

**POWER PURCHASE AND INTERCONNECTION AGREEMENT**  
**FOR**  
**SNAP GENERATION**

**(SNAP Account No. \_\_\_\_\_)**

This Power Purchase and Interconnection Agreement for SNAP Generation (Agreement), dated \_\_\_\_\_, made by and between GOLDEN VALLEY ELECTRIC ASSOCIATION, INC., (GVEA), and \_\_\_\_\_ (SNAP Producer), is being entered into in order to set forth the terms and conditions under which GVEA will purchase energy from SNAP Producer facilities and the technical guidelines which the SNAP Producer must comply with to be interconnected to the GVEA utility system. GVEA and SNAP Producer may be hereinafter referred to individually as “Party,” or jointly as “Parties.”

**Recitals:**

- A. GVEA is an electric corporation organized and existing pursuant to Alaska law with its headquarters in Fairbanks, Alaska.
- B. GVEA is offering its Members the opportunity to purchase energy produced from eligible Member-owned sustainable natural alternative power facilities (SNAP Program).
- C. SNAP Producer is a Member of GVEA and wishes to become eligible for participation in GVEA’s SNAP Program under which GVEA will purchase the output from its Member-owned sustainable natural alternative power facility.
- D. The Parties are entering into this Agreement in order to set forth the terms and conditions under which GVEA will purchase energy from SNAP Producer and the duties and obligations of SNAP Producer as an interconnected facility on the GVEA distribution system.

NOW THEREFORE, in consideration of the mutual promises contained herein, the Parties hereby agree:

## **1. Definitions.**

(a) “Application” means the Application for Interconnection of Sustainable Natural Alternative Power Generation that must be completed by any Member wishing to participate in the SNAP Program.

(b) “Certified SNAP Project” means an Eligible SNAP Project that has been certified by GVEA as meeting the requirements of the SNAP Program and provided with a SNAP Account Number.

(c) “Eligible SNAP Project” means a project that: (a) is Member-owned, (b) located within the service territory of GVEA, (c) has a capacity of 25 kWh or less, (d) produces power using Sustainable Natural Alternative Resources,

(d) “GVEA’s Operating Tariff” means the Rules and Regulations and Rates on file with the Regulatory Commission of Alaska, as may be amended from time to time.

(e) “Interconnection Requirements For Sustainable Natural Alternative Power Producers” means the document used by GVEA which contains the applicable engineering criteria prescribing the technical interconnection, protection, and metering requirements for any SNAP Project to be connected to GVEA’s distribution system. This document will be hereinafter referred to as the “Interconnection Requirements” and may be amended from time to time. A copy of the currently effective Interconnection Requirements is attached as Appendix I hereto.

(f) “Member” means a legal entity, including any natural person, firm, association, corporation, body politic or subdivision thereof that meets the requirements of membership in GVEA.

(g) “SNAP” means sustainable natural alternative power.

(h) “SNAP Project” means the SNAP generation project owned and operated by SNAP Producer.

(i) “Sustainable Natural Alternative Resources” means natural resources such as wind, solar energy, geothermal energy, landfill gas, wave or tidal action, gas produced during the treatment of wastewater, qualified hydropower, or biomass energy based on solid organic fuels from wood or field residues, or dedicated energy crops that do not include wood pieces that have been treated with chemical preservatives

## **2. SNAP Producer Responsibilities.**

SNAP Producer shall be responsible for acquiring the site for the project, installing the generating facility and complying with all of the requirements set forth in the Interconnection Requirements, including any amendments that may occur from time to time. SNAP Producer shall be responsible for all easements, licenses and permits of every type required for the installation and operation of its facility. Installation shall not be deemed

complete until such time as GVEA verifies that all of the requirements specified by GVEA have been fully satisfied and all testing deemed appropriate by GVEA has been completed to GVEA's satisfaction. It is the responsibility of the SNAP Producer to do all that may be required to have its SNAP Project certified by GVEA as meeting the requirements of the SNAP Program.

**3. Safety Related Testing Requirements.**

SNAP Producer shall complete all required interconnection safety related testing of the SNAP Project prior to interconnecting to the GVEA distribution system. The SNAP Producer shall, at a minimum, annually test the interconnection safety features of the SNAP Project. GVEA reserves the right, in its sole discretion, to require additional testing to ensure that the safe and efficient operation of GVEA's distribution system is not jeopardized by interconnection with the SNAP Project, including, but not limited to, additional tests to determine compliance with IEEE Standards and/or other tests to ensure proper operation of the SNAP Project.

