



Cuming County Public Power District

Distribution Generation Policies/Procedures/Rates

Exhibit A – Addendum 1

# Cuming County Public Power District (“CCPPD”)

## ADDENDUM ONE TO CUMING COUNTY PUBLIC POWER DISTRICT APPROVAL TO CONSTRUCT DISTRIBUTED GENERATION (DG) INTERCONNECTION

In consideration of the provisions set forth below, the DG Operator agrees as follows:

(1) THE DG OPERATOR’S OBLIGATIONS TO INSTALL AND OPERATE ELECTRIC GENERATION FACILITIES

- 1.1 The DG Operator will acquire, install, solely own, operate, maintain, and make renewals and replacements of an electric generator having a nominal output rated at \_\_\_\_\_ Kilowatts (kW), together with all the systems, equipment, facilities and other things comprising and necessary to continuously operate said generator, including (without limitation) systems, equipment and facilities for obtaining and delivering the fuel required for the electric generator.
- 1.2 The DG Operator will undertake, and diligently prosecute to completion, all acts necessary to install the generator and related items described in this Section 1, as well as the formal execution of the Interconnection and Service Agreement and Energy Purchase Agreement between CCPPD and the DG Operator’s facility and to facilitate the delivery of any excess generation from said facility to CCPPD commencing \_\_\_\_\_, 20\_\_.
- 1.3 The DG Operator will operate and maintain the generator so that will produce and deliver electrical energy continuously whenever fuel is available, excluding only periods of repair or maintenance that must be performed off-line.
- 1.4 The DG Operator will deliver and sell to CCPPD any excess electrical output from the DG Operator’s facility pursuant to the provisions of the CCPPD Distributed Generation Policies and Procedures Manual, the Interconnection and Service Agreement, and the Energy Purchase Agreement and its associated rate schedules.
- 1.5 The DG Operator will at all times cooperate with CCPPD to facilitate the installation and maintenance of CCPPD’s switches and other interconnecting facilities as provided for in the CCPPD Distributed Generation Policies and Procedures Manual, and the Interconnection and Service Agreement between CCPPD and the DG Operator.
- 1.6 The DG Operator will obtain and preserve in full force and effect all governmental and regulatory permits, licenses, and approvals of any kind needed at any time in connection with any act or omission undertaken or performed by the DG Operator in connection with this Application, the Interconnection and Service Agreement and Energy Purchase Agreement.
- 1.7 The DG Operator will at all times comply with the requirements of all present and future laws, rules, regulations, ordinances, orders or decrees of any governmental, judicial or regulatory authority relating to any act or omission undertaken or performed by the DG Operator in connection with this Application, the Interconnection and Service Agreement and Energy Purchase Agreement.
- 1.8 The DG Operator will obtain and review the CCPPD Distributed Generation Policies and Procedures Manual and at all times observe and fully perform any procedures outlined in said manual, which undertakings and obligations of the DG Operator are hereby deemed by the parties to be material terms and conditions of this Application.
- 1.9 The DG Operator understands that in the event this DG installation/process is terminated prior to the formal execution of the Interconnection and Service and Energy Purchase Agreements between CCPPD and the DG Operator, that any

expenses incurred for this process by CCPPD will be the responsibility of the DG Operator, and will be reimbursed to CCPPD upon submittal to the DG Operator.

(2) SUPPORT SERVICES PROVIDED BY CCPPD

2.1 CCPPD is willing, but not obligated, to provide services to support or facilitate the administration of the DG Operator's electric generation project. The DG Operator may from time to time request CCPPD to provide, and CCPPD may agree to provide, support services in connection with the project, such as the following:

- a. Review and provide comments on design drawings, as-built drawings, or similar documents;
- b. Observe construction, installation or similar activities;
- c. Assist with testing and start-up of facilities;
- d. Provide advice, observations, comments or recommendations concerning administration or management of other aspects of project operations as might be determined by the parties.

2.2 The parties acknowledge and agree that support services provided by CCPPD will constitute advice and input only. The DG Operator will at all times have and retain the authority, and the responsibility, to effect or approve any decision or action with respect to which support services are provided hereunder, and CCPPD will not have, and shall not purport exercise, any authority to effect or approve any action or decision on behalf of the DG Operator in the performance of such support services from persons or entities other than or in addition to CCPPD in the DG Operator's sole discretion.

2.3 With respect to any support services that CCPPD agrees to provide hereunder, CCPPD will endeavor to provide such support services to the DG Operator in a diligent, timely and competent manner. However, NO WARRANTIES OF ANY KIND, WHETHER STATUTORY, WRITTEN, ORAL OR IMPLIED, INCLUDING (WITHOUT LIMITATION) WARRANTIES OF MERCHANTABILITY, OR OF FITNESS FOR A PARTICULAR PURPOSE, SHALL APPLY TO ANY SUPPORT SERVICES PERFORMED HEREUNDER. If any support services provided by CCPPD are not provided in a diligent, timely or competent manner, then, subject to the limitation on total support services set forth in this Section 3, the DG Operator may request that CCPPD supplement or re-perform the deficient services. This provision to supplement or re-perform services shall be the sole and exclusive remedy with respect to support services provided (or not provided) by CCPPD, and the same shall be in lieu of (and not in addition to) any claim for damages that might otherwise be available to the DG Operator at law or in equity on account of deficient services. The DG Operator specifically intends and agrees that CCPPD shall not under any circumstances be liable to the DG Operator for any monetary damages, or any other or additional relief, on account of any support services provided (or not provided) by CCPPD, whether the same are denominated as direct, indirect, incidental, consequential, legal, equitable, or otherwise.

