



Distribution Generation Policies/Procedures/Rates

Exhibit B

Interconnection and Service Agreement

**INTERCONNECTION AND SERVICE AGREEMENT**

**Between**

**CUMING COUNTY PUBLIC POWER DISTRICT**

**and**

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This Interconnection and Service Agreement (“Agreement”) is entered into as of \_\_\_\_\_, 20\_\_\_\_, by and between Cuming County Public Power District, a public corporation and political subdivision of the State of Nebraska, hereinafter referred to as “CCPPD,” and \_\_\_\_\_, hereinafter referred to as “DG Operator”, and each at times singularly called ‘Party’ or collectively called ‘Parties’.

**WITNESSETH**

WHEREAS, CCPPD 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

WHEREAS, the DG Operator is installing certain electric generating facilities, from which excess generation is being purchased by CCPPD and said purchase is addressed in an Energy Purchase Agreement with its associated rate schedules entered into simultaneously with this Agreement between the DG Operator and CCPPD, and

WHEREAS, the Parties to this Agreement will be electrically interconnected to provide a path for the delivery of excess generation from the DG Operator’s electric generating facilities to the delivery facilities of CCPPD.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, the Parties do hereby mutually agree as follows:

**ARTICLE I  
DEFINITIONS**

- 1.1 The term “DG Operator Generation” shall mean the output from the DG Facility to be installed and owned by the DG Operator and from which excess generation over the on-site requirements of the DG Operator is being purchased by CCPPD. Said DG Facility output has total generation nominally rated at \_\_\_\_\_ Kilowatts (kW).
- 1.2 The term "DG Operator Point of Delivery" shall mean that point where the DG Operator delivers excess DG Operator Generation for receipt by CCPPD, as identified on Exhibit A to this Agreement.
- 1.3 The term “DG Facility” shall mean all systems, equipment, facilities and other items comprising or necessary to operate and maintain the DG Operator Generation, which includes obtaining and delivery of fuel, and the generator systems.
- 1.4 The term "Metering Equipment" shall mean all equipment used to meter the amount of electrical power and/or energy delivered from CCPPD to the DG Operator, the amount of electrical power and/or energy delivered from the DG Facility to the CCPPD system, and when deemed appropriate by CCPPD, the amount of total DG Facility generation.
- 1.5 The term “Point of Measurement” shall mean that point(s) where the amount of electrical power and/or energy delivered from CCPPD to the DG Operator, the amount of electrical power and/or energy delivered from the DG Facility to the CCPPD system and the amount of DG Facility generation are metered, as identified on Exhibit A to this Agreement.
- 1.6 The term “Point of Interconnection” shall mean that point where CCPPD owned facilities interconnect with CCPPD owned Interconnection Facilities, as identified on Exhibit A to this Agreement.
- 1.7 The term “Interconnection Facilities” shall mean the CCPPD-owned facilities necessary to facilitate the physical interconnection between CCPPD and the DG Operator between the DG Operator Point of Delivery and the Point of Interconnection.
- 1.8 The term “Exhibit A” shall refer to the Exhibit which is made a part of this Agreement showing the interconnection characteristics of DG Operator Point of Delivery, Point of Measurement, Point of Interconnection, Metering Equipment,

Interconnection Facilities, and any special conditions applicable to the interconnection of the DG Facility to the CCPPD distribution system. Exhibit A may be revised from time to time by mutual agreement of the Parties hereto and when properly executed by the duly authorized officers or agents of the Parties shall become a part of this Agreement.

