 3165.3 and appeal pursuant to 43 CFR 3165.4 and 43 CFR 4.700.



Abandonment of Federal Gas Com L#001

# Staff Summary Report

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<b>MEETING DATE:</b>	28 June 2016
<b>AGENDA ITEM:</b>	XI. Business Item (C)
<b>AGENDA TITLE:</b>	<b><u>Aztec Municipal Schools Solar Agreement</u></b>

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<b>ACTION REQUESTED BY:</b>	Ken George
<b>ACTION REQUESTED:</b>	Approval of Solar Agreement
<b>SUMMARY BY:</b>	Joshua W. Ray

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## **PROJECT DESCRIPTION / FACTS**

The Aztec Municipal School District has been working on a solar project to help them alleviate some of their operational costs with their facilities. Their end goal is to reduce operational costs thru the expense of capital funding and to add those dollars back into their classroom budget.

In doing so, they have developed a solar project at the Bus Barn facility (located adjacent to the Administration building) that will place solar panels on top of the awnings of the Bus garage.

The capacity of their solar project will not exceed 139 kW.

The proposed agreement is set for 7 years. This 7 years coincides with the length of the City's agreement with Guzman Energy. The agreement includes three renewal terms of 7 years each.

This is the first of three potential solar projects that the School District would like to build. This agreement is similar to the agreement with Hydro Pure (located on N. Light Plant Rd.).

We have been in discussion with the School System for approximately 8 months while we try to figure out the necessary agreement to make this system work for both parties.

The School District would like to have this system up and running by 15 July 2016.

The City's rate study, which should be completed within the next 120 days, will determine the appropriate rate(s) and fees for new solar projects within the City. Our challenge was to incorporate our best practices into this new agreement so that the School District could move forward and the City Utility system would continue to operate at the same level as before.

## **FISCAL INPUT / FINANCE DEPARTMENT (if applicable)**

The School District will be billed monthly a fee of \$150.00 to connect to the City Utility.

The School District will be billed the current commercial rate for power delivered to the Customer from the Cities power distribution grid.

The City will pay or credit the School District at a rate of \$0.05/Kwh for all power received from the School District back to the City's power distribution system monthly. The FY2017

Preliminary Budget Joint Utility revenues was established on the presumption the School District project will generate more energy than consumed and the revenue projection was decreased by \$50,000.

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**SUPPORT DOCUMENTS:** City of Aztec Agreement for Interconnection and Parallel Operation of Customer Generation System and Net Energy Metering

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**DEPARTMENT'S RECOMMENDED MOTION:** Motion to approve the City of Aztec Agreement for Interconnection and Parallel Operation of Customer Generation System and Net Energy Metering.

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**City of Aztec  
Agreement for Interconnection  
and Parallel Operation  
of Customer Generation System  
and Net Energy Metering**

**Customer**

Name: **Aztec Municipal School District**  
Address: **1118 W Aztec Blvd Aztec, NM 87410**  
Phone Number: **(505) 334-9474**  
Utility Account #: **16872**

**System Installer Information**

Name: **PPC Solar**  
Address: **245 Paseo Del Canon East, Taos , NM 87571**  
Phone Number: **(575) 737-5896**

**State Licensed Electrician**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
NM Lic #: \_\_\_\_\_

This Agreement for Interconnection and Parallel Operation of Customer Generation system and Net Energy Metering here in known as "CG" system ("Agreement") is made and entered this 15th day of July, 2016, by and between the City of Aztec, New Mexico (" City")and Aztec Municipal School District ("Customer") together, the "Parties".

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

## **Section 1. Scope and Purpose of Agreement**

This Agreement describes the conditions under which the City and the Customer agree that the Customer Renewable Generation System described in Exhibit A ("CG System") may be interconnected to and operated in parallel with the City's electric distribution system. This agreement also describes the costs, credits, and terms of billing and payment the City and Customer agree will govern the purchase from the City and the credit applied to the Customer's account with the City energy delivered to the Customer from the City's distribution system and produced in excess of the Customer's consumption and delivered to the City's distribution system from the CG System, respectively. The following exhibit is incorporated and made a part of this Agreement:

- Exhibit A: Description of "CG" system
  - Manufacturer's data and specifications for all equipment (must be UL listed) including test reports and certifications, voltages, wire sizes, metering and circuit protection.
  - A site plan, including the geographic location of the site and wiring diagram detailing all connections to the service and proposed location of equipment on structure.
  - Manufacturer recommended maintenance schedule and expected life of equipment.
  - A name, Email address and phone number of the designing group or engineer for technical questions related to the electrical portions of the proposed installation.

## **Section 2. Term and Termination**

1. The term of this Agreement begins on the date first set forth in the introductory clause, above (regardless of the date that the Customer is authorized to interconnect the "CG" system) and continues for a seven (7) year term, renewable with consent of both parties for three (3) additional seven (7) year terms. Either party may terminate this agreement pursuant to the provisions within.
2. Either party may terminate this Agreement at any time by providing 120 days written notice to the other party for just cause, relating but not limited to; financial, electrical, and structural conditions.
3. In the event; the City of Aztec Electrical Director or City Engineer determines the interconnection is adversely affecting City's ability to provide quality power. The Electric Director or City Engineer has the ability to immediately disconnect the customers' interconnection from the City distribution system.
4. The City may terminate this Agreement for violation of this Agreement that has not been corrected by the Customer within 120 days of written notice of such violation.
5. This Agreement will extend to new owner upon the sale of the Customer's premises for 120 days. A new agreement shall be instituted with the new owner of the premise within the 120 days of closing and the new owner setting up utility billing with the City.
6. At the time of termination of this Agreement for any reason, the City of Aztec may perform

lock out procedures to disconnect the Customer's "CG" system from the City's electric distribution system.

### **Section 3. Summary and Description of Customer's CG System to be Included in Exhibit A**

The CG System is a self-contained electric generation system including direct current disconnect apparatus, if applicable, alternating current disconnect/lockout, over-current protective device, and all related electrical equipment upstream of the over-current protective device, as set forth in Exhibit A. Noted however, the meter socket and related electrical connects are part of the "CG" system and are the responsibility of the Customer (*i.e.*, all equipment from the main disconnect except the meter is Customer equipment).

1. The capacity of the "CG" system is shall not exceed 139 kW.
2. The expected date of initial operation of the "CG" System is July 15th 2016.

### **Section 4. Installation and Permitting**

1. The Customer and the "CG" system must comply with all applicable current National Electric Code (NEC), UL and IEEE requirements, including, but not limited to: UL 1741 – Inverters, Converters, and Controllers for Use in Independent Power Systems and IEEE Standard 1547 " Standard for Interconnecting Distribution Resources with Electric Power Systems".
2. The Customer or its contractor shall construct the "CG" system as specified in Exhibit A.
3. The Customer, at the Customer's expense, must pay for any additional equipment and or labor required to interconnect, test or evaluate the CG System as it pertains to the operations of the City's electric distribution system including any cost the City may incur in hiring an outside Electrical Engineer, engineering firm or specialized contractor before or after the "CG" system is in operation.
4. The Customer, at the Customer's expense, must obtain all necessary electrical permits for installation of the "CG" system and obtain and maintain any government authorizations or permits required for the operation of the "CG" system. The Customer must reimburse the City of Aztec for any and all losses, damages, claims, penalties, or liability the City may incur as a result of the Customer's failure to maintain any equipment and / or obtain or to maintain any authorizations and/or permits required for construction and operation of the Customer's "CG" system.

### **Section 5. Warranty is Neither Expressed nor Implied**

The City's inspection and approval, if any, of the "CG" system is solely for the City's benefit and does not constitute a warranty, express or implied, as to the adequacy, safety, or other characteristics of any structures, equipment, wires, appliances, or devices owned, installed, or maintained by the Customer or leased by the Customer from third parties, including without limitation the "CG" system and any structures, wires, appliances, or devices appurtenant thereto.

### **Section 6. Indemnity and Liability**

1. The Customer releases and agrees to indemnify, defend, and hold harmless the City of Aztec, its agents, officers, employees, and volunteers from and against all damages, claims, actions, causes of action, demands, judgments, costs, expenses of every kind and nature, predicated upon injury to or death of any person or loss of or damage to any property, arising, in any manner, from the Customer's activities, actions, or omissions under this Agreement.
2. Nothing in this Agreement shall be construed as a waiver by the City of Aztec of any rights, immunities, privileges, monetary limitations to judgments, and defenses available to the City of Aztec under State or Federal law.

### **Section 7. Location of CG System**

The "CG" system will be installed at the Customer's premises located at/in the physical location specified or depicted in the attached Exhibit A. The Customer must not relocate and interconnect the "CG" system at another premises or physical location without the City of Aztec Electrical Director's prior written consent, if such consent is given, the Parties shall cooperate to amend this Agreement to allow for interconnection at the alternate location. In the event that such consent is given, any relocation and installation of the "CG" system will be at the Customer's sole expense.

### **Section 8. Metering**

The City of Aztec shall direct and over see the installation, at the customer's expense, a metering system at the Customer's premises at a level of accuracy that meets all applicable standards, regulations, and statutes. This system will be suited for the electrical rate class for the service provided.

### **Section 9. Billing**

1. The City shall read and maintain the meter, associated equipment and all related billing records on monthly bases. Net Kwh billing shall be monthly comprised of one bidirectional CG meter, delivering power to the Customer in the forward direction and receiving power from the customer in the reverse direction.
2. The Customer shall be billed monthly a fee of \$150.00 (one hundred fifty dollars).
3. The Customer shall be billed the current commercial rate for power delivered to the Customer from the City's power distribution grid.
4. The City will pay or credit the Customer at a rate of \$00.05 (five cents) / Kwh for all power received from the Customer back to the City's power distribution system monthly.
5. The terms within this section may be changed at the option of the City, if the City of Aztec establishes new or adjusted commercial or "CG" rate(s) in order to bring this agreement in compliance with future rate's and fee's established by the Aztec City Commission. If the City elects to change the terms in this section of this agreement. The City will notify the Customer in writing at the billing address on record 60 days prior to the new rate and / or fees going into effect.

**Section 10. Access to Premises**

The Customer hereby grants, and shall permit and facilitate access to the Customer's premises at all time to the City for the purpose of conducting any investigation, repair or inspection of the "CG" system and interconnection as pertaining to the City's electric distribution system.

**Section 11. Maintenance of Equipment; Safety**

The Customer, at the its sole cost and expense, shall install, operate, and maintain the "CG" system, including, but not limited to, all over-current protective equipment, voltage regulation and harmonic output, in a safe and prudent manner and in conformance with all applicable laws, codes, and regulations, including, but not limited to, those listed. The Customer shall retain all records for such maintenance. These records shall be available to the City of Aztec for inspection upon written request.

**Section 12. Interruption or Reduction of Deliveries; Disconnect**

1. The City may require the Customer to interrupt or reduce deliveries: (1) when necessary in order that the City may construct, install, maintain, repair, replace, remove, investigate, or inspect any of the its equipment or part of its electric system; or (2) if the City determined that curtailment, interruption, or reduction is necessary because of emergencies or compliance with good electrical practices as determined by the Aztec Electric Director or City Engineer. To the extent reasonably practicable, the City shall give the Customer notice prior to any interruption or reduction of deliveries.
2. Notwithstanding any other provision of this Agreement, if at any time the City determines that the "CG" system may endanger the public and or personnel, or that the continued operation of the Customer's "CG" system may endanger the integrity of the City's electrical distribution system, the City has the right to disconnect the Customer's "CG" System from the City's electrical distribution system. When the City disconnects the "CG" System on the basis of a determination of endangerment, it retains the right to keep the "CG" System in a disconnected state until such time as the City of Aztec Electric Director or City Engineer is satisfied that the condition(s) that formed the basis for the determination of endangerment have been corrected.

**Section 13. Force Majeure**

Neither party will be liable for delays in performing its obligations under this agreement to the extent that the delay is caused by an unforeseeable condition beyond its reasonable control without fault or negligence, including but not limited to, riots, wars, floods, fires, explosions, acts of nature, acts of government, or labor disturbances.

**Section 14. Compliance with Ordinances and Regulations**

The Customer shall perform all obligations under this Agreement in strict compliance with all applicable federal, state, and City of Aztec laws, rules, statutes, or ordinances.

**Section 15. Miscellaneous**

1. The provisions of this Agreement with respect to indemnification and liability will survive the termination of this Agreement.
2. This Agreement, together with its exhibits, constitutes the entire agreement between the Parties and supersedes all previous written or oral communications, understandings, and agreements between the Parties unless specifically stated otherwise within this Agreement. This Agreement may only be amended by a written agreement signed by both Parties.

**Acknowledgements Regarding Agreement**

By signing below, the Customer acknowledges understanding of the terms of this Agreement and that the Customer may not interconnect the "CG" System to the City of Aztec's electric distribution system until the City has received written authorization to connect from the appropriate electrical inspector.

**The parties have executed this Agreement as of the date first above written.**

City of Aztec, New Mexico

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

Sally Burbridge, Mayor

ATTEST:

\_\_\_\_\_

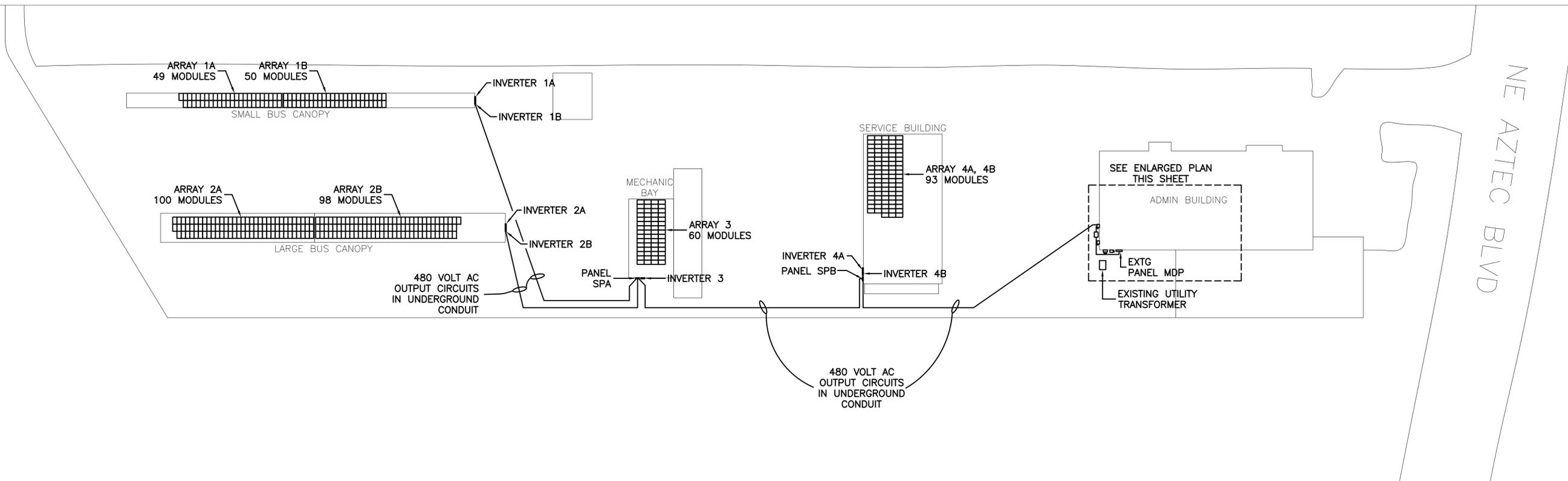
Karla Sayler, City Clerk

Customer: \_\_\_\_\_

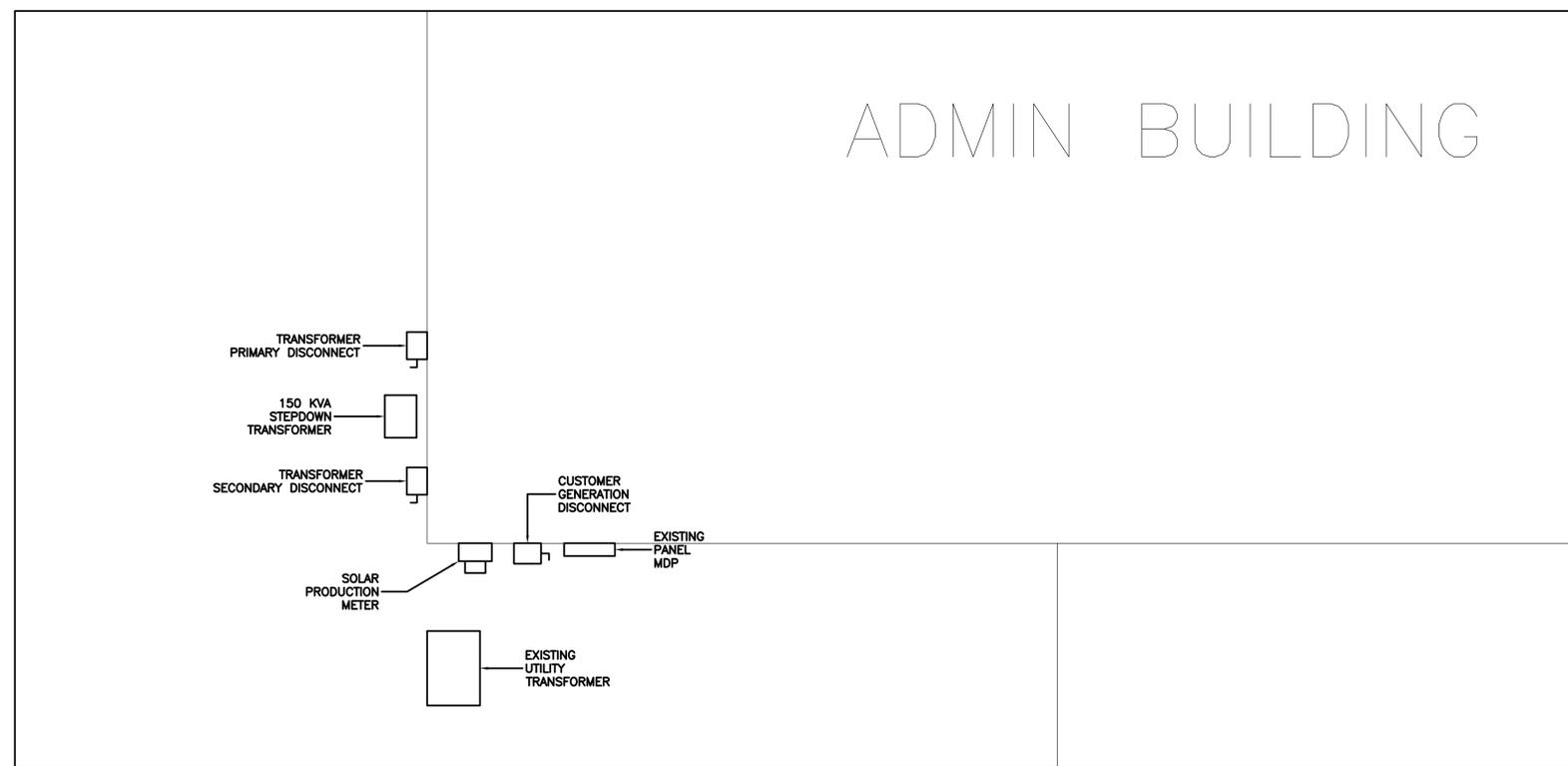
Title: \_\_\_\_\_

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

## Exhibit A



**ELECTRICAL SITE PLAN** —N→  
SCALE: 1" = 40'-0"

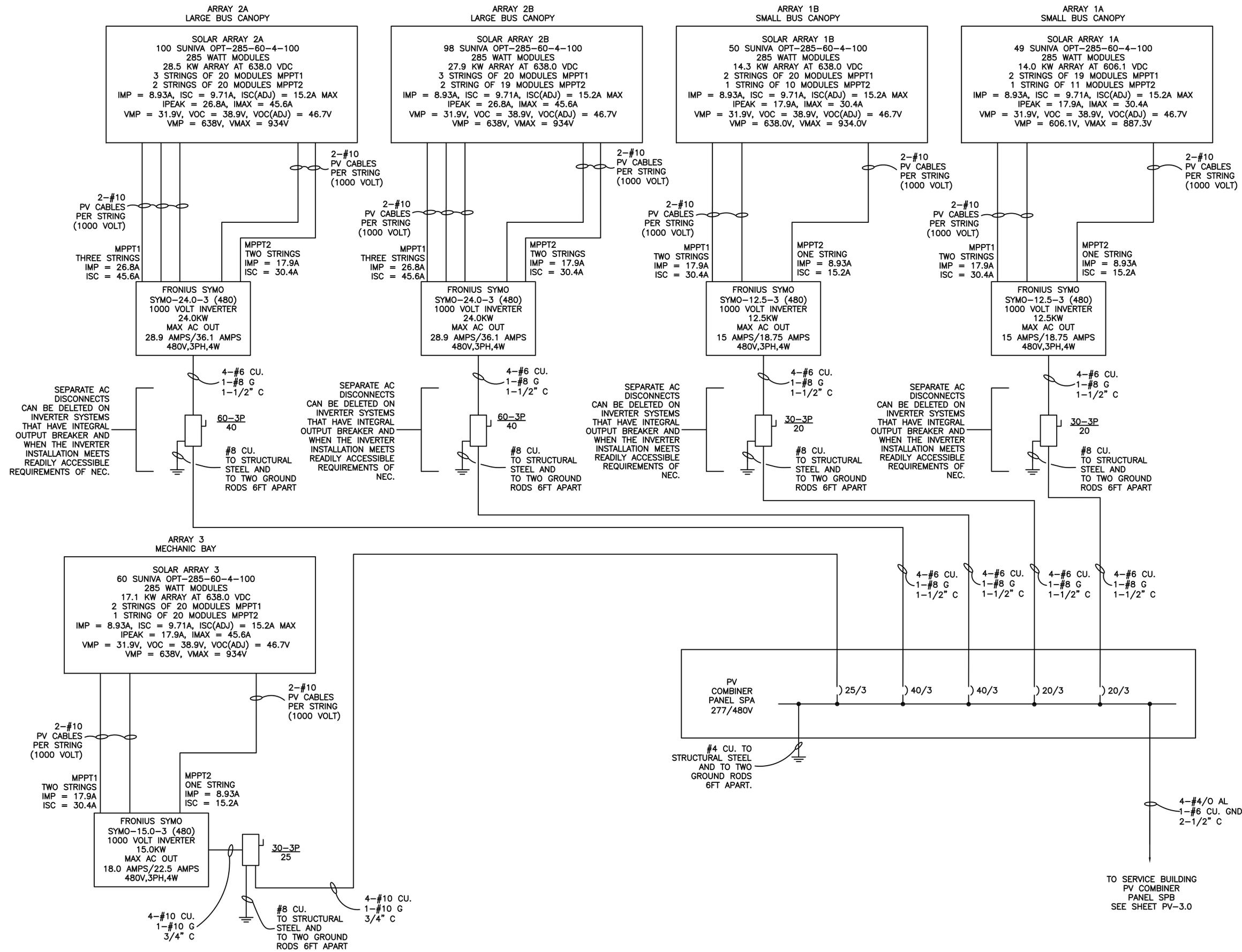


**ENLARGED INTERCONNECT PLAN** —N→  
SCALE: 1/8" = 1'-0"

<b>PPC SOLAR</b>				
245 PASO DEL CANON EAST TAOS, NM 87571				
TEL 575-737-5886 FAX 575-768-3054				
No.	REVISION	BY	APP.	DATE
PROJECT:	16029	DESIGNED BY:	D.G.	
FILE:	16029	DRAWN BY:	D.G.	
DATE:	3/11/2016	CHECKED BY:	D.G.	
SCALE:				AS NOTED

