

**WHITEWATER VALLEY REMC
AGREEMENT FOR INTERCONNECTION OF DISTRIBUTED GENERATION**

Distributed Generation Interconnection Agreement (<50kW)

This Interconnection Agreement ("Agreement") is made and entered into this ____ day of _____, 20____, ("Effective Date") by Whitewater Valley REMC, ("REMC"), a corporation organized under the laws of Indiana, and _____ ("DG Owner/Operator"), each hereinafter sometimes referred to individually as "Party" or both referred to collectively as the "Parties". In consideration of the mutual covenants set forth herein, the Parties agree as follows:

The provisions of the REMC's Distributed Generation Procedures and Guidelines Manual for Members ("DG Manual") together with all Amendments, additions and modifications thereof made at any time, shall be considered to be a part of this contract.

This agreement provides for the safe and orderly operation of the electrical facilities interconnecting the DG Owner/Operator's facility at

and the electrical distribution system ("System") owned by the REMC.

This Agreement does not supersede any requirements of any by-laws, applicable tariffs, rates, rules and regulations in place between the DG Owner/Operator and the REMC.

1. **Intent of Parties:** It is the intent of the DG Owner/Operator to interconnect an electric power generator to the REMC's electrical distribution system.

It is the intent of the REMC to operate the distribution system to maintain a high level of service to its members and to maintain a high level of power quality.

It is the intent of both parties to operate in a way that helps ensure the safety of the REMC and its Member, the DG Owner/Operator, the public and respective employees.

2. **Establishment of Point of Interconnection** - The point where the electric energy first leaves the wires or facilities of the system owned by the REMC and enters the wires or facilities of the Facility provided by DG Owner/Operator is the "Point of Interconnection." REMC and DG Owner/Operator agree to interconnect the Facilities at the Point of Interconnection in accordance with the REMC's Rules and Regulations and the DG Manual relating to interconnection of Distributed Generation.

3. **Operating authority:** The DG Owner/Operator is responsible for establishing operating procedures, safety procedures and standards within their scope of authority. The Operating Authority for the DG Owner/Operator shall ensure that the Operator in Charge of the generator constituting a part of the Facility is competent in the operation of the electrical generation system and is aware of the provisions of any operating agreements and regulations relating to the safe operation of electrical power systems.

The operating authority for the DG Owner/Operator is:

Name or title of Operating Authority _____

Address _____

Phone number _____

4. **Operator in Charge:** The Operator in Charge is the person identified by name or job title responsible for the real time operation of the Facility owned or leased by the DG Owner/Operator.

The Operator in Charge for the DG Owner/Operator is:

Name or title of Operator in Charge _____

Address _____

Phone number _____

5. **Safe Operation and Maintenance:** The DG Owner/Operator shall be fully responsible to operate, maintain, and repair its Generating Plant as required to ensure that it complies at all times with the interconnection standards to which it has been certified.
6. **Suspension of Interconnection:** It is intended that the interconnection shall not in any way compromise the REMC's protection or operational requirements. The operation of the DG Owner/Operator's Facility and the quality of electric energy supplied by the DG Owner/Operator shall meet the standards as specified by the REMC. If the operation of the DG Owner/Operator's Facility or quality of electric energy supplied (in the case of power export) does not meet the standards as specified, then the DG Owner/Operator shall take reasonable and expedient corrective action, including any such corrective action as requested by the REMC. The REMC shall have the right to disconnect the DG Owner/Operator's Facility until compliance is reasonably demonstrated. Notwithstanding, the REMC may in its sole discretion disconnect the DG Owner/Operator's Facility from the distribution system without notice if the operating of the Generating Plant/DG Facility may be or may become dangerous to life and/or property/facilities. Failure to comply with this provision may result in the REMC disconnecting/isolating Member's parallel DG facility or electrical service, with or without notice, from the REMC's electrical system.
7. **Maintenance Outages:** Maintenance outages will occasionally be required on the REMC's system, and the REMC will provide reasonable notice and planning as practicable to minimize downtime. It is noted that in some emergency cases such notice may not be reasonably possible. Compensation will not be made for unavailability of REMC's system.
8. **Access:** Access is granted as may be required by the REMC to the DG Owner/Operator's Facility for maintenance, inspections, operations and/or meter reading. The REMC reserves the right, but not the obligation, to inspect the DG Owner/Operator's Facility.
9. **Disconnect:** A lockable, manually operable, visible load-break disconnecting device is required to be installed in a location readily accessible to REMC personnel to isolate the inverter unit for safety purposes.

10. **Limitation of Liability and Indemnification:**

- a. Notwithstanding any other provision in this Agreement, with respect to the REMC's

provision of electric service to DG Owner/Operator and the services provided by the REMC pursuant to this Agreement, REMC's liability to DG Owner/Operator shall be limited as set forth in the REMC's Bylaws, Rules and Regulations, and tariffs, which are incorporated herein by reference.