## **ARTICLE II TERM OF AGREEMENT**

- 2.1 This Agreement shall become effective on the date first above written and shall continue in force for a period of five (5) years, unless sooner terminated in a manner herein provided. Unless prohibited by then-applicable laws or regulations, either Party may terminate this Agreement by providing at least three (3) years prior written notice, which notice can be given at any time after the second year of this Agreement. In addition, if the Energy Purchase Agreement between The DG Operator and CCPPD is terminated or no longer valid or effective for any reason, this Agreement will terminate simultaneously.
- 2.2 CCPPD shall have the right to require the DG Operator to immediately disconnect, or CCPPD will cause to be disconnected, the generation facility without advance notice or liability if: a) there are any changes or alterations to the DG facility equipment which are unapproved by CCPPD; b) in CCPPD's sole judgment, the facility has not incorporated necessary features for automatically counteracting the effect of anticipated possible sources of failure (fail-safe design); c) the facility causes any electrical problem(s) with other CCPPD customers; d) the facility may pose a risk to CCPPD employees, customers or the general public. Should this occur, it shall give CCPPD the right to terminate its agreement with the DG Operator and to recover from the DG Operator the cost and expenses incurred by CCPPD.

## **ARTICLE III APPLICABLE LAWS AND REGULATIONS**

- 3.1 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. A Party performing work within the boundaries of the other Party's facilities must abide by the safety rules applicable to the site.

**ARTICLE IV  
INTERCONNECTION FACILITIES**

- 4.01 The DG Operator shall own and be responsible for the cost, design, equipment, installation, maintenance, and renewals and replacements of the DG Facility and all facilities, except metering, from the DG Facility to the DG Operator Point of Delivery as identified on Exhibit A to this Agreement. The generation equipment must detect and operate the generator breaker for system disturbances or generator malfunctions. Said facilities/equipment installed must meet applicable codes for generation facilities of this size to include 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.
- 4.02 CCPPD shall make, or cause to make, the physical wiring connection at the DG Operator Point of Delivery.
- 4.03 CCPPD shall own and be responsible for the design, equipment, installation, maintenance, and renewals and replacements of all facilities required to deliver the DG Operator Generation from the DG Operator Point of Delivery to the Point of Interconnection, as identified on Exhibit A. These Interconnection Facilities shall include the metering equipment; step up transformer, the conduit and cable, line protection, riser and switch.
- 4.04 The DG Operator agrees to allow CCPPD access to the DG facility under both normal and emergency conditions for the purpose of inspection and testing of the interconnection equipment. Under normal conditions, CCPPD intends to provide advance notice of all site visits and will coordinate such visits with the DG Operator or the DG Operator's representative. Emergency conditions may require CCPPD access the DG facility without advance notice.
- 4.05 Upon termination of this Agreement, for any reason, either Party shall have the right to reclaim Interconnection Facilities that it owns as identified on Exhibit A.
- 4.06 CCPPD shall have sole authority to operate and maintain switches and other equipment located on CCPPD owned Interconnection Facilities.

- 4.07 The DG Operator agrees to limit generation, to the extent requested by CCPPD in order to facilitate operation and maintenance of Interconnection Facilities or CCPPD distribution facilities.
- 4.08 The DG Operator Generation shall be capable of synchronizing with an energized CCPPD distribution system. The synchronous switching which

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interconnects the generation equipment to the CCPPD line will be completed by an automatic synchronizing device to prevent damage to equipment. Upon completion of the generator connections and prior to the initial connection to the CCPPD system, The DG Operator and CCPPD will jointly check phasing and rotation between the generator and the utility system.

- 4.09 CCPPD requires periodic testing and verification of all DG-utility interconnections. The test(s) shall verify the interconnection functions as originally approved by CCPPD. The interconnection equipment shall be tested for conformity with the initial, 'as installed' test requirements. Except as may be exempted by CCPPD, the testing shall be certified by a Professional Electrical Engineer registered in the state where the project is being constructed. If required by CCPPD, the engineer shall be selected by the DG Operator and all engineering services shall be performed at the DG Operator's expense. The DG Operator shall also reimburse CCPPD for the direct, actual expenses incurred by CCPPD as a result of testing. An example of such expenses would be reimbursement for a CCPPD crew or technician to 'stand by' during testing to be available in the event problems arise.
- 4.10 If the DG Operator, at any time after the original construction of the Interconnection Facilities, requests a change or relocation of the Interconnection Facilities for any reason, a request from the DG Operator to CCPPD for such change shall be made at least six months prior to the date of the proposed change or relocation. CCPPD will provide to the DG Operator, as soon as practicable after a change or relocation request has been received, the estimated cost for the change or relocation of the Interconnected Facilities. Should The DG Operator decide to proceed with such change or relocation and prior to CCPPD starting the work associated with the project, the parties shall agree upon the terms and conditions governing such change or relocation of Interconnected Facilities. All costs for change or relocation of the Interconnected Facilities requested by The DG Operator, including but not limited to, design, engineering, material, and installation shall be borne by The DG Operator. In the event CCPPD is required to change or relocate Interconnection Facilities due to the action of any governmental entity having regulatory authority over such facilities