**4. Interconnection with GVEA Facilities.**

Provided that adequate capacity exists on the GVEA distribution system where the SNAP Project is located, interconnection of a SNAP Project to GVEA's distribution system shall be determined on a first come, first serve basis, as determined by the effective date of the SNAP Producer's Agreement with GVEA.

Unless otherwise agreed in writing, all costs associated with the interconnection of the SNAP Project to the GVEA utility system, including the cost of the meter, shall be paid by the SNAP Producer prior to interconnection with the GVEA utility system. Payments shall be due at the time of Application. Any fees paid by SNAP Producer to GVEA will be refunded, less any costs incurred by GVEA, should SNAP Producer not proceed with the interconnection of its SNAP Project. This Agreement shall not be in effect until the Producer has satisfied this payment requirement of all fees associated with interconnection. (See Section 17.)

Any cost associated with necessary line extensions must be paid in accordance with GVEA's Line Extension policy as set forth in GVEA's Operating Tariff. If payments are not made as set forth herein, such nonpayment shall be deemed to be a material breach and GVEA may immediately disconnect the SNAP Project from GVEA's distribution system without compliance with Section 18 of this Agreement, and the SNAP Producer shall be responsible for all disconnection costs.

Upon completion of installation of the SNAP Project and receipt of the SNAP Producer's certification that all necessary Federal, State and local permits have been obtained, GVEA shall, within a reasonable time, interconnect SNAP Project to GVEA's distribution system. Such interconnection shall be done at a time convenient to GVEA, and which is designed to cause no, or minimal, disruption of electric service to other Members. If deemed necessary by GVEA, SNAP Producer shall supply certification of compliance with permit requirements to GVEA prior to interconnection and, if required by a permit issuing agency, SNAP Producer shall provide continuing certification annually thereafter. The certification shall be provided upon the form attached as Appendix II.

**5. Point of Delivery.**

Power generated by SNAP Producer shall be delivered to GVEA at the meter located at the SNAP Producer's facilities. Although SNAP Producer is responsible for the cost of the meter (see Section 4), GVEA shall install and own the meter.

**6. Access to Producer's Generation Facilities.**

GVEA shall be granted any necessary easements and have the right of ingress and egress from SNAP Project and associated facilities at all hours for any purpose reasonably connected with this Agreement or the protection of the GVEA utility system.

**7. Ownership of Improvements.**

GVEA shall own any and all improvements or equipment attached to the GVEA distribution system on GVEA's side of the meter. GVEA shall be deemed to be the owner of such equipment and/or improvements upon completion of construction. The SNAP Producer shall be responsible for all costs associated with any improvements and/or equipment required pursuant to this Agreement. In consideration of the mutual benefits and other consideration stated in this Agreement, the SNAP Producer specifically agrees that the SNAP Producer shall not be entitled to any compensation or payment for said equipment and/or improvements.

**8. Operation and Maintenance of SNAP Project.**

SNAP Producer shall be solely responsible for all costs and expenses of every type or nature, relating to the permitting, purchase, operation, and maintenance of the SNAP Project. SNAP Producer shall, at all times during the term of this Agreement, keep the SNAP Project in good repair and operating conditions so as not to cause damage to GVEA's facilities or utility system. SNAP Producer shall not rely upon GVEA, or any representations or statements made by GVEA employees and/or its representatives regarding steps or actions necessary for the safe or good operation of the SNAP Project. If, at some future date, additional or modified equipment or facilities are necessary to continue safe operation and/or interconnection of SNAP Producer's facilities, the same shall be installed at SNAP Producer's sole expense. Failure to do so will be considered to be a material breach of this Agreement and will result in the immediate disconnection from GVEA's distribution system without GVEA complying with Section 17 of this Agreement.

**9. Damage or Interference With GVEA's Facilities.**

If the SNAP Project, or SNAP Producer's actions, cause damage to GVEA's utility system and/or GVEA facilities or equipment, SNAP Producer shall be responsible for all costs associated with the repairing the damage and/or replacing such facilities or equipment. If the SNAP Project and/or facilities cause a loss or damage to GVEA's other Members, SNAP Producer shall be liable for all such damages, claims and losses.

