



OPPD CUSTOMER-OWNED GENERATION INTERCONNECTION AGREEMENT

This Customer-Owned Generation Interconnection Agreement (the "Agreement") is entered into as of the date set forth below ("Effective Date") by and between the Omaha Public Power District ("OPPD") and ("Owner"). OPPD and the Owner are hereinafter sometimes collectively referred to as the "Parties" and individually as a "Party".

Recitals

- A. OPPD is the owner of that certain electric distribution system (the "OPPD Distribution System") serving the City of Omaha, Nebraska, and adjacent territory comprising all of Douglas, Sarpy and Washington counties and portions of Cass, Saunders, Dodge, Otoe, Nemaha, Johnson, Pawnee, Richardson, Burt and Colfax counties.
- B. Owner desires to install a customer-owned generation facility and/or energy storage device(s), including related interconnection equipment (collectively, the "COG Facility") and to interconnect the COG Facility to the OPPD Distribution System.
- C. Contemporaneously with Owner's submission of this Agreement, Owner is submitting to OPPD an Interconnection Application for Customer-Owned Generation, with supporting materials, in form substantially similar to Exhibit "A" attached hereto and incorporated herein by this reference, for OPPD's review and approval (the "Interconnection Application").
- D. Owner desires to interconnect the COG Facility to the OPPD Distribution System and OPPD is willing to permit such interconnection subject to the terms and conditions set forth in: (i) this Agreement; (ii) the approved Interconnection Application, (iii) OPPD's applicable Service Regulations and Rate(s) (the "Service Regulations"), as amended by OPPD from time to time, and (iv) the Customer-Owned Generation Interconnection Manual (the "COG Manual"), as amended by OPPD from time to time.

Now Therefore, in consideration of the foregoing Recitals and for good and valuable consideration, OPPD and Owner agree as follows:

Article 1.

Interconnection Application Representations and Warranties

- 1.1. Owner represents and warrants that (i) it is the owner of, or has the exclusive right to lease and/or operate, the COG Facility, identified in the Interconnection Application; (ii) the COG Facility is fully and accurately described in the Interconnection Application; and (iii) all information in the Interconnection Application is true and correct.

Article 2.

Term and Compliance Requirements

- 2.1. Term. This Agreement shall commence on the Effective Date and shall continue in effect until terminated by any of the following:
 - (i) Mutual written agreement by the Parties;
 - (ii) Abandonment or removal of the COG Facility by Owner;
 - (iii) By OPPD pursuant to Article 5 of this Agreement; or
 - (iv) By Owner upon thirty (30) days prior written notice to OPPD.

2.2. COG Manual; Owner Responsibilities. Owner acknowledges its receipt and review of the most recent version of the COG Manual. Owner hereby agrees to construct, interconnect, operate and maintain the COG Facility in accordance with:

- (i) All of OPPD's applicable Service Regulations, as amended from time to time,
- (ii) The COG Manual, as amended from time to time, and
- (iii) all applicable manufacturer recommendations, laws, codes, regulations, operating requirements and standards.

2.2.1. In the event of a conflict between any of the foregoing, such documents shall govern in the following order: first, the applicable Service Regulations; second, the COG Manual; third, the Interconnection Application; and fourth, this Agreement.

2.3. Responsibilities of the Parties:

2.3.1. Each Party to this Agreement shall operate, maintain, repair, and inspect, and shall be fully responsible for the facilities that it now or subsequently may own, unless otherwise specified herein, and shall do so in a manner as to reasonably minimize the likelihood of a disturbance adversely affecting or impairing the other party or the OPPD Distribution System.

2.3.2. Unless otherwise agreed in writing, each Party shall be responsible for the safe installation, maintenance, repair and condition of their respective lines and appurtenances on their respective sides of the Point of Common Coupling.

2.4. Objectionable Operation. The normal operation of the COG Facility shall not cause objectionable electrical disturbances external to the COG Facility, as determined by OPPD.

2.5. Third Party Aggregation. Owner agrees that they will not enter into an agreement or arrangement with any third party for the use of the COG Facility for any market services including but not limited to energy, capacity, spinning reserves, supplemental/non-spinning reserves, frequency, voltage or inertial regulation, and other ancillary services without first providing OPPD with 14-days prior written notice of Owner's intent to enter into such agreement or arrangement provided at: ProductsAndServices@oppd.com.

Article 3.