PROJECT: **AZTEC MUNICIPAL SCHOOL ADMINISTRATION COMPLEX**  
SHEET TITLE: **PHOTOVOLTAIC SYSTEM ELECTRICAL SITE PLAN**





ARRAYS #1, #2, #3 - ONE-LINE DIAGRAM  
SCALE: NONE

**PPC SOLAR**

245 PASO DEL CANON EAST  
TAOS, NM 87571  
TEL 575-737-5886  
FAX 575-766-3054

NO.	REVISION	BY	APP.	DATE

PROJECT: 16029  
DESIGNED BY: D.G.  
FILE: 16029  
DRAWN BY: D.G.  
DATE: 3/11/2016  
CHECKED BY: D.G.  
SCALE: AS NOTED

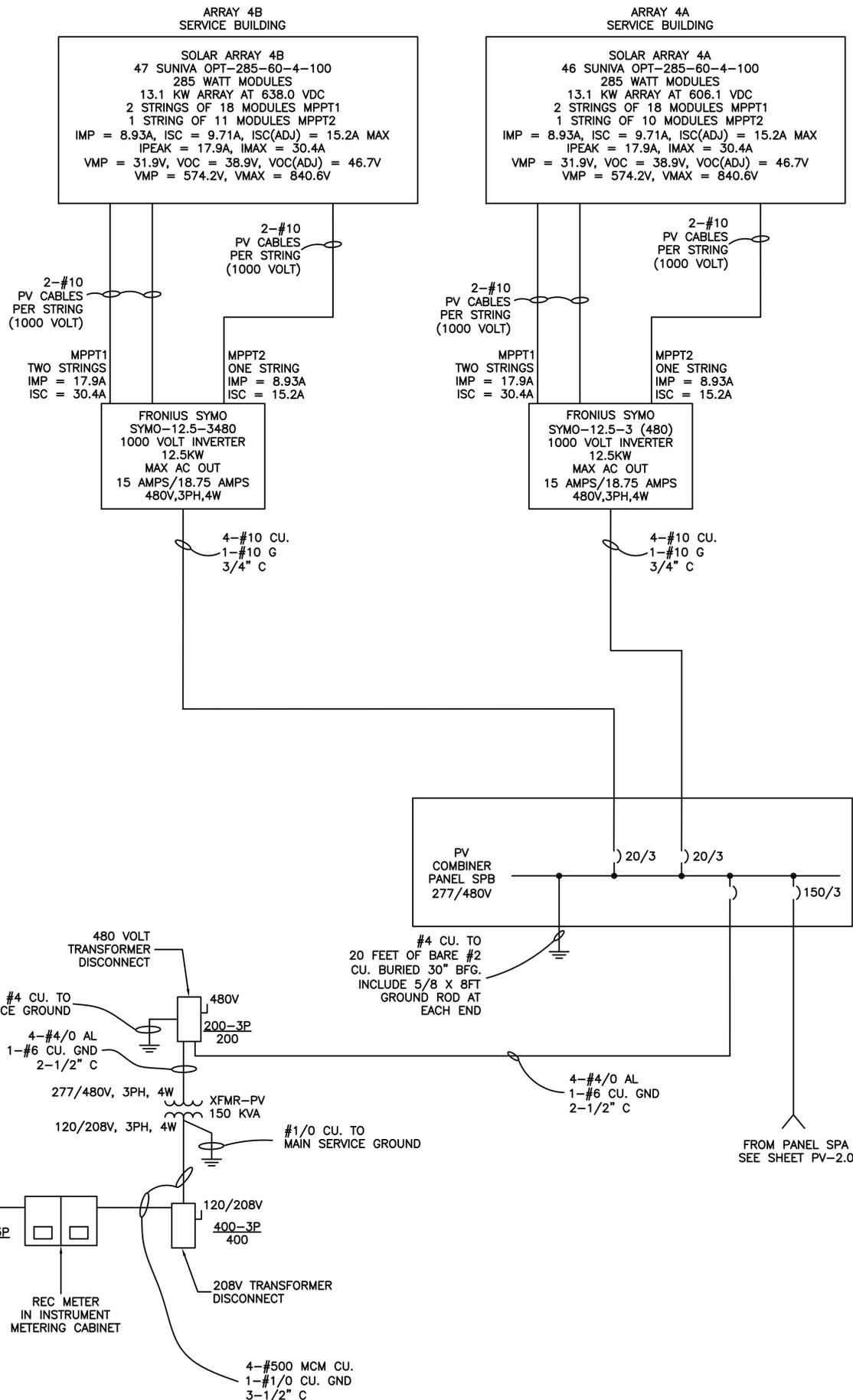
PROJECT: AZTEC MUNICIPAL SCHOOL ADMINISTRATION COMPLEX  
SHEET TITLE: ARRAYS #1, #2, #3 ONE-LINE DIAGRAM

D. M. GONZALEZ  
 NEW MEXICO  
 9261  
 3/11/16  
 PROFESSIONAL ENGINEER

SHEET NO. PV-2.0

PANEL SPA													PANEL SPB																								
Voltage LL: 480 VOLTS BUS Rating: 200 Amps End-use: NEMA 3R Mounting: SURFACE						Voltage LN: 277 VOLTS 3 PHASE, 4 WIRE						Voltage LL: 480 VOLTS BUS Rating: 200 Amps End-use: NEMA 3R Mounting: SURFACE						Voltage LN: 277 VOLTS 3 PHASE, 4 WIRE																			
Nameplate: PANEL SPA						MCB or MLO: MLO AIC Rating: 14 K AIC						Nameplate: PANEL SPB						MCB or MLO: MLO AIC Rating: 14 K AIC																			
Fed From: PANEL SPB						Manufacturer: SQUARE D Model: NF Branch Breaker: EDB						Fed From: PANEL SPB						Manufacturer: SQUARE D Model: NF Branch Breaker: EDB																			
CIRCUIT DESCRIPTION													CIRCUIT DESCRIPTION																								
LOAD AMPS			BKR			CCT			LOAD AMPS			BKR			CCT			LOAD AMPS			BKR			CCT													
SMALL BUS CANOPY ARRAY 1A	4	15	---	---	---	20	1	A	2	20	15	---	---	---	4	15	---	---	---	20	1	A	2	20	15	---	---	---	4	15	---	---	---				
LARGE BUS CANOPY ARRAY 2B	4	28.9	---	---	---	40	7	A	8	40	28.9	---	---	---	4	28.9	---	---	---	40	7	A	8	40	28.9	---	---	---	4	28.9	---	---	---				
MECHANIC BAY ARRAY 3	4	18	---	---	---	25	13	A	14	14	---	---	---	4	18	---	---	---	25	13	A	14	14	---	---	---	4	18	---	---	---	4	18	---	---	---	
SPACE	4	---	---	---	---	18	---	---	---	---	---	---	---	4	---	---	---	---	18	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	
SPACE	4	---	---	---	---	19	A	20	---	---	---	---	---	4	---	---	---	---	19	A	20	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	
SPACE	4	---	---	---	---	21	B	22	---	---	---	---	---	4	---	---	---	---	21	B	22	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	
SPACE	4	---	---	---	---	23	C	24	---	---	---	---	---	4	---	---	---	---	23	C	24	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
SPACE	4	---	---	---	---	25	A	26	---	---	---	---	---	4	---	---	---	---	25	A	26	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
SPACE	4	---	---	---	---	27	B	28	---	---	---	---	---	4	---	---	---	---	27	B	28	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
SPACE	4	---	---	---	---	29	C	30	---	---	---	---	---	4	---	---	---	---	29	C	30	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
Subtotal (Amps)	61.9			81.9			81.9			43.9			43.9			43.9			120.8			120.8			120.8			15.15			15.15			15.15			
Total (Amps)	105.8			105.8			105.8			105.8			105.8			105.8			135.8			135.8			135.8			135.8			135.8			135.8			

ACCESSORIES:		YES	NO	LOAD SUMMARY			
Copper Bus		X		Load Category	Dem. Factor	Dem. Factor	Cnctd (KVA)
Service Entrance Rated		X		General	0.00	1.00	0.00
Door in Door		X		Lighting	0.00	1.25	0.00
Thru-Feed Lugs		X		Receptacles	0.00	1.00	0.00
Top Skirts		X		PV AC Output	109.90	1.25	87.92
Bottom Skirts		X		User 2	0.00	1.00	0.00
				Motors	0.00	1.00	0.00
				Largest Motor	0.00	1.25	0.00
				Total KVA	109.90		87.92
				Total Amps	132.35		105.88



ARRAY #4 / INTERCONNECT - ONE-LINE DIAGRAM  
 SCALE: NONE

**PPC SOLAR**

245 PASEO DEL CANON EAST  
 TAOS, NM 87571  
 TEL 575-737-5886  
 FAX 575-756-3054

No.	REVISION	BY	APP.	DATE
2	MISC.			6/19/14

PROJECT: **AZTEC MUNICIPAL SCHOOL ADMINISTRATION COMPLEX**

SHEET TITLE: **ARRAY #4 / INTERCONNECT ONE-LINE DIAGRAM**

DESIGNED BY: D.G.  
 DRAWN BY: D.G.  
 CHECKED BY: D.G.  
 DATE: 3/11/2016  
 SCALE: AS NOTED

SHEET NO. **PV-3.0**



# Aztec Municipal Schools Administration Complex

System Size: 183.15 kW DC

Revision: DRAFT-0

May 25, 2015

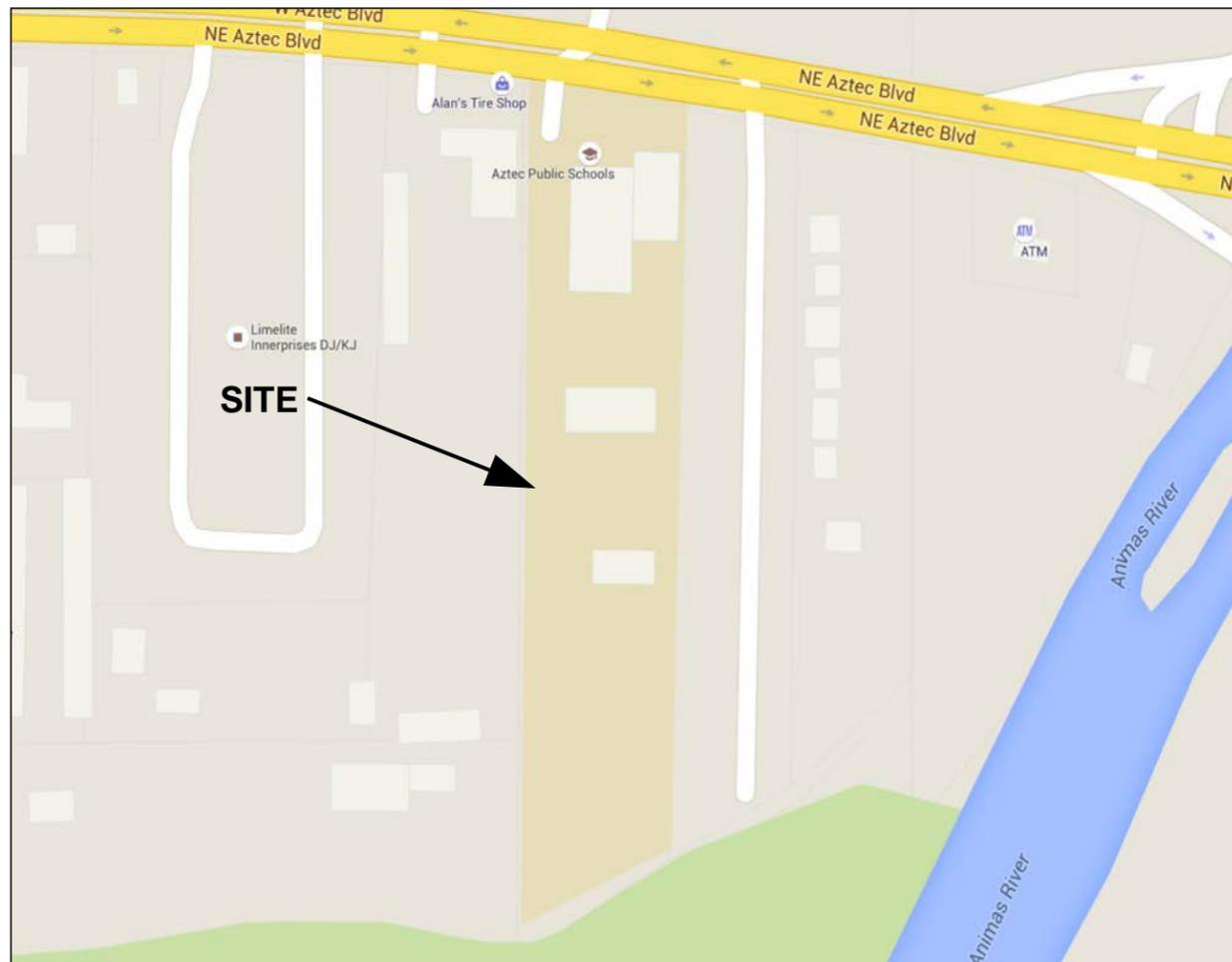
## PROJECT DETAILS

OWNER NAME: Aztec Municipal Schools  
 CONTACT: Gary Martinez  
 PHONE: 505-334-9474  
 ADDRESS: 1118 W. Aztec Blvd.  
 Aztec, NM 87410

MODULE: Kyocera KD 300-80 F  
 MODULE SIZE: 330 Watts  
 MODULE QUANTITY: 555  
 INVERTER: Solectria PVI 85KW  
 INVERTER QUANTITY: 2  
 DC SYSTEM SIZE: 183.15 kW  
 AC SYSTEM SIZE: 170 kW

ENERGY PRODUCTION: 272.8 MWh/Year  
 ENERGY CONSUMPTION: 458.5 MWh/Year  
 PERCENTAGE MET BY SYSTEM: 59.5%

## LOCATION MAP



## ENERGY ESTIMATION



### Results

Station and Model info							
	Lat	Lon	Elevation (m)	TZ	City	Country	Resource file
Station	36.750000	-108.233002	1675.00	-7.0	FARMINGTON FOUR CORNERS REGL	NM	723658.csv
Model	36.825058	-108.006632	1709.94	-7.0	Aztec (New Mexico)	United States	
Distance (km)	21.818						

### Faces analysis

Faces global results							
Solar panels	N°P.	P. power (Wp)	DC r. (kWp)	P. weight (kg)	DC r. (kWp)	Energy (kWh)	Yield (kWh/kWp)
Kyocera KD 300-80 F	555	330.00	27.50	183.15	272751.72	1489.23	

Results for solar arrays in each face												
Face	Model	N°P.	P. power (Wp)	DC r. (kWp)	Weight (kg)	Azimuth	Tilt	Relative tilt	Energy (kWh)	Yield (kWh/kWp)	ΣH <sub>m</sub> (kWh/m <sup>2</sup> /year)	L
1	Kyocera KD 300-80 F	125	330.00	41.25	3437.50	180.00	0.00	0.00	61430.57	1489.23	1944.57	14.08
2	Kyocera KD 300-80 F	78	330.00	25.74	2145.00	180.00	0.00	0.00	38332.67	1489.23	1944.57	14.08
3	Kyocera KD 300-80 F	128	330.00	42.24	3520.00	180.00	0.00	0.00	62904.90	1489.23	1944.57	14.08
4	Kyocera KD 300-80 F	108	330.00	35.64	2970.00	180.00	0.00	0.00	53076.01	1489.23	1944.57	14.08
5	Kyocera KD 300-80 F	64	330.00	21.12	1760.00	180.00	0.00	0.00	31452.45	1489.23	1944.57	14.08
6	Kyocera KD 300-80 F	52	330.00	17.16	1430.00	180.00	0.00	0.00	25555.12	1489.23	1944.57	14.08

Losses										
Face	Soiling	Shading	Snow	Mismatch	Wiring	Connections	LID	Nameplate r.	Age	Syst. avai.
1	2.00	3.00	0.00	2.00	2.00	0.50	1.50	1.00	0.00	3.00
2	2.00	3.00	0.00	2.00	2.00	0.50	1.50	1.00	0.00	3.00
3	2.00	3.00	0.00	2.00	2.00	0.50	1.50	1.00	0.00	3.00
4	2.00	3.00	0.00	2.00	2.00	0.50	1.50	1.00	0.00	3.00
5	2.00	3.00	0.00	2.00	2.00	0.50	1.50	1.00	0.00	3.00
6	2.00	3.00	0.00	2.00	2.00	0.50	1.50	1.00	0.00	3.00
Default	2.00	3.00	0.00	2.00	2.00	0.50	1.50	1.00	0.00	3.00



P.O. Box 366  
 Flora Vista, NM 87415

505-635-7439  
 www.renewable-engineering.com

Inverters	(2) Solectria PVI 85KW
Modules	(555) Kyocera KD 300-80 F
DC STC Rating	183.15 kW DC
AC Continuous Output Rating	170 kW AC

UNRELEASED  
FOR REVIEW  
PURPOSES  
ONLY

**Aztec Municipal Schools**  
**Administration Complex**  
 Aztec Municipal Schools  
 1118 W. Aztec Blvd.  
 Aztec, NM 87410

Project	Aztec Municipal Schools Administration Complex
Client	Aztec Municipal Schools 1118 W. Aztec Blvd. Aztec, NM 87410
Drawn by	Tom Munson
Checked by	N/A
Scale	NTS
Date	05/25/15
Job #	N/A
Revision	DRAFT-0

## PROJECT OVERVIEW

# PV 1

Inverters	(2) Solectria PVI 85KW
Modules	(555) Kyocera KD 300-80 F
DC STC Rating	183.15 kW DC
AC Continuous Output Rating	170 kW AC

