

**JACKSON COUNTY RURAL ELECTRIC MEMBERSHIP CORPORATION**  
**MEMBER OWNED DISTRIBUTED GENERATION AGREEMENT**

*(Distributed Generation Interconnection Agreement 50 kW or less)*

This Interconnection Agreement (Agreement) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (Effective Date), by Jackson County Rural Electric Membership Corporation (Rural Electric), 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 requirements within the Rural Electric’s Member Owned Distributed Generation Manual shall be considered part of this contract.
- This agreement provides for the safe and orderly operation of the electrical facilities interconnecting the DG Owner/Operator’s facility and the electrical distribution facility owned by the Rural Electric.

Account Number: \_\_\_\_\_ Service Location: \_\_\_\_\_

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

**1. Intent of Parties:**

- It is the intent of the DG Owner/Operator to interconnect an electric power generator to the Rural Electric’s electrical distribution system.
- It is the intent of the Rural Electric 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 the DG Owner/Operator:

Name or Title: \_\_\_\_\_

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

Phone Number(s): \_\_\_\_\_

- 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:

Name or Title: \_\_\_\_\_

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

Phone Number(s): \_\_\_\_\_

- 4. Safe Operation and Maintenance:** 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.
- 5. Suspension of Interconnection:** It is intended that the interconnection should not compromise the Rural Electric'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 Rural Electric. 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 Rural Electric will notify the DG Owner/Operator to take reasonable and appropriate corrective action. The Rural Electric shall have the right to disconnect the DG Owner/Operator's System, until compliance is reasonably demonstrated. Notwithstanding, the Rural Electric 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 Rural Electric's sole judgment, to life and property.

- 6. Maintenance Outages:** Maintenance outages will occasionally be required on the Rural Electric's system, and the Rural Electric will provide as much notice and planning as practical to minimize downtime. It is noted that in some cases such notice may not be reasonably possible. Compensation will not be made for the unavailability of the Rural Electric's system due to an outage of any kind.
  
- 7. Access:** Access is required at all times by the Rural Electric to the DG Owner/Operator's site for maintenance, operating, and meter reading. The Rural Electric reserves the right, but not the obligation, to inspect the DG Owner/Operator's facilities.
  
- 8. Disconnect:**
  - The Rural Electric requires some means to visually disconnect the Rural Electric's system from the DG Owner/Operator's system.
  - If the DG Owner/Operator's system can be visually disconnected by an authorized REMC employee removing the Rural Electric's meter, then this arrangement will not require a separate safety disconnect.
  - If the DG Owner/Operator's system cannot be visually disconnected by an authorized REMC employee removing the Rural Electric's meter, then at the DG Owner/Operator's expense a lockable, manually operable, visible load-break disconnecting device is required to be installed in a location readily accessible to Rural Electric personnel to isolate the DG Owner/Operator's system for safety purposes.
  
- 9. Liability and Indemnification:** DG Owner/Operator shall assume all liability for and shall indemnify the Rural Electric for any claims, losses, 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.

**10. Insurance:** DG Owner/Operator shall carry adequate insurance coverage as outlined in Rural Electric's C37 Member Owned Distributed Generation Policy.

**11. Term:** This Agreement becomes effective when executed by both Parties and shall continue in effect until terminated. This Agreement may be canceled by either party with not less than 30 days prior written notice to the other party.

**AGREED TO BY:**

**DG Owner/Operator**

**Jackson County REMC**

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date