

**SMALL RENEWABLE ENERGY GENERATION
INTERCONNECTION AND SERVICE AGREEMENT BETWEEN
MCCOOK PUBLIC POWER DISTRICT AND _____**

(Customer Generator)

This Small Renewable Energy Generation Interconnection and Service Agreement is entered into as of _____, 20____ by and between McCook Public Power District, a public corporation and political subdivision of the State of Nebraska hereinafter referred to as “MPPD” and _____ hereinafter referred to as “Customer Generator”, “Customer” or “Owner” as the context may require and each at times singularly called Party or collectively called Parties.

SECTION ONE: GENERAL TERMS AND CONDITIONS.

1.01. MPPD owns and operates an electric sub-transmission 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 renewable energy generation facility with a capacity rating of 25kW or less at a single site and to qualify for and receive the benefits of a net metering treatment by MPPD.

1.02. The Customer’s renewable energy generating facilities will be electrically interconnected with McCook Public Power District to allow the generating facilities to operate synchronous with MPPD’s system and provide a path for the delivery of the energy from MPPD’s system to a 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 MPPD.

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

1.04. In the event the interconnection causes or presents a risk to McCook Public Power District, its’ employees, its’ customers or the general public, MPPD shall have the right to require Customer to immediately disconnect the generation facility. Further, MPPD shall retain the right to disconnect the generation facility without advanced notice if it is determined by MPPD that the facility has caused or may cause interference with MPPD’s facilities, equipment or distribution lines or other MPPD customers or if the facility presents a danger to MPPD employees, customers or the general public.

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 actions of any governmental authority having jurisdiction over the Parties and their respective facilities including but not limited to the National Electric Code, National Electric Safety Code, the Institute of Electrical and Electronics Engineers and qualified independent testing laboratories.

1.06. This Agreement shall become effective on the date first above written and shall continue in force for a period of no more than five (5) years unless terminated in a manner herein provided. Except as otherwise provided in Section 1.04 either Party may terminate this Agreement by providing at least one (1) year prior written notice which notice can be given at any time after the fourth year of this Agreement. Termination by MPPD shall be only for cause.

SECTION TWO: FACILITIES AND METERING.

2.01. The Customer grants to McCook 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 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 hereof or upon its earlier termination.

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

2.03. Metering equipment will be installed by MPPD that will measure the amount of Customer generation output and the amount of the electrical power and energy delivered from MPPD to the Customer and the amount of the electrical power and energy delivered from the Customer to MPPD. Said meter shall be bidirectional and capable of accurately determining the net power delivered by MPPD to Customer and delivered by Customer to MPPD's system and said meter shall be installed in such a manner as to make the same easily readable by both parties.

2.04. Customer will promptly pay all invoices for electrical power and energy or any other invoices submitted to Customer by MPPD and shall be subject to all other requirements of MPPD with regard to payment of such invoices, including but not limited to the discontinuance of service for failure to pay said invoices.

SECTION THREE: LIABILITY AND INDEMNITY.

3.01. Each Party will be liable to the other for damages to property of the other by the negligent conduct of the damaging party. PROVIDED HOWEVER, MPPD shall not be liable for any damage to property of Customer resulting from an "Act of God" over which MPPD has no control. This mutual liability shall be for property damage only and shall not include incidental or consequential damages such as loss of profit or loss of revenue.

3.02. Power Quality. The Customer agrees to limit any harmonic voltage or current distortion, reactive current output or radio frequency output that would interfere with the District's load control operation, remote meter reading or SCADA operation. If the Customer's equipment causes said distortion or interference, the Customer will be required to eliminate or reduce the interference to such level as required to meet IEEE Standard 519 and IEEE Recommended Practice and Requirements for Harmonic Control in Electric Systems. If the problem cannot be reduced to an acceptable level or be eliminated, MPPD has a right to disconnect the Customer's equipment.

3.03. Energy Rate. The energy rate to be charged by MPPD to Customer shall conform to and be equal to that set forth on the Net Metering Service Rider Rate Schedule in effect upon the time of the execution of this Agreement and at such times thereafter as the same may be amended.

3.04. In the case of Customer generation, the power factor range will be maintained at unity +/- 5%, or in other words 95% leading to 95% lagging Power Factor. Initially at installation of the project the inverters should be set at unity by the installer.

3.05. The execution of this Agreement and the provision to MPPD by Customer of one or more cellular telephone numbers shall constitute Customer's consent to calls from MPPD to said number including "robo-calls" regarding the service provided by MPPD pursuant to this Agreement.

SECTION FOUR: APPROVAL.

4.01. The parties hereto have caused this Agreement to be executed by their authorized officers or the authorized individual as of the day and year first above written.

MCCOOK PUBLIC POWER DISTRICT:

By: _____

Printed Name: _____

Title: _____

Date: _____

CUSTOMER:

By: _____

Printed Name: _____

Title: _____

Date: _____