

**VARIABLE SIZE RENEWABLE ENERGY GENERATION
INTERCONNECTION AND SERVICE MEMORANDUM**
Between
CORNHUSKER PUBLIC POWER DISTRICT
and

This Variable Size Renewable Energy Generation Interconnection and Service Memorandum (“Memorandum”) is entered into as of _____, 20____, by and between Cornhusker Public Power District, a public corporation and political subdivision of the State of Nebraska, hereinafter referred to as “Cornhusker Public Power District;” and _____, hereinafter referred to as “Customer”, and each at times singularly called ‘Party’ or collectively called ‘Parties’.

DG Operator: _____

DG Operator Address: _____

DG Operator Phone/Contact Number: _____

The above DG Operator owns and operates a _____ operation located near _____, Nebraska, and has determined that he/she will acquire, install, own and operate a _____ project that will incorporate an electric generator that uses _____ as fuel. Said project is preliminarily outlined as follows.

Facilities Location: _____

Facilities Type & Size: _____

Delivery Voltage: _____

Normal Operation of Interconnection: _____

One Line Diagram attached (check one): _____ YES _____ NO

If not, when will one be provided? _____

SECTION 1 – GENERAL TERMS AND CONDITIONS

1.01 - Cornhusker Public Power District 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 will work to accommodate the Customer's desire to install a renewable energy generation facility with a maximum capacity rating to be determined by Cornhusker Public Power District. Engineering department of said Cornhusker Public Power District will have sole authority to set the maximum capacity rating, after reviewing the specific site.

1.02 - The Customer's renewable energy generating facilities will be electrically interconnected with Cornhusker Public Power District to allow the generating facilities to operate synchronous with Cornhusker Public Power District's system and provide a path for the delivery of energy from Cornhusker Public Power District'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 Cornhusker Public Power District. *****So long as the energy delivered to Cornhusker Public Power District from said customer generator/s, does not exceed the current system (line, circuit or substation) sustainable capacity or result in any adverse power quality issues for any other electric service/s on Cornhusker Public Power Districts system.***

1.03 - All transactions and service provided to the Customer under this Memorandum, including payment to the Customer for excess generation delivered to Cornhusker Public Power District, shall be conducted and provided as outlined by the policies and/or rate schedules that are attached to and shall become a part of this Memorandum. Cornhusker Public Power District retains and reserves the right, power and authority to modify, revise, amend, replace or repeal said policies and/or rates schedules, in whole or in part, as adopted by the Cornhusker Public Power District Board of Directors.

1.04 - In the event the interconnection causes or presents a risk of harm or damage to Cornhusker Public Power District, its employees, customers or the public, Cornhusker Public Power District shall have the right to require the Customer to immediately disconnect the generation facility from Cornhusker Public Power District's facilities, equipment or distribution lines. Furthermore, Cornhusker Public Power District shall have the right to disconnect the generation facility without advance notice to Customer if it is determined by Cornhusker Public Power District that the facility has caused or may cause any harm, damage or interference on or to Cornhusker Public Power District's facilities, equipment or distribution lines or other Cornhusker Public Power District customers or if the Customer's facility presents a danger to Cornhusker Public Power District employees, customers or the public. Cornhusker Public Power District shall also have the right to terminate this Memorandum and recover damages and costs from the Customer if the interconnection has caused or is the source of any damages, interference, or danger.

1.05 - This Memorandum and all rights, obligations, and performances of and by 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 qualified independent testing laboratories.

1.06 - Interconnection of the renewable generation facility with Cornhusker Public Power District's utility distribution system does not grant to the Customer the right to export power to the Cornhusker Public Power District utility distribution system, nor does it constitute a Memorandum to transmit excess power or energy to others using Cornhusker Public Power District facilities or equipment.

SECTION 2 – FACILITIES AND METERING

2.01 - The Customer grants to Cornhusker Public Power District the right to install, test, maintain, inspect, replace, connect/disconnect, and repair equipment or facilities, if any, placed on the property of the Customer under the provisions of this Memorandum.

2.02 - The Customer further grants to Cornhusker Public Power District the right of ingress to and egress from the location of the Customer's generation facilities and the right to read and inspect all meters which are installed on the Customer's property.

2.03 - Metering equipment will be installed by Cornhusker Public Power District that will measure the amount of Customer generation output, the amount of electrical power and energy delivered from Cornhusker Public Power District to the Customer, and the amount of electrical power and energy delivered from the Customer to Cornhusker Public Power District.

SECTION 3 – LIABILITY AND INDEMNITY

3.01 - The Customer hereby agrees to indemnify and hold harmless Cornhusker Public Power District, its 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 for any reason including (without limitation) for the loss of or damage to any property, or for the injury, or death of any person, caused by, in whole or in part, from, or in any manner related to any act or omission of the Customer, or any person acting for or on his, her or its behalf, in connection with any activity performed or undertaken pursuant to this Memorandum. This provision shall survive the expiration and/or termination of this Memorandum.

3.02 - In no event shall Cornhusker Public Power District be liable under any provision of this Memorandum, either at law or in equity, for any 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.

SECTION 4 – NO PARTNERSHIP

4.01- Nothing herein contained shall be construed to place Cornhusker Public Power District and Customer in the relationship of partners, joint ventures, or principal and agent and no Party shall have any power to obligate or bind the other party in any manner whatsoever.

SECTION 5 - APPROVAL

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

CORNHUSKER PUBLIC POWER DISTRICT:

By: _____

Printed Name: _____

Title: _____

Date _____

CUSTOMER:

By: _____

Printed Name: _____

Title: _____

Date: _____

CORNHUSKER PUBLIC POWER DISTRICT
Board Approved: 3/25/2019