

## **AGREEMENT FOR METERING OF A 1.6 MW SOLAR GENERATION FACILITY INTERCONNECTED TO THE CITY OF CRETE, NEBRASKA'S 34.5 kV SYSTEM**

This Agreement (Agreement) is made, entered into and effective this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between Nebraska Public Power District (NPPD), a public corporation and political subdivision of the State of Nebraska, City of Crete, Nebraska (Customer), a municipal corporation and political subdivision of the State of Nebraska, each sometimes hereinafter referred to singularly as "Party" and collectively as the "Parties".

### **RECITALS**

This Agreement between NPPD and Customer pertains to Sandhills Energy's (SE Solar) ownership and ongoing operation and maintenance of certain 13.8 kV facilities related to certain NPPD-owned and Customer-owned metering equipment for the operation of SE Solar's solar generation facility interconnected to Customer's 34.5 kV system.

Customer, is a wholesale customer of Municipal Energy Agency of Nebraska (MEAN), where Customer receives its electric power and energy requirements from MEAN, and transmission service over NPPD's transmission system via MEAN's transmission service agreements with Southwest Power Pool (SPP) and NPPD.

Customer and NPPD are parties to a Restated and Amended Interconnection and Interchange Agreement effective April 1, 2025 (IIA).

Customer has agreed to purchase energy via a power purchase agreement from SE Solar's 1.6 MW solar generation facility constructed and installed in Crete, Nebraska, where such power purchase agreement provides the Customer access to the SE Solar facility.

Customer did not install metering equipment capable of providing real time meter data to NPPD. Customer desires to own a revenue meter second in series to NPPD's revenue meter to measure energy production from the solar generation facility as a check meter for SE Solar's purchase power agreement with the Customer.

Customer and NPPD shall operate and maintain its equipment, including coordination with the SE Solar solar generation facility, to minimize the likelihood of a disturbance on the Parties' facilities in accordance with the IIA.

The Parties are entering into this Agreement so that NPPD may perform certain services for Customer related to billing and provide the ability to coordinate operations (where Customer's 34.5 kV electric system operates in parallel with NPPD's electric system) of the solar generation facility with NPPD's electric system.

### **AGREEMENT**

NPPD and Customer agree to the following terms and conditions for the purpose of monitoring and recording solar energy production:

1. Prior to entering into this Agreement, Customer (or its agent) was required to submit at the end of the month to NPPD the hourly meter data for the energy production from the solar generation facility referenced herein. By NPPD installing its revenue meter for the facility pursuant to this Agreement, the hourly meter data is considered to be provided and no

monthly submittal of hourly meter data from Customer (or its agent) to NPPD would be required so long as NPPD's meter operates in accordance with this Agreement.

2. NPPD has requested access via designated, graded ingress and egress areas to SE Solar's solar generation facility to install, at NPPD's expense, a NPPD-owned revenue meter and NPPD-owned potential transformers (PTs), utilizing Customer's existing revenue metering equipment located in Customer pad mounted transformer. NPPD's meter requires Customer to maintain and operate Customer's metering equipment, with exception to NPPD-owned PTs and have Customer-owned revenue meter, if any, installed in series beyond NPPD's meter. If Customer's metering equipment does not conform to NPPD's standard metering equipment, and should Customer not maintain and operate its metering equipment in accordance with all applicable NPPD requirements, including the ability for NPPD's meter to be energized at all times, Customer will ensure that SE Solar will not produce energy from the solar generation facility until Customer metering equipment is restored to a condition acceptable to NPPD or, if necessary, until NPPD is able to install a complete overhead metering platform at Customer's expense.
3. Further, NPPD agrees to allow such a metering configuration in accordance with the following:
  - a. NPPD will own on the exterior of Customer pad mounted transformer, an NPPD meter, an NPPD meter enclosure and NPPD extensions of secondary metering wires from the NPPD meter, and PT's within customer pad mounted transformer.
  - b. Parties agree that Customer will maintain at its own expense, a metering cabinet, a test switch, secondary conductors, CTs, equipment grounds and a support structure adjacent and up to the NPPD meter. Metering CT polarity orientation shall be such that CT primary polarity markings be connected facing toward electrical grid.
  - c. Parties will ensure that arrangements are in place for NPPD to own and maintain its meter first in series to any Customer owned metering equipment. If SE Solar and/or Customer requires an additional meter, such meter(s) will be installed second in series to NPPD in a manner which ensures the accuracy of Customer-owned metering utilizing such instrument transformers and associated wiring.
  - d. Customer will ensure that it will notify NPPD prior to any changes to the interfacing between 1) Customer meter and the NPPD-owned revenue meter and/or 2) Customer's metering equipment and the NPPD-owned revenue meter. If NPPD performs any additional meter maintenance and/or replacement that occurs beyond normal maintenance (including, but not limited to solar generation facility and/or event driven cause for NPPD meter maintenance or replacement) such additional meter maintenance and/or replacement shall be performed by NPPD at Customer's expense. SE Solar will not produce energy from the solar generation facility until its metering equipment is restored to a condition acceptable to NPPD.
  - e. If metering, instrument transformers and/or associated wiring is failed and/or is determined to be outside of metering accuracy requirements, the applicable owner shall correct affected equipment within thirty (30) days of initial discovery. Metering will then be retested for accuracy by the meter owner after repairs are completed.
  - f. Customer shall ensure the pad mounted transformer at the point of NPPD's and Customer's generation metering, shall be responsible for providing proper labeling

according to current National Electric Code/National Fire Protection Association arc-flash requirements.