Testing and Inspection; Right of Access

3.1. Installation. Owner represents and warrants that the COG Facility will be installed in accordance with the design approved by OPPD, and the COG Facility will comply throughout the Term of this Agreement with all requirements of the COG Manual.

3.2. Equipment Testing and Inspection. Owner shall test and inspect its COG Facility prior to interconnection to the OPPD Distribution System. Such testing shall be in accordance with IEEE 1547 Standards and the requirements set forth in the COG Manual. Owner shall notify OPPD at least ten (10) business days in advance, or such shorter notice as may be agreed in writing by OPPD, of Owner's commencement date to test the COG Facility. OPPD's personnel may attend, observe and participate in such tests. Upon completion of successful testing, Owner shall submit to OPPD a request for final inspection (the "Witness Test") and interconnection of the COG Facility.

3.2.1. In the event that OPPD determines, in the exercise of its sole discretion, as a result of the inspection, testing and/or documentation review of the COG Facility, that the COG Facility is unacceptable for interconnection, OPPD shall provide Owner written notice of the COG Facility's deficiencies. Such notice shall include a list of all noted COG Facility equipment or documentation issues that must be remedied. Owner shall be solely responsible for correcting all deficiencies and notifying OPPD of readiness for re-inspection and testing of the COG Facility.

3.3. Continued Periodic Testing. The Owner shall test and inspect the COG Facility, from time to time thereafter, in accordance with the COG Manual and OPPD's operating procedures, provide OPPD with the opportunity to observe such testing and inspection,

and provide the results of any such testing and inspection to OPPD. Periodic maintenance tests will include electrical verification of protective device calibration and verification of interconnection breaker tripping by each interconnection protective device, as well as current transformer continuity and insulation integrity tests, unless these requirements are altered by OPPD.

- 3.4. Right of Access. At reasonable hours, and upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, OPPD shall have access to the COG Facility, the COG Equipment and to all related interconnection equipment for any reasonable purpose in connection with the performance of the obligations imposed on it by this Agreement or if necessary to meet its legal obligation to provide service to its customers.
- 3.5. Production Data. Upon reasonable notice, Owner will provide OPPD with access to historical production data for the COG Facility in order to assist OPPD in its future business planning.

Article 4. **Interconnection Facilities**

- 4.1. Interconnection Facilities. The Owner shall be responsible for all expenses associated with (1) constructing, owning, operating, maintaining, repairing, and replacing the COG Facility and Owner's interconnection equipment, and (2) operating, maintaining, repairing, and replacing the OPPD Interconnection Facilities.

Article 5 **Termination; Disconnection**

- 5.1. Termination. No termination shall become effective until the Parties have complied with all applicable laws and regulations related to such termination.
- 5.1.1. Owner may terminate this Agreement at any time by giving OPPD thirty (30) days prior written notice; or
- 5.1.2. Either Party may terminate this Agreement if the other Party has defaulted or failed to comply with the terms of this Agreement and failed to cure such default within thirty (30) days after receiving written notice of the default or failure.
- 5.2. Upon termination of this Agreement, the COG Facility will be disconnected from the OPPD Distribution System. The termination of this Agreement shall not relieve either party of its liabilities and obligations, owed or continuing at the time of the termination. The provisions of this Article shall survive termination or expiration of this Agreement.
- 5.3. Disconnection of the COG Facility. OPPD may disconnect the COG Facility from the OPPD Distribution System without notice, unless otherwise specifically contemplated below, if OPPD, in its sole discretion, determines any of the conditions or events specified in the COG Manual have occurred.
- 5.4. Reconnection. The Parties shall cooperate with each other to restore the COG Facility, the related interconnection equipment, and the OPPD Distribution System to their normal operating state as soon as reasonably practicable following a temporary disconnection.

Article 6 **Miscellaneous Requirements**

- 6.1. Mutual Understanding.
- 6.1.1. Fault sensing and clearing are inherent to any electric utility design for the safe and reliable operation of the system. This equipment does not prevent fault conditions but limits the duration and severity of the fault. Personnel and equipment at

or near the fault location will experience the damaging effects of a short circuit - abnormal voltages and currents - until the protective equipment interrupts the fault.

