

**SMALL RENEWABLE ENERGY GENERATION  
INTERCONNECTION AND SERVICE AGREEMENT**

**Between**

**PERENNIAL PUBLIC POWER DISTRICT**

**And**

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This Small Renewable Energy Interconnection and Service Agreement (“Agreement”) is entered into as of \_\_\_\_\_, by and between Perennial Public Power District, a public corporation and political subdivision of the State of Nebraska, hereinafter referred to as “Perennial,” 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 - Perennial 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, for the sole purpose of renewable generation to accommodate the Customer’s desire to install small renewable energy facilities with a capacity rating of 25 kW or less at a single site.

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

1.03 – All transactions and service, including payment to the Customer for excess generation delivered to Perennial, provided to the Customer under this Agreement 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 Agreement. Perennial 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 Perennial Public Power District Board of Directors.

1.04 – In the event the interconnection causes or presents a risk to Perennial, its employees, its customers or the general public, Perennial shall have the right to require the Customer to immediately disconnect the generation facility. Furthermore, Perennial shall retain the right to disconnect the generation facility without advance notice for

liability if it is determined by Perennial that the facility has caused or may cause any problem(s) or interference to Perennial's facilities, equipment or distribution lines or other Perennial customers or if the facility presents a danger to Perennial employees, customers or the general public. Perennial shall also retain the right to terminate this agreement 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 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 qualified independent testing laboratories.

1.06 – Interconnection of the renewable generation facility with Perennial's utility distribution system does not grant to the Customer the right to export power to the Perennial utility distribution system, nor does it constitute an agreement to transmit excess power or energy to others using Perennial facilities or equipment.

1.07 – This Agreement Interconnection of the Customer's renewable generation facility must be inspected and approved by a State of Nebraska electrical inspector, and a copy of the state electrical inspection form must be provided to Perennial.

## **SECTION 2 – FACILITIES AND METERING**

2.01 – The Customer grants to Perennial 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, 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 further grants to Perennial 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.

2.03 – Metering equipment will be installed by Perennial that will measure the amount of electrical power and energy delivered from Perennial to the Customer, and the amount of electrical power and energy delivered from the Customer to Perennial.

## **SECTION 3 – LIABILITY AND INDEMNITY**

3.01 – The Customer hereby agrees to indemnify and hold harmless Perennial, 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 for any reason including (without limitation) for the loss of or damage to any property, or for the injury, disease or death of any person, caused by 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 the Agreement.

3.02 – In no event shall Perennial 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.

3.03 – The Customer may also be required to provide insurance coverage to protect Perennial from all damages and claims that may arise under this Agreement.

**SECTION 4 – APPROVAL**

4.01 – This Agreement will not become effective and enforceable until the interconnection of the Customer’s renewable generation facility has been inspected and approved by a State of Nebraska electrical inspector, and a copy of the state electrical inspection form has been provided to Perennial.

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

**PERENNIAL PUBLIC POWER DISTRICT:**

**CUSTOMER:**

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

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

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

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

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

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Account Number: \_\_\_\_\_

Service Location: \_\_\_\_\_