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ONLY

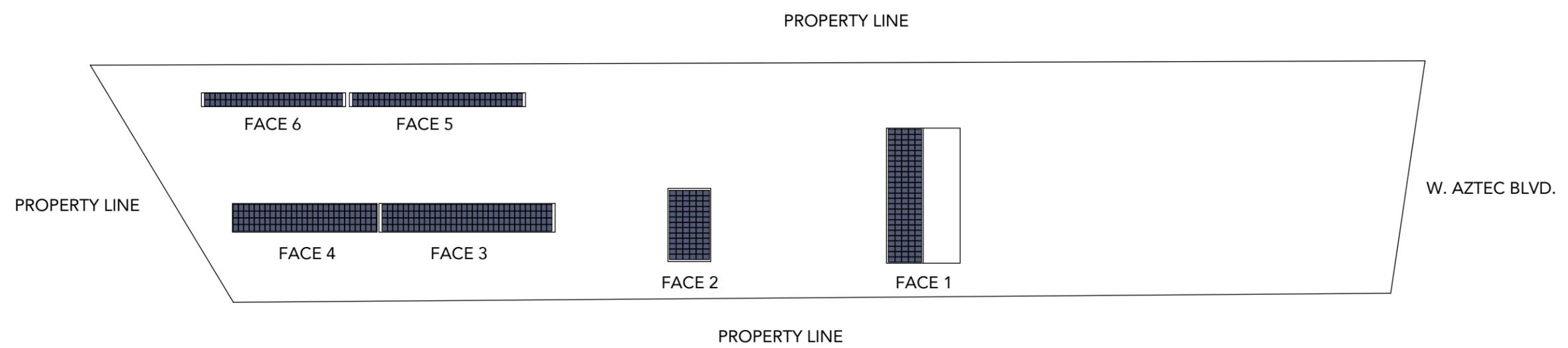
**Project**  
**Aztec Municipal Schools Administration Complex**

**Client**  
Aztec Municipal Schools  
1118 W. Aztec Blvd.  
Aztec, NM 87410

Drawn by	Tom Munson
Checked by	N/A
Scale	1' = 100' (1:1200)
Date	05/25/15
Job #	N/A
Revision	DRAFT-0

**SITE PLAN**

**PV 2**

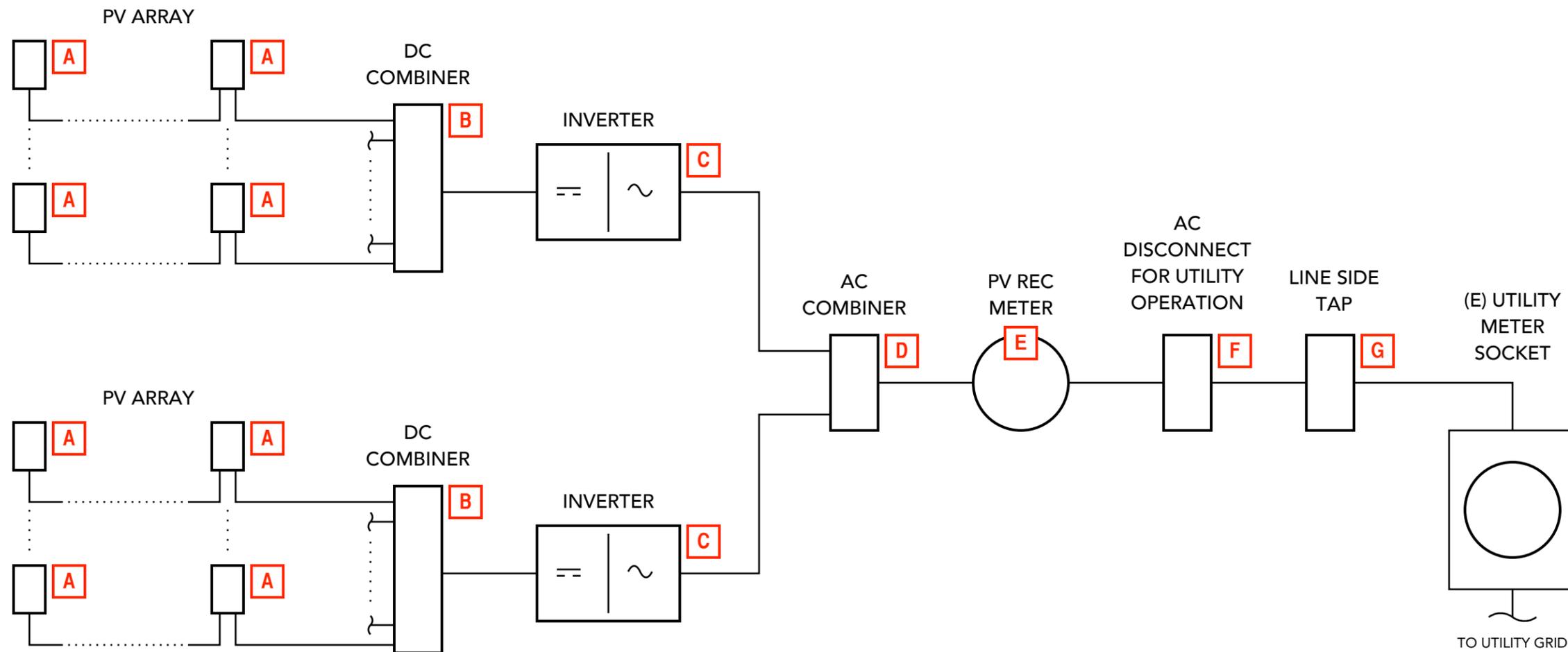


**MODULES**

**A** (555) Kyocera KD 300-80 F  
STC Power: 330 W

**INVERTERS**

**C** (2) Solectria PVI 85KW  
85 kW nom.  
102 A max. continuous output  
480 V AC nom. output  
DC & AC Disconnects Integrated



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**Project**  
Aztec Municipal Schools  
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Drawn by	Tom Munson
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Scale	NTS
Date	05/25/15
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Revision	DRAFT-0

**ONE LINE  
DIAGRAM**

**PV 3**

COMMERCIAL INVERTERS

PVI 50KW  
PVI 60KW  
PVI 75KW  
PVI 85KW  
PVI 100KW

FEATURES

- Full-line of inverters: 50, 60, 75, 85 and 100 kW
- Fully-integrated design with AC and DC disconnects
- Transformer isolated
- 208 VAC, 240 VAC, 480 VAC or 600 VAC
- MODBUS communications
- User-interactive LCD display

OPTIONS

- Premium efficient model
- Fused subcombiners
- Forward facing disconnects
- Stainless steel enclosure
- Web-based monitoring
- Sub-array monitoring
- Built-in cellular connectivity
- Dust filter

OPTIONS FOR UTILITIES

- Real power curtailment
- Reactive power control
- Voltage ride through
- Frequency ride through



COMMERCIAL INVERTERS

The most fully customizable full-line of commercial grid-tied PV inverters available today, the PVI 50-100KW series of Solectria Renewables inverters has been utilized in projects ranging from 30kW to multi-megawatt solar farms. This series of inverters is capable of operating at 208 VAC, 240 VAC, 480 VAC, and 600 VAC and comes standard with AC and DC disconnects, transformer isolation, LCD display, and monitoring gateway. Options include a premium efficient models, integrated fused subcombiners, forward facing disconnects, stainless steel enclosure, web-based and sub-array monitoring, built-in cellular connectivity, and/or a dust filter. AC voltage and frequency settings may be customized according to utility specifications.



Built for the real world

SPECIFICATIONS	PVI 50KW	PVI 60KW	PVI 75KW	PVI 85KW	PVI 100KW
<b>DC Input</b>					
Absolute Maximum Input Voltage	600 VDC				
MPPT Input Voltage Range	312-500 VDC				
MPPT Input Voltage Range - LV Option	296-500 VDC				
Maximum Operating Input Current	169 A	202 A	252 A	285 A	334 A
Maximum Operating Input Current - LV Option	178 A	213 A	265 A	300 A	352 A
<b>AC Output</b>					
Nominal Output Voltage	208, 240, 480 or 600 VAC, 3-Ph (4 wire option)				
AC Voltage Range (Standard)	-12%/+10%				
Continuous Output Power	50 kW	60 kW	75 kW	85 kW	100 kW
Continuous Output Current	208 VAC	139 A	167 A	208 A	278 A
	240 VAC	120 A	145 A	180 A	241 A
	480 VAC	60 A	73 A	90 A	120 A
	600 VAC	48 A	58 A	72 A	82 A
Maximum Backfeed Current	0 A				
Nominal Output Frequency	60 Hz				
Output Frequency Range	59.3-60.5 Hz				
Power Factor	Unity, >0.99				
Total Harmonic Distortion (THD)	<3%				
<b>Efficiency</b>					
Peak Efficiency	208 VAC Premium	96.5%			97.0%
	208/240 VAC	96.0%			96.5%
	480 VAC Premium	97.0%			97.5%
	480/600 VAC	96.5%			97.0%
CEC Efficiency	208 VAC Premium	96.0%			96.5%
	208/240 VAC	95.5%			96.0%
	480 VAC Premium	96.5%			97.0%
	480/240 VAC	96.0%			96.5%
Tare Loss	208 VAC	4 W			
	240 VAC	5 W			
	480 VAC	8 W			
	600 VAC	12 W			
<b>Subcombiner Options</b>					
Fused	2-8 positions, 40-275 A				
Breakers	2-8 positions, 40-300 A				
<b>Temperature</b>					
Ambient Temperature Range (full power)	-40°F to +122°F (-40°C to +50°C)				
Storage Temperature Range	-40°F to +158°F (-40°C to +70°C)				
Relative Humidity (non-condensing)	0-95%				
<b>Monitoring Options</b>					
Web-based Monitoring (Inverter Direct)	SolrenView				
Revenue Grade Monitoring	External				
Sub-Array Monitoring (SolZone)	2-8 zones				
Cellular Communication	SolrenView AIR				
Third Party Compatibility	Standard via MODBUS				
<b>Certifications</b>					
Safety Listings & Certifications	UL 1741/IEEE 1547, IEEE 1547.1, IEEE 62.41.2, IEEE 62.45, IEEE C37.90.2, CSA C22.2#107.1, FCC part 15 B				
Certification Agency	ETL				
<b>Warranty</b>					
Standard	5 year				
Optional	10, 15, 20 year; extended service agreement; uptime guarantee				
<b>Enclosure</b>					
Transformer	Standard, fully-integrated (internal)				
AC/DC Disconnects	Standard, fully-integrated				
Dimensions 208/240 VAC (H x W x D) - Side Facing Disconnects	76 in. x 54 in. x 29.25 in. (1930 mm x 1372 mm x 743 mm)				
Dimensions 480/600 (H x W x D) - Side Facing Disconnects	76 in. x 53 in. x 29.25 in. (1930 mm x 1338 mm x 743 mm)				
Dimensions 208/240 VAC (H x W x D) - Forward Facing Disconnects	76 in. x 89 in. x 29.25 in. (1930 mm x 2246 mm x 743 mm)				
Dimensions 480/600 (H x W x D) - Forward Facing Disconnects	76 in. x 81 in. x 29.25 in. (1930 mm x 2044 mm x 743 mm)				
Weight	1545 lbs (700 kg)		1765 lbs (800 kg)		
Enclosure Rating	NEMA 3R				
Enclosure Finish	Polyester powder coated steel; Optional stainless steel				

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www.solren.com | inverters@solren.com | 978.683.9700



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Flora Vista, NM 87415

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www.renewable-engineering.com

Inverters	(2) Solectria PVI 85KW
Modules	(555) Kyocera KD 300-80 F
DC STC Rating	183.15 kW DC
AC Continuous Output Rating	170 kW AC

**UNRELEASED FOR REVIEW PURPOSES ONLY**

**Project** Aztec Municipal Schools Administration Complex  
**Client** Aztec Municipal Schools  
1118 W. Aztec Blvd.  
Aztec, NM 87410

Drawn by	Tom Munson
Checked by	N/A
Scale	NTS
Date	05/25/15
Job #	N/A
Revision	DRAFT-0

**INVERTER**

---

**PV 4**



# KD 300-80 F Series

KD325GX-LFB KD330GX-LFB

## CUTTING EDGE TECHNOLOGY

As a pioneer with four decades of experience in the development of photovoltaic systems, Kyocera drives the market as a leading provider of PV products. We demonstrate our *Kaizen* philosophy, or commitment to continuous improvement, by setting the industry standard in the innovation of best-in-class solar energy equipment.

## QUALITY BUILT IN

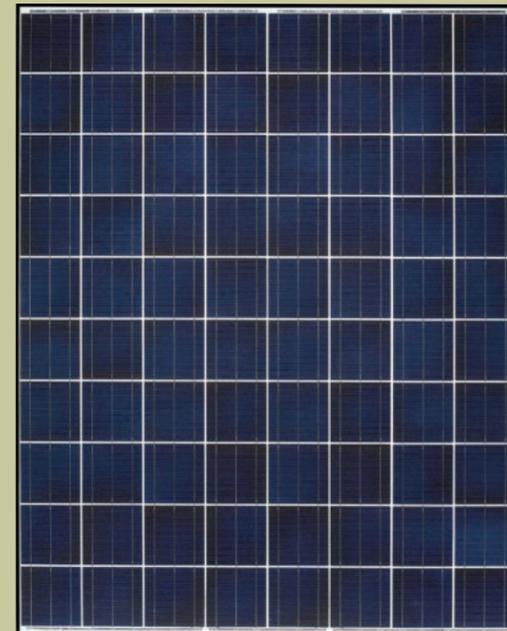
- UV-stabilized, anodized aluminum frame in black
- Supported by major mounting structure manufacturers
- Easily accessible grounding points on all four corners for fast installation
- Proven junction box technology with 12 AWG PV wire works with transformerless inverters
- Locking plug-in connectors provide safe, quick connections

## PROVEN RELIABILITY

- Kyocera modules confirmed by the Desert Knowledge Australia Solar Centre to have the highest average output of any crystalline module
- First module manufacturer in the world to pass long-term sequential testing performed by TÜV Rheinland
- This series construction also passed TÜV Rheinland's Salt Mist Corrosion Test at Severity Level 6, the most intense test conditions available
- Only module manufacturer to achieve the rank of "Performance Leader" in all six categories of GTM Research's 2014 PV Module Reliability Scorecard

## CERTIFICATIONS

- UL1703 Certified and Registered, UL Module Fire Performance: Type 2, CEC
- NEC2008 Compliant, IEC 61215/61730, and ISO 14001
- IEC61701 Ed.2 Severity 6 (Salt Mist Corrosion Test)



## ELECTRICAL SPECIFICATIONS

Standard Test Conditions (STC)  
STC=1000 W/M<sup>2</sup> irradiance, 25°C module temperature, AM 1.5 spectrum\*

	KD325GX-LFB	KD330GX-LFB	
P <sub>max</sub>	325	330	W
V <sub>mp</sub>	40.3	40.5	V
I <sub>mp</sub>	8.07	8.15	A
V <sub>oc</sub>	49.7	49.9	V
I <sub>sc</sub>	8.69	8.79	A
P <sub>tolerance</sub>	+5/-0	+5/-0	%

Nominal Operating Cell Temperature Conditions (NOCT)  
NOCT=800 W/M<sup>2</sup> irradiance, 20°C ambient temperature, AM 1.5 spectrum\*

T <sub>NOCT</sub>	45	45	°C
P <sub>max</sub>	234	237	W
V <sub>mp</sub>	36.2	36.4	V
I <sub>mp</sub>	6.47	6.52	A
V <sub>oc</sub>	45.5	46.6	V
I <sub>sc</sub>	7.04	7.12	A
PTC	290.4	295.0	W

## Temperature Coefficients

P <sub>max</sub>	-0.45	-0.45	%/°C
V <sub>mp</sub>	-0.47	-0.47	%/°C
I <sub>mp</sub>	0.0025	0.0025	%/°C
V <sub>oc</sub>	-0.36	-0.36	%/°C
I <sub>sc</sub>	0.06	0.06	%/°C
Operating Temp	-40 to +90	-40 to +90	°C

## System Design

Series Fuse Rating	15 A
Maximum DC System Voltage (UL)	600 V
Hailstone Impact	in (25mm) @ 51mp (23m/s)

\*Subject to simulator measurement uncertainty of +/- 3%.  
KYOCERA reserves the right to modify these specifications without notice.

NEC 2008 COMPLIANT  
UL 1703 LISTED  
032114

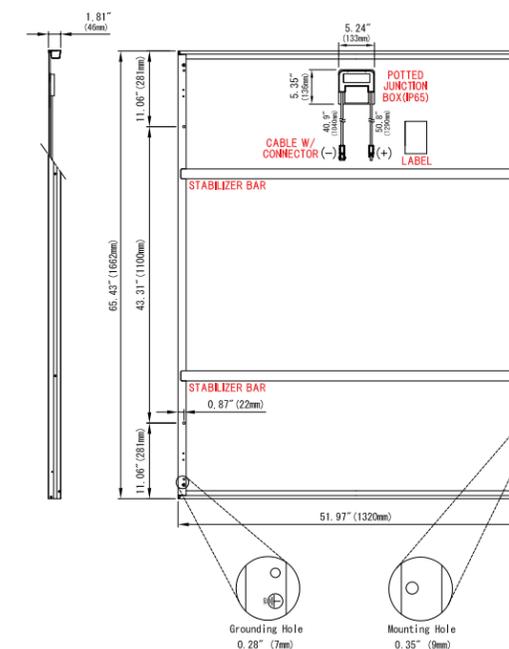


## MODULE CHARACTERISTICS

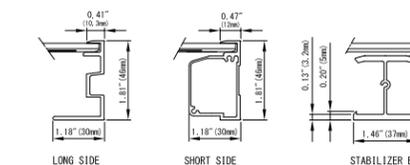
Cells per module:	80 (8 x 10)
Dimensions: length/width/height	65.43in/51.97in/ 1.81in (1662mm/1320mm/46mm)
Weight:	60.6lbs (27.5kg)

## PACKAGING SPECIFICATIONS

Modules per pallet:	20
Pallets per 53' container:	22
Pallet box dimensions: length/width/height	66in/53in/47in (1675mm/1330mm/1175mm)
Pallet box weight:	1323lbs (600kg)



## FRAME CROSS SECTION DIAGRAM



OUR VALUED PARTNER

KYOCERA Solar, Inc. 800-223-9580 800-523-2329 fax www.kyocerasolar.com

HIGH EFFICIENCY MULTICRYSTAL PHOTOVOLTAIC MODULE

SOLAR by KYOCERA



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www.renewable-engineering.com

Inverters	(2) Solectria PVI 85KW
Modules	(555) Kyocera KD 300-80 F
DC STC Rating	183.15 kW DC
AC Continuous Output Rating	170 kW AC

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Project  
Aztec Municipal Schools  
Administration Complex

Client  
Aztec Municipal Schools  
1118 W. Aztec Blvd.  
Aztec, NM 87410

Drawn by Tom Munson

Checked by N/A

Scale NTS

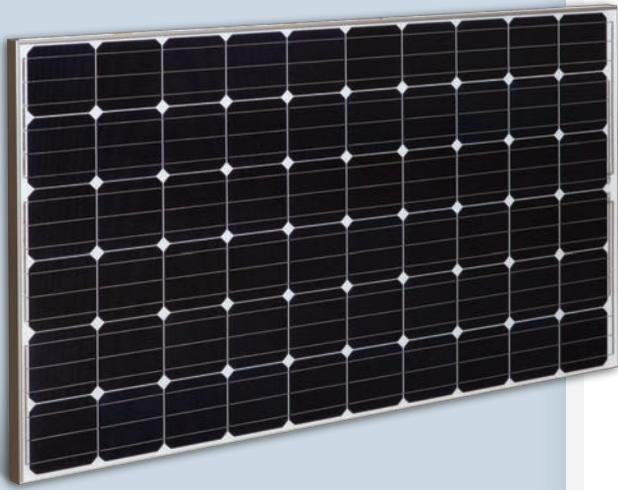
Date 05/25/15

Job # N/A

Revision DRAFT-0

MODULE

PV 5



## SUNIVA OPTIMUS® SERIES MONOCRYSTALLINE SOLAR MODULES

OPT SERIES: OPT 60 CELL MODULES (SILVER FRAME)

### ENGINEERING EXCELLENCE

- Built exclusively with **Suniva's premium ARTisun Select cells**, providing one of the highest power outputs per square meter at an affordable price
- **The leading US-born, US-owned crystalline silicon cell and module manufacturer**, spun out of Georgia Tech's University Center of Excellence in Photovoltaics; one of only two such research centers in the U.S.
- Suniva's state-of-the art manufacturing and module lab facilities feature the most advanced equipment and technology

### QUALITY & RELIABILITY

- Suniva Optimus modules are manufactured and warranted to our specifications assuring consistent high performance and high quality.
- Rigorous in-house quality management tests beyond standard UL and IEC standards
- Performance longevity with advanced polymer backsheets
- UL1703 listed Type 2 PV module
- Passed the most stringent salt spray tests based on IEC 61701
- Passed enhanced stress tests<sup>1</sup> based on IEC 61215 conducted at Fraunhofer ISE
- PAN files are independently validated



**Optimus® modules are known for their superior quality and long-term reliability.** These high-powered modules consist of Suniva's premium ARTisun® Select cell technology and are designed and manufactured in the U.S.A. and North America using our pioneering ion implantation technology. Suniva's high power-density Optimus modules provide excellent performance and value.

