Community Development & Planning
City of Jasper
610 Main Street I PO Box 29
Jasper, IN 47547-0029
(812) 482-4255 I Fax (812) 482-7852
www.jasperindiana.gov

IMPROVEMENT LOCATION PERMIT APPLICATION

APPLICANT INFORMATION			
OWNER NAME:		**CONTACT NAME:**	
PHONE:		**EMAIL ADDRESS:**	
LOCATION ADDRESS:			
LEGAL DESCRIPTION:		**Approximate Cost:**	
Present Use of Property:	**Lot/Property Size:**	**Flood Hazard Area:** ☐ Yes ☐ No	
Proposed Use of Structure:	**Proposed Structure Size (SqFt):**	**Living Area Size (SqFt):**	
Proposed Structure Height (Ft):	**Number of Stories:**	**Number of Bedrooms:**	**Number of Bathrooms:**
Structure Material (wood, brick, vinyl, metal, etc.):	**No. of Parking Spaces:**	**Primary Structure Height (Ft):**	

Type of Work:	Residential:	Non-Residential:	CONTRACTORS
☐ New Structure ☐ Addition ☐ Accessory Structure	☐ Single Family ☐ Duplex ☐ Fourplex ☐ Apartment Bldg	☐ Commercial ☐ Industrial ☐ Government ☐ Institutional	General:_____ Phone:_____ Electric:_____ Phone:_____ Plumbing:_____ Phone:_____ Gas:_____ Phone:_____
Location of Work: ☐ Inside City Limits ☐ Outside City Limits			

UTILITY INFORMATION: Please complete below if you need new service. If no new service is needed, please check here: ☐

ELECTRIC: ☐ City of Jasper ☐ REMC Service Amps: _____ Voltage: _____
☐ Single Phase ☐ 3-Phase / 3 Wire ☐ 3 Phase / 4 Wire

WATER: ☐ City of Jasper ☐ Private ☐ Other: _____
Size of Service and Meter: _____ No. of private Fire Hydrants: _____ Sprinkler System: ☐ NO ☐ YES

WASTEWATER: ☐ City of Jasper ☐ Ireland Conservancy ☐ Private – *Attach Approved County Septic Permit*
Size of Service: _____ No. of Drains: _____ No. of Grease Traps: _____ Garbage Grinder: ☐ NO ☐ YES
Sump Pump: ☐ NO ☐ YES Where will the discharge go? _____
We recommend the installation of a CHECK FLAP VALVE on service lateral.

NATURAL GAS: ☐ City of Jasper ☐ Other: _____ Size of Service: _____ BTU's

Owner's Certificate: *I certify the information included in this permit application to be true and correct; that it is complaint with requirements of any plat for this real estate, and that I shall comply with and be subject to any and all applicable laws and ordinances as it relates to this project.*

Applicant's Signature: _____ Date: _____

FOR OFFICE USE ONLY		
Property Zoning	**Permit Fee**	**Permit Number**
Approval by: **Administrator**		**Approval Date**

SITE PLAN

SITE PLAN SHOULD INCLUDE LOT SIZE, ALL SET BACK DISTANCES, STREET NAMES, AND IMPROVEMENT DIMENSIONS.

(May attach a separate Site Plan)

No Building materials, supplies, or equipment shall be stored or placed on any thoroughfare. No construction debris, excavation dirt/refuse, or any other materials/substances emanating from this construction site shall be permitted to remain overnight on any public thoroughfare, and shall be cleaned and cleared from the thoroughfare, at the end of each workday. No structure, temporary or permanent, shall be constructed on any City or Utility easement.

CHECKLIST

The above or attached Site Plan must include the following information. Please check each box accordingly as you complete.

- ☐ Lot size dimensions in feet
- ☐ Structure dimensions in feet
- ☐ Outline of the footprint of proposed structure and existing structures
- ☐ Measurements in feet between proposed structures and property line on ALL four sides
- ☐ Location and dimensions of easements and driveway
- ☐ Street names
- ☐ Arrow pointing in the north direction

*****Property corners and proposed structure(s) must be staked/marked on your property*****

COMPLETING YOUR PERMIT

Simple Steps to Ensure an Accurate Application