2.4 The maximum amount of support services that CCPPD is agreeable to provide, or that CCPPD may be required to provide, including the aggregate of all those services performed initially and all those supplemented or re-performed as provided in paragraph 2, shall be an amount up to but not exceeding \$\_\_\_\_\_ at CCPPD's fully accounted costs as determined by CCPPD.

(3) ACCESS TO PREMISES AND RECORDS

3.1 CCPPD shall upon request be permitted reasonable access to the DG Operator's premises for the purpose of performing any of CCPPD's obligations under this Application, the Energy Purchase Agreement, the Interconnection and Service

Agreement, or those contained in the CCPPD Distributed Generation Policies and Procedures Manual, and for the purpose of observing and inspecting the DG Operator’s facilities and the performance of any of the DG Operator’s obligations. CCPPD agrees to comply with the safety standards and rules adopted by the DG Operator while on his premises.

3.2 The DG Operator shall prepare and maintain, and shall make available to CCPPD upon its requests, thorough and accurate records regarding his activities in connection with the project, this Application, the Energy Purchase Agreement, and the Interconnection and Service Agreement.

(4) INDEMNITY

4.1 The DG Operator hereby agrees to indemnify and hold harmless CCPPD, its directors, officers, employees, agents and representatives (each an “indemnified person”), from any and all losses, and any and all claims, liabilities, penalties, fines, costs and expenses (including interest), and all other amounts paid in settlement), judgements (including interest), and all other amounts 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, or for the contamination or impairment of any natural resource or the environment, or for any other reason, caused by (whether in whole or in part), arising from, or in any manner related to any act or omission of the DG Operator, or any person acting for or on his behalf, in connection with any activity performed or undertaken pursuant of this Application. This agreement for indemnity shall survive the expiration or other termination of this Application.

(5) BINDING EFFECT AND ASSIGNMENT

5.1 This Application shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Neither CCPPD nor the DG Operator may assign or transfer any of its or his rights, interests, or obligations under this Application without the prior written consent of the other.

5.2 If the DG Operator shall assign, sublet or otherwise transfer any part of this Application, or any of his rights, interests or obligations hereunder, the DG Operator shall be and remain as fully responsible for any acts or omissions of such assignee or transferee as if such acts or omissions had been performed by the DG Operator.

(6) NO SPECIAL RELATIONSHIP

6.1 Nothing in this Application, or in any future Interconnection and Service Agreement or Energy Purchase Agreement, shall be construed as in any way constituting or creating a partnership between or a joint venture by the parties, or any franchise, fiduciary, agency, employment or other special relationship between the parties, nor shall anything in this Application, or the Energy Purchase Agreement or the Interconnection and Service Agreement, be construed to evidence the intention of the parties to constitute or create any such relationship.

DG Operator has caused this Application to be executed as of the day and year first above mentioned.

DG OPERATOR: \_\_\_\_\_

(Printed Name)

BY: \_\_\_\_\_

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

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Addendum One to Cuming County PPD Application to Construct Distributed Generation (DG) Interconnection

(Verification of Document Transmittal for Cuming County Public Power District Administrative Use)

CCPPD DG Policies and Procedures Manual

Provided: When: \_\_\_\_\_  
(Date)

By Whom: \_\_\_\_\_  
(CCPPD Rep. Initials)

Received: When: \_\_\_\_\_  
(Date)

By Whom: \_\_\_\_\_  
(DG Operator Rep. Initials)

CCPPD Interconnection and Service Agreement

Provided: When: \_\_\_\_\_  
(Date)

By Whom: \_\_\_\_\_  
(CCPPD Rep. Initials)

Received: When: \_\_\_\_\_  
(Date)

By Whom: \_\_\_\_\_  
(DG Operator Rep. Initials)

CCPPD DG Energy Purchase Agreement

Provided: When: \_\_\_\_\_  
(Date)

By Whom: \_\_\_\_\_  
(CCPPD Rep. Initials)

Received: When: \_\_\_\_\_  
(Date)

By Whom: \_\_\_\_\_  
(DG Operator Rep. Initials)

CCPPD DG Rate Schedule AC-1

Provided: When: \_\_\_\_\_  
(Date)

By Whom: \_\_\_\_\_  
(CCPPD Rep. Initials)

Received: When: \_\_\_\_\_  
(Date)

By Whom: \_\_\_\_\_  
(DG Operator Rep. Initials)

**CCPPD APPLICATION APPROVED:**

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

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

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