

CEDAR-KNOX PUBLIC POWER DISTRICT HARTINGTON, NEBRASKA

POLICY 10-943

SMALL GENERATION INTERCONNECTION AND SERVICE AGREEMENT

Between

CEDAR-KNOX PUBLIC POWER DISTRICT (CKPPD)

And

CUSTOMER

This Small Generation Interconnection and Service Agreement (“Agreement”) is entered into as of _____, 20____, by and between **Cedar-Knox Public Power District**, a public corporation and political subdivision of the State of Nebraska, hereinafter referred to as “CKPPD,” and _____, hereinafter referred to as “Customer”, and each at times singularly called ‘Party’ or collectively called ‘Parties’.

SECTION 1 – GENERAL TERMS AND CONDITIONS

1.01 CKPPD owns and operates an electric subtransmission and distribution system in the State of Nebraska and is engaged in the purchase, transmission, distribution, and sale of electric power and energy, and wishes to accommodate the Customer’s desire to install small generation facilities with a capacity rating of 25 kW or less at a single site.

1.02 The Customer’s energy generating facilities will be electrically interconnected with CKPPD to allow the generating facilities to operate synchronous with CKPPD’s system and provide a path for the delivery of energy from CKPPD’s system to the Customer’s remaining load or in the event of surplus generation, allow for the delivery of excess energy from the Customer’s generating facilities to CKPPD. The Customer’s energy generating facilities will be equipped to automatically isolate the qualified facility from the electrical system in the event of an electrical power outage or other conditions where the line is de-energized.

1.03 All transactions and service provided to the Customer under this Agreement, including payment to the Customer for excess generation delivered to CKPPD, shall be conducted, and provided as outlined, by the policies and/or pricing exhibits that are attached to and shall become a part of this Agreement. CKPPD retains and reserves the right, power, and authority to modify, revise, amend, replace, or repeal said policies and/or pricing schedules for any interconnected generation, in whole or in part, by resolution adopted by the CKPPD Board of Directors. For net metering customers meeting the definition of “Qualified Facility” as clarified in Neb. Rev. Stat. § 70-2002, the excess generation will be compensated at CKPPD’s avoided cost based on the

schedules adopted by the CKPPD Board of Directors. For the total amount of any power and/or energy delivered to CKPPD pursuant to this Agreement, CKPPD agrees to reimburse the Customer, either through a credit on a future invoice to the Customer or by means of a direct payment from CKPPD to the Customer an amount equal to the calculated avoided cost as outlined in the CKPPD Rate Schedule AC-1, a current copy of which is attached to this Agreement, and made a part hereof by reference. The Customer will retain all rights to any federal production tax credits that maybe attributable to electric generation from this project.

1.04 CKPPD shall have the right to require the Customer to immediately disconnect, or CKPPD will cause to be disconnected, all services without advance notice or liability if the facility causes any offending power quality issues(s) with other CKPPD customers or if the facility may pose a risk to CKPPD employees, customers, or the general public. Should this occur, it shall give CKPPD the right to terminate its Agreement with the Customer and to recover from the Customer the cost and expenses incurred by CKPPD.

1.05 This Agreement and all rights, obligations, and performances of the Parties hereunder, are subject to all applicable federal, state, and local laws, ordinances, rules and regulations, and other duly authorized action of any governmental authority having jurisdiction over the Parties and/or their respective facilities, including but not be limited to: the National Electric Code, National Electric Safety Code, the Institute of Electrical and Electronics Engineers, and the Underwriters Laboratories, Inc., as identified in the approved application for interconnection.

1.06 Interconnection of the generating facility with CKPPD's utility distribution system does not grant to the Customer the right to export power using the CKPPD utility distribution system, nor does it constitute an agreement to wheel excess power.

1.07 Written proof of inspection certification by the Nebraska State Electrical Division must be provided prior to interconnection.

1.08 In the event there is any inconsistency between the provisions of this Agreement and any policy adopted by the CKPPD Board of Directors governing small generation purchases, the policy provisions adopted by the CKPPD Board of Directors shall govern.