If the SNAP Project, or SNAP Producer's actions, cause damage to or interfere with GVEA or any of its Member's facilities, GVEA will disconnect the SNAP Project from

GVEA's distribution system until the cause of the damage or interference is remedied to GVEA's satisfaction and all costs associated with the damage or interference caused by the SNAP Project or SNAP Producer's actions.

**10. Purchase and Sale of Energy Delivered.**

During the term of this Agreement, GVEA shall purchase from SNAP Producer the electrical energy produced by the SNAP Project and delivered to the GVEA distribution system in accordance with SNAP No. 1 -- Producer Schedule in GVEA's Operating Tariff and the terms and conditions set forth in this Agreement.

**11. Interruption of SNAP Producer's Energy Deliveries.**

GVEA shall have the unilateral right at any time, without liability to the SNAP Producer or any other person, to interrupt, reduce, suspend, or curtail generation and/or deliveries of energy from the SNAP Project, when reasonably necessary, in order for: (a) GVEA, in its sole discretion, to construct, install, maintain, repair, replace, remove, investigate, or inspect any equipment or any part of its utility system; or (b) if GVEA reasonably determines, in its sole discretion, that interruption or reduction of deliveries or power is necessary because of a system emergency, a forced outage, *Force Majeure* or other operational considerations.

**12. No Reliance.**

SNAP Producer acknowledges and understands that the energy market is not static, but is dynamic and volatile. The Producer has not relied upon any price or supply forecasts made by GVEA, its employees or representatives, including purchase price levels in SNAP No.1 – Producer's Schedule, in deciding to go forward with its SNAP Project.

**13. Billing and Payments.**

(a) GVEA shall be responsible reading the meters at least bi-monthly to determine the amount of energy actually delivered by the SNAP Project.

(b) GVEA shall provide a billing statement to SNAP Producer within normal operations showing the total amount of kilowatt-hours (kWhs) delivered from SNAP Project to GVEA during that billing period. The monthly meter fee charged by GVEA will be included in any billing statement; however, in accordance with SNAP No. 1 – Producers Schedule, any amount due for monthly metering shall be deducted from the SNAP Producer's annual statement.

(c) SNAP Producer shall review each monthly billing statement promptly and provide notice to GVEA of any inaccuracies or dispute regarding the billing statement within thirty (30) days of the date of the billing statement. GVEA will have no liability to SNAP Producers for any inaccuracies or errors on billing statements which SNAP Producer has failed to provide timely notice of said inaccuracy or dispute. GVEA's liability for inaccuracies or errors in the billing statement or metering shall be limited to an amount equalling one (1) month production.

(d) Except as specifically set forth herein, the administration of the SNAP Program and all billing and payments under this Agreement shall be in accordance with GVEA's Operating Tariff.

**14. Meter Fee.**

GVEA will charge a monthly meter fee. This fee covers reading the meter, issuing a statement of energy received, and administering the SNAP Program. The monthly meter fee may also include other fixed costs associated with connecting the SNAP Producer to GVEA's distribution system. The fee will be based on monthly costs, and will be indicated on the monthly statement sent to the SNAP Producer. The SNAP Producer though is not obligated to pay this fee at the time the statement is issued. Instead, the SNAP Producer's annual meter fees will be deducted from GVEA's portion of the annual payment made to the SNAP Producer. The meter fee is included in SNAP Schedule No. 1 -- Producer Schedule.

If the SNAP Producer has not generated adequate revenue by March 31 of each year to cover its obligations hereunder, the SNAP Producer will be sent an invoice by April 30 of each year indicating the amount due to GVEA. This amount due is subject to payment terms as provided in GVEA's Operating Tariff. SNAP Producers that fail to meet this payment obligation will have the meter disconnected and not be allowed to participate in the SNAP Program until all amounts owed to GVEA are paid in full.

**15. Payments by SNAP Producer.**

Any payments due to GVEA by SNAP Producer under the SNAP Program shall be paid within thirty (30) calendar days after an annual invoice is sent to SNAP Producer. Amounts not paid when due shall accrue interest at the rate of 0.875% per month (10.5% annually). Amounts not paid when due may be offset against sums due to the SNAP Producer by GVEA. Failure to pay any such sums by the due date may be considered to be a default.

