NEW LOAD PROCESS POLICY

1.0 General Items

1.1 Applicability: This New Load Process Policy ("Policy") governs New Load Process requirements. This Policy shall be considered in conjunction with the provisions of NPPD's Generation Security Deposit Policy (and any customer specific Generation Security Deposit Agreement, or GSDA), Transmission Standard Extension Policy (and any customer specific Transmission Facility Construction Agreement, or TFCA), various rate schedules, and other NPPD policies as applicable.

1.2 Philosophy: The New Load Process Policy was established to manage an unprecedented influx of new load seeking service. The Policy will better manage customers' expectations as NPPD pursues projects to construct the new generation and transmission facilities needed to serve them.

1.3 Basis: As a public power district and public power supplier, NPPD must meet certain statutory and regulatory requirements to manage the loads seeking service while it strives to bring the best of public power to Nebraskans by delivering affordable, reliable, and sustainable electricity to its customers.

1.4 Authority: The New Load Process Policy shall apply to End Use Customers of NPPD Wholesale Customers and End Use Customers of NPPD Retail. NPPD requests notification of step load 1 MW or greater. Loads 5 MW or greater will require system impact studies, loads less than 5 MW may require study depending on location. Nebraska law requires public power suppliers, such as NPPD, to establish standards for interconnecting large load customers, as defined by Neb. Rev. Stat. § 70-2202(1), in a manner designed to support business development in the state while mitigating the potential for stranded infrastructure costs and maintaining system reliability. Such requirements for large load customers are focused on fairly allocating system costs, mitigating operational and resource adequacy risks, and reducing financial risks to other customers.

2.0 New Load Process Key Milestones

2.1 New Load Process Application:
The New Load Process Application ("Application") outlines the electrical requirements and location of the new load to begin discussions with the End Use Customer about the process, costs, and timeline for all new load projects 1 MW and above. A separate Application and New Load Process is required per location/site pursued by the End Use

Customer. NPPD will rely on the information disclosed in the New Load Process Application. An Application is deemed complete when all Application requirements are met. An End Use Customer's request to change or modify the terms of a completed Application is subject to NPPD requiring a new or updated Application at NPPD's reasonable discretion.

2.1.1 NPPD implements the following standards in the New Load Process Application:

2.1.1.1 A requirement for each End Use Customer to disclose to NPPD whether the End Use Customer is pursuing a substantially similar request for electric service the approval of which would result in the End Use Customer materially changing, delaying, or withdrawing the interconnection request;

2.1.1.2 A requirement for each End Use Customer to disclose to NPPD information about the customer's onsite backup generating facilities.

2.1.1.3 A requirement and method for the End Use Customer to disclose and demonstrate site control for the proposed load location.

2.1.1.4 A requirement that End Use Customer will comply with NPPD's Facility Interconnection Requirements and any other obligations imposed by applicable laws and regulations, as amended.

2.2 Memorandum of Understanding:

The Memorandum of Understanding (MOU) defines what End Use Customers with potential new projects can expect from NPPD and provides an understanding of the New Load Process and required financial commitments. It also provides a listing of milestones, an estimated in-service date based on completion of the process, and the requirements that the End Use Customer must meet for placement onto the "Expected" list. Accompanying the Application and a signed MOU will be deposits and securities to continue the process. The parties of the MOU are NPPD, and the End Use Customer, with the option of including the End Use Customer's retail service provider, at the retail service provider's request. When the End Use Customer's retail service provider is NPPD, the retail community may be a party to the MOU. The MOU shall be executed by all parties within sixty (60) calendar days following the receipt of the MOU. The failure to do so shall result in the effect of a withdrawal from the End Use Customer's New Load Application. The results of the processed Application and MOU will generate a Generation Security Deposit Agreement (GSDA).

2.3 Long Term Service Agreement Options:

For End Use Customers with new load requests greater than twenty (20) MW, the Long Term Service Agreement must be declared in writing within thirty (30) days of the execution of the MOU and agreed upon by all parties prior to the execution of the Energy Supply Agreement.

2.3.1 **Wholesale Power Contract**: A wholesale power contract between NPPD and Wholesale Customer with a remaining term of at least twenty-five (25) years on End Use Customer's in-service date;

2.3.2 **Wholesale Power Contract for Customer Load**: An agreement where the End Use Customer's load would continue to be served by NPPD at wholesale for at least twenty-five (25) years;

2.3.3 **Third-Party Capacity Agreement**: An agreement allowing use of generation or Third-Party capacity to meet the resource adequacy needs of End Use Customer for twenty-five (25) years or the term of the applicable NPPD Wholesale power contract or Retail Professional Retail Operations (PRO) Agreement with Customer, if shorter;

2.3.4 **Retail Waiver**: Customer waives End Use Customer and End Use Customer's load at retail to NPPD. Such waiver includes a stipulated consent and waiver by Customer (the retail service provider in End Use Customer's expected location) and all other necessary parties which consents to NPPD serving the End Use Customer's load at retail and any expansion loads at End Use Customer's expected location, waives any rights to such End Use Customer and loads, including those of End Use Customer's successors and assigns, and is approved by the Nebraska Power Review Board;

2.3.5 **Retail PRO Agreement Extension**: An agreement extending the term of the applicable PRO Agreement to twenty-five (25) years or new PRO Agreement.

