



Distributed Generation Policies/Procedures/Rates

Exhibit C

Energy Purchase Agreement

For 25 kW or Less and Net Metered

ENERGY PURCHASE AGREEMENT
between
NORTH CENTRAL PUBLIC POWER DISTRICT
and

Name of Customer-Generator

This Energy Purchase Agreement (“Agreement”) is entered into as of _____, 20____, by and between North Central Public Power District, a public corporation and political subdivision of the State of Nebraska, hereinafter referred to as “NCPD,” and _____, hereinafter referred to as “Customer-Generator”, each sometimes hereinafter referred to singularly as “Party” or collectively as “Parties”.

WITNESSETH

WHEREAS, NCPD owns and operates an integrated electric utility, including facilities for the purchase, transmission, distribution and sale of electric power and energy, and

WHEREAS, the Customer-Generator owns and operates a _____ operation located near _____, Nebraska, and has determined that he will acquire, install, own and operate a _____ project that will incorporate an electric generator that using _____ as fuel, and

WHEREAS, the Customer-Generator is a total requirements electric customer of the NCPD, and NCPD is a total requirements wholesale electric customer of Nebraska Electric Generation and Transmission Cooperative, Inc. (“NEG&T”), and

WHEREAS, it has been determined by NCPD and NEG&T, that NCPD may utilize any excess generation above the Customer’s-Generator’s on-site requirements from the Customer’s-Generator’s proposed electric generation facilities without violating the intent and spirit of said total requirements wholesale power supply contract between NCPD and NEG&T, and

WHEREAS, the Customer-Generator desires to sell to NCPD, and NCPD desires to purchase said excess generation of the Customer’s-Generator’s electric generation facilities under the terms and conditions set forth below, and

WHEREAS, the Parties hereto will enter into an Interconnection and Service Agreement, effective simultaneously with this Agreement, which will provide for interconnection and delivery of the output of the Customer's-Generator's generating facilities.

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

**ARTICLE I
TERM OF AGREEMENT**

- 1.1 This Energy Purchase Agreement shall become effective on the date first above written; provided, however, this Agreement shall not become effective until the Interconnection and Service Agreement has been fully executed and is in full force and effect between the Parties, and shall continue in force for a period of _____ (___) years and thereafter, unless sooner terminated as herein provided. 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 Interconnection and Service Agreement between the Parties is terminated or no longer valid or effective for any reason, this Agreement will terminate simultaneously.

**ARTICLE II
GENERATOR PROVISIONS**

- 2.1 The Customer-Generator shall own and be solely responsible for the generator and its cost, design, associated equipment, installation, operation, maintenance, and renewals and replacements, retirement and removal, and any and all costs or liabilities associated with any thereof.
- 2.2 The generation to be installed has a total nominal rating of _____ Kilowatts (kW) and will run continuously, as fuel is available, for energy production.
- 2.3 The Customer-Generator and NCPPD Public Power District shall enter into an Interconnection and Service Agreement simultaneously with this Agreement, which among other things outlines the point of interconnection, ownership and cost responsibilities of the interconnection facilities, metering equipment, and service provisions for the delivery of generator output.

ARTICLE III

ENERGY PRICE AND PAYMENTS

- 3.1 The Customer-Generator agrees to sell and deliver to NCPPD, and NCPPD agrees to purchase, such electric output of the Customer-Generator electric generator which exceeds the on-site requirements of the Customer-Generator. For the total amount of any power and/or energy delivered to NCPPD pursuant to this Agreement, NCPPD agrees to reimburse the Customer-Generator, either through a credit on a future invoice to the Customer-Generator or by means of a direct payment from NCPPD to the Customer-Generator, an amount equal to the calculated avoided cost as outlined in the NCPPD Rate Schedule AC-1, a current copy of which is attached to this Agreement, and made a part hereof by reference.
- 3.2 Avoided costs are determined using the rates paid by NCPPD and NEG&T for wholesale power and energy as its basis. The aforementioned Rate Schedule AC-1 will be revised from time to time as said wholesale rates paid by NCPPD are modified. In that event, NCPPD shall provide a revised Rate Schedule AC-1 to the Customer-Generator at least 30 days prior to the implementation of said schedule, and any such amended rate schedules applicable to this Agreement shall be provided without the necessity of a formal amendment to this Contract. All rates, rate schedules, and revisions thereto, are done in accordance with the action taken by, and approval of, the NCPPD Board of Directors.
- 3.3 The Customer-Generator will retain all rights to any federal production tax credits that might at any time be attributed to electric generation from his project. In consideration of NCPPD's purchase of electric energy from the Customer-Generator pursuant to this Agreement, NCPPD will receive all right, title and interest in and to any environmental attributes associated with electric energy generated by the Customer-Generator and sold and delivered to NCPPD pursuant to this Agreement, the same sometimes being commonly referred to as "renewable energy credits," or "green tags," or by similar terms. In furtherance of the preceding sentence, the Customer-Generator agrees that he will execute and deliver all documentation reasonably requested by NCPPD to effectively evidence the transfer of such rights, title and interest to NCPPD.