**16. Force Majeure.**

Neither Party shall be responsible or liable for or deemed in breach thereof because of any delay or failure in the performance of their respective obligations hereunder (other than failure to pay money when due), to the extent such delay or failure is due solely to circumstances beyond the reasonable control of the Party experiencing such delay or failure, such circumstances, including, but not limited to, acts of God, unusually severe weather conditions, strikes or other labor difficulties, war, riots, requirements, actions or failures to act on the part of governmental authorities preventing performance, accidents, fires, failure of damage to, loss of right to or destruction or breakdown of necessary transmission facilities, which, by exercise of due diligence, such Party could not reasonably have been expected to avoid and which by exercise of due diligence it has not been able to overcome (such causes, a "Force Majeure").

(a) If either Party, because of *Force Majeure*, is unable to perform its obligations under this Agreement, that Party shall be excused from whatever performance is affected by the *Force Majeure*, except for payment of money due, to the extent so affected, provided that:

(i) The non-performing SNAP Producer, within two (2) weeks after the commencement of the *Force Majeure*, gives GVEA written notice describing the particulars of the occurrence.

(ii) The suspension of performance is of no greater scope and of no longer duration than is required by the *Force Majeure*.

(iii) The non-performing Party uses reasonable efforts to remedy its inability to perform, such efforts not to include settlement of a labor dispute.

(b) When the non-performing SNAP Producer is able to resume performance of its obligations under this Agreement, the SNAP Producer shall give GVEA written notice to that effect.

(c) In the event a Party is unable to perform its obligations under this Agreement due to legislative, judicial, or regulatory agency actions, that Party shall not be deemed to be in breach of any obligation pursuant to this Agreement.

(d) GVEA shall not be required to provide the SNAP Producer with the notice that SNAP Producer is required to provide in accordance with paragraphs 16(a)(i) and 16(b) in this Section.

**17. Term.**

This Agreement shall be effective from the later of: (1) the date set forth above, or (2) the requirements of Section 4 are satisfied, and continue in full force and effect until terminated by either Party pursuant to other provisions of this Agreement or December 31, 2015, whichever is earlier. Either Party may terminate this Agreement upon providing the other party with a written notice thirty (30) days prior to the effective date of such termination.

**18. Default.**

Except as specifically provided for in this Agreement, in the event of a breach of this Agreement by either Party, the non-breaching Party may deliver a notice of default to the breaching Party. The notice of default shall specify the nature of the breach that is the basis for the notice and give the breaching Party at least ten (10) days to cure said default, stating that failure to cure said breach will entitle the non-breaching Party to terminate this Agreement. Bankruptcy, insolvency, reorganization or liquidation by either Party shall constitute a breach of this Agreement.

**19. Compliance With Laws and Regulations.**

SNAP Producer shall comply with all environmental laws and regulations, and shall maintain and operate the SNAP Project in strict accordance with all applicable laws, regulations and safety codes. SNAP Producer is solely responsible for compliance with all environmental, land use and other regulatory requirements. If GVEA, or a regulatory agency, at

any time determines the SNAP Project is being operated in an illegal, unsafe or unreliable manner, GVEA shall have the unilateral right to interrupt and discontinue its receipt of energy and generation without any liability or continuing obligation. Further, if any regulatory entity or entity charged with ensuring reliability of electric systems (or charged with permitting the SNAP Project) requests or directs disconnection of the SNAP Project, GVEA may disconnect the SNAP Project without liability to the SNAP Producer. If necessary, SNAP Producer shall supply certification of compliance with permit requirements to GVEA prior to interconnection and, if required by issuing agency, shall provide continuing certification annually thereafter. The Parties understand that pursuant to 3 AAC 48.200 (c), the terms and conditions of this Agreement are not effective without prior approval of the Regulatory Commission of Alaska (Commission). The Parties also acknowledge that pursuant to 3 AAC 48.390(a) this Agreement is, at all times, subject to revisions by the Commission.

**20. No Sales to Third Parties.**

This Agreement does not confer any right upon SNAP Producer to transmit, distribute, or deliver energy to any third party.

**21. Taxes.**

Any and all taxes due and owing as a result of the operation of SNAP Project or SNAP Producer's associated facilities shall be the sole responsibility of SNAP Producer.