- 6.1.2. The addition of interconnected generation will contribute to the available fault currents. The COG interconnection automatically subjects the COG Owner to the liabilities associated with utility fault conditions. The Owner shall have the sole obligation to properly maintain Owner's COG Facility and related equipment and assumes all liabilities related thereto.
 - 6.1.3. OPPD will endeavor to supply, but does not guarantee, uninterrupted service. Interruptions of service for repairs, alterations, want of supply, conditions on the Owner's premises dangerous to persons or property, or service of the Owner or others shall not be a breach of this Agreement and shall not subject OPPD to any liability by operation of law.
 - 6.1.4. OPPD shall have the right to require the Owner to immediately disconnect the COG Facility without advance notice if there are any changes of the Owner's COG Facility or any alterations that have not been approved by OPPD or if, in OPPD's sole judgment, the Owner's COG Facility will not be fail-safe or if it causes any electrical problem(s) with OPPD's electric system or other OPPD customers or may pose a risk to OPPD employees, customers or the general public.
 - 6.1.5. The failure of the Owner to comply with any of the covenants or obligations contained herein shall give OPPD the right to terminate this Agreement and to recover from the Owner the cost and expenses incurred by OPPD hereunder.
- 6.2. Indemnification. Owner shall defend, indemnify, and hold harmless OPPD and, its directors, officers, agents, and employees from and against all loss, damage, expense, claim or liability of any kind (including but not limited to personal injury or death of any person) resulting from or arising out of or in any way connected with the COG Facility or Owner's related interconnection equipment in any manner directly or indirectly, or arising out of operation of the COG Facility (whether by Owner or Owner's representative), except in those cases where loss occurs due solely to the gross negligence or willful misconduct of OPPD. The obligation of the Owner under this paragraph, accrued or not, then known or unknown, shall be continuing as to any act, occurrence, or omission occurring prior to or following the termination of the Agreement.
- 6.3. Force Majeure. As used in this Section, a Force Majeure Event shall mean any act of God, labor disturbance, act of the public enemy, war, acts of terrorism, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a party's control. A Force Majeure Event does not include an act of negligence or intentional wrongdoing. If a Force Majeure Event prevents a Party from fulfilling any obligations under this Agreement, except for payment obligations, the Party affected by the Force Majeure Event shall promptly notify the other Party in writing of the existence of the Force Majeure Event. The notification must specify in reasonable detail the circumstances of the Force Majeure Event, its expected duration, and the steps that the affected Party is taking to mitigate the effects of the event on its performance. The affected Party will be entitled to suspend or modify its performance of obligations under this Agreement (other than the obligation to make payments) only to the extent that the effect of the Force Majeure Event cannot be reasonably mitigated. The affected Party will use reasonable efforts to resume its performance as soon as possible.
- 6.4. Limitation of Damages. To the fullest extent permitted by law, the Parties agree that they shall not be liable to each other for any special, incidental, indirect or consequential damages, including, but not limited to, loss of profits or revenues, loss of use, loss of opportunity, loss of goodwill, cost of substitute facilities, goods or services, cost of capital, cost of replacement transportation, governmental and regulatory sanctions, or claims of customers for such damages.
- 6.5. Liability Insurance. This Section does not apply to Owners that are net metered customers. For all other installations, to the maximum extent allowed under applicable law, the Owner shall maintain in full force and effect, general liability insurance for personal injury and property damage in an amount no less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate.
- 6.6. No Third-Party Beneficiaries. This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.

- 6.7. Assignment/Transfer of Ownership of COG Facility. Owner shall not assign this Agreement without the prior written consent of OPPD, which consent shall not be unreasonably withheld. Any attempt to assign this Agreement without OPPD's consent will void this Agreement and make it of no further force or effect.
- 6.8. Waiver. The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party. Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this Agreement.
- 6.9. Entire Agreement. This Agreement, the Interconnection Application, the COG Manual and all rules and regulations referenced herein, constitute the entire Agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the parties with respect to the subject matter of this Agreement. There are no other agreements, representations, warranties, or covenants which constitute any Part of the consideration for, or any condition to, either Party's compliance with its obligations under this Agreement.
- 6.10. Multiple Counterparts. This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.
- 6.11. No Partnership. This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.
- 6.12. Severability. If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other governmental authority, (i) such portion or provision shall be deemed separate and independent, (ii) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (iii) the remainder of this Agreement shall remain in full force and effect.
- 6.13. Governing Law. This Agreement shall be governed by and interpreted in accordance with the statutory and decisional law of the State of Nebraska, without regard to its conflicts of law as principles.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written below.

OMAHA PUBLIC POWER DISTRICT

Signature:

Name:

Title:

OWNER

Signature:

Name:

Company:

Date:

Address of COG Facility:

Phone #: