

**SMALL GENERATION
INTERCONNECTION AND SERVICE AGREEMENT
Between
Niobrara Valley Electric Membership Corporation
And**

This Small Generation Interconnection and Service Agreement (“Agreement”) is entered into as of _____, 20__, by and between Niobrara Valley Electric Membership Corporation, a State of Nebraska corporation, hereinafter referred to as “NVEMC,” 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 NVEMC 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 to accommodate the Customer’s desire to install small generation facilities with a capacity rating of _____kW or less at a single site.

1.02 The Customer’s energy generating facilities will be electrically interconnected with NVEMC to allow the generating facilities to operate synchronous with NVEMC’s system and provide a path for the delivery of energy from NVEMC’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 NVEMC. The Customer’s energy generating facilities will be equipped to automatically isolate the qualified facility from the electrical system in the event of an electrical power outage or other conditions where the line is de-energized.

1.03 All transactions and service provided to the Customer under this Agreement, including payment to the Customer for excess generation delivered to NVEMC, shall be conducted and provided as outlined by the policies and/or pricing exhibits that are attached to and shall become a part of this Agreement. NVEMC retains and reserves the right, power and authority to modify, revise, amend, replace or repeal said policies and/or pricing schedules for any interconnected generation, in whole or in part, by resolution adopted by the NVEMC Board of Directors. **For net metering customers only**, the excess generation will be at NVEMC’s avoided cost based on the schedules adopted by the NVEMC Board of Directors.

1.04 NVEMC shall have the right to require the Customer to immediately disconnect, or NVEMC will cause to be disconnected, all services without advance notice or liability if the facility causes any offending power quality issues(s) with other NVEMC customers or if the facility may pose a risk to NVEMC employees, customers, or the general public. Should this occur, it shall give NVEMC the right to terminate its agreement with the Customer and to recover from the Customer the cost and expenses incurred by NVEMC.

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 the Underwriters Laboratories, Inc., as identified in the approved application for interconnection.

1.06 Interconnection of the generating facility with NVEMC's utility distribution system does not grant to the Customer the right to export power using the NVEMC utility distribution system, nor does it constitute an agreement to wheel excess power.

1.07 Written proof of inspection certification by the Nebraska State Electrical Division must be provide prior to interconnection.

1.08 In the event there is any inconsistency between the provisions of this Agreement and any policy adopted by the NVEMC Board of Directors governing small generation purchases, the policy provisions adopted by the NVEMC Board of Directors shall govern.

1.09 This Agreement shall become effective on the date of its execution above, and unless sooner terminated in a manner herein provided, shall continue in full force and effect for an initial term of five (5) years, and shall continue thereafter until terminated by not less than one (1) year written notice of termination by either party.

1.10 In the event of a transfer of ownership of the property and associated interconnected generation, it is the customer's (seller's) responsibility to notify the utility of the transfer. It is also the responsibility of the customer (seller) and to inform the buyer that prior to operation of the interconnected generation a new interconnection agreement must be signed.

SECTION 2 – FACILITIES AND METERING

2.01 The Customer grants to NVEMC the right to install, test, maintain, inspect, replace, repair, connect, and disconnect 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 thereof.

2.02 The Customer also grants to NVEMC the right of ingress to and egress from the location of the Customer's generation facilities and also grants the right at reasonable times to read and inspect all meters which are installed on the property of the Customer.

2.03 Metering equipment will be installed in compliance with board policies and will be used to measure the amount of Customer generation output, the amount of electrical power and energy delivered from NVEMC to the Customer to serve load, and the amount of electrical power and energy, if any, delivered from the Customer. Additional metering may be installed and used to measure the total amount of customer generation at the generating facility.

2.04 The Customer will supply a visible break and lockable disconnect located within 10' of NVEMC's electric meter on a separate support structure.

2.05 Any costs associated for additional facilities or upgrades required for installation and service of the generation facility are the responsibility of the customer and are outlined in the attached exhibit _____.

SECTION 3 – LIABILITY AND INDEMNITY

3.01 The Customer hereby agrees to indemnify and hold harmless NVEMC, 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 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 Customer, or any person acting for or on his/her 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.

3.02 In no event shall NVEMC 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, even if NVEMC is expressly informed of the same.

SECTION 4 - APPROVAL

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

Niobrara Valley Electric Membership Corporation:

By: _____

Printed Name: _____

Title: _____

Date: _____

CUSTOMER:

By: _____

Printed Name: _____

Title: _____

Date: _____