

**SMALL RENEWABLE ENERGY GENERATION
INTERCONNECTION AND SERVICE AGREEMENT**
Between
BURT COUNTY PUBLIC POWER DISTRICT
And

This Small Renewable Energy Generation Interconnection and Service Agreement (“Agreement”) is entered into as of _____, 2009, by and between Burt County Public Power, a public corporation and political subdivision of the State of Nebraska, hereinafter referred to as “Burt County PPD,” 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 – Burt County PPD 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 renewable energy generation 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 Burt County PPD to allow the generating facilities to operate synchronous with Burt County PPD’s system and provide a path for the delivery of energy from Burt County PPD’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 Burt County PPD.

1.03 - All transactions and service provided to the Customer under this agreement, including payment to the Customer for excess generation delivered to Burt County PPD, 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. Burt County PPD retains and reserves the right, power and authority to modify, revise, amend, replace or repeal said policies and/or rates schedules, in whole or in part, by resolution adopted by the Burt County PPD Board of Directors.

1.04 - In the event the interconnection causes or presents a risk to Burt County PPD, its employees, its customers or the general public, Burt County PPD shall have the right to require the Customer to immediately disconnect the generation facility. Furthermore, Burt County PPD shall retain the right to disconnect the generation facility without advance notice for liability if it is determined by Burt County PPD that the facility has caused or may

cause any problem(s) or interference Burt County PPD's facilities, equipment or distribution lines or other Burt County PPD customers or if the facility presents a danger to Burt County PPD employees, customers or the general public. Burt County PPD 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 Burt County PPD's utility distribution system does not grant to the Customer the right to export power to the Burt County PPD utility distribution system, nor does it constitute an agreement to transmit excess power or energy to others using Burt County PPD facilities or equipment.

1.07 - This Agreement shall become effective on the date first above written and shall continue in force for a period of five (5) years, unless terminated in a manner herein provided. Except as otherwise provided in Section 1.04, either Party may terminate this Agreement by providing at least one (1) year prior written notice, which notice can be given at any time after the fourth year of this Agreement.

SECTION 2 – FACILITIES AND METERING

2.01 - The Customer grants to Burt County PPD 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 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 further grants to Burt County PPD 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 Burt County PPD that will measure the amount of Customer generation output, the amount of electrical power and energy delivered from Burt County PPD to the Customer, and the amount of electrical power and energy delivered from the Customer to Burt County PPD.

SECTION 3 – LIABILITY AND INDEMNITY

3.01 - The Customer hereby agrees to indemnify and hold harmless Burt County PPD, 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 behalf, in connection with any activity performed or undertaken pursuant to this Agreement. This provision shall survive the expiration and/or termination of this Agreement.

3.02 - In no event shall Burt County PPD 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 must be able to provide insurance coverage as outlined in Burt County PPD policies to protect Burt County PPD from all damages and claims that may arise under this Agreement.

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.

BURT COUNTY PUBLIC POWER DISTRICT:

By: _____

Printed Name: _____

Title: _____

Date: _____

CUSTOMER:

By: _____

Printed Name: _____

Title: _____

Date: _____