### FEATURES

- ☀ Utilizes our premier American-made cell technology, ARTisun Select®
- ☀ Superior performance and reliability; enhanced stress tests conducted at Fraunhofer ISE
- ☀ Module families ranging from 275-285W
- ☀ Positive only power tolerance
- ☀ Marine grade aluminum frame with hard anodization or powder coating
- ☀ Certified PID-free by PV Evolution Labs (PVEL)
- ☀ Made in North America
- ☀ Qualifies for Ex-Im Financing
- ☀ 1000V UL
- ☀ 25 year linear power warranty; 10 year product warranty



### CERTIFICATIONS



# OPTIMUS SERIES: OPT 60 CELL MODULES

## ELECTRICAL DATA (NOMINAL)

The rated power may only vary by -0/+3% and all other electrical parameters by ± 5%

Model Number	OPT275-60-4-100	OPT280-60-4-100	OPT285-60-4-100
Power Classification (Pmax)	275 W	280 W	285 W
Module Efficiency (%)	16.73%	17.04%	17.34%
Voltage at Max. Power Point (Vmp)	31.7 V	31.8 V	31.9 V
Current at Max. Power Point (Imp)	8.68 A	8.81 A	8.93 A
Open Circuit Voltage (Voc)	38.7 V	38.8 V	38.9 V
Short Circuit Current (Isc)	9.43 A	9.57 A	9.71 A

The electrical data apply to standard test conditions (STC): Irradiance of 1000 W/m<sup>2</sup> with AM 1.5 spectra at 25°C.

## CHARACTERISTIC DATA

Type of Solar Cell	High-efficiency ARTisun Select cells, 3 and 5 busbar options available
Frame	Anodized or powder coated aluminum alloy
Glass	Tempered (low-iron), anti-reflective coating
Junction Box	NEMA IP67 rated; 3 internal bypass diodes
Cable & Connectors	12 AWG (4 mm <sup>2</sup> ) PV Wire with multiple connector options available; cable length 1000 mm

## MECHANICALS

Cells / Module	60 (6 x 10)
Module Dimensions	1660 x 990 mm (65.35 x 38.98 in.)
Module Thickness (Depth)	35 mm (1.37 in.)
Approximate Weight	17.9 +/- 0.25 kg. (39.5 +/- 0.5 lb.)

## TEMPERATURE COEFFICIENTS

Voltage	$\beta$ , Voc (%/°C)	-0.335
Current	$\alpha$ , Isc (%/°C)	+0.047
Power	$\gamma$ , Pmax (%/°C)	-0.420
NOCT Avg	(+/- 2 °C)	46.0

## LIMITS

Max. System Voltage	1000 VDC for IEC, 1000 VDC for UL
Max Series Fuse Rating	15 Amps
Operating Module Temperature	-40°C to +85°C (-40°F to +185°F)
Storm Resistance/Static Load	Tested to IEC 61215 for loads of 5400 Pa (113 psf); hail and wind resistant

Suniva® reserves the right to change the data at any time. View manual at suniva.com.

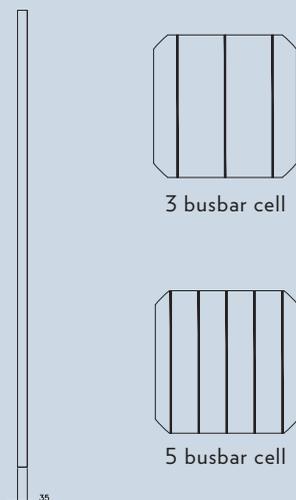
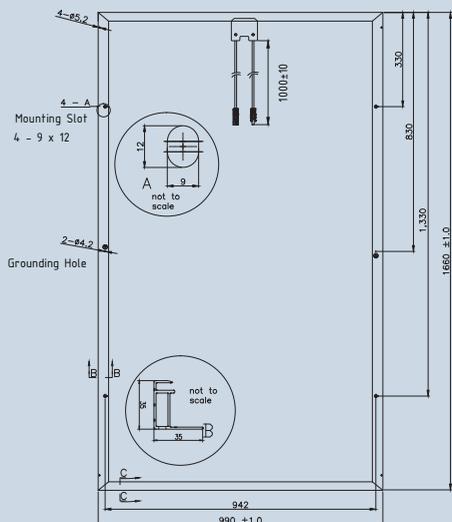
<sup>1</sup>UV 90 kWh, TC 400, DH 2000.

Please read installation manual before installing or working with module.

Product	Modules per pallet	Pallets per 53' truck	Total modules
OPT - 60 cell (silver and black)	25	36	900

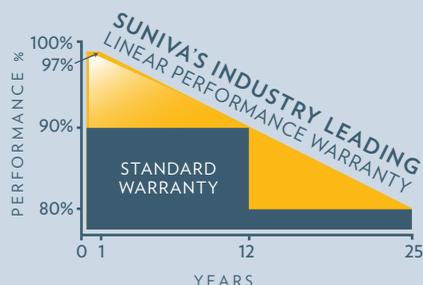
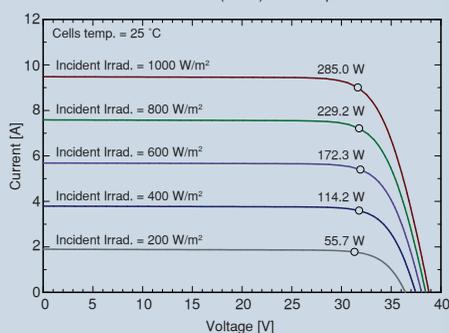
**HEADQUARTERS**  
5765 Peachtree Industrial Blvd.,  
Norcross, Georgia 30092 USA  
Tel: +1 404 477 2700  
[www.suniva.com](http://www.suniva.com)

  
The Brilliance of Solar Made Sensible®



PV module: Suniva, OPT285-60-4-100

Current-Voltage (IV) as a  
Function of Isolation (W/m<sup>2</sup>) and Temperature



 **PLEASE RECYCLE**  
JULY 8, 2015 (REV. 1) [SAMD\_0060]

/ Perfect Welding / Solar Energy / Perfect Charging



SHIFTING THE LIMITS

# FRONIUS SYMO

/ Powering commercial projects that last. The Fronius Symo.



/ PC Board Replacement



/ SnapINverter Mounting System



/ Integrated Data Communication



/ Flexible Design



/ Smart Grid Ready



/ AFCI & NEC 2014 Compliant

/ Featuring ten models ranging from 10 kW to 24 kW, the transformerless Fronius Symo is the ideal compact three-phase inverter for all commercial applications. The high system voltage and wide input range ensure maximum flexibility in system design. With low roof loading, NEMA 4X and 1000 V DC rating, the Fronius Symo can be mounted in many different ways, including flat on a roof or on a pole. The modern design is equipped with the SnapINverter mounting system, allowing for lightweight, secure and convenient installation. Several industry-leading features are available with the Fronius Symo including Wi-Fi®\* and SunSpec Modbus interfaces for seamless monitoring and data-logging, field proven Arc Fault Circuit Interruption (AFCI), NEC 2014 compliant, and Fronius' superb online and mobile monitoring platform Fronius Solar.web.

## TECHNICAL DATA FRONIUS SYMO (10.0-3 208/240, 12.0-3 208/240, 10.0-3 480, 12.5-3 480, 15.0-3 208)

INPUT DATA	SYMO 10.0-3 208/240	SYMO 12.0-3 208/240	SYMO 10.0-3 480	SYMO 12.5-3 480	SYMO 15.0-3 208
Recommended PV power (kWp)	8.0 - 13.0	9.5 - 15.5	8.0 - 13.0	10.0 - 16.0	12.0 - 19.5
Max. usable input current (MPPT1/MPPT 2)	25.0 A / 16.5 A				50.0 A
Max. usable input current total (MPPT 1 + MPPT 2)	41.5 A				50.0 A
Max. array short circuit current (1.5 * Imax) MPPT 1/MPPT 2)	37.5 A / 24.8 A				75.0 A
Integrated DC string fuse holders	NA				6- and 6+
MPP-voltage range	300 - 500 V		300 - 800 V	350 - 800 V	325 - 850 V
Operating voltage range	200 - 600 V		200 - 1000 V		325 - 1000 V
Max. input voltage	600 V		1000 V		
Nominal input voltage	208 V	350 V	350 V	NA	325 V
	240 V	370 V	370 V	NA	NA
	480 V	NA	NA	675 V	685 V
Admissible conductor size DC	AWG 14 - AWG 6 copper direct, AWG 6 aluminum direct, AWG 4 - AWG 2 copper or aluminum with input combiner				
Number of MPPT	2				1

OUTPUT DATA	SYMO 10.0-3 208/240	SYMO 12.0-3 208/240	SYMO 10.0-3 480	SYMO 12.5-3 480	SYMO 15.0-3 208
Max. output power	208 V	9995 VA	11995 VA	NA	15000 VA
	240 V	9995 VA	11995 VA	NA	NA
	480 V	NA	NA	9995 VA	12495 VA
Max. continuous output current	208 V	27.7 A	33.3 A	NA	41.6 A
	240 V	24.0 A	28.9 A	NA	NA
	480 V	NA	NA	12.0 A	15.0 A
Recommended OCPD/AC breaker size	208 V	35 A	45 A	NA	60 A
	240 V	30 A	40 A	NA	NA
	480 V	NA	NA	15 A	20 A
Max. Efficiency	208 V	97.0 %	97.0 %	98.1 %	97.3%
CEC Efficiency	208 V	96.5 %	96.5 %	NA	96.5%
	240 V	96.5 %	96.5 %	NA	NA
	480 V	NA	NA	97.0 %	NA
Admissible conductor size AC	AWG 14 - AWG 6				AWG 6 direct, AWG 2 with input combiner
Grid connection	208 / 240 V	208 / 240 V	480 V Delta +N**		208 V
Frequency	60 Hz				
Total harmonic distortion	< 1.75 %				< 3.5%
Power factor	0 - 1 ind./cap.				

## TECHNICAL DATA (10.0-3 208/240, 12.0-3 208/240, 10.0-3 480, 12.5-3 480, 15.0-3 208)

GENERAL DATA	STANDARD WITH ALL FRONIUS SYMO MODELS
Dimensions (width x height x depth)	20.1 x 28.5 x 8.9 inches
Degree of protection	NEMA 4X
Night time consumption	< 1 W
Inverter topology	Transformerless
Cooling	Variable speed fan
Installation	Indoor and outdoor installation
Ambient operating temperature range	-40°F - + 140 °F (-40 - +60 °C)
Permitted humidity	0 - 100 % (non-condensing)
DC connection terminals	6x DC+ and 6x DC- screw terminals for copper (solid / stranded / fine stranded) or aluminum (solid / stranded)
AC connection terminals	Screw terminals 14-6 AWG
Certificates and compliance with standards (Except Symo 15.0 208 V)	UL 1741-2010, UL1998 (for functions: AFCI and isolation monitoring), IEEE 1547-2003, IEEE 1547.1-2008, ANSI/IEEE C62.41, FCC Part 15 A & B, NEC Article 690, C22. 2 No. 107.1-01 ( September 2001), UL1699B Issue 2 -2013, CSA TIL M-07 Issue 1 -2013
Certificates and compliance with standards (Symo 15.0 208 V)	UL 1741-2015, UL1998 (for functions: AFCI, RCMU and isolation monitoring), IEEE 1547-2003, IEEE 1547.1-2003, ANSI/IEEE C62.41, FCC Part 15 A & B, NEC 2014 Article 690, C22. 2 No. 107.1-01 (September 2001) , UL1699B Issue 2 -2013, CSA TIL M-07 Issue 1 -2013

GENERAL DATA	SYMO 10.0-3 208/240	SYMO 12.0-3 208/240	SYMO 10.0-3 480	SYMO 12.5-3 480	SYMO 15.0-3 208
Weight	91.9 lbs.		76.7 lbs.		78.3 lbs.

PROTECTIVE DEVICES	STANDARD WITH ALL FRONIUS SYMO MODELS
AFCI & 2014 NEC Compliant	Yes
DC disconnect	Yes
DC reverse polarity protection	Yes
Ground Fault Protection with Isolation Monitor Interrupter	Yes

INTERFACES	AVAILABLE WITH ALL FRONIUS SYMO MODELS
USB (A socket)	Datalogging and inverter update possible via USB
2x RS422 (RJ45 socket)	Fronius Solar Net, interface protocol
AVAILABLE WITH THE FRONIUS DATAMANAGER 2.0 CARD ( ONLY ONE CARD REQUIRED FOR UP TO 100 INVERTERS )	
Wi-Fi/Ethernet/Serial/ Datalogger and webservice	Wireless standard 802.11 b/g/n / Fronius Solar.web, SunSpec Modbus TCP, JSON / SunSpec Modbus RTU
6 inputs and 4 digital I/Os	Load management; signaling, multipurpose I/O

\*\*+N for sensing purposes - no current carrying conductor.

## TECHNICAL DATA (15.0-3 480, 17.5-3 480, 20.0-3 480, 22.7-3 480, 24.0-3 480)

INPUT DATA	SYMO 15.0-3 480	SYMO 17.5-3 480	SYMO 20.0-3 480	SYMO 22.7-3 480	SYMO 24.0-3 480
Recommended PV power (kWp)	12.0 - 19.5	14.0 - 23.0	16.0 - 26.0	18.0 - 29.5	19.0 - 31.0
Max. usable input current (MPPT1/MPPT 2)	33.0 A / 25.0 A				
Max. usable input current total (MPPT 1 + MPPT 2)	51 A				
Max. array short circuit current (1.5 * I <sub>max</sub> ) MPPT 1/MPPT 2)	49.5 A / 37.5 A				
Integrated DC string fuse holders	6- and 6+				
MPP-voltage range	350 - 800 V	400 - 800 V	450 - 800 V	500 - 800 V	500 - 800 V
Operating voltage range	200 - 1000 V				
Max. input voltage	1000 V				
Nominal input voltage	208 V	NA	NA	NA	NA
	240 V	NA	NA	NA	NA
	480 V	685 V	695 V	710 V	720 V
Admissible conductor size DC	AWG 14 - AWG 6 copper direct, AWG 6 aluminum direct, AWG 4 - AWG 2 copper or aluminum with input combiner				
Number of MPPT	2				

## TECHNICAL DATA (15.0-3 480, 17.5-3 480, 20.0-3 480, 22.7-3 480, 24.0-3 480)

OUTPUT DATA		SYMO 15.0-3 480	SYMO 17.5-3 480	SYMO 20.0-3 480	SYMO 22.7-3 480	SYMO 24.0-3 480
Max. output power	208 V	NA	NA	NA	NA	NA
	240 V	NA	NA	NA	NA	NA
	480 V	14995 VA	17495 VA	19995 VA	22727 VA	23995 VA
Max. continuous output current	208 V	NA	NA	NA	NA	NA
	240 V	NA	NA	NA	NA	NA
	480 V	18.0 A	21.0 A	24.0 A	27.3 A	28.9 A
Recommended OCPD/AC breaker size	208 V	NA	NA	NA	NA	NA
	240 V	NA	NA	NA	NA	NA
	480 V	25 A	30 A	30 A	35 A	40 A
Max. Efficiency		98.0 %		98.0 %		
CEC Efficiency	208 V	NA	NA	NA	NA	NA
	240 V	NA	NA	NA	NA	NA
	480 V	97.0 %	97.5 %	97.5 %	97.5 %	97.5 %
Admissible conductor size AC				AWG 14 - AWG 6		
Grid connection				480 V Delta +N**		
Frequency				60 Hz		
Total harmonic distortion				< 1.75 %		
Power factor				0 - 1 ind./cap.		

\*\*+N for sensing purposes - no current carrying conductor.

## TECHNICAL DATA (15.0-3 480, 17.5-3 480, 20.0-3 480, 22.7-3 480, 24.0-3 480)

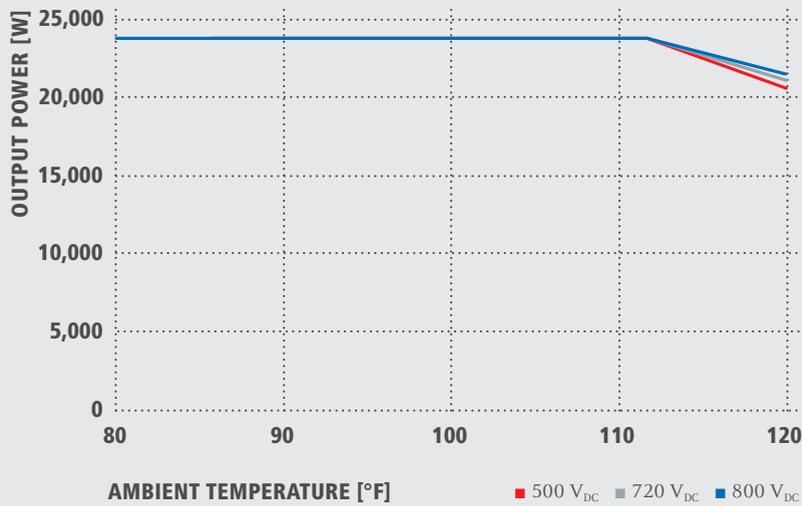
GENERAL DATA	STANDARD WITH ALL FRONIUS SYMO MODELS
Dimensions (width x height x depth)	20.1 x 28.5 x 8.9 inches
Degree of protection	NEMA 4X
Night time consumption	< 1 W
Inverter topology	Transformerless
Cooling	Variable speed fan
Installation	Indoor and outdoor installation
Ambient operating temperature range	-40°F - +140 °F (-40 - +60 °C)
Permitted humidity	0 - 100 % (non-condensing)
DC connection terminals	6x DC+ and 6x DC- screw terminals for copper (solid / stranded / fine stranded) or aluminum (solid / stranded)
AC connection terminals	Screw terminals 14-6 AWG
Certificates and compliance with standards	UL 1741-2010, UL1998 (for functions: AFCI and isolation monitoring), IEEE 1547-2003, IEEE 1547.1-2008, ANSI/IEEE C62.41, FCC Part 15 A & B, NEC Article 690, C22. 2 No. 107.1-01 ( September 2001), UL1699B Issue 2 -2013, CSA TIL M-07 Issue 1 -2013

GENERAL DATA	SYMO 15.0-3 480	SYMO 17.5-3 480	SYMO 20.0-3 480	SYMO 22.7-3 480	SYMO 24.0-3 480
Weight					95.7 lbs.

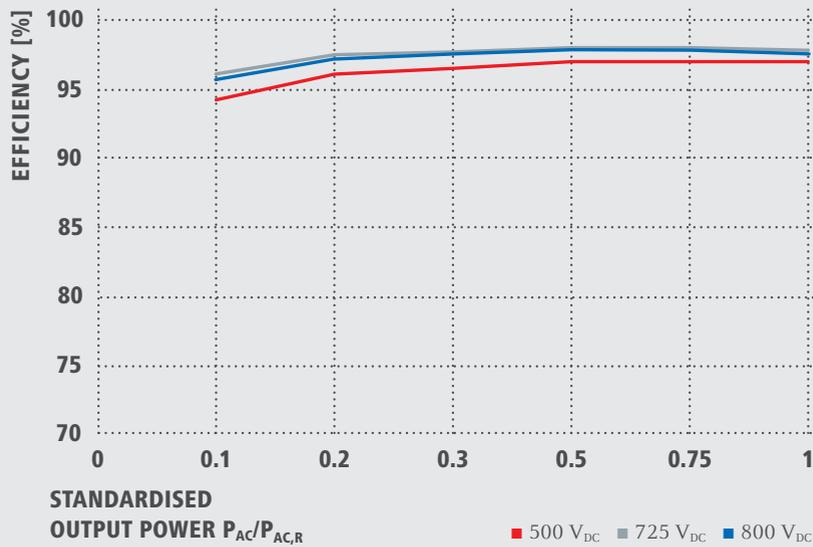
PROTECTIVE DEVICES	STANDARD WITH ALL FRONIUS SYMO MODELS
AFCI & 2014 NEC Compliant	Yes
DC disconnect	Yes
DC reverse polarity protection	Yes
Ground Fault Protection with Isolation Monitor Interrupter	Yes

INTERFACES	AVAILABLE WITH ALL FRONIUS SYMO MODELS
USB (A socket)	Datalogging and inverter update possible via USB
2x RS422 (RJ45 socket)	Fronius Solar Net, interface protocol
AVAILABLE WITH THE FRONIUS DATAMANAGER 2.0 CARD ( ONLY ONE CARD REQUIRED FOR UP TO 100 INVERTERS )	
Wi-Fi/Ethernet/Serial/ Datalogger and webservice	Wireless standard 802.11 b/g/n / Fronius Solar.web, SunSpec Modbus TCP, JSON / SunSpec Modbus RTU
6 inputs and 4 digital I/Os	Load management; signaling, multipurpose I/O

### FRONIUS SYMO 24.0-3 480 TEMPERATURE DERATING CURVE



### FRONIUS SYMO 24.0-3 480 CEC EFFICIENCY CURVE



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## Exhibit B

To the Agreement for Interconnection and Parallel Operation of Small Distributed Generation Resources between the City of Aztec and Aztec Municipal School District dated \_\_\_\_\_, 2016.

