

**INTERCONNECTION AGREEMENT
FOR SELF-GENERATION IN EXCESS OF 10 kW**

THIS INTERCONNECTION AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 20____, by and between the Jasper Municipal Utilities (“Utility”), and _____, (“Customer”). Utility and Customer are hereinafter sometimes referred to individually as “Party” or collectively as “Parties”.

WITNESSETH:

WHEREAS, Customer is installing, or has installed, solar, wind, biomass, geothermal, hydroelectric, or other renewable generation equipment, controls, and protective relays and equipment (“Generation Facilities”) used to interconnect and operate in parallel with Utility’s electric system, which Generation Facilities are more fully described in Exhibit A, attached hereto and incorporated herein by this Agreement, and as follows:

Location: _____
(street address and parcel number(s)) _____

Generator Size and Type: _____; and

WHEREAS, the name plate rating of the Generation Facilities exceeds 10kW.

NOW, THEREFORE, in consideration thereof, Customer and Utility agree as follows:

1. Application. It is understood and agreed that this Agreement applies only to the operation of the Generation Facilities described above and on Exhibit A.
2. Interconnection. Utility agrees to allow Customer to interconnect and operate the Generation Facilities in parallel with Utility’s electric system in accordance with any operating procedures or other conditions specified in the *Application for Interconnection of Self Generation Facilities*, incorporated by reference and attached hereto as Exhibit A. By this Agreement, or by inspection, if any, or by non-rejection, or by approval, or in any other way, Utility does not give any warranty, express or implied, as to the adequacy, safety, compliance with applicable codes or requirements, or as to any other characteristics of the Generation Facilities. The Generation Facilities installed and operated by or for Customer shall comply with, and Customer represents and warrants their compliance with: (a) the National Electrical Code and the National Electrical Safety Code, as each may be revised from time to time; (b) Utility’s rules and regulations and Utility’s General Terms and Conditions for Electric Service, each as contained in Utility’s Electric Tariff (where applicable) and each as may be revised from time to time; and (c) all other applicable local, state, and federal codes and laws, as the same may be in effect from time to time. Customer shall install, operate, and maintain, at Customer’s sole cost and expense, the Generation Facilities in accordance with the manufacturer’s suggested practices for safe, efficient and reliable operation of the Generation Facilities in parallel with

Utility's electric system. Customer shall bear full responsibility for the installation, maintenance and safe operation of the Generation Facilities. Customer shall be responsible for protecting, at Customer's sole cost and expense, the Generation Facilities from any condition or disturbance on Utility's electric system, including, but not limited to, voltage sags or swells, system faults, outages, loss of a single phase of supply, equipment failures, switching transients and lightning or switching surges. Customer agrees that, without the prior written permission from Utility, no changes shall be made to the configuration of the Generation Facilities, as that configuration is described in Exhibit A, and no relay or other control or protection settings specified in Exhibit A shall be set, reset, adjusted or tampered with, except to the extent necessary to verify that the Generation Facilities comply with Utility approved settings.

3. Operation by Customer. Customer shall operate the Generation Facilities in such a manner so as not to cause undue fluctuations in voltage, intermittent load characteristics or otherwise interfere with the operation of Utility's electric system. At all times when the Generation Facilities are being operated in parallel with Utility's electric system, Customer shall operate the Generation Facilities in a manner that no disturbance will be produced to the service rendered by Utility to any of its other customers or to any electric system interconnected with Utility's electric system. Customer understands and agrees that the interconnection and operation of the Generation Facilities pursuant to this Agreement is secondary to, and shall not interfere with, Utility's ability to meet its primary responsibility of furnishing reasonably adequate service to its customers. Customer's control equipment for the Generation Facilities shall immediately, completely, and automatically disconnect and isolate the Generation Facilities from Utility's electric system in the event of a fault on Utility's electric system, a fault on Customer's electric system, or loss of a source or sources on Utility's electric system. The automatic disconnecting device included in such control equipment shall not be capable of reclosing until after service is restored on Utility's electric system. Additionally, if the fault is with Customer's Generation Facilities, such automatic disconnecting device shall not be reclosed until after the fault is isolated from Customer's facilities. Upon Utility's request, Customer shall promptly notify Utility whenever such automatic disconnecting devices operate.
4. Service Interruptions. Utility will endeavor to furnish continuous service, but does not guarantee uninterrupted service, and shall not be liable for any damages or revenue losses which the customer may sustain by reason of the failure of the energy, or failure or reversal of phases, whether caused by accident, repair or other causes; nor shall the utility be liable for damages that may be incurred by the use of electrical appliances, or the presence of the utility's property on customer's premises. Customer acknowledges that from time to time it may be necessary or desirable that electric service be temporarily interrupted for maintenance, construction, repairs, emergencies, other purposes, or failure of the City's suppliers to deliver power. During such periods, the Electric Utility assumes no responsibility and shall not be liable for any resulting loss which might be affected by the fact that electric service is interrupted for a period of time.
5. Liability for Damages. The Electric Utility shall not be liable for damages in case electric supply should be interrupted or fail by reason of a natural disaster, vandalism, accident, labor dispute or civil disorder. Further, the Electric Utility shall not be liable for damages in case

such supply should be interrupted due to causes or conditions beyond the Electric Utility's reasonable control, including necessary repairs, breakdowns or damage to sub-station equipment, transmission lines, distribution lines, generating facilities or other facilities of the Electric Utility.

