

**MARSHALL COUNTY REMC AGREEMENT**  
*FOR INTERCONNECTION OF DISTRIBUTED GENERATION*

**SHORT FORM CONTRACT**  
*(Name Plate Rating 25 KW or less)*

This Interconnection Agreement (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Marshall County REMC, hereinafter referred to as “Cooperative”, a corporation organized under the laws of the State of Indiana and \_\_\_\_\_ hereinafter referred to as “DG Owner/Operator”. In consideration of the mutual covenants set forth herein, the DG Owner/Operator agrees as follows:

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 facility owned by the Cooperative.

**The contract information for this agreement is:**

**D.G. Owner/Operator**

**Marshall County REMC**

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

**Name:** Kenny Eggleston

**Alternate:** \_\_\_\_\_

**Alternate:** General Office

**Address:** \_\_\_\_\_

**Address:** P.O. Box 250

\_\_\_\_\_

(11299 12<sup>th</sup> Road)

\_\_\_\_\_

Plymouth, Indiana 46563

**Phone No:** \_\_\_\_\_

**Phone No.** (574) 936-3161

**Cell No:** \_\_\_\_\_

**Cell No.** (574) 309-1703

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 Cooperative. All pricing for KWH sold by the cooperative and purchased by the cooperative from DG owner/operator shall be based on its latest applicable rate schedule approved by the Marshall County REMC Board of Directors.

- 1. Intent of Parties:** It is the intent of DG Owner/Operator to interconnect an electric power generator to the Cooperative’s electrical distribution system. It is the intent of the Cooperative to operate the distribution system to maintain a high level of service to their customers and to maintain a high level of power

quality. It is the intent of both parties to operate the facilities in a way that ensures the safety of the public and their employees.

- 2. Operating authority:** The DG Owner/Operator is responsible for establishing operating procedures and standards within their organization. The operating authority for the DG Owner/Operator shall ensure that the Operator in Charge of the generator 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 DG Owner/Operator is: \_\_\_\_\_.

- 3. Operator in Charge:** The operator in charge is the person identified by name or job title responsible for the real time operation of all electrical facilities related to the interconnection and owned by their organization.

The Operator in charge for the DG Owner/Operator is: \_\_\_\_\_.

- 4. Suspension of Interconnection:** It is intended that the interconnection should not compromise the Cooperative's protection or operational requirements. The operation of the DG Owner/Operator's System and the quality of electric energy supplied by the DG Owner/Operator shall meet the standards as specified by the Cooperative. If the operation of the DG Owner/Operator's system or quality of electric energy supplied, (in the case of power export), does not meet the standards as specified, then the Cooperative will notify the DG Owner/Operator to take reasonable and expedient corrective action. The Cooperative shall have the right to disconnect the DG Owner/Operator's System, until compliance is reasonably demonstrated. Notwithstanding, the Cooperative may in its sole discretion, disconnect the DG Owner/Operator's generating plant from the Distribution Facility without notice if the operating of the Generating Plant imposes a threat, in the cooperative's sole judgment, to life and property.

- 5. Maintenance Outages:** Maintenance outages will occasionally be required on the Cooperative's system, and the Cooperative will provide as much notice and planning as practical to minimize downtime. It is noted that in some emergency cases such' notice may not be practical. Compensation will not be made for unavailability of Cooperative's facilities due to outages. The contract information is listed in the third (3<sup>rd</sup>) paragraph.

- 6. Access:** Access is required at all times by the Cooperative to the DG Owner/Operator's plant site for maintenance, operating and meter reading. The Cooperative reserves the right, but not the obligation, to inspect the DG Owner/Operator's facilities.

7. **Disconnecting:** A Cooperative approved disconnecting device must be located at a common point of coupling for all interconnections. The disconnecting device must be accessible to the Cooperative personnel as a protective tagging location. The disconnecting device shall have a visible open gap when in the open position. The cost and ownership of the main disconnect shall be the responsibility of the DG Owner/Operator.
8. **Liability and Indemnification:** DG Owner/Operator shall assume liability for and shall indemnify the Cooperative for any claims, costs, and expenses of any kind or character to the extent that they result from DG Owner/Operator's negligence or other wrongful conduct in connection with the design, construction or operation of DG Owner/Operator's facility. The DG owner/operator shall provide proof of liability insurance providing coverage in the amount of at least \$1,000,000 for liability of the insured against loss arising out of the use of electrical facility. The coverage must remain in effect as long as the member is interconnected with the Cooperative's distribution system. A Certificate of Insurance shall be supplied to the Cooperative on an annual basis and Cooperative shall be named additional insured with indemnification.
9. **Excess Energy Production:** Excess energy produced by DG Owner/Operator shall be sold to Marshall County REMC in accordance with the Marshall County REMC Board approved Schedule DG.
10. **Metering:** DG Owner/Operator shall be responsible for all metering costs incurred by the Cooperative in association with DG Owner/Operator's sale of energy produced by the DG Owner/Operator to Marshall County REMC.
11. **Term:** This document is intended to be valid for a period of two 2 years and shall automatically renew for successive 1 year terms thereafter. It may be canceled by either party with not less than 30 days notice to the other party.
12. **Set Back Requirement:** It shall be the responsibility of the DG Owner/Operator to comply with all local zoning ordinances that apply. If there are no local zoning ordinances the set back requirement from any overhead electric facilities whether cooperative or DG Owner/Operator owned shall be a minimum of one and one half times the total operational height of the wind turbine (including tower and blade height.).
13. **Application:** Prior to DG Owner/Operator interconnection with Cooperative electrical facilities, a completed application for operation of customer-owned generation must be provided to Cooperative.
14. **Limitation of Agreement:** This agreement only applies to the above-specified equipment. Any upgrade or increase in capacity will require an amended agreement or cause suspension of the interconnection.

**AGREED TO BY:**

**DG Owner/Operator:**

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

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

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

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

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

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

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

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

**Marshall County REMC:**

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

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

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

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