### Section A: Authorization

The "CG" System may be connected to the City of Aztec Electric System. The CG System has been inspected and tested and the Customer is authorized to connect the CG System to the City of Aztec electric system.

Signed by: \_\_\_\_\_

Name: Ken George  
Title: Electric Director  
Date:

# Staff Summary Report

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<b>MEETING DATE:</b>	June 28, 2016
<b>AGENDA ITEM:</b>	VIII. BUSINESS ITEM (D)
<b>AGENDA TITLE:</b>	Power Transmission Agreement Between Farmington Electric Utility System And The City Of Aztec

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<b>ACTION REQUESTED BY:</b>	Ken George
<b>ACTION REQUESTED:</b>	Approval
<b>SUMMARY BY:</b>	Ken George

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## PROJECT DESCRIPTION / FACTS

City Staff has been in negotiations with Farmington Electric Utility System (FEUS) over the last 6 months working on a long term transmission agreement for FEUS to wheel power over their lines from Shiprock to Aztec. The current transmission agreement to deliver power from the Shiprock substation, owned and operated by Western Area Power (WAPA) to Aztec over FEUS's transmission system was through Public Service Company of New Mexico (PNM). Under the new purchase power agreement (PPA) with Guzman Energy, Aztec elected to hold the transmission agreement itself rather than having our power supplier negotiate the terms of the agreement.

To date we have not been able to come to terms on a long term agreement. FEUS and I have agreed with consent from City Commission to a 90 day agreement to allow time for more negotiations and hopefully a long term agreement.

City Commission approve a temporary transmission agreement on Monday June 20th. This agreement was for 8 (eight) megawatts of capacity over FEUS's transmission system. On Monday June 20th at 16:41 in the afternoon the Electric system peaked at 8.659 megawatts or 8,658 kilowatts (KW). Under the current agreement this would cost us a penalty of \$6,754.75 for the month. This penalty would not occur once the Solar farm is in operation as the is projected to produce 800 to 900 KW on the longest day of the year. Since the Solar Farm is not in operation and is not expected to be in full operation by July 1st 2016 coupled with the unexpected high temperatures the four corners is seeing, I believe it is in the best interest of the City and our customers to contract for 9 megawatts of capacity though FUES for the term of this contract. (KBG)

## PROCUREMENT / PURCHASING

See attached FEUS proposed transmission agreement.

## FISCAL INPUT / FINANCE DEPARTMENT

**scenario #1 @ 8 meg capacity**

**peak 8,659 KW**

$$8000 * \$2.05 + 659 * \$10.25 = \$23,154.75$$

**scenario #2 @ 9 meg capacity**

**Peak 8,659 KW**

$$9000 * 2.05 = \$18,450.00$$

As one can see, for the next 90 days the City will incur less cost for transmission charges through FEUS if we contract for 9 megawatts of capacity.

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**SUPPORT DOCUMENTS:** MOU and Specifications

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**DEPARTMENT'S RECOMMENDED MOTION:** Move To Approve A 90 Day Transmission Agreement Between Farmington Electric Utility System And The City Of Aztec.

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TEMPORARY  
WHOLESALE TRANSMISSION SERVICE AGREEMENT  
BETWEEN  
FARMINGTON ELECTRIC UTILITY SYSTEM  
AND  
THE CITY OF AZTEC, NEW MEXICO

This Temporary Wholesale Transmission Service Agreement (“Agreement”) between the Farmington Electric Utility System (“FEUS”), which is owned by the City of Farmington, a New Mexico municipal corporation, and the City of Aztec (“Aztec”), a New Mexico municipal corporation, is made and entered into to be effective on July 1, 2016 ("Effective Date") and to terminate on September 30, 2016 (“Termination Date”). When referred to jointly, FEUS and Aztec shall be referred to as the “Parties” and may be referred to individually as a “Party”.

1. RECITALS

WHEREAS, FEUS owns and operates an electric system within the State of New Mexico and is engaged in the generation, transmission, distribution, purchase and the sale of power and energy; and,

WHEREAS, Aztec owns and operates an electric system in San Juan County within the State of New Mexico and is engaged in the distribution of power and energy; and,

WHEREAS, FEUS’s transmission system is interconnected with other utilities, including Aztec’s; and,

WHEREAS, Aztec has entered into a Power Sales Agreement with Guzman Energy LLC (“Guzman”), a Florida limited liability company, with a contract term of seven (7) years, commencing on July 1, 2016 at 12:00:00 a.m. and terminating on June 30, 2023 at 11:59:59 p.m., unless terminated earlier or extended beyond the term in accordance with their Power Sales Agreement; and,

WHEREAS, Aztec is a party to Contract No. 87-SLC0015 with the United States Department of the Interior (“WAPA Agreement”) for Firm Electric Service, dated March 13, 1969; and,

WHEREAS, Aztec has requested and FEUS has agreed, to deliver firm capacity and energy to Aztec at the City of Aztec Substation (“COA Lightplant Substation”) located at 402 South Light Plant Road, Aztec, New Mexico from deliveries of power and energy made by Guzman to FEUS at the Shiprock 115 kV Switching Station, the San Juan Substation (“Hogback Substation”), or at Other Points of Interconnection to the FEUS Transmission System; and,

NOW THEREFORE, in consideration of the promises, mutual covenants and agreements hereafter set forth, the Parties agree as follows:

2. TERM

This Agreement shall become effective on July 1, 2016 and shall remain in full force and effect until September 30, 2016 unless replaced by another Agreement between the Parties during that period of time.

### 3. DEFINITIONS

- a. Ancillary Services consists of the following services: load following, energy imbalance, reactive power and voltage control, reserves and scheduling services.
- b. Aztec's Substation ("COA Lightplant Substation") means the point of interconnection where FEUS will deliver and Aztec will receive firm power and energy.
- c. Balancing Authority as defined by NERC means Western Area Power Administration ("WAPA"), the functional entity that integrates resource plans ahead of time, maintains load-interchange generation balance within a Balancing Authority Area and supports interconnection frequency in real time.
- d. Contract Capacity means the quantity of Firm Transmission Service identified in Exhibit A, which may be revised as herein provided.
- e. Effective Date has the meaning ascribed in the opening paragraph.
- f. Firm Transmission Service means reserved capacity on FEUS's transmission system available on demand and not subject to interruptions except as expressly set forth in Section 5. Firm Transmission Service is the highest quality (priority) of transmission service offered to customers.
- g. Force Majeure means such uncontrollable forces that render a Party wholly or partially unable to perform any of the obligations under this Agreement. Uncontrollable forces includes, but is not limited to, acts of God, fire, flood, storms, wars, hostilities, civil strife, strikes and other labor disturbances, earthquakes, lightning, epidemics, sabotage, blockades, insurrections, riots, washouts, landslides, mudslides, extreme cold or freezing weather, explosions, breakage, freezing of or accident to equipment, line or pipe, court order, or other delay or failure in performance as a result of action or inaction by any administrative or regulatory body or other public authority.
- h. Other Points of Interconnection means other points on FEUS's transmission system where Guzman and/or WAPA can deliver and FEUS can receive power and energy and Ancillary Services to be wheeled to the COA Lightplant Substation without jeopardizing the delivery of electricity to either Party's customers.
- i. San Juan 115 kV Substation ("Hogback Substation") means the point of interconnection where WAPA has firm rights and will deliver and FEUS, having firm rights, will receive the firm power and energy.
- j. Transformer Losses means those losses incurred in transforming capacity and energy from one voltage to another voltage expressed as a percentage.
- k. Transmission Losses means those losses incurred in transmitting power and energy from one point on the transmission system to another point on the transmission system expressed as a percentage.
- l. Western Area Power Administration means the current Balancing Authority providing Ancillary Services for FEUS and for Aztec.
- m. Wholesale Transmission Service Tariff means FEUS's current "Farmington Electric Utility System First Revised Rate No. 11 cancelling Original Rate No. 11 Wholesale Transmission Service" ("Rate No. 11") attached as Exhibit B which can be revised from time to time by Farmington.

### 4. FACILITIES

- a. FEUS shall own, operate and maintain certain transmission facilities connecting to the Hogback 115 kV Substation and connecting to the COA Lightplant Substation.
- b. Aztec owns, operates and maintains the COA Lightplant Substation delivery point at which deliveries will be made from FEUS to Aztec.

- c. FEUS has made application and obtained the required permitting from WAPA (Meter Application Agreement No. 15-RMR-2708) effective as of October 26, 2015.
- d. FEUS will install at its expense the WAPA owned SEL-735 meter at COA Lightplant Substation, which will adhere to and meet WAPA standards and requirements, in accordance with the WAPA Metering Point Relocation MOU between FEUS and Aztec. This WAPA meter will be used to meter the existing 69kV transmission line and, if necessary, a future 69 kV transmission line to be built by Aztec.
- e. FEUS will install, retain ownership, maintain, replace and have financial responsibility of the instrument transformers (CTs and PTs) and associated equipment.
- f. WAPA will be responsible for maintenance and repair necessary for proper and intended operation of the meter.
- g. If additional construction is required to render the WAPA meter a revenue meter in place of a delivery point meter, FEUS is not financially obligated to accommodate such construction.

#### 5. FIRM TRANSMISSION SERVICE

- a. Firm Transmission Service is reserved capacity on FEUS's transmission system available on demand and not subject to interruptions except as expressly set forth in this Section 5.
- b. Commencing on the Effective Date, FEUS will accept up to Contract Capacity from Aztec at the Hogback 115 kV Substation or Other Interconnection Point to the FEUS transmission system and will simultaneously deliver such amounts of power and energy, minus applicable Transmission Losses and Transformer Losses pursuant to Sections 6 and 7, respectively, to the COA Lightplant Substation.
- c. FEUS shall supply continuous Firm Transmission Service, but does not warrant or guarantee that such transmission service shall be free from interruption or reductions for the following reasons:
  - i. Interruptions or reductions due to Force Majeure events pursuant to Section 18 herein;
  - ii. Interruptions or reductions due to action reasonably instituted by automatic or manual controls for the purpose of maintaining overall reliability and continuity of FEUS's transmission system or generation facilities;
  - iii. Interruptions or reductions due to system frequency, voltage, or harmonics outside normal operating limits which could compromise the integrity or stability of the electric system; or unstable operation of Aztec's system which jeopardizes FEUS's operation of its system or any part thereof;
  - iv. Interruptions or reductions which, in the reasonable opinion of FEUS are necessary for the purpose of maintenance, repair, replacement or installation of equipment. FEUS shall use best efforts to coordinate maintenance schedules with Aztec;
  - v. Interruptions or reductions that are necessary, in the reasonable opinion of FEUS, for the purpose of protecting the integrity and reliability of FEUS or its interconnected transmission system;
  - vi. Except as provided in Section 17 herein, FEUS shall not be liable to Aztec for any damages, including lost profits, resulting from any of the above interruptions or reductions. FEUS shall provide Aztec reasonable advance notice of any scheduled activities or conditions that will result in interruptions or reductions of transmission service. FEUS shall use reasonable efforts to expeditiously remove all causes of interruptions or reductions of Firm Transmission Service which are under its control.

- d. In the event of an interruption or reduction occurrence as described in Section 5.c above, Aztec shall be treated the same as FEUS's other customers with Firm Transmission Service.
- e. In the event of an interruption or reduction occurrence as described in Section 5.c above, Aztec agrees that it will curtail its schedules through FEUS and will comply with the Balancing Authority requirements.
- f. The Firm Transmission Service provided pursuant to this Agreement is applicable only for transmission to wholesale customers or generators.
- g. If Aztec requests transmission of capacity and energy in excess of the Contract Capacity, studies will be conducted by FEUS to ensure such additional power and energy can be delivered without jeopardy to FEUS's customers. Should such studies determine that the delivery of additional power and energy can be accomplished without any jeopardy, FEUS will deliver the increased capacity and energy from the Shiprock 115 kV Switching Station, the Hogback Substation, or at Other Points of Interconnection to the FEUS Transmission System to the COA Lightplant Substation when, as, and if the transmission capacity is available at the then existing Wholesale Transmission Service Tariff. The increased Contract Capacity will supersede the then existing Contract Capacity until superseded by another request at a later date, and will be documented by an amendment to this Agreement. Such requests will not be made more than one time per calendar year and will be made at least six months prior to the effective date of the desired revised Contract Capacity. If Aztec requests transmission of capacity and energy that is less than the current Contract Capacity, then Aztec will provide notice to FEUS by December 31<sup>st</sup> the new Contract Capacity, and the new Contract Capacity will become effective the following July 1<sup>st</sup>.
- h. In the event that during any calendar month the actual metered capacity exceeds the Contract Capacity less applicable Transmission Losses, the calculated kilowatt value will be rounded up to the nearest whole number and be invoiced pursuant to Section 12.d.

#### 6. TRANSMISSION LOSS PROVISIONS

- a. Aztec shall pay FEUS for Transmission Losses in accordance with the prevailing Wholesale Transmission Service Tariff established Transmission Loss percentage, presently two percent (2%) of scheduled deliveries. Such losses may change from time to time as the Wholesale Transmission Service Tariff is modified.
- b. Since Aztec cannot deliver capacity and energy to replace losses to FEUS at the Shiprock 115 kV Switching Station, the Hogback Substation, or at Other Points of Interconnection concurrently with the scheduled delivery of power and energy to be transmitted to Aztec, Aztec will pay FEUS for such energy losses at two percent (2%) of the delivered energy measured at COA Lightplant Substation at the energy charge shown in FEUS's Bulk Power Service Tariff in effect at the time losses are incurred.

#### 7. TRANSFORMER LOSS PROVISIONS

Aztec shall pay FEUS at the energy charge shown in FEUS's Bulk Power Service Tariff in effect at the time losses are incurred for any Transformer Losses for conversion from 115 kV to 69 kV for delivery to COA Lightplant Substation. Transformer Losses are established at four tenths of one percent (0.4%) of the delivered energy measured at COA Lightplant Substation for this Agreement and may be modified from time to time by FEUS as required.

#### 8. SCHEDULING PROVISIONS

- a. The Parties recognize the obligations of the Balancing Authorities to perform certain energy accounting functions, to monitor transmission line loading and to take appropriate action in

emergency situations in accordance with prudent utility practice. The Parties also recognize that in order for FEUS's Balancing Authority to carry out these functions and obligations, FEUS's Balancing Authority must know at all times the amounts of energy scheduled on its transmission system. Aztec shall provide the Balancing Authority hourly information indicating the amount of power and energy to be scheduled into FEUS. During emergencies, the Parties will comply with requests for additional information to facilitate Balancing Authority Area operations.

- b. Aztec shall provide or cause to be provided to FEUS's Balancing Authority, a pre-schedule of transactions for each hour of the following day; or, if the next day is not a work day observed by the Balancing Authority, of the next work day and all intervening days.
- c. Such pre-schedules may thereafter be changed as agreed upon by the Balancing Authority.
- d. All schedules will be tagged by Guzman in accordance to NERC and WECC standards.

#### 9. ACCOUNTING FOR POWER AND ENERGY DELIVERIES

- a. The accounting for Transmission Losses and Transformer Losses delivered to FEUS by Guzman at the Shiprock 115 kV Switching Station, the Hogback Substation, or at Other Points of Interconnection will be in accordance with the operating procedure to be developed between the Parties.
- b. Should another Point of Interconnection be used for Aztec's load into FEUS's transmission system and a cost is incurred by FEUS for Aztec's load, Aztec shall reimburse FEUS fully for all such costs and any other related costs.
- c. FEUS is not providing any Ancillary Service nor monthly accounting services except for applicable Transmission and Transformer Loss calculations for Aztec's Customer Load.

#### 10. METERING

- a. WAPA
  - i. WAPA shall own, operate, maintain and repair its meter at COA Lightplant Substation.
  - ii. WAPA qualified personnel will have access to the Aztec metering point located in the COA Lightplant Substation for the purpose of obtaining electrical demand and energy information on a "read only" basis.
  - iii. Should a revenue meter be required in place of the WAPA delivery meter into the COA Lightplant Substation for metering the 69 kV transmission line and/or any future transmission lines built by Aztec to the COA Lightplant Substation, FEUS is not obligated to accommodate such construction.
- a. FEUS
  - i. FEUS will install, own, maintain, replace and have financial responsibility for the instrument transformers (CTs and PTs) and associated equipment.
  - ii. FEUS qualified personnel will have access to the Aztec metering point located in the COA Lightplant Substation for the purpose of obtaining electrical demand and energy information on a "read only" basis.
  - iii. FEUS agrees to become familiar with, abide by and meet WAPA's rules and regulations to include those outlined in the WAPA meter policy.
  - iv. FEUS agrees to immediately notify Aztec of any event, action or occurrence which will require notice to WAPA or requiring WAPA's guidance in meeting guidelines, or otherwise would have an impact on Aztec's ordinary course of business.

- b. Aztec
  - i. Aztec qualified personnel will have access to the Aztec metering point located in the COA Lightplant Substation for the purpose of obtaining electrical demand and energy information on a "read only" basis.
  - ii. Aztec agrees to become familiar with, abide by and meet WAPA's rules and regulations to include those outlined in the WAPA meter policy.
  - iii. Aztec agrees to immediately notify FEUS of any event, action or occurrence which will require notice to WAPA or requiring WAPA's guidance in meeting guidelines, or otherwise would have an impact on FEUS's ordinary course of business.
- c. The meter(s) shall be sealed and the seals shall be broken only upon occasions when the meters are to be inspected, tested or adjusted by the authorized representative of each Party. The purchasing entity (Aztec) shall be afforded reasonable opportunity to be present upon such occasions.
- d. Metering equipment shall be inspected or tested at least once each year by WAPA and Aztec and at any other reasonable time upon request by any Party, with notification to FEUS so that FEUS personnel can be on site to witness all meter inspections and tests. Any metering equipment found to be defective or inaccurate shall be repaired and readjusted or replaced. Should any meter fail to register the power and energy delivered during a period, such deliveries shall, for billing and payment purposes be estimated for such period by the operating representatives using the best information available.
- e. If any of the inspections or tests provided for herein discloses an error exceeding two percent (2%), a correction based upon the inaccuracy shall be made in the records of electric service furnished for the ninety (90) days previous to such test. Any correction in billing resulting from such correction in the meter records shall be made in the next monthly bill rendered, and such correction and related payment adjustment, when made, shall constitute full and final adjustment of any claim between the Parties hereto arising out of such inaccuracy of metering equipment.
- f. FEUS shall have the ability to remotely read the primary meter located at the COA Lightplant Substation on or about the first working day of each month. Kilowatt and kilowatt hour readings will be utilized to compute actual capacity and energy delivered and Transmission and Transformer Losses incurred for each calendar month.

#### 11. REACTIVE POWER FLOWS

- a. FEUS and Aztec shall each provide the reactive power requirement for their respective system and loads and there shall be no transfer or flow of reactive kilovolt-amperes except when transfers of reactive kilovolt-amperes may be mutually advantageous and agreed upon from time to time by the operating representatives, or as required by FEUS's system operator to support transmission line loading. Aztec shall provide such support as necessary, including adjustment of real power generation by their Balancing Authority, WAPA, or by installation of appropriate reactive power devices to accommodate reactive power requirements.
- b. Reactive power flow from FEUS to the Aztec Customer Load shall be minimized at all times. Should excessive reactive power flow from FEUS to Aztec's Customer Load occur, Aztec will be responsible for the installation of equipment to ensure such flows are prevented.
- c. If such reactive power flow is not corrected within ninety (90) days to a minimum of ninety-eight percent (.98) power factor from the written notice being given by FEUS to Aztec or such additional time as warranted by circumstances, FEUS shall make the system improvements required to rectify the problem and Aztec shall pay for the cost of such improvements.