- a. Unless otherwise provided in a contract between the Electric Utility and the customer, the point at which service is delivered by the Electric Utility to the customer (delivery point) shall be the point at which the customer's meter base and entrance conductor is connected to the Electric Utility's facilities. The Electric Utility shall not be liable for any loss, injury, or damage resulting from the customer's use of his equipment or occasioned by the energy furnished by the Electric Utility beyond the delivery point.
 - b. The customer shall provide and maintain suitable protective devices on his equipment to prevent any loss, injury or damage resulting from a single phasing condition or any other fluctuation or irregularity in the supply of energy.
 - c. The Electric Utility shall provide and maintain the necessary line or service connections, transformers (when the same are required by conditions of contract between the parties thereto), meters and other apparatus which may be required for the proper measurement of and protection to its service. All such apparatus shall be and remain the property of the Electric Utility.
 - d. Customer's Liability. Where damage or loss to Electric Utility property or equipment through misuse by, or negligence of, the customer or its employees is determined, the Electric Utility may charge the customer for the repair or replacement of said property or equipment at current cost, including labor, equipment rental, and a reasonable mark-up for administrative cost.
 - e. The customer shall agree, by application for, or acceptance of, electric service, that no person except employees of the Electric Utility shall be allowed to make any internal or external adjustments to any meter or any other apparatus which is the property of the Electric Utility.
6. Access by Utility. Upon reasonable advance notice to Customer, Utility shall have access at reasonable times to the Generation Facilities whether before, during or after the time the Generation Facilities first produce energy, to perform reasonable on-site inspections to verify that the installation and operation of the Generation Facilities comply with the requirements of this Agreement and to verify the proper installation and continuing safe operation of the Generation Facilities. Utility shall also have at all times immediate access to breakers or any other equipment that will isolate the Generation Facilities from Utility's electric system. The cost of such inspection(s) shall be at Utility's expense; however, Utility shall not be responsible for any other cost Customer may incur as a result of such inspection(s). Utility shall have the right and authority to isolate the Generation Facilities at Utility's sole discretion if Utility believes that: (a) continued interconnection and parallel operation of the Generation Facilities with Utility's electric system creates or contributes (or will create or contribute) to a system emergency on either Utility's or Customer's electric system; (b) the Generation Facilities are

not in compliance with the requirements of this Agreement, and the non-compliance adversely affects the safety, reliability or power quality of Utility's electric system; or (c) the Generation Facilities interfere with the operation of Utility's electric system. In nonemergency situations, Utility shall give Customer reasonable notice prior to isolating the Generating Facilities.

7. Rates and Other Charges. Monthly charges to serve the Customer's net load shall be determined with the Utility's Self-Generation charge (if applicable) and the standard service charges under which the Customer otherwise would be served. This Agreement does not constitute an agreement by Utility to purchase or wheel power produced by the Generation Facilities, or to furnish any backup, supplemental or other power or services associated with the Generation Facilities, and this Agreement does not address any charges for excess facilities that may be installed by Utility in connection with interconnection of the Generation Facilities. It is also understood that if any such excess facilities are required, including any additional metering equipment, as determined by Utility, in order for the Generation Facilities to interconnect with and operate in parallel with Utility's electric system, then such excess facilities shall be obtained and installed by the Jasper Municipal Electric Utility at the sole cost of the Customer. Customer shall reimburse the Utility for the cost of all material and labor to provide such excess facilities. Furthermore, Customer shall be responsible to provide any and all equipment and/or connections required to allow for monthly meter monitoring required, pursuant to Letter Agreement dated _____, between CUSTOMER and the Indiana Municipal Power Association ("IMPA"), incorporated by reference and attached hereto as Exhibit B.
8. Insurance. Customer shall procure and keep in force during all periods of parallel operation of the Generation Facilities with Utility's electric system, homeowners, commercial, or other insurance to protect the interests of Utility under this Agreement, with insurance carriers acceptable to Utility, and in amounts not less than one million dollars (\$1,000,000) for the liability of the insured against loss arising out of the use of generation equipment associated with interconnection under this rider. Customer shall deliver a certificate of insurance verifying the required coverage to Utility at least fifteen (15) days prior to any interconnection of the Generation Facilities with Utility's electric system, and thereafter as requested by Utility.
9. Indemnification. Customer shall indemnify and hold harmless the Utility, the City of Jasper, its employees, representatives, agents and subcontractors from and against all claims, liability, damages and expenses, including attorney's fees, based on any injury to any person, including the loss of life, or damage to any property, including the 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 Customer, his employees, agents, representatives, successors or assigns in the construction, ownership, operation or maintenance of the Customer's facilities used in connection with this Agreement. Upon written request of the Utility, the Customer shall defend any suit asserting a claim covered by this Section 7. If Utility is required to bring an action to enforce its rights under this Section 7, either as a separate action or in connection with another action, and said rights are upheld, the Customer shall reimburse such Utility for all expenses, including attorney's fees, incurred in connection with such action.