ARTICLE IV FUEL

- 4.1 The Customer-Generator shall be responsible for providing all fuel for the operation of the generator.
- 4.2 The Parties agree that in the event that The Customer-Generator is prohibited by any court or governmental agency having jurisdiction from using _____ for the operation of the generating facilities, and such prohibition or unavailability of fuel continues for a period of six months, NCPPD shall have the right to immediately terminate this Agreement upon written notice to the Customer-Generator.

**ARTICLE V
DELIVERY POINT / METERING**

- 5.0 All metering equipment to determine the electrical power and/or energy delivered from NCPPD to the Customer-Generator, the amount of electrical power and/or energy delivered from the DG Facility to the NCPPD system, and when deemed appropriate by NCPPD, the total amount of DG Facility generation shall be installed, owned, operated and maintained by NCPPD as outlined on Exhibit A to the Interconnection and Service Agreement which has been executed by the Customer-Generator and NCPPD. Delivery point(s) for power and energy are outlined as well on said Exhibit A.

**ARTICLE VI
RESPONSIBILITIES OF THE CUSTOMER-GENERATOR**

- 6.1 The Customer-Generator shall in consideration of the payments by NCPPD pursuant to this Agreement, and without any additional charge to NCPPD:
- A. Operate its generating facilities to provide energy in accordance with standard operating procedures for similarly operated plants.
 - B. Maintain generating facilities in good operating condition.
 - C. Notify authorized NCPPD personnel of scheduled outages of all or any part of the generating facilities.
 - D. Allow periodic inspection by NCPPD of the generating facilities and periodically demonstrate generation capability according to generator test runs, when requested by NCPPD.

- E. Prepare and submit to NCPPD such reports concerning the generating facilities as may be reasonably requested and on forms as provided by NCPPD.
- F. Indemnify and hold harmless NCPPD, 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 Customer-Generator, 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.
- G. Decide whether or not to insure against physical damage to all or any part of the Customer-Generator property, and the Customer-Generator agrees that NCPPD and its representatives shall not be liable for, and the Customer-Generator shall hold harmless NCPPD and its representatives from any losses, or damage to such property or for expenses incidental to such loss or damage.

**ARTICLE VII
RESPONSIBILITIES OF NCPPD**

- 7.1 NCPPD agrees to notify the Customer-Generator when the Customer-Generator is to operate its generation facilities for test purposes and NCPPD agrees to give The Customer-Generator as much advance notice of required operations as is feasible under the circumstances then existing.
- 7.2 NCPPD shall provide to the Customer-Generator the phone number of the appropriate personnel to notify for outages whether such outages are planned or for emergency conditions.

ARTICLE VIII

ACCREDITATION OF GENERATION CAPACITY

- 8.1 NCPPD shall have the right to use the tested capacity in kW of the Customer-Generator generation facilities for its use. The Parties agree that the tested capacity as used herein refers only to the accredited capacity of the Customer-Generator generating facilities, and ownership of such facilities shall remain solely with the Customer-Generator and this Agreement is not intended to, and shall not be construed or deemed to, constitute or create any lien or encumbrance in respect of such facilities.
- 8.2 For NCPPD to be allowed to use the capacity of the generation in its resource mix NCPPD must meet criteria for accreditation by the responsible agency with jurisdiction over requirements for accreditation. At the time this Agreement is entered into, the Mid-Continent Area Power Pool (MAPP) is the responsible accrediting agency. NCPPD will follow all policies, procedures, requirements, criteria and the like issued by MAPP or the responsible accrediting agency in accrediting the Customer-Generator generation.

ARTICLE IX ASSIGNMENT

- 9.1 This Agreement may not be assigned by the Parties hereto without the written consent of the other Party.
- 9.2 This Energy Purchase 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 Customer-Generator, or the facility is modified, any existing agreements between the previous Customer-Generator and NCPPD are considered null and void. The new Customer-Generator, or the Customer-Generator of a modified DG facility, does not have NCPPD permission for closed transition operation, and such circumstances will require the execution of a new Energy Purchase. Refer to the NCPPD Distributed Generation (DG) Policies and Procedures Manual's Section 6 – The Approval Process for DG Installations renewal requirements for additional information.

ARTICLE X REPORTS

- 10.1 The Customer-Generator will furnish, or cause to be furnished to, NCPPD such information as is necessary for making any computation required pursuant to this Agreement and the Parties will cooperate in exchanging such additional information as may be reasonably necessary for their respective operations.

**ARTICLE XI
CAPTIONS**

11.1 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 of provisions hereof.

**ARTICLE XII
WAIVERS**

12.1 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 XIII
NO SPECIAL RELATIONSHIP**

13.1 Nothing in this Energy Purchase Agreement or the Interconnection and Service 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 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.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in duplicate by their duly authorized officers or representatives and their corporate seals to be hereunto affixed as of the dates indicated below.

NORTH CENTRAL PUBLIC POWER DISTRICT:

CUSTOMER-GENERATOR:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____