## 12. PAYMENT

- a. The rate for the Firm Transmission Service and the Transmission Loss percentage shall be as shown in the FEUS Wholesale Transmission Service Tariff attached as Exhibit B , which is subject to change; provided that the rate and loss factor can be reviewed by FEUS to reflect actual changes affecting transmission costs, including but not limited to actual changes in investment, operation and maintenance costs, replacement costs, insurance, ad valorem taxes, system capacity and usage.
- b. The Transmission energy and Transformation energy losses shall be at the energy charge shown in the FEUS Bulk Power Service Tariff attached as Exhibit C, which is subject to change.
- c. FEUS and Aztec operating representatives will attempt to resolve disputes related to billing. Should they be unable to do so, the Parties agree to discuss the dispute with FEUS's management who will attempt to resolve the problem in an expeditious manner.
- d. In the event that during any calendar month, the actual metered capacity exceeds the Contract Capacity, Aztec agrees to pay a penalty for that month equal to five (5) times the Wholesale Transmission Service Tariff rate times the Contract Capacity metered during that calendar month in excess of the Contract Capacity.

## 13. UPGRADES AND FACILITIES EXPANSION

The determination of a fair and reasonable allocation of transmission facilities expansion costs, if any, to Aztec as a firm transmission user shall be negotiated in good faith between the Parties using as a guideline the regulations, policies, decisions and opinions of the FERC. As soon as FEUS identifies a need for a capital improvement for its transmission facilities as part of its five year plan or at such time that the need is identified in FEUS's annual budget, FEUS shall give written notice of such planned expansion or upgrade of its transmission system. Such negotiations shall be concluded within one year of FEUS's notification to Aztec unless extended by mutual agreement. If the negotiations are not successfully completed within one (1) year or any extension thereof, Aztec may either: 1) seek a determination of a fair and reasonable allocation of transmission facilities costs, if any, from an independent engineering consultant qualified in such matters and agreed upon by the Parties; or 2) elect to terminate this Agreement upon ninety (90) days written notice without penalty or other liability other than paying for services rendered prior to the termination of the Agreement. If Aztec elects to seek a determination of a fair and reasonable allocation, FEUS will not proceed with construction of the planned expansion or upgrade until Aztec and FEUS agree to the allocation determined by the engineering consultant.

## 14. OPERATING REPRESENTATIVES

- a. Each Party shall notify the other Party within thirty (30) days after execution of this Agreement of its designated operating representatives.
- b. Each Party shall appoint two (2) operating representatives.
- c. Such designation may be changed from time to time by any Party by written notice to the other Party within thirty (30) days of the change.
- d. The operating representatives will be responsible for the accounting of power and energy transmitted by FEUS and received by Aztec and will also perform such other duties necessary to implement the terms and conditions of this Agreement.
- e. The operating representatives are not authorized to change any of the provisions of this Agreement.

- f. FEUS shall provide notice of Wholesale Transmission Service Tariff and Bulk Power Service Tariff revisions to the Aztec operating representatives at least sixty (60) days prior to the effective date of said revisions.

#### 15. INVOICES AND PAYMENTS

- a. FEUS will invoice Aztec monthly for Firm Transmission Service and applicable losses associated with the receipt and delivery of capacity and energy for the benefit of Aztec's Customer Load.
- b. FEUS will submit the invoice to Aztec on or before the 10th day of each month for services rendered during the preceding month. Payments will be due and payable by Aztec thirty (30) days after the bill is received by Aztec. If Aztec fails to pay such invoice within said thirty (30) day period, FEUS may discontinue delivery of capacity and energy hereunder upon thirty (30) days written notice to Aztec; provided however, that Aztec may avoid having service discontinued by payment of the amount duly owed and specified in such notice by FEUS within said thirty (30) day notice period. Any unpaid past due amount shall accrue interest at the rate of 1 ¼% per month until paid.
- c. In the event of a disputed invoice, payment of the amount billed shall be made within the thirty (30) day period. Within six (6) months of the invoice due date, Aztec shall give notice of payments made and designated as disputed and shall provide a written description of the reasons therefore. FEUS shall advise Aztec of FEUS's response within thirty (30) days of the receipt of such notice. Any refunds resulting from the settlement of such disputed amounts shall include interest at the rate of 1 ¼ % per month during the period of such dispute. If a Party fails to notify the other Party of a dispute to an invoice within the six (6) months of the invoice due date, the invoice and payment shall be deemed to be correct and neither of the Parties shall be entitled to make any claim against the other Party.

#### 16. ADMINISTRATION

- a. The administration of this Agreement shall be conducted by the operating representatives designated in Section 14 or their designees.
- b. As it pertains to equipment owned and operated by either Party, either Party assumes full responsibility for the adoption of necessary operating measures, safety procedures and the installation of such automatic protective equipment as may be required to prevent damage to the facilities or prevent accidental harm to personnel engaged in the construction, operation, maintenance, inspection, testing or removal of equipment pursuant to this Agreement and to others who may come in proximity thereto.

#### 17. LIMITED IMDEMNIFICATION

Each Party agrees to hold harmless and indemnify the other Party, its agents and employees, from such other Party's cost of defending any claim, allegation or suit, including attorney's fees, brought by any third party to the extent that the claim, allegation or suit arises from the negligent act of the indemnifying Party, or its agents or employees performed pursuant to this Agreement.

#### 18. FORCE MAJEURE

- a. Neither Aztec nor FEUS shall be liable for any failure to perform the obligations under this Agreement when such failure to perform is due to Force Majeure. Under the conditions of Force Majeure, the non-performing Party shall be excused from performance provided that:
  - i. Within one (1) week after the occurrence of the Force Majeure event, the non-performing Party shall give the other Party written notice describing the occurrence;

- ii. The suspension of performance shall be of no greater scope and of no longer duration than is commercially reasonable as a result of the Force Majeure event; and
  - iii. The non-performing Party uses commercially reasonable efforts to remedy its inability to perform.
- b. No obligations of either Party which arose before the Force Majeure causing the suspension of performance shall be excused as a result of the Force Majeure.
- c. Neither Party shall be required to settle any strike, walkout, lockout or other labor dispute on terms which, in the sole judgment of the Party involved in the dispute, are contrary to the Party's best interest.
- d. In the event the non-performing Party, after using its commercially reasonable efforts, is unable to remedy its inability to perform due to the Force Majeure event, either Party may terminate this Agreement by providing fifteen (15) days written notice except for any payment due for prior service provided or required pursuant to Section 26.
- e. Such causes of contingencies affecting the performance under the Agreement by either Aztec or FEUS shall not relieve it of liability in the event of its negligence or in the event of its failure to use reasonable efforts to remedy the situation and to remove the cause in an adequate manner and with all reasonable dispatch, nor shall such causes or contingencies affecting such performance relieve either Party from its obligation to make payments of amounts then due in respect of power and energy delivered.

#### 19. WAIVERS

Any waiver by a Party of its rights with respect to a default or with respect to any other matter arising in connection with this Agreement shall not be deemed to be a waiver with respect to any subsequent default or matter. No delay, short of the statutory period of limitations, in asserting or enforcing any right hereunder shall be deemed a waiver of such right. Any waiver at any time by either Party of its rights under this Agreement must be made in writing.

#### 20. REMEDIES

Except as otherwise set forth in this Agreement, each Party, upon the other Party's failure to perform in accordance with the provisions of this Agreement, shall have the right to exercise any right or remedy that Party may have at law or in equity, injunctive relief and specific performance. Neither Party shall be liable under any theory of law for any indirect, consequential, incidental, punitive or exemplary damages.

#### 21. AMENDMENTS

Unless otherwise specified herein, all modifications to this Agreement shall require written amendments executed by both Parties.

#### 22. PREVIOUS COMMUNICATIONS

This Agreement contains the entire agreement and understanding between the Parties thereby merging and superseding all prior agreements and representations by the Parties.

#### 23. SUCCESSORS AND ASSIGNS

Neither Party shall assign its rights or duties hereunder without the prior written approval of the other Party, which approval shall not unreasonably be withheld. This Agreement shall apply and shall be binding upon the successors and assigns of each of the Parties.

24. GOVERNING LAW

This Agreement shall be interpreted under the laws of the State of New Mexico.

25. SEVERABILITY

It is not the intention of the Parties to violate any laws governing the subject matter of this Agreement. If any of the terms of the Agreement are finally held or determined to be invalid, illegal or void as being contrary to any applicable law or public policy, all other terms of the Agreement shall remain in effect. If any terms are finally held or determined to be invalid, illegal or void, the parties shall enter into negotiations concerning the terms affected by such decisions for the purpose of achieving conformity with the requirements of any applicable law and the intent of the Parties to this Agreement.

26. DEFAULT AND CURE

Except as otherwise provided herein, in the event either Party fails to perform any obligation under this Agreement, the non-defaulting Party shall notify the other in writing, specifying the manner in which such default occurred. If the defaulting Party shall fail to cure such default within sixty (60) days after service of such notice, then, and only then, may the non-defaulting Party pursue its legal or equitable remedies.

27. NOTICES

Any formal notice provided for in this Agreement shall be delivered in person, sent by electronic mail, sent by U.S. mail or nationally recognized delivery service with a signature required upon receipt for either method, or faxed so long as sender calls the recipient to confirm receipt. Receipt of the notice shall be deemed as of the date on which the delivery is signed or fax receipt confirmed. Notices shall be sent to:

If to Aztec:                Electric Director  
                                  City of Aztec  
                                  Electric Operations Center  
                                  402 S. Light Plant Rd  
                                  Aztec, NM 87410  
                                  Phone: 505.334.7667  
                                  Fax:   505.334.7684  
                                  Email: kgeorge@aztecnm.gov

If to FEUS:                Electric Utility Director  
                                  Farmington Electric Utility System  
                                  101 North Browning Parkway  
                                  Farmington, NM 87401  
                                  Phone: 505.599.1165  
                                  Fax:   505.599.8323  
                                  Email: rromero@fmtn.org

28. OPERATING PROCEDURES

The Parties will develop written operating procedures as needed for the implementation of this Agreement such as communications for interruptions, emergencies, loss reimbursement and any other matter agreed to by the Parties. Such operating procedures will be signed and dated by the operating representatives of the Parties.

29. CITY OBLIGATIONS LIMITED

Obligations by FEUS under this Agreement are obligations of the City of Farmington Electric Utility Enterprise Fund. Obligations of FEUS shall never constitute an obligation or indebtedness of the City of Farmington within the meaning of Article IX, Sections 12 or 13 of the Constitution of the State of New Mexico and shall never constitute a charge against the general credit or taxing power of the City of Farmington.

Likewise, obligations by Aztec under this Agreement are obligations of the City of Aztec Joint Utility Enterprise Fund. Obligations of Aztec shall never constitute an obligation or indebtedness of the City of Aztec within the meaning of Article IX, Sections 12 or 13 of the Constitution of the State of New Mexico and shall never constitute a charge against the general credit or taxing power of the City of Aztec.

IN WITNESS WHEREOF, the Parties hereto have executed and entered into this Agreement on the date first above written.

The City of Aztec

Farmington Electric Utility System

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By: Ken George  
Electric Director

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By: Rodney Romero  
Acting Electric Utility Director

**EXHIBIT A**  
**CONTRACT CAPACITY**

Aztec Contract Capacity = 9 MW

Effective Date: July 1, 2016

## **EXHIBIT B**

### **FARMINGTON ELECTRIC UTILITY SYSTEM FIRST REVISED RATE NO. 11 CANCELLING ORIGINAL RATE NO. 11**

#### **WHOLESALE TRANSMISSION SERVICE**

##### **APPLICABILITY:**

Applicable to the wholesale transportation of electrical power and energy over the 69,000 and 115,000 voltage transmission networks of the Farmington Electric Utility System (FEUS); for deliveries between interconnection points with other electric utility transmission systems; or from an independent or qualifying facility to an interconnection point with other electric utility systems. Not applicable to any retail customer services.

##### **AVAILABILITY:**

The amount of wheeling capacity available is limited to the transfer capability of the FEUS transmission system minus the capacity required for firm load customers. Any incremental addition required as a result of wheeling requirements will be paid by the wheeling customer requesting the capacity.

##### **RESERVED CAPACITY CHARGE:**

The annual cost of \$24.60 per kW of reserved capacity shall be billed each month of the contract year at \$2.05 per month per kW of annual reserved capacity.

##### **LOSSES:**

Average transmission energy losses of 2% shall be deducted monthly from kW deliveries to the FEUS transmission system.

##### **INTERCONNECTION AGREEMENT:**

An agreement will be required prior to providing service under this rate. The agreement shall include requirements for annual reserve demand requests, interconnection standards, required telemetry, inadvertent interchange responsibility, emergency disconnection, and term provisions. A separate interconnection agreement will be required for each customer.

##### **SPECIAL TAX AND ASSESSMENT ADJUSTMENT:**

Billings under this schedule may be increased by an amount equal to the sum of the taxes payable under the Gross Receipts and Compensating Tax Act and of all other taxes, fees, or charges (exclusive of payments made in lieu of ad valorem taxes) payable by the Utility and levied or assessed by any governmental

authority on the public utility service rendered, or on the right or privilege of rendering the service, or on any event incidental to the rendition of the service.

TERMS OF PAYMENT:

Bills are due and payable within fourteen (14) days of the billing date, are past due fifteen (15) days after bill is rendered, are delinquent twenty-five (25) days after the billing date, and service may be terminated for non-payment approximately thirty (30) days from the original due date of the bill subject to a first delinquent notice provided fourteen (14) days prior to disconnection of utility service and a last notice of termination mailed five (5) business days prior to termination of service. If there is a returned check from the customer or the customer is on a payment plan, the notice is hand delivered to the customer at least two (2) days prior to service termination.

Resolution Number: 2013-1492  
Approved: October 8, 2013  
Effective Date: November 1, 2013

**EXHIBIT C**

**FARMINGTON ELECTRIC UTILITY SYSTEM  
SECOND REVISED RATE NO. 9  
CANCELLING FIRST REVISED RATE NO. 9**

**BULK POWER SERVICE**

**APPLICABILITY:**

Applicable to electric service having a demand of at least 4,000 kW and receiving electrical service at 69,000 volts or higher. Service shall be supplied through one point of delivery and measured through one meter. Not applicable for standby, supplemental, or resale service.

**TERRITORY:**

All territories served by the Farmington Electric Utility System in San Juan County and Rio Arriba County.

**MONTHLY RATE:**

Customer Charge.....\$55.00 plus  
Demand Charge.....\$ 8.25 per kW of Billing Demand  
Energy Charge.....\$ 0.04300 per kWh

**POWER FACTOR ADJUSTMENT:**

The charges shall be increased by \$0.50 for each kilovar of reactive demand in excess of 0.33 times the kilowatt demand measured during the billing period. Demands in kilovars and kilowatts shall be determined to the nearest unit.

**DETERMINATION OF BILLING DEMAND:**

The Billing Demand shall be the higher of (a) the highest 15-minute integrated or thermal kilowatt demand measured during the billing period, or (b) 75% of the kilowatt demand measured during the preceding 11 months, (c) the amount specified in an Agreement for Service or (d) 4,000 kilowatts.

Off-Peak Service – For customers who pay all costs associated with installation of metering equipment specified by the System, the measured demand during the hours of 10:00 p.m. to 8:00 a.m., Monday through Friday, all day Saturday, Sunday, and the following holidays – New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas, shall be multiplied by a factor of 0.5 for billing purposes. Off-peak service to all customers shall be limited to 10,000 kilowatts.

Where highly fluctuating or intermittent loads which are impractical to determine properly (such as welding machines, electric furnaces, hoists, elevators, X-rays, and the like) are in operation by the customer, the System reserves the right to determine the demand in (a) above, by increasing the 15-minute measured maximum demand by an amount equal to 65% of the nameplate rated KVA capacity of the fluctuating equipment in operation by the customer.

**MONTHLY MINIMUM:**

The monthly minimum charged under this Schedule shall never be less than the Customer Charge plus the Billing Demand charge plus the tax adjustment.

**POWER COST ADJUSTMENT:**

The above rates include a base power supply cost and cost of service index of \$0.035 per kWh sold. The above rates shall be increased or decreased by \$0.0000001 per kWh for each \$0.0000001 by which the power supply cost and cost of service index varies from \$0.035 per kWh.

**SPECIAL TAX AND ASSESSMENT ADJUSTMENT:**

Billings under this Schedule may be increased by an amount equal to the sum of the taxes payable under the Gross Receipts and Compensating Tax Act and of all other taxes, fees, or charges (exclusive of payments made in lieu of ad valorem taxes) payable by the Utility and levied or assessed by any governmental authority on the public utility service rendered, or on the right or privilege of rendering the service, or on any event incidental to the rendition of the service.

**TERMS OF PAYMENT:**

Bills are due and payable within fourteen (14) days of the billing date, are past due fifteen (15) days after bill is rendered, are delinquent twenty-five (25) days after the billing date, and service may be terminated for non-payment approximately thirty (30) days from the original due date of the bill subject to a first delinquent notice provided fourteen (14) days prior to disconnection of utility service and a last notice of termination mailed five (5) business days prior to termination of service. If there is a returned check from the customer or the customer is on a payment plan, the notice is hand delivered to the customer at least two (2) days prior to service termination.

**TERMS AND CONDITIONS:**

- A. Service under this Schedule is subject to the Rules and Regulations of the Farmington Electric Utility System.
- B. Service under this Schedule requires an Agreement for Service as determined by the Farmington Electric Utility System.
- C. Service available under this Schedule shall be three-phase, 60 hertz at 69,000 or 115,000 volts, subject to availability at the premises.

Resolution Number: 2013-1492  
Approved: October 8, 2013  
Effective Date: November 1, 2013

# Staff Summary Report

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**MEETING DATE:** June 28, 2016  
**AGENDA ITEM:** XI. BUSINESS ITEM (E)  
**AGENDA TITLE:** Customer Generation " CG" agreement between James and Barbara Good 712 N Light Plant Road

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**ACTION REQUESTED BY:** Ken George  
**ACTION REQUESTED:** Approval  
**SUMMARY BY:** Ken George

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## PROJECT DESCRIPTION / FACTS

James and Barbara Good would like to add a solar voltaic generation system to their residence. The agreement is based on the solar agreement the City has in place with Hydro-pure. Major changes are in the billing section. The City will no longer allow annual banking of excess kilowatt hours but rather true up each month giving a credit or payment for excess power delivered to the City at a rate of \$0.04 (four cents) / KWH.

Contract term is for 7 ( seven) years to coincide with the City's current purchase power contract with ability to extend for three, seven year terms giving the agreement the same term in life as the expected life of the project of 28 years.

I anticipate with the Cost of Service and rate study, this agreement and other similar "CG" agreements will move into a Commission established rate eliminating the need for City Commission signed agreements for customer generation. (KBG)

## PROCUREMENT / PURCHASING (if applicable)

See "CG Agreement Exhibit "A"

## FISCAL INPUT / FINANCE DEPARTMENT (if applicable)

None

**SUPPORT DOCUMENTS:** See "CG" Agreement

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**DEPARTMENT'S RECOMMENDED MOTION:** Move to Approve "Interconnection and Parallel Operation of Customer Generation" agreement between the City of Aztec and James and Barbara Good

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**CITY OF AZTEC AGREEMENT FOR INTERCONNECTION AND PARALLEL  
OPERATION OF CUSTOMER GENERATION SYSTEM AND NET ENERGY  
METERING**

Name: James and Barbara Good  
Address: 712 N Light Plant Rd Aztec NM 87410  
Phone Number: 505-860-8266  
Utility Account #: 51891

**SYSTEM INSTALLER INFORMATION**

Name: Independent Energy Center  
Address: 118 S Miller Farmington NM 87401  
Phone Number: (505) 326-3634

**STATE LICENSED ELECTRICIAN**

Name: Mr Electric  
Address: 120 So Miller Farmington, NM  
Phone Number: 505-608-3993  
NM Lic #: 383134

This Agreement for Interconnection and Parallel Operation of Customer Generation system and Net Energy Metering here in known as "CG" system ("Agreement") is made and entered this **28th** day of **June**, 2016, by and between the City of Aztec, New Mexico ("City") and Aztec Municipal School District ("Customer") together, the "Parties".

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

**Section 1. Scope and Purpose of Agreement**

This Agreement describes the conditions under which the City and the Customer agree that the Customer Renewable Generation System described in Exhibit A ("CG System") may be interconnected to and operated in parallel with the City's electric distribution system. This agreement also describes the costs, credits, and terms of billing and payment the City and Customer agree will govern the purchase from the City and the credit applied to the Customer's account with the City energy delivered to the Customer from the City's distribution system and produced in excess of the Customer's consumption and delivered to the City's distribution system from the CG System, respectively. The following exhibit is incorporated and made a part of this Agreement:

- Exhibit A: Description of "CG" system
  - Manufacturer's data and specifications for all equipment (must be UL listed) including test reports and certifications, voltages, wire sizes, metering and circuit protection.

- A site plan, including the geographic location of the site and wiring diagram detailing all connections to the service and proposed location of equipment on structure.
- Manufacturer recommended maintenance schedule and expected life of equipment.
- A name, Email address and phone number of the designing group or engineer for technical questions related to the electrical portions of the proposed installation.