2.4 Generation Security Deposit Agreement:

The Generation Security Deposit Agreement governs Generation Security Deposit requirements included within the New Load Process for End Use Customers adding five (5) MW of peak load or more, single site or aggregate. Key requirements of the Generation Security Deposit and Generation Security Deposit Agreement are contained in NPPD's Generation Security Deposit Policy, as amended. The Generation Security Deposit Policy and Generation Security Deposit Agreement include financial commitment requirements for the development of generation infrastructure needed to serve the End Use Customer.

2.5 System Impact Study Agreement:

All loads will be reviewed by NPPD and Southwest Power Pool (SPP) in accordance with appropriate studies and modeling to ensure adequate delivery facilities are in place to serve the new load based on the location identified in the Application. Deposits and/or fees may be required from End Use Customer to initiate the studies. Upon completion, the End Use Customer will pay all necessary study costs including those exceeding the deposits and fees detailed below. If End Use Customer does not return the System Impact Study Agreement and deposits and/or fees within 30 calendar days the study request shall be considered withdrawn.

2.5.1 SPP Tarriff Deposits and Fees, including the current SPP Open Access Transmission Tarriff will be collected, as applicable.

2.5.2 For such End Use Customers that are also considered large load customers pursuant to Nebraska law, the following requirements apply for the statutory study fee collected (under Neb. Rev. Stat. § 70-2203(1)(c)):

2.5.2.1 A study fee of fifty thousand dollars or one thousand dollars per megawatt, whichever is greater, to be paid to the interconnecting public power supplier for initial studies for loads that exceed the load threshold described in Neb. Rev. Stat. § 70-2202(1) (as amended).

2.5.2.1.1 In the event an End Use Customer requests additional capacity following the study, said End Use Customer shall pay an additional study fee based on the new request.

2.5.2.1.2 The public power supplier shall complete the study within one year after receiving the study fee.

2.5.2.1.3 If NPPD receives the study fee for a project moving forward and it completes the New Load Process, the excess fee will be applied to applicable transmission billing.

2.5.2.1.4 If NPPD receives the study fee and the project does not move forward or fails to meet the applicable deadlines in the New Load Process, the excess fee will be applied to the transmission level of service.

2.5.2.1.5 If NPPD does not receive the study fee, the above requirements will not apply.

2.6 Transmission Facility Construction Agreement:

If new transmission facilities are identified from the System Impact Studies, a Transmission Facilities Construction Agreement (TFCA) will be required with financial security from the End Use Customer or Retail Service Provider. The Transmission Standard Extension Policy and Transmission Facilities Construction Agreement include financial commitment requirements for the development of transmission infrastructure needed to serve the End Use Customer. Key requirements of the Transmission Facilities Construction Agreement are contained in NPPD's Transmission Standard Extension Policy, as amended.

2.7 Energy Supply Agreement:
Within thirty (30) days of End Use Customer posting all Generation Security Deposit requirements (following any study, the execution of the TFCA, and posting of all TFCA security requirements, if applicable), End Use Customer shall execute an Energy Supply Agreement (ESA) to culminate NPPD's New Load Process. End Use Customer's estimated in-service date and intended rate schedule will be stated within the ESA. Where applicable, the End Use Customer must execute its applicable rate Service Agreement within thirty (30) days of executing the ESA. If the End Use Customer's request in its Application is less than 5 MW, or if the End Use Customer's request does not require a Generation Security Deposit, NPPD may, at its discretion, waive the requirement to execute an ESA.

2.8 Special Power Product and/or Large Load Power Service Agreement:
End Use Customers to be served under a Special Power Product or Large Load Power Service must enter into a rate specific Service Agreement, in accordance with the ESA. The rate specific Service Agreement provides details specific to an End Use Customer that are not captured in the standard rate schedule. If applicable, the End Use Customer will be responsible for posting its collateral requirements within ten (10) days following the execution of said Service Agreement.

3.0 Completion of New Load Process

3.1 Expected Status:
Satisfactory completion of all New Load Process Key Milestones results in End Use Customer's load being classified by NPPD as "Expected".

Effective: September 10, 2026

Superseded Rev.: N/A

Approved: September 10, 2026 Resolution No.: 26-28 Issued by: Courtney Dentlinger