

**STANDARD INTERCONNECTION AGREEMENT FOR
QUALIFYING FACILITIES (QF) 10 KW OR LESS**

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

- 1. Qualifying Facility 10kw or less
Customer's electric service acct # _____
Type of generating facility _____
 (solar, wind, etc.)
Rated generating capacity _____
Customer and facility address _____

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

Operating option:

Customer has elected to operate its QF in parallel with Utility's system. Customer understands that if this agreement is accepted, connection and operation of customer's QF must meet at all times applicable safety and performance standards including those established by the National Electrical Code, the Institute of Electrical and Electronics engineers, Underwriters Laboratories, and all additional safety and performance standards of Utility or adopted by the Commission pursuant to this rule that are necessary to protect public safety and system reliability.

Customer shall be subject to the terms and conditions set forth in 17 NMAC 10.571, a copy of which is attached to this agreement, Customer hereby acknowledges that Customer has read 17 NMAC 10.571.1. Credit for Net Energy. Credit for net energy shall be in accordance with 17 NMAC 571.11

- 2. Interruption or Reduction of Deliveries
Utility shall not be obligated to accept or pay for and may require Customer to interrupt or reduce deliveries of available energy:
When necessary in order to construct, install, maintain, repair, replace, remove,

investigate or inspect any of its equipment or part of its system, or energy; If it reasonably determines that curtailment, interruption, or reduction is necessary because of emergencies, forced outages, force majeure, or compliance with prudent electrical practices.

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

Notwithstanding any other provision of this agreement, if at any time Utility reasonably determines that either the QF may endanger Utility personnel or other persons or property, or the continued operation of Customer's QF may endanger the integrity or safety of Utility's electric system.

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

3. Interconnection

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

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

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

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

Customer shall provide a clearly understandable sketch or one-line diagram showing the QF, the interconnection equipment, breaker panel(s), disconnect switches and metering to be attached to this agreement.

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

initial testing of Customer's protective apparatus.

4. Maintenance and permits

Customer shall:

Maintain the generating facility (QF) and interconnection facilities in a safe and prudent manner and in conformance with all applicable laws and regulations including but not limited to Utility's interconnection requirements as set out in Appendix A to the agreement, and

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

5. Access to premises

Utility may enter Customer's premises:

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

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

6. Indemnity and liability

To the extent allowed by law and subject to funding by the New Mexico Legislature, each party shall indemnify the other party, its directors, officers, agents and employees against all loss, damages, expense and liability to third persons for injury to or death of persons or injury to property caused by the indemnifying party's engineering design, construction, ownership or operations of, or the making of replacements, additions or betterment to, or by failure of, any of such party's works or facilities used in connection with this agreement by reason of omission or negligence, whether active or passive. The indemnifying party shall, on the other party's request, defend any suit asserting a claim covered by this indemnity. The indemnifying party shall pay all costs that may be incurred by the other party in enforcing this indemnity. It is the intent of the parties hereto that, where negligence is determined to have been contributory, principles of comparative negligence will be followed and each party shall bear the proportionate cost of any loss, damage, expense and liability attributable to that party's negligence.

Nothing in this agreement shall be construed to create any duty to, any standard of care with reference to any liability to any person not a party to this agreement. Neither Utility, its officers, agents or employees shall be liable for any claims, demands, costs, losses, causes of action, or any other liability of any nature or kind arising out of the engineering, design, construction, ownership, maintenance or operation of, or making of replacements, additions or betterment to, Customer's QF by Customer or any other person or entity.

Neither Utility, its officers, agents or employees shall be liable for damages to the electrical generating equipment caused by an electric disturbance on the Utility system or on the system of another, whether or not the electric disturbance results from the

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negligence of the Utility.

7. Governing Law

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

8. Amendments, modifications or waiver

Any amendments or modifications to this agreement shall be in writing and agreed to by both parties. The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same. No waiver by any party or the breach of any term or covenant contained in this agreement, whether by conduct or otherwise, shall be deemed to be construed as a further or continuing waiver of any such breach or a waiver of the breach of any other term or covenant unless such waiver is in writing.

9. Notices

All written notices shall be directed as follows:

ATTENTION: Eric Segovia, General Manager/Executive Vice President

Address: Roosevelt County Electric Cooperative, Inc.
P.O. Box 389
Portales, NM 88130

ATTENTION: Customer _____
Address: _____

Electric Service Account # _____
Meter # _____

Customer notices sent to the Utility pursuant to Section 11 of this agreement shall refer to the Customer's electric service account number as set forth in Section 1 of this agreement.

10. Term of Agreement

This agreement shall be in effect when signed by the Customer and Utility and shall remain in effect thereafter month to month unless terminated by either party on thirty (30) days prior written notice in accordance with Section 10.

11. Assignment

This agreement and all provisions hereof shall inure to and be binding upon the respective Parties hereto, their personal representative, heirs, successors, and assigns. Customer shall not assign this agreement or any part hereof without the prior written consent of Utility, and such unauthorized assignment may result in the termination of this agreement in accordance with Section 11.

12. Appendices

This agreement includes the following attachments incorporated herein by reference:

- 1. Standard Interconnection Agreement for Qualifying Facilities 10 kW or less

2. Customer's written request to Utility of intent to interconnect Qualify Facility
3. Customer's sketch or one line diagram and site drawing and generation and protection equipment specifications
4. Utility's written authorization to interconnect.

IN WITNESS WHEREOF, the parties have caused two originals of this agreement to be executed by their duly authorized representatives. This agreement is effective as of the last date set forth below.

CUSTOMER: _____

Authorized Signature: _____

Typed/Printed Name: _____

Title: _____

Date: _____

Utility: ROOSEVELT COUNTY ELECTRIC COOPERATIVE, INC.

Authorized Signature: _____

Typed/Printed Name: Eric Segovia

Title: General Manager/Executive Vice President

Date: _____