or upon request of change or relocation by CCPPD for any reason, then the costs of the change or relocation of the Interconnected Facilities shall be borne by CCPPD.

## **ARTICLE V DELIVERY POINT AND METERING**

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- 5.1 The excess DG Operator Generation shall be delivered by the DG Operator to CCPPD at the DG Operator Point of Delivery, as identified on Exhibit A to this Agreement, and CCPPD shall take possession of such output, as measured by metering equipment outlined on Exhibit A, at that point.
- 5.2 CCPPD shall own and be responsible for the cost, equipment, installation and maintenance to provide Metering Equipment at the Point(s) of Measurement, as shown on Exhibit A.
- 5.3 The CCPPD provided metering will meter the amount of electrical power and/or energy delivered from CCPPD to the DG Operator, the amount of electrical power and/or energy delivered from the DG Facility to the CCPPD system, and when deemed appropriate by CCPPD, the total amount of DG Facility generation. The total amount of any power and/or energy delivered to the DG Operator shall be the amount of power and/or energy that will be charged per the applicable CCPPD retail rate schedule, and for which the DG Operator shall be responsible to pay CCPPD for those assessed costs. The total amount of any power and/or energy delivered to CCPPD shall be the amount of power and/or energy that will be credited per the applicable CCPPD avoided cost rate schedule, and for such monetary amount CCPPD may either give as a credit on a future invoice to the DG Operator or as a check from CCPPD to the DG Operator.

## **ARTICLE VI DELIVERY SERVICE**

- 6.1 CCPPD takes delivery of The DG Operator Generation at the DG Operator Point of Delivery on CCPPD owned Interconnection Facilities.

- 6.2 Interconnection of the DG Facility with CCPPD's distribution system does not grant to the DG Operator the right to export power, nor does it constitute an agreement to wheel excess power.

## **ARTICLE VII OWNERSHIP OF FACILITIES**

- 7.1 Any Party having ownership of any and all equipment, and all salvageable facilities, installed on the property of the other, shall be and remain the owner of such property.

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## **ARTICLE VIII**

### **INDEMNITY**

- 8.1 The DG Operator hereby agrees to indemnify and hold harmless CCPPD, their 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 DG Operator, or any person acting for or on his 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.

## **ARTICLE IX CAPTIONS**

- 9.1 The captions of the various sections and paragraphs herein are intended for convenience of reference only and shall not define or limit any of the terms or provisions hereof.



**ARTICLE X  
WAIVER**

10.1 Any waiver at any time by a Party of its rights, or any delay in enforcing its rights, with respect to any default by the other Party hereto, or with respect to any other matter arising out of or related to this Agreement, shall not be considered a waiver with respect to any other default or matter.

**ARTICLE XI  
ASSIGNMENT OF AGREEMENT**

11.1 This Agreement may not be assigned by the Parties or assumed by any successor of the Parties hereto without the written consent of the other Parties.