- b. Neither REMC nor DG Owner/Operator shall be liable to the other for damages resulting from a Force Majeure event as hereinafter defined.
- c. Notwithstanding Paragraph 5.b of this Agreement, the DG Owner/Operator shall indemnify and hold the REMC harmless from and against all claims, liability, damages, and expenses, including attorney's fees, based on any injury to any person, including loss of life or damage to any property, including loss of use thereof, arising out of, resulting from, or connected with, or that may be alleged to have arisen out of, resulted from, or connected with an act or omission by the DG Owner/Operator, its employees, agents, representatives, successors, or assigns in the construction, ownership, operation, or maintenance of such party's facilities used in net billing.
- d. REMC and DG Owner/Operator shall each be responsible for the safe installation, maintenance, repair and condition of their respective lines, wires, switches, or other equipment or property on their respective sides of the Point of Interconnection. The REMC, while retaining the right to inspect, does not assume any duty of inspecting the DG Owner/Operator's lines, wires, switches, or other equipment or property and will not be responsible therefore. DG Owner/Operator assumes all responsibility for the electric service supplied hereunder and the facilities used in connection therewith.
- e. For the mutual protection of the DG Owner/Operator and the REMC, only with the REMC's prior written authorization are the connections between the REMC's service wires and the DG Owner/Operator's service entrance conductors to be energized.
- f. The provisions of this Section 5 shall survive any termination of this Agreement.

11. **Insurance:** Liability Insurance

Prior to interconnection, the DG Owner/Operator must provide (at DG Owner/Operator's expense) a certificate of insurance showing satisfactory personal liability insurance including contractual liability insurance covering indemnity agreements which insures the DG Owner/Operator against all claims for property damage and for personal injury or death arising out of, resulting from or in any manner connected with the installation, operation and maintenance of the DG Owner/Operator's generating equipment

The amount of such insurance coverage required to be provided by the DG Owner/Operator shall be not less than \$500,000 per occurrence. The amount of such coverage and the type of insurance coverage required shall be acceptable to the REMC and may be amended from time to time by the REMC at the sole discretion of the REMC.

The certificate shall provide that the insurance policy will not be changed canceled during its term without thirty days written notice to the REMC. The term of the insurance shall be coincident with the term of the interconnection contract or shall be specified to renew throughout the length of the interconnection contract. The DG Owner/Operator shall provide

proof of such insurance to the REMC at least annually. Failure to comply with this provision may result in the REMC disconnecting/isolating Member's parallel DG facility or electrical service, with or without notice, from the REMC's electrical system.

12. **Compliance with Laws, Rules and Tariffs:** Both the REMC and the DG Owner/Operator shall be responsible for complying with all applicable laws, rules and regulations, including but not limited to the laws of the state of Indiana, and the REMC's DG Manual, Tariffs, Rules and Regulations, By-Laws and other governing documents. The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the tariff schedules and rules of the REMC as applicable to the electric service provided by the REMC, which tariffs and rules are hereby incorporated into this Agreement by this reference. The REMC shall have the right to publish changes in rates, classification, service or rule, with the proper notification to all DG owners/operators and REMC members.
13. **Force Majeure:** For the purposes of this Agreement, a Force Majeure event is any event:
 - (a) that is beyond the reasonable control of the affected Party; and
 - (b) that the affected Party is unable to prevent or provide against by exercising reasonable diligence, including the following events or circumstances, but only to the extent that they satisfy the preceding requirements: acts of war, acts of terrorism, public disorder, rebellion or insurrection; floods, hurricanes, earthquakes, lighting, storms or other natural calamities; explosions or fires; strikes, work stoppages or labor disputes; embargoes; and sabotage. If a Force Majeure event prevents a Party from fulfilling any obligations under this agreement, such Party will promptly notify the other Party in writing and will keep the other Party informed on a continuing basis as to the scope and duration of the Force Majeure event. The affected Party will specify the circumstances of the Force Majeure event, its expected duration and the steps that the affected Party is taking to mitigate the effect of the event on its performance. The affected Party will be entitled to suspend or modify its performance of obligations under this Agreement if a Force Majeure event prevents a Party from fulfilling such performance of obligations but will use reasonable efforts to resume its performance as soon as possible.
14. **Assignment** – If at any time during the term of this Agreement, the DG Owner/Operator desires to assign this Agreement to a corporation, an entity with limited liability, or an individual (the "Assignee"), such assignment may be made provided that the DG Owner/Operator obtains the prior written consent of the REMC in advance of the proposed assignment. The REMC's consent will be at the REMC's discretion based on whether or not the REMC determines that the Assignee is financially and technically capable to assume ownership and/or operation of the DG unit. The company or individual to which this Agreement is assigned in accordance with the terms and conditions of this Agreement will be responsible for the proper operation and maintenance of the DG Facilities, and will be a party to all provisions of this Agreement.
15. **Term:** The term of this Agreement is a period of two (2) years from the Effective Date ("Initial Term"). This Agreement shall automatically renew in (1) year increments after the Initial Term unless terminated sooner. This Agreement may be canceled by either party with 30 days prior written notice to the other party during the Initial Term or any renewal period. The REMC may cancel it if the DG Owner is in breach of it or is inactive for 6 months.

16. **Adjudication of Disputes:** Any dispute shall be brought forward to any Court of competent jurisdiction within the REMC's assigned Indiana service territory.

17 **Severability** - If any portion or provision of this Agreement is held or adjudged for any reason to be invalid or illegal or unenforceable by any court of competent jurisdiction, such portion shall be deemed separate and independent, and the remainder of this Agreement shall remain in full force and effect.

AGREED TO BY:

DG Owner/Operator

Whitewater Valley REMC

Name

Name

Title

Title

Date Signed

Date Signed

This instrument prepared _____