4. Any changes or removal of Customer metering equipment used in association with NPPD's meter shall be approved by NPPD. If required, removal of the NPPD meter shall be performed by NPPD. Customer shall reimburse NPPD for all costs incurred by NPPD associated with changes or removal of Customer metering equipment. If Customer removes its metering equipment and NPPD's requirement for metering the solar generation facility production still exists, NPPD shall have the option to install a complete set of NPPD-owned metering equipment at Customer's expense, with mutual agreement for location among the Parties, where Customer will ensure that SE Solar will not produce energy from the solar generation facility until the replacement NPPD-owned metering equipment is installed.
5. Actual costs incurred by NPPD, as referenced in items 2 and 4 above, shall be determined pursuant to NPPD's then existing standard accounting and financial practices. Customer will pay any invoices issued by NPPD within thirty (30) days after receipt. Invoices not paid within thirty (30) days of receipt of invoice will be subject to an interest charge of one percent (1%) per month. If an invoice remains unpaid after one hundred twenty (120) days after receipt, NPPD retains the right to suspend work or service under this Agreement until payment in full, including interest, is received. Customer shall have the right to dispute NPPD's invoice, but shall be required to pay the invoice in full and then dispute. When the billing dispute is resolved, if NPPD's invoice is found to be in error, any overpayment would be refunded, with payment of interest charges calculated on the amount owed at one percent (1%) per month after thirty (30) days following resolution of the dispute. NPPD shall have the right to require payment by electronic transfer.
6. This Agreement shall become effective upon execution by all Parties and shall remain in force and effect for so long as the equipment and materials for the Parties' metering, as described herein, are necessary and utilized by the Parties to monitor solar energy production.

#### **GENERAL PROVISIONS**

7. The following General Provisions shall apply to this Agreement:
  - 7.1 Each Party to this Agreement whose operations, services or work performed pursuant to this Agreement are responsible for, or lead to, any claims, damages, demands, suits, actions, payments and judgments agrees to indemnify, defend and save harmless each non-responsible Party and any representatives, agents, or employees of each non-responsible Party from and against all claims, damages, demands, suits, actions, payments, and judgments arising out of the responsible Party's operations, services provided or performance of work under this Agreement, and from any and all claims arising from any act or omissions of the responsible Party, its agents, servants or employees' associated operations, services or work provided under this Agreement.
  - 7.2 In no event shall a Party be liable under any provision of this Agreement for any losses, damages, costs or expenses for any special, indirect, incidental, consequential or punitive damages, including, but not limited to, loss of profit or revenue, loss of use of any property or equipment, cost of capital, cost of purchased power, cost of temporary equipment, facilities or services, downtime costs or claims from any other Party(s) for

such damages or claims from any other Party(s)' customers or suppliers for such damages, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability, even if a Party is expressly informed of the same.

- 7.3 NPPD's maximum amount of liability for work or services performed under this Agreement, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability, shall be limited to, and shall not exceed, twice the value of such work or services charged to SE Solar.
- 7.4 No Party shall be liable to another Party or Parties for loss or damage from any failures to perform any of its contractual obligations under this Agreement because of Uncontrollable Forces, which are events, conditions, or circumstances beyond a non-performing Party's control, or because of an emergency situation that arises which affects a non-performing Party's ability to perform work or provide services under this Agreement, and the non-performing Party shall be temporarily relieved of its obligations under this Agreement, except for the obligation to make payments owed, and shall have a reasonable period of time after termination of the Uncontrollable Force or emergency situation to resume performance. The non-performing Party shall notify the other Party(s) of temporary suspension of such work or services and shall submit to the other Party(s) a notice of when work or services is able to be resumed.
- 7.5 This Agreement and the rights and obligations hereunder are intended only for the benefit of the Parties and shall not create any rights for or obligations to any other entity. The Parties are prohibited from assigning the Agreement and any such assignment shall be null and void.
- 7.6 This Agreement is entered into under and shall be governed and construed by the laws of the State of Nebraska, and any legal action on or arising out of this Agreement shall be commenced and maintained only in Platte County District Court, State of Nebraska.
8. Any modification, supplement, or amendment of the provisions of this Agreement shall not be valid and effective unless contained in writing signed by SE Solar, Customer and NPPD.
9. Any notices, billings, payments and other communications related to this Agreement shall be given in writing and sent by mail, postage prepaid, national express delivery service or by electronic communication. A Party may change its address or the person to which notices, billings or payments are to be sent by providing written notice of such change to the other Parties.

Customer:

NOTICES/CORRESPONDENCE

City of Crete  
243 East 13<sup>th</sup> Street  
Crete, NE 68333

BILLINGS

City of Crete  
243 East 13<sup>th</sup> Street  
Crete, NE 68333

NPPD:

NOTICES/CORRESPONDENCE

Nebraska Public Power District  
Contracts Manager  
1414 15<sup>th</sup> Street  
Columbus, NE 68601

PAYMENTS

Nebraska Public Power District  
Accounting Department  
PO Box 499  
Columbus, NE 68602-0499

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their authorized officers or representatives to be effective on the date first above written.

Agreed to by:

**NEBRASKA PUBLIC POWER DISTRICT**

**CUSTOMER**

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

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

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

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

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