**22. Insurance.**

SNAP Producers will not be required to carry liability insurance with GVEA as a named insured if their system and equipment meets the requirements provided in the Interconnection Requirements.

**23. Indemnity.**

(a) SNAP Producer shall defend, indemnify and hold harmless GVEA and its representatives (which shall be deemed to include GVEA's directors, officers, employees and agents) from and against any and all liabilities, claims, losses, damages or expenses of any type or kind, including actual attorneys fees, and expert witness fees, which may be incurred or sustained by GVEA or its agents, officers, employees or representatives by reason of any act, omission, misconduct, negligence, or default on the part of SNAP Producer or its employees, agents, representatives, or contractors arising in connection with or related to SNAP Producer's ownership, installation, maintenance or operation of the SNAP Project.

(b) SNAP Producer shall defend, indemnify and hold harmless GVEA and its representatives (which shall be deemed to include GVEA's directors, officers, employees and agents) from and against any and all liability, claims, lawsuits, losses damages, expenses, fines, penalties, citations or infractions of any type or nature, including actual attorney fees and expert witness fees, which may be incurred or sustained due to the SNAP Producer's alleged violation of any permitting, land use, or environmental laws and regulations. In the event a claim is made which is subject to this subparagraph, GVEA reserves the right to select legal counsel and

control the defense and settlement of any such claim. Such defense shall be at the sole expense of the SNAP Producer.

(c) SNAP Producer's indemnification obligation shall not apply to liability for damages for bodily injury to persons or damage to property caused by the sole negligence of GVEA and not in any way attributable to any act or omission on the part of the SNAP Producer.

**24. Limitation on GVEA's Liability.**

GVEA shall not be liable to the SNAP Producer for consequential, incidental, punitive or indirect damage of any kind due to any damage to or disconnection of SNAP Producer's facilities. GVEA shall have no responsibility or liability to the SNAP Producer or any other person or entity for or in connection with any service interruption, suspension, curtailment or fluctuation or disturbance of energy, whatever the cause, except GVEA shall be liable for repair or replacement cost (whichever is less) of SNAP Producer's facilities suffering physical damage as a direct consequence of GVEA's negligence in operating its utility system.

**25. Removal of Interconnection Facilities.**

If required by GVEA, SNAP Producer shall pay the reasonable costs of removal, relocation, modification or renovation of any facilities or equipment required for interconnection with GVEA's utility system upon termination of this Agreement.

**26. GVEA Operating Tariff.**

This Agreement is subject to the terms and conditions contained in GVEA's Operating Tariff. In cases of conflict between this Agreement and GVEA's Operating Tariff, the terms and conditions of this Agreement will control.

**27. Attorneys' Fees and Venue.**

This Agreement shall be interpreted under the laws of the state of Alaska. In the event it is necessary for either Party to utilize the services of an attorney to enforce any of the terms of this Agreement, if such enforcing Party prevails, it shall be entitled to compensation for its reasonable attorney's fees and costs. In the event of litigation regarding any of the terms of this Agreement, the substantially prevailing party shall be entitled, in addition to other relief, to such actual attorney's fees and costs as demonstrated by the prevailing Party to the court. Venue for any such actions shall be exclusively in Fairbanks, Alaska.

**28. Amendment, Modification or Waiver.**

Any amendments or modifications to this Agreement shall be in writing and subject to mutual agreement by the Parties. The failure of any Party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same. No waiver by any Party of the breach of any term or covenant contained in this Agreement, whether by conduct or otherwise, shall be deemed to be construed as further or

continuing waiver of any such breach or a waiver of the breach of any other term or covenant unless such waiver is in writing.

**29. Notices.**

All notices and other communications required or permitted hereunder shall be deemed given when received and, unless otherwise provided herein, shall be in writing, shall be sent by nationally recognized overnight courier services or sent by regular mail deposited in the United States mail, postage prepaid, addressed to the Parties at the addresses set forth below, and shall be deemed received upon the sooner of (i) the date actually received, or (ii) the third business day following mailing:

To GVEA:

Golden Valley Electric Association, Inc.  
Attn: \_\_\_\_\_  
58 Illinois Street  
PO Box 71249  
Fairbanks, AK 99707  
Telephone: (907) 452-1151  
Fax: (907) 458-5951  
E-mail: \_\_\_\_\_@gvea.com