1.09 This Agreement shall become effective on the date of its execution above, and unless sooner terminated in a manner herein provided, shall continue in full force and effect for an initial term of five (5) years, and shall continue thereafter until terminated by not less than one (1) year written notice of termination by either party.

1.10 In the event of a transfer of ownership of the property and associated interconnected generation, it is the customer's (seller's) responsibility to notify the utility of the transfer. It is also the responsibility of the customer (seller) to inform the buyer that prior to operation of the interconnected generation a new interconnection agreement must be signed.

SECTION 2 – FACILITIES AND METERING

2.01 The Customer grants to CKPPD the right to install, test, maintain, inspect, replace, repair, connect, and disconnect equipment or facilities, if any, placed on the property of the Customer under the provisions of this Agreement during the term thereof, and also grants to the other Party the right to remove such equipment and facilities at the expiration of the term thereof.

2.02 The Customer also grants to CKPPD the right of ingress to, and egress from, the location of the Customer's generation facilities and also grants the right at reasonable times to read and inspect all meters which are installed on the property of the Customer.

2.03 Metering equipment will be installed in compliance with Board policies and will be used to measure the amount of Customer generation output, the amount of electrical power and energy delivered from CKPPD to the Customer to serve load, and the amount of electrical power and energy, if any, delivered from the Customer. Additional metering may be installed and used to measure the total amount of customer generation at the generating facility.

2.04 Any costs associated for additional facilities or upgrades required for installation and service of the generation facility are the responsibility of the customer and are outlined in the attached Exhibit _____.

SECTION 3 – CUSTOMER RESPONSIBILITIES

3.01 The Customer shall, in consideration of the payments by CKPPD pursuant to this Agreement, and without any additional charge to CKPPD:

- A. Operate its generating facilities to provide energy in accordance with electric utility industry standard operating procedures for similarly operated plants.
- B. Maintain generating facilities in good operating condition.
- C. Notify authorized CKPPD personnel of scheduled outages of all or any part of the generating facilities.
- D. Allow periodic inspection by CKPPD of the generating facilities and periodically demonstrate generation capability according to generator test runs, when requested by CKPPD.
- E. Prepare and submit to CKPPD such reports concerning the generating facilities as may be reasonably requested and on forms as provided by CKPPD.
- F. Decide whether or not to insure against physical damage to all or any part of the Customer property, and the Customer agrees that CKPPD and its representatives shall not be liable for, and the Customer shall hold harmless CKPPD and its representatives from any losses or damage to such property or for expenses incidental to such loss or damage.

SECTION 4 – LIABILITY AND INDEMNITY

4.01 The Customer hereby agrees to indemnify and hold harmless CKPPD, it’s respective directors, officers, employees, agents, and representatives, from any and all losses, and any and all claims, liabilities, penalties, fines, costs, and expenses incurred or paid in connection with any threatened or completed demand, claim, suit, order, injunction, proceeding or other action threatened or brought against an indemnified person for any reason whatsoever including (without limitation) for the loss of or damage to any property, or for the injury, disease, or death of any person, caused by (whether in whole or in part), arising from, or in any manner related to any act or omission of the Customer, or any person acting for or on his/her behalf, in connection with any activity performed or undertaken pursuant to this Agreement. This Agreement for indemnity shall survive the expiration or other termination of this Agreement.

4.02 In no event shall CKPPD be liable under any provision of this Agreement for special, incidental or consequential damages, including, but not limited to, loss of profits, loss of revenue, loss of use of any property, cost of capital, cost of purchased power, cost of substitute equipment, facilities or services, downtime costs, or claims of Customer for such damages, even if CKPPD is expressly informed of the same.

4.03 The Customer-generator shall provide proof of a minimum \$1,000,000 liability insurance coverage prior to interconnection and shall maintain the liability insurance coverage for the duration of the interconnection with CKPPD’s primary voltage distribution system. The retail customer generators shall provide a proof of insurance certificate annually to CKPPD.

SECTION 5 - APPROVAL

5.01 The Parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

CEDAR-KNOX PUBLIC POWER DISTRICT:

CUSTOMER:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Policy Re-vised Date: January 11, 2017
Policy Re-vised Date: March 14, 2018
Policy Re-vised Date: April 13, 2022