10. Effective Term and Termination Rights. This Agreement shall become effective when executed by both Parties and shall continue in effect until terminated in accordance with the provisions of this Agreement. This Agreement may be terminated for the following reasons: (a) Customer may terminate this Agreement at any time by giving Utility at least sixty (60) days' prior written notice stating Customer's intent to terminate this Agreement at the expiration of such notice period; (b) Utility may terminate this Agreement at any time following Customer's failure to generate energy from the Generation Facilities in parallel with Utility's electric system within twelve (12) months after completion of the interconnection provided for by this Agreement; (c) either Party may terminate this Agreement at any time by giving the other Party at least sixty (60) days' prior written notice that the other Party is in default of any of the material terms and conditions of this Agreement, so long as the notice specifies the basis for termination and there is reasonable opportunity for the Party in default to cure the default; or (d) Utility may terminate this Agreement at any time by giving Customer at least sixty (60) days' prior written notice in the event that there is a change in an applicable rule or statute affecting this Agreement.
11. Termination of Any Applicable Existing Agreement. From and after the date when service commences under this Agreement, this Agreement shall supersede any oral and/or written agreement or understanding between Utility and Customer concerning the service covered by this Agreement and any such agreement or understanding shall be deemed to be terminated as of the date service commences under this Agreement.
12. Force Majeure. For purposes of this Agreement, the term Force Majeure means any cause or event not reasonably within the control of the Party claiming Force Majeure, including, but not limited to, the following: acts of God, strikes, lockouts, or other industrial disturbances; acts of public enemies; orders or permits or the absence of the necessary orders or permits of any kind which have been properly applied for from the government of the United States, the State of Indiana, any political subdivision or municipal subdivision or any of their departments, agencies or officials, or any civil or military authority; unavailability of a fuel or resource used in connection with the generation of electricity; extraordinary delay in transportation; unforeseen soil conditions; equipment, material, supplies, labor or machinery shortages; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; storms; floods; washouts; drought; arrest; war; civil disturbances; explosions; breakage or accident to machinery, transmission lines, pipes or canals; partial or entire failure of utilities; breach of contract by any supplier, contractor, subcontractor, laborer or materialman; sabotage; injunction; blight; famine; blockade; or quarantine. If either Party is rendered wholly or partly unable to perform its obligations under this Agreement because of Force Majeure, both Parties shall be excused from whatever obligations under this Agreement are affected by the Force Majeure (other than the obligation to pay money) and shall not be liable or responsible for any delay in the performance of, or the inability to perform, any such obligations for so long as the Force Majeure continues. The Party suffering an occurrence of Force Majeure shall, as soon as is reasonably possible after such occurrence, give the other Party written notice describing the particulars of the occurrence and shall use commercially reasonable efforts to remedy its inability to perform; provided, however, that the settlement of any strike, walkout, lockout or other labor dispute shall be entirely within the discretion of the Party involved in such labor dispute.

13. Choice of Law. This Agreement and the rights and duties of the parties arising out of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana without reference to the conflict of laws rules thereof. The parties hereby submit to the jurisdiction of the Courts of Dubois County, Indiana for purposes of all legal proceedings that may arise under this Agreement. The parties hereto irrevocably waive, to the fullest extent permitted by Applicable Law, any objection which either may have or hereafter have to the personal jurisdiction of such court or the laying of the venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, OR STATEMENTS (WHETHER VERBAL OR WRITTEN), OF THE PARTIES.

IN WITNESS WHEREOF, the Parties have executed this Agreement, effective as of the date first above written.

“UTILITY”

“CUSTOMER”

Rick Stradtner, Chairman
Utility Service Board

Date: _____

Signature

Printed Name/Title

Date: _____

Adam Auffart, Secretary
Utility Service Board

Date: _____

Signature

Printed Name/Title

Date: _____