With a copy to:

Borgeson & Burns, P.C.  
Attn: Cory Borgeson  
Suite 311 KeyBank Center  
100 Cushman Street  
Fairbanks, AK 99701  
Telephone: (907) 452-1666  
Fax: (907) 456-5055  
E-mail: cborgeson@bnlaw.com

To SNAP Producer:

\_\_\_\_\_  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**30. Several Obligations; No Partnership or Agency Status.**

Except where specifically stated in this Agreement to be otherwise, the duties, obligations, and liabilities of the Parties are intended to be several and not joint or collective. Neither Party shall have the right to bind or obligate the other in any way or manner unless otherwise specifically provided for herein. Nothing contained in this Agreement shall be construed to create an association, trust, partnership, franchise, or joint venture or impose a trust or partnership duty, obligation or liability, or an agency relationship on or with regards to either Party. Except as specifically set forth in this Agreement, each Party shall be liable individually and severally for its own obligations and actions under this Agreement.

**31. Miscellaneous.**

(a) Successors and Assigns. All the terms and provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the successors and permitted assigns of the Parties hereto.

(b) Interpretation. The Parties agree that the terms and provisions of this Agreement embody their mutual intent and that such terms and conditions are not to be construed more liberally in favor of, nor more strictly against, either Party. To the extent the mutual covenants of the Parties under this Agreement create obligations that extend beyond the termination or expiration of this Agreement, the applicable provisions of this Agreement shall be deemed to survive such termination or expiration for the limited purpose of enforcing such covenants and obligations in accordance with the terms of this Agreement.

(c) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

(d) Authority. Each person executing this Agreement on behalf of a Party represents that he or she has authority to execute it on behalf of the respective Party. If SNAP Producer is incorporated, it shall provide GVEA with a duly certified copy of a corporate resolution, naming and authorizing their representative(s) to enter into and execute this Agreement.

(e) Appendices. The Appendices referenced herein and attached hereto shall be hereby incorporated and made an integral part of this Agreement.

(f) Entire Agreement. The provisions of this Agreement and the attached Appendices constitute the entire understanding and agreement between the Parties regarding the subject matter hereof, supersede entirely all prior understandings, agreements or representations regarding the subject matter hereof, whether written or oral, and may not be altered or amended, except by an instrument in writing signed by the parties. The Parties each acknowledge and agree that no representation, warranty, or inducement has been made to it regarding the rights set forth in this Agreement which is not expressly set forth in this Agreement and the attached Appendices.

(g) Third-Party Beneficiaries. This Agreement is intended to be solely for the benefit of the Parties hereto and their permitted successors and permitted assignees and is not intended to, and shall not confer any rights or benefits on any other third party not a signatory hereto.

(h) No Agency. Neither Party shall be considered to be the agent or representative of the other Party. No agency relationship is created by this Agreement.

(i) Communication. SNAP Producer must, at all times, provide current contact information with GVEA. Due to the importance of maintaining the operational integrity of the GVEA utility system in a safe and efficient manner, GVEA will have the unilateral right to react to any circumstances created by the SNAP Project being interconnected with the GVEA utility system as GVEA believes, in its sole discretion, is in the best interests of the utility system and its Members. GVEA may separate the SNAP Project from the GVEA utility system when immediate contact with SNAP Producer is not possible or practical under the circumstances.

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

GOLDEN VALLEY ELECTRIC  
ASSOCIATION, INC.

(INSERT NAME OF PRODUCER)

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

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

**APPENDIX II  
TO  
POWER PURCHASE AND INTERCONNECTION AGREEMENT  
FOR  
SNAP GENERATION**

**SNAP PRODUCER'S CERTIFICATION REGARDING PERMITS**

The undersigned states under penalty of perjury that:

1. He/she has authority to sign on behalf of the SNAP Producer,  
\_\_\_\_\_/\_\_\_\_\_ [name of company/SNAP  
Account No. \_\_\_\_\_].

2. The SNAP Producer has obtained all necessary permits for the installation and operation of its generating facilities located at \_\_\_\_\_  
[only one site may be listed per certification].

3. The SNAP Producer has complied with, and will continue to comply with, all laws related to the siting, installation and operation of the generating facilities described above.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Signature: \_\_\_\_\_

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

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