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11.2 This Interconnection and Service Agreement and all related documents are not transferable to parties, DG facilities or DG equipment other than those identified in said documents. If the DG facility undergoes a change of DG Operatorship, or the facility is modified, any existing agreements between the previous DG Operator and CCPPD are considered null and void. The new DG Operator, or the DG Operator of a modified DG facility, does not have CCPPD permission for closed transition operation, and such circumstances will require the execution of a new Interconnection and Service Agreement. Refer to the CCPPD Distributed Generation (DG) Policies and Procedures Manual's Section 6 - The Approval Process for DG Installations renewal requirements for additional information.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed, in duplicate, by their duly authorized officers or representatives as of the day and year first above written.

**CUMING COUNTY PUBLIC POWER DISTRICT:**

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

Typed Name: \_\_\_\_\_

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

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

**DG OPERATOR:**

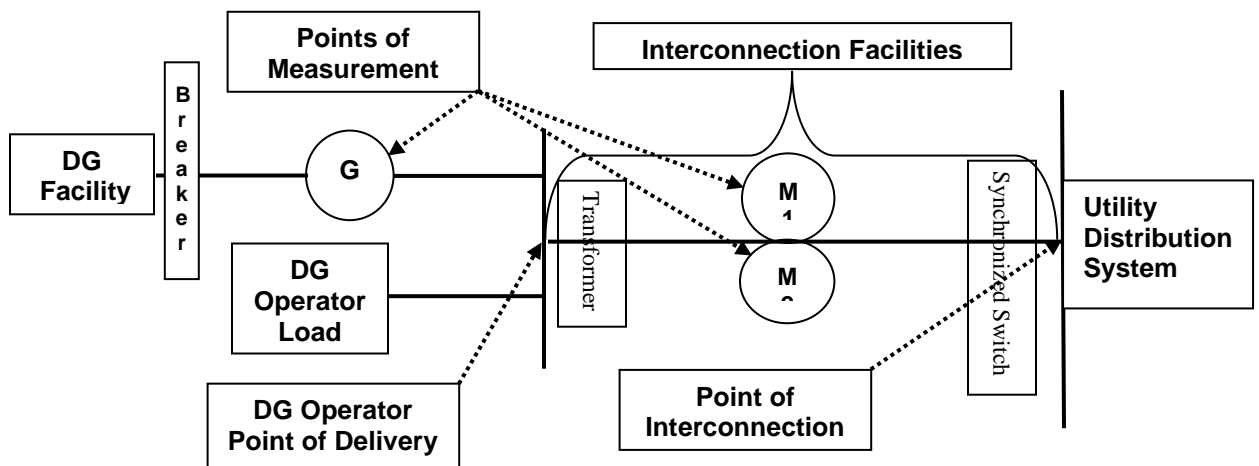
By: \_\_\_\_\_

Typed Name: \_\_\_\_\_

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

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

**INTERCONNECTION AGREEMENT - EXHIBIT A**  
**BETWEEN**  
**CUMING COUNTY PUBLIC POWER DISTRICT**  
**AND**  
**DG OPERATOR**



***Note: Drawing is not to scale***

**INTERCONNECTION AGREEMENT TERM**

Commencing: \_\_\_\_\_, 20\_\_  
Ending - Pursuant to Article II of Interconnection Agreement

**EXHIBIT A TERM**

Commencing: \_\_\_\_\_, 20\_\_  
Revisions: Pursuant to Article IV of Interconnection Agreement  
Ending: Coincident with Interconnection Term

**DG OPERATOR POINT OF DELIVERY:**

The low side terminal of the step up transformer

**POINT OF INTERCONNECTION**

Point where CCPPD distribution facilities connect to the pole top switch

**POINT OF MEASUREMENT**

- Meter M1: Located at the Point of Interconnection and measures all DG Operator purchases
- Meter M2: Located at the Point of Interconnection and measures all DG Operator exports to CCPPD  
(Meters M1 and M2 may be a single or separate meters at the discretion of CCPPD)
- Meter G: Located on/at the DG Facility and measures all DG Facility Generation  
(Installed at the discretion of CCPPD)

**APPROVED:**

By: \_\_\_\_\_  
Cuming County Public Power District

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
DG Operator

\_\_\_\_\_  
Date