## **Section 2. Term and Termination**

1. The term of this Agreement begins on the date first set forth in the introductory clause, above (regardless of the date that the Customer is authorized to interconnect the "CG" system) and continues for a seven (7) year term, renewable with consent of both parties for three (3) additional seven (7) year terms. Either party may terminate this agreement pursuant to the provisions within.
2. Either party may terminate this Agreement at any time by providing 120 days written notice to the other party for just cause, relating but not limited to; financial, electrical, structural conditions.
3. In the event; the City of Aztec Electrical Director or City Engineer determines the interconnection is adversely affecting City's ability to provide quality power. The Electric Director or City Engineer has the ability to immediately disconnect the customers' interconnection from the City distribution system.
4. The City may terminate this Agreement for violation of this Agreement that has not been corrected by the Customer within 120 days of written notice of such violation.
5. This Agreement will extend to new owner upon the sale of the Customer's premises for 120 days . A new agreement shall be instituted with the new owner of the premise within the 120 days of closing and the new owner setting up utility billing with the City.
6. At the time of termination of this Agreement for any reason, the City of Aztec may perform lock out procedures to disconnect the Customer's "CG" system from the City's electric distribution system.

## **Section 3. Summary and Description of Customer's CG system to be Included in Exhibit A**

The CG System is a self-contained electric generation system including direct current disconnect apparatus, if applicable, alternating current disconnect/lockout, over-current protective device, and all related electrical equipment upstream of the over-current protective device, as set forth in Exhibit A. Noted however, the meter socket and related electrical connects are part of the "CG" system and are the responsibility of the Customer (*i.e.*, all equipment from the main disconnect except the meter is Customer equipment).

1. The capacity of the "CG" system is shall not exceed 5 kW.
2. The expected date of initial operation of the "CG" System is July 28, 2016.

#### **Section 4. Installation and Permitting**

1. The Customer and the "CG" system must comply with all applicable current National Electric Code (NEC), UL and IEEE requirements, including, but not limited to: UL 1741 – Inverters, Converters, and Controllers for Use in Independent Power Systems and IEEE Standard 1547 " Standard for Interconnecting Distribution Resources with Electric Power Systems".
2. The Customer or its contractor shall construct the "CG" system as specified in Exhibit A.
3. The Customer, at the Customer's expense, must pay for any additional equipment and or labor required to interconnect, test or evaluate the CG System as it pertains to the operations of the City's electric distribution system including any cost the City may incur in hiring an outside Electrical Engineer, engineering firm or specialized contractor before or after the "CG" system is in operation.
4. The Customer, at the Customer's expense, must obtain all necessary electrical permits for installation of the "CG" system and obtain and maintain any government authorizations or permits required for the operation of the "CG" system. The Customer must reimburse the City of Aztec for any and all losses, damages, claims, penalties, or liability the City may incur as a result of the Customer's failure to maintain any equipment and / or obtain or to maintain any authorizations and/or permits required for construction and operation of the Customer's "CG" system.

#### **Section 5. Warranty is Neither Expressed nor Implied**

The City's inspection and approval, if any, of the "CG" system is solely for the City's benefit and does not constitute a warranty, express or implied, as to the adequacy, safety, or other characteristics of any structures, equipment, wires, appliances, or devices owned, installed, or maintained by the Customer or leased by the Customer from third parties, including without limitation the "CG" system and any structures, wires, appliances, or devices appurtenant thereto.

#### **Section 6. Indemnity and Liability**

1. The Customer releases and agrees to indemnify, defend, and hold harmless the City of Aztec, its agents, officers, employees, and volunteers from and against all damages, claims, actions, causes of action, demands, judgments, costs, expenses of every kind and nature, predicated upon injury to or death of any person or loss of or damage to any property, arising, in any manner, from the Customer's activities, actions, or omissions under this Agreement.
2. Nothing in this Agreement shall be construed as a waiver by the City of Aztec of any rights, immunities, privileges, monetary limitations to judgments, and defenses available to the City of Aztec under State or Federal law.

### **Section 7. Location of CG System**

The "CG" system will be installed at the Customer's premises located at/in the physical location specified or depicted in the attached Exhibit A. The Customer must not relocate and interconnect the "CG" system at another premises or physical location without the City of Aztec Electrical Director's prior written consent, if such consent is given, the Parties shall cooperate to amend this Agreement to allow for interconnection at the alternate location. In the event that such consent is given, any relocation and installation of the "CG" system will be at the Customer's sole expense.

### **Section 8. Metering**

The City of Aztec shall direct and over see the installation, at the customer's expense, a metering system at the Customer's premises at a level of accuracy that meets all applicable standards, regulations, and statutes. This system will be suited for the electrical rate class for the service provided.

### **Section 9. Billing**

1. The City shall read and maintain the meter, associated equipment and all related billing records on monthly bases. Net Kwh billing shall be monthly comprised of one bidirectional CG meter, delivering power to the Customer in the forward direction and receiving power from the customer in the reverse direction.
2. The Customer shall be billed monthly a fee of \$30.00 (thirty dollars).
3. The Customer shall be billed the current residential rate for power delivered to the Customer from the Cities power distribution grid.
4. The City will pay or credit the Customer at a rate of \$00.04 (four cents) / Kwh for all power received from the Customer back to the Cities power distribution system monthly.
5. The terms within this section may be changed at the option of the City, if the City of Aztec establishes new or adjusted residential, commercial or "CG" rate(s) in order to bring this agreement in compliance with future rate's and fee's established by the Aztec City Commission. If the City elects to change the terms in this section of this agreement. The City will notify the Customer in writing at the billing address on record 60 days prior to the new rate and / or fees going into effect.

### **Section 10. Access to Premises**

The Customer hereby grants, and shall permit and facilitate access to the Customer's premises at all time to the City for the purpose of conducting any investigation, repair or inspection of the "CG" system and interconnection as pertaining to the City's electric distribution system.

**Section 11. Maintenance of Equipment; Safety**

The Customer, at the its sole cost and expense, shall install, operate, and maintain the "CG" system, including, but not limited to, all over-current protective equipment, voltage regulation and harmonic output, in a safe and prudent manner and in conformance with all applicable laws, codes, and regulations, including, but not limited to, those listed. The Customer shall retain all records for such maintenance. These records shall be available to the City of Aztec for inspection upon written request.

**Section 12. Interruption or Reduction of Deliveries; Disconnect**

1. The City may require the Customer to interrupt or reduce deliveries: (1) when necessary in order that the City may construct, install, maintain, repair, replace, remove, investigate, or inspect any of the its equipment or part of its electric system; or (2) if the City determined that curtailment, interruption, or reduction is necessary because of emergencies or compliance with good electrical practices as determined by the Aztec Electric Director or City Engineer. To the extent reasonably practicable, the City shall give the Customer notice prior to any interruption or reduction of deliveries.
2. Notwithstanding any other provision of this Agreement, if at any time the City determines that the "CG" system may endanger the public and or personnel, or that the continued operation of the Customer's "CG" system may endanger the integrity of the City's electrical distribution system, the City has the right to disconnect the Customer's "CG" System from the City's electrical distribution system. When the City disconnects the "CG" System on the basis of a determination of endangerment, it retains the right to keep the "CG" System in a disconnected state until such time as the City of Aztec Electric Director or City Engineer is satisfied that the condition(s) that formed the basis for the determination of endangerment have been corrected.

**Section 13. Force Majeure**

Neither party will be liable for delays in performing its obligations under this agreement to the extent that the delay is caused by an unforeseeable condition beyond its reasonable control without fault or negligence, including but not limited to, riots, wars, floods, fires, explosions, acts of nature, acts of government, or labor disturbances.

**Section 14. Compliance with Ordinances and Regulations**

The Customer shall perform all obligations under this Agreement in strict compliance with all applicable federal, state, and City of Aztec laws, rules, statutes, or ordinances.

**Section 15. Miscellaneous**

1. The provisions of this Agreement with respect to indemnification and liability will survive the termination of this Agreement.
2. This Agreement, together with its exhibits, constitutes the entire agreement between the Parties and supersedes all previous written or oral communications, understandings, and agreements between the Parties unless specifically stated otherwise within this Agreement. This Agreement may only be amended by a written agreement signed by both Parties.

**Acknowledgements Regarding Agreement**

By signing below, the Customer acknowledges understanding of the terms of this Agreement and that the Customer may not interconnect the "CG" System to the City of Aztec's electric distribution system until the City has received written authorization to connect from the appropriate electrical inspector.

**The parties have executed this Agreement as of the date first above written.**  
City of Aztec, New Mexico

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

Sally Burbridge, Mayor

ATTEST:

\_\_\_\_\_

Karla Sayler, City Clerk

Customer: \_\_\_\_\_

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

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

**Exhibit A**

To the Agreement for Interconnection and Parallel Operation of a Distributed Generation Resources between the City of Aztec and Aztec Municipal School District  
Dated \_\_\_\_\_, 2016.

<Insert or attach description of CG System>

**Exhibit B**

To the Agreement for Interconnection and Parallel Operation of Small Distributed Generation Resources between the City of Aztec and **James and Barbara Good** dated \_\_\_\_\_, 2016.

**(Copy of approved Electrical Permit)**

**Section A: Authorization**

The "CG" System may be connected to the City of Aztec Electric System. The CG System has been inspected and tested and the Customer is authorized to connect the CG System to the City of Aztec electric system.

Signed by: \_\_\_\_\_  
Name: Ken George  
Title: Electric Director  
Date:

**CITY OF AZTEC AGREEMENT FOR INTERCONNECTION AND PARALLEL  
OPERATION OF CUSTOMER GENERATION SYSTEM AND NET ENERGY  
METERING**

Name: James and Barbara Good  
Address: 712 N Light Plant Rd Aztec NM 87410  
Phone Number: 505-860-8266  
Utility Account #: 51891

**SYSTEM INSTALLER INFORMATION**

Name: Independent Energy Center  
Address: 118 S Miller Farmington NM 87401  
Phone Number: (505) 326-3634

**STATE LICENSED ELECTRICIAN**

Name: Mr Electric  
Address: 120 So Miller Farmington, NM  
Phone Number: 505-608-3993  
NM Lic #: 383134

This Agreement for Interconnection and Parallel Operation of Customer Generation system and Net Energy Metering here in known as "CG" system ("Agreement") is made and entered this 28th day of June, 2016, by and between the City of Aztec, New Mexico ("City") and Aztec Municipal School District ("Customer") together, the "Parties".

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

**Section 1. Scope and Purpose of Agreement**

This Agreement describes the conditions under which the City and the Customer agree that the Customer Renewable Generation System described in Exhibit A ("CG System") may be interconnected to and operated in parallel with the City's electric distribution system. This agreement also describes the costs, credits, and terms of billing and payment the City and Customer agree will govern the purchase from the City and the credit applied to the Customer's account with the City energy delivered to the Customer from the City's distribution system and produced in excess of the Customer's consumption and delivered to the City's distribution system from the CG System, respectively. The following exhibit is incorporated and made a part of this Agreement:

- Exhibit A: Description of "CG" system
  - Manufacturer's data and specifications for all equipment (must be UL listed) including test reports and certifications, voltages, wire sizes, metering and circuit protection.

- A site plan, including the geographic location of the site and wiring diagram detailing all connections to the service and proposed location of equipment on structure.
- Manufacturer recommended maintenance schedule and expected life of equipment.
- A name, Email address and phone number of the designing group or engineer for technical questions related to the electrical portions of the proposed installation.

## **Section 2. Term and Termination**

1. The term of this Agreement begins on the date first set forth in the introductory clause, above (regardless of the date that the Customer is authorized to interconnect the "CG" system) and continues for a seven (7) year term, renewable with consent of both parties for three (3) additional seven (7) year terms. Either party may terminate this agreement pursuant to the provisions within.
2. Either party may terminate this Agreement at any time by providing 120 days written notice to the other party for just cause, relating but not limited to; financial, electrical, structural conditions.
3. In the event; the City of Aztec Electrical Director or City Engineer determines the interconnection is adversely affecting City's ability to provide quality power. The Electric Director or City Engineer has the ability to immediately disconnect the customers' interconnection from the City distribution system.
4. The City may terminate this Agreement for violation of this Agreement that has not been corrected by the Customer within 120 days of written notice of such violation.
5. This Agreement will extend to new owner upon the sale of the Customer's premises for 120 days . A new agreement shall be instituted with the new owner of the premise within the 120 days of closing and the new owner setting up utility billing with the City.
6. At the time of termination of this Agreement for any reason, the City of Aztec may perform lock out procedures to disconnect the Customer's "CG" system from the City's electric distribution system.

## **Section 3. Summary and Description of Customer's CG system to be Included in Exhibit A**

The CG System is a self-contained electric generation system including direct current disconnect apparatus, if applicable, alternating current disconnect/lockout, over-current protective device, and all related electrical equipment upstream of the over-current protective device, as set forth in Exhibit A. Noted however, the meter socket and related electrical connects are part of the "CG" system and are the responsibility of the Customer (*i.e.*, all equipment from the main disconnect except the meter is Customer equipment).

1. The capacity of the "CG" system is shall not exceed 5 kW.
2. The expected date of initial operation of the "CG" System is July 28, 2016.

#### **Section 4. Installation and Permitting**

1. The Customer and the "CG" system must comply with all applicable current National Electric Code (NEC), UL and IEEE requirements, including, but not limited to: UL 1741 – Inverters, Converters, and Controllers for Use in Independent Power Systems and IEEE Standard 1547 " Standard for Interconnecting Distribution Resources with Electric Power Systems".
2. The Customer or its contractor shall construct the "CG" system as specified in Exhibit A.
3. The Customer, at the Customer's expense, must pay for any additional equipment and or labor required to interconnect, test or evaluate the CG System as it pertains to the operations of the City's electric distribution system including any cost the City may incur in hiring an outside Electrical Engineer, engineering firm or specialized contractor before or after the "CG" system is in operation.
4. The Customer, at the Customer's expense, must obtain all necessary electrical permits for installation of the "CG" system and obtain and maintain any government authorizations or permits required for the operation of the "CG" system. The Customer must reimburse the City of Aztec for any and all losses, damages, claims, penalties, or liability the City may incur as a result of the Customer's failure to maintain any equipment and / or obtain or to maintain any authorizations and/or permits required for construction and operation of the Customer's "CG" system.

#### **Section 5. Warranty is Neither Expressed nor Implied**

The City's inspection and approval, if any, of the "CG" system is solely for the City's benefit and does not constitute a warranty, express or implied, as to the adequacy, safety, or other characteristics of any structures, equipment, wires, appliances, or devices owned, installed, or maintained by the Customer or leased by the Customer from third parties, including without limitation the "CG" system and any structures, wires, appliances, or devices appurtenant thereto.

#### **Section 6. Indemnity and Liability**

1. The Customer releases and agrees to indemnify, defend, and hold harmless the City of Aztec, its agents, officers, employees, and volunteers from and against all damages, claims, actions, causes of action, demands, judgments, costs, expenses of every kind and nature, predicated upon injury to or death of any person or loss of or damage to any property, arising, in any manner, from the Customer's activities, actions, or omissions under this Agreement.
2. Nothing in this Agreement shall be construed as a waiver by the City of Aztec of any rights, immunities, privileges, monetary limitations to judgments, and defenses available to the City of Aztec under State or Federal law.

#### **Section 7. Location of CG System**

The "CG" system will be installed at the Customer's premises located at/in the physical location specified or depicted in the attached Exhibit A. The Customer must not relocate and interconnect the "CG" system at another premises or physical location without the City of Aztec Electrical Director's prior written consent, if such consent is given, the Parties shall cooperate to amend this Agreement to allow for interconnection at the alternate location. In the event that

such consent is given, any relocation and installation of the "CG" system will be at the Customer's sole expense.

### **Section 8. Metering**

The City of Aztec shall direct and over see the installation, at the customer's expense, a metering system at the Customer's premises at a level of accuracy that meets all applicable standards, regulations, and statutes. This system will be suited for the electrical rate class for the service provided.

### **Section 9. Billing**

1. The City shall read and maintain the meter, associated equipment and all related billing records on monthly bases. Net Kwh billing shall be monthly comprised of one bidirectional CG meter, delivering power to the Customer in the forward direction and receiving power from the customer in the reverse direction.
2. The Customer shall be billed monthly a fee of \$30.00 (thirty dollars).
3. The Customer shall be billed the current residential rate for power delivered to the Customer from the City's power distribution grid.
4. The City will pay or credit the Customer at a rate of \$00.04 (four cents) / Kwh for all power received from the Customer back to the City's power distribution system monthly.
5. The terms within this section may be changed at the option of the City, if the City of Aztec establishes new or adjusted residential, commercial or "CG" rate(s) in order to bring this agreement in compliance with future rate's and fee's established by the Aztec City Commission. If the City elects to change the terms in this section of this agreement. The City will notify the Customer in writing at the billing address on record 60 days prior to the new rate and / or fees going into effect.

### **Section 10. Access to Premises**

The Customer hereby grants, and shall permit and facilitate access to the Customer's premises at all time to the City for the purpose of conducting any investigation, repair or inspection of the "CG" system and interconnection as pertaining to the City's electric distribution system.

### **Section 11. Maintenance of Equipment; Safety**

The Customer, at the its sole cost and expense, shall install, operate, and maintain the "CG" system, including, but not limited to, all over-current protective equipment, voltage regulation and harmonic output, in a safe and prudent manner and in conformance with all applicable laws, codes, and regulations, including, but not limited to, those listed. The Customer shall retain all records for such maintenance. These records shall be available to the City of Aztec for inspection upon written request.

### **Section 12. Interruption or Reduction of Deliveries; Disconnect**

1. The City may require the Customer to interrupt or reduce deliveries: (1) when necessary in order that the City may construct, install, maintain, repair, replace, remove, investigate, or inspect any of the its equipment or part of its electric system; or (2) if the City determined that curtailment, interruption, or reduction is necessary because of emergencies or compliance with good electrical practices as determined by the Aztec Electric Director or City Engineer. To the extent reasonably practicable, the City shall give the Customer notice prior to any interruption or reduction of deliveries.
2. Notwithstanding any other provision of this Agreement, if at any time the City determines that the "CG" system may endanger the public and or personnel, or that the continued operation of the Customer's "CG" system may endanger the integrity of the City's electrical distribution system, the City has the right to disconnect the Customer's "CG" System from the City's electrical distribution system. When the City disconnects the "CG" System on the basis of a determination of endangerment, it retains the right to keep the "CG" System in a disconnected state until such time as the City of Aztec Electric Director or City Engineer is satisfied that the condition(s) that formed the basis for the determination of endangerment have been corrected.

### **Section 13. Force Majeure**

Neither party will be liable for delays in performing its obligations under this agreement to the extent that the delay is caused by an unforeseeable condition beyond its reasonable control without fault or negligence, including but not limited to, riots, wars, floods, fires, explosions, acts of nature, acts of government, or labor disturbances.

### **Section 14. Compliance with Ordinances and Regulations**

The Customer shall perform all obligations under this Agreement in strict compliance with all applicable federal, state, and City of Aztec laws, rules, statutes, or ordinances.

### **Section 15. Miscellaneous**

1. The provisions of this Agreement with respect to indemnification and liability will survive the termination of this Agreement.
2. This Agreement, together with its exhibits, constitutes the entire agreement between the Parties and supersedes all previous written or oral communications, understandings, and agreements between the Parties unless specifically stated otherwise within this Agreement. This Agreement may only be amended by a written agreement signed by both Parties.

### **Acknowledgements Regarding Agreement**

By signing below, the Customer acknowledges understanding of the terms of this Agreement and that the Customer may not interconnect the "CG" System to the City of Aztec's electric distribution system until the City has received written authorization to connect from the appropriate electrical inspector.

**The parties have executed this Agreement as of the date first above written.**  
City of Aztec, New Mexico

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

Sally Burbridge, Mayor

ATTEST:

\_\_\_\_\_

Karla Sayler, City Clerk

Customer: \_\_\_\_\_

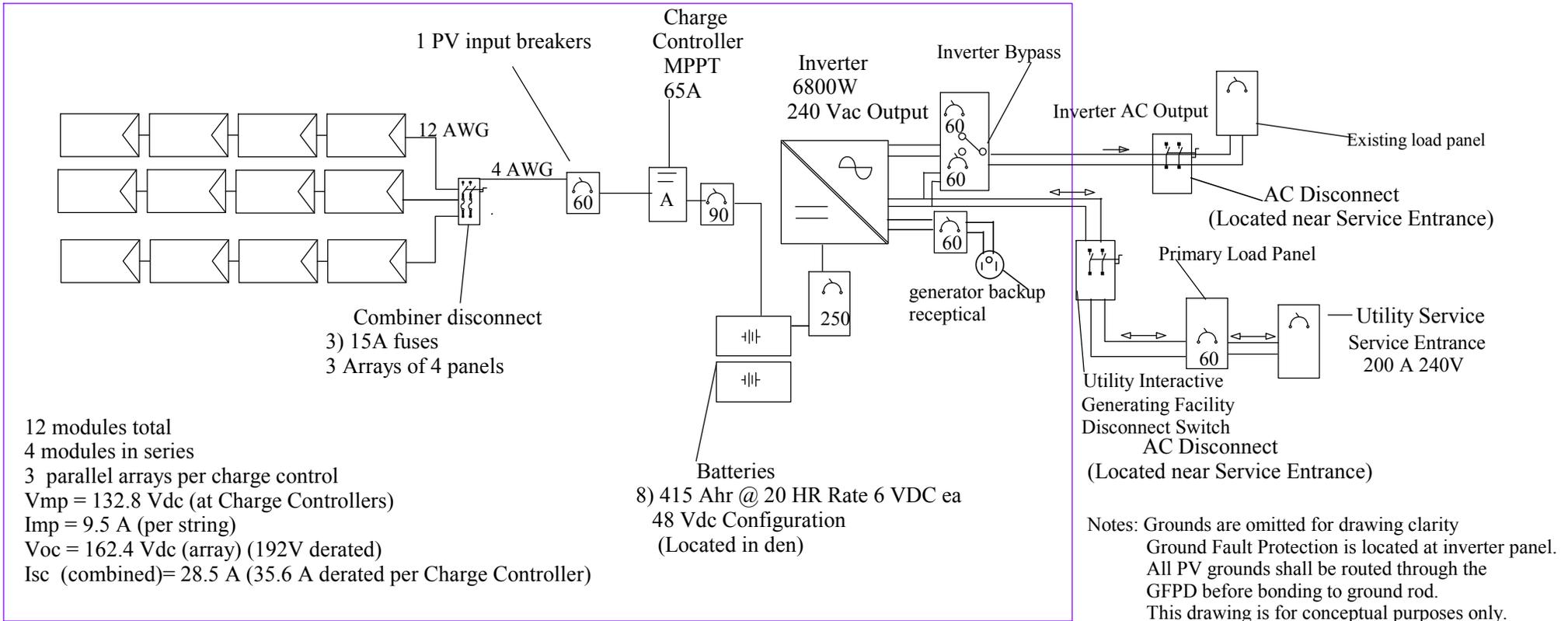
Title: \_\_\_\_\_

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

**Exhibit A**

To the Agreement for Interconnection and Parallel Operation of a Distributed Generation Resources between the City of Aztec and Aztec Municipal School District  
Dated \_\_\_\_\_, 2016.

Located in shipping container



Good Residence  
712 N Light Plant Rd  
Aztec NM 87410  
Grid Interactive  
Battery Backup



Independent Energy Center  
118 S Miller  
Farmington NM 87401  
(505) 326-3634  
(505) 326-0015 fax

Date 5-17-2016

rev. 1 preliminary

drawn by: RGC

8' x 20' Shipping container with photovoltaic system modules on top inverter and batteries inside



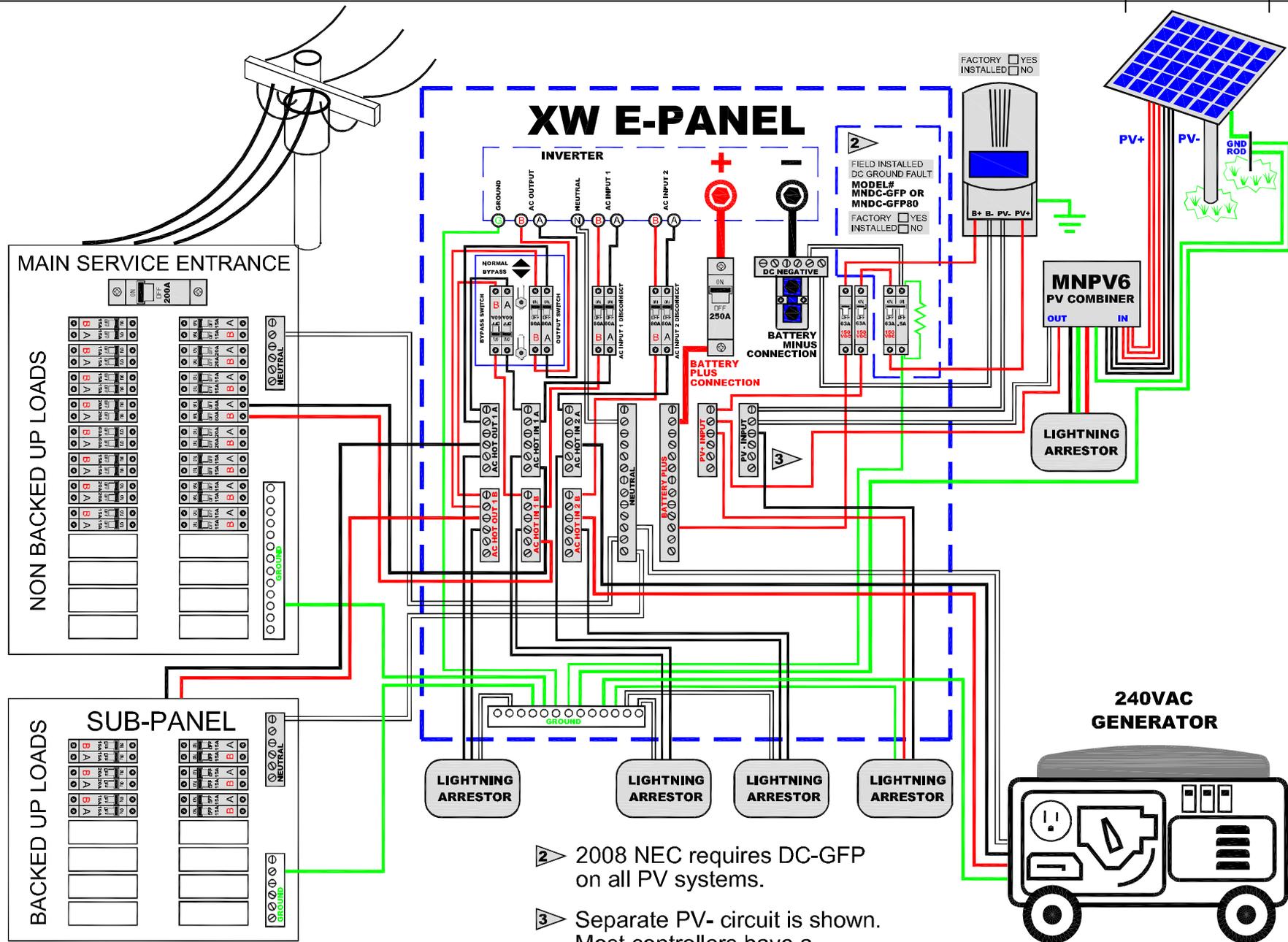
**Legend**

- Full Address - County & City
- Parcels
- City Roads
- Other Roads
- County Maintained
- Lesser County Maintained
- Navajo Route
- Offroad Routes
- Private Roads
- Lakes
- Rivers
- Aztec City Limits
- Bloomfield City Limits
- Farmington City Limits
- Kirtland\_Town Limits
- School Districts
- San Juan County Bounds
- Reservation

1:495



The San Juan County Assessor's Office provides no warranty, expressed or implied, as to the accuracy, reliability or completeness of furnished data. This map is not intended to be used as a survey. For assessment purposes only.



14000 BURN RD  
ARLINGTON, WA  
98223 USA

# XW GRID TIE WIRING DIAGRAM

# Conext XW+ NA hybrid inverter/charger

## One solution for global power needs

Conext™ XW+ is an adaptable single-phase and three-phase inverter/charger system with grid-tie functionality and dual AC power inputs. Available solar charge controllers, monitoring, and automated generator control modules enable further adaptability. From a single Conext XW+ unit to clusters up to 102 kW, the Conext XW+ is a scalable system that allows for the integration of solar capacity as required. Adaptable and scalable, the Schneider Electric™ Conext XW+ system is the one solution for grid-interactive and off-grid, residential and commercial, solar and backup power applications.

### Why choose Conext XW+ NA?



#### Higher return on investment

- Excellent load starting with high 30-minute and 5-second power
- Performs in hot environments up to 70°C
- Intelligent functionality enables solar prioritization, load shifting, peak shaving, and assists small generators with heavy loads
- Backup power with grid-tie functionality converts external DC power to AC power for export to the utility grid



#### Flexible

- Single or three phase systems from 7.0 kW to 102 kW
- Supports DC coupled and AC coupled off-grid and grid-tie architectures
- Supports charging of Lithium Ion battery packs



#### Easy to service

- Field serviceable with replacement boards and spare parts
- Monitor, troubleshoot or upgrade firmware with Conext ComBox



#### Designed for reliability

- Extensive quality and reliability testing
- Highly Accelerated Life Testing (HALT)
- Globally proven and recognized field performance



#### Easy to install

- System configures quickly into compact wall-mounted system
- Integrates both grid and generator power with dual AC inputs
- Balance-of-system components integrates battery bank, solar charge controllers and generators
- Commission the entire system with PC software tool and Conext ComBox



### Product applications



Residential grid-tie solar with backup power



Self-consumption



Off-grid solar



Backup power



Community electrification

Device short name	XW+ 5548 NA	XW+ 6848 NA
<b>Inverter AC output</b>		
Output power (continuous) at 25°C	5500 W	6800 W
Overload 30 min / 60 sec at 25°C	7000 W / 9500 W	8500 W / 12000 W
Output power (continuous) at 40°C	4500 W	6000 W
Maximum output current 60 seconds (rms)	82 A (120 V); 41 A (240 V)	102 A (120 V); 52 A (240 V)
Output frequency (selectable)	50 / 60 Hz	50 / 60 Hz
Output voltage	L-N: 120 V +/- 3%; L-L: 240 V +/- 3%	L-N: 120 V +/- 3%; L-L: 240 V +/- 3%
Total harmonic distortion (THD) at rated power	< 5%	< 5%
Idle consumption search mode	< 8 W	< 8 W
Input DC voltage range	42 to 60 V (48 V Nominal)	42 to 60 V (48 V Nominal)
Maximum input DC current	150 A	180 A
<b>Charger DC output</b>		
Maximum output charge current	110 A	140 A
Output voltage range	40 - 64 V (48 V Nominal)	40 - 64 V (48 V Nominal)
Charge control	Three stage, two stage, boost, custom	Three stage, two stage, boost, custom
Charge temperature compensation	Battery temperature sensor included	Battery temperature sensor included
Power factor corrected charging	0.98	0.98
Compatible battery types	Flooded (default), Gel, AGM, LiON, custom*	Flooded (default), Gel, AGM, LiON, custom*
Batter bank range (scaled to PV array size)	440 - 10000 Ah	440 - 10000 Ah
<b>AC input</b>		
AC 1 (grid) input current (selectable limit)	3 - 60 A (60 A default)	3 - 60 A (60 A default)
AC 2 (generator) input current (selectable limit)	3 - 60 A (60 A default)	3 - 60 A (60 A default)
Automatic transfer relay rating / typical transfer time	60 A / 8 ms	60 A / 8 ms
AC input voltage limits (bypass/charge mode)	L-N: 78 - 140 V (120 V nominal) L-L: 160 - 270 V (240 V nominal)	L-N: 78 - 140 V (120 V nominal) L-L: 160 - 270 V (240 V nominal)
AC input frequency range (bypass/charge mode)	55 - 65 Hz (default); 52 - 68 Hz (allowable)	55 - 65 Hz (default); 52 - 68 Hz (allowable)
<b>AC grid-tie output</b>		
Grid sell current range on AC1(selectable limit)	0 to 40 A (120 V) / 0 to 20 A (240 V)	0 to 48 A (120 V) / 0 to 27 A (240 V)
Grid sell voltage range on AC1 (auto adjusts entering sell mode)	L-N:105.5 to 132 +/- 1.5 V L-L: 211 to 264 +/- 3.0 V	L-N:105.5 to 132 +/- 1.5 V L-L: 211 to 264 +/- 3.0 V
Grid sell frequency range on AC1 (auto adjust entering sell mode)	59.4 to 60.4 +/- 0.05 Hz	59.4 to 60.4 +/- 0.05 Hz
<b>Efficiency</b>		
Peak	95.7%	95.7%
CEC weighted efficiency	93.0%	92.5%
<b>General specifications</b>		
Part number	865-5548-01	865-6848-01
Product / shipping weight	53.5 kg (118.0 lb) / 75.0 kg (165.0 lb)	55.2 kg (121.7 lb) / 76.7 kg (169.0 lb)
Product dimensions (H x W x D)	58 x 41 x 23 cm (23 x 16 x 9 in)	58 x 41 x 23 cm (23 x 16 x 9 in)
Shipping dimensions (H x W x D)	71.1 x 57.2 x 39.4 cm (28.0 x 22.5 x 15.5 in)	71.1 x 57.2 x 39.4 cm (28.0 x 22.5 x 15.5 in)
IP degree of protection	NEMA Type 1 Indoor	
Operating air temperature range	-25°C to 70°C (-13°F to 158°F) (power derated above 25°C (77°F))	
Warranty (Depending on the country of installation)	2 or 5 years	2 or 5 years
<b>Features</b>		
System monitoring and network communications	Available	
Intelligent features	Grid sell, peak load shave, generator support, prioritized consumption of battery or external DC energy	
Auxiliary port	0 to 12 V, maximum 250 mA DC output, selectable triggers	
Off-grid AC coupling	Frequency control	
<b>Regulatory approval</b>		
Safety	UL1741, CSA 107.1	
EMC directive	FCC and Industry Canada Class B	
Interconnect	IEEE 1547 and CSA 107.1	
<b>Compatible products</b>		
Conext XW+ Power Distribution Panel	865-1014-01	
Conext System Control Panel	865-1050	
Conext Automatic Generator Start	865-1060	
Conext MPPT 60 150	865-1030-1	
Conext MPPT 80 600	865-1032	
Conext ComBox	865-1058	
Conext Battery Monitor	865-1080-01	
Conext Battery Fuse Combiner Box	865-1031-01	
Conext Portable Installation and Configuration Tool	Product no. 865-1155-01	

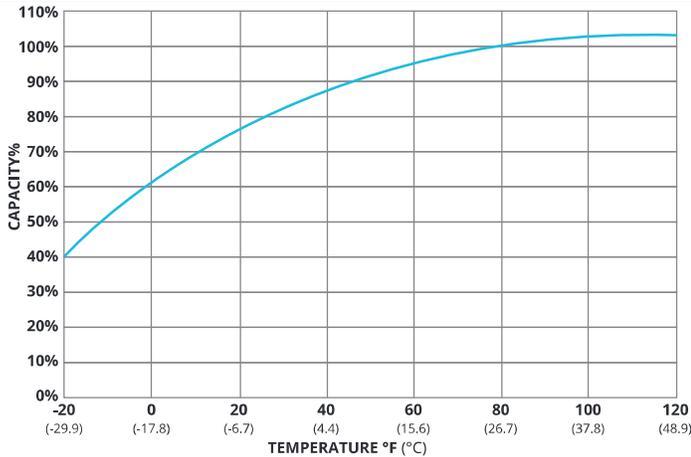




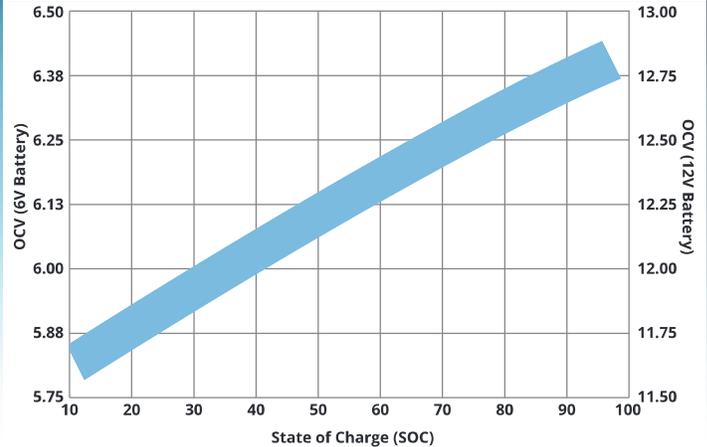
# DC400-6 DATA SHEET

fullriverbattery.com

## TEMPERATURE vs CAPACITY

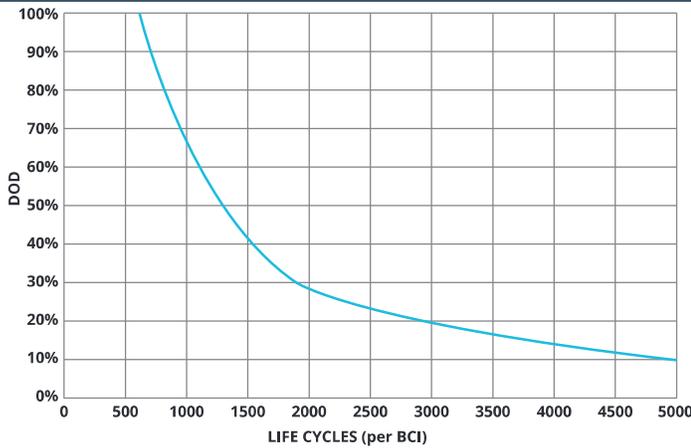


## STATE of CHARGE (SOC) vs OPEN CIRCUIT VOLTAGE (OCV)

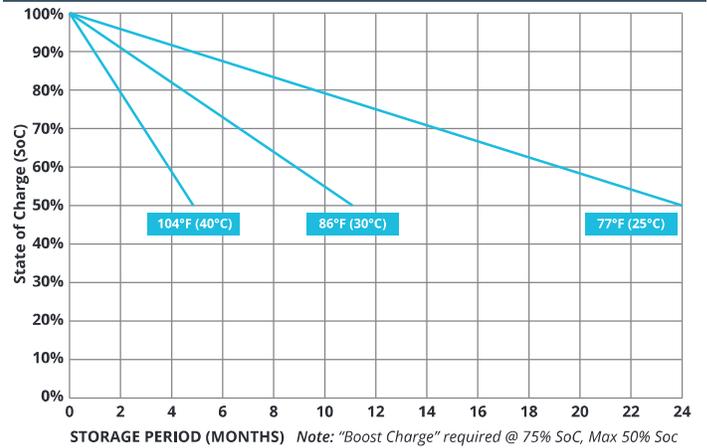


## CYCLE LIFE vs DEPTH of DISCHARGE (DOD)

\*(Based on BCI Testing @ 2-hr Rate)



## SELF DISCHARGE vs TIME/TEMPERATURE



## TEMPERATURE RANGE SPECIFICATIONS

Condition	Recommended	Maximum	Recommended	Maximum
Storage	5°F to 122°F	-40°F to 160°F	-15°C to 50°C	-40°C to 71°C
Operation	5°F to 104°F	-40°F to 160°F	-15°C to 40°C	-40°C to 71°C
Charge with TC	5°F to 122°F	-40°F to 160°F	-15°C to 50°C	-40°C to 71°C
Charge w/o TC	32°F to 104°F	5°F to 122°F	0°C to 40°C	-15°C to 50°C

\*TC= Temperature Compensation

## CHARGE VOLTAGES

Charge Stage	Battery Voltages			
	12V	24V	36V	48V
Bulk	14.7V	29.4V	44.1V	58.8V
Absorption	14.7V	29.4V	44.1V	58.8V
Float	13.6V	27.2V	40.8V	54.6V

TC Factor: (-2mV°F/cell) or (-4mV°C/cell)

## TERMINAL TORQUE SPECS

Terminal Type	ft-lbs	in-lbs	Nm
AP, DT (AP), M6, M6M (Stud), TP07 (AP), TP08 (AP)	4.2 - 6.0	50-70	5.6 - 7.9
FR45	6.0 - 7.5	70-90	7.9 - 10.1
M8	7.1 - 8.0	85-95	9.6 - 10.7
DT (Stud), M10M (Stud)	9.2 - 10.4	110-125	12.2 - 14



9001:2008 Quality Management System  
 14001:2004 Environmental Management System  
 18001:2007 Occupational Health & Safety Management System



DELIVERY APPROVED!  
**LAND, SEA  
 & AIR**

Fullriver batteries are sealed lead acid batteries made with Absorbed Glass Mat (AGM) technology. The electrolyte is absorbed into the fiberglass separator material rather than in a free-flowing liquid form. Fullriver batteries are non-spillable electric storage batteries. They are exempted from the requirements of DOT's hazardous materials regulations, since they adhere to the requirements of code 49 CFR Section 173.159(D) - (CLASSIFIED APPROVED: DOT, CFR, HMR49, IATA, ICAO67, IMDG27)

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Signed by: \_\_\_\_\_  
Name: Ken George  
Title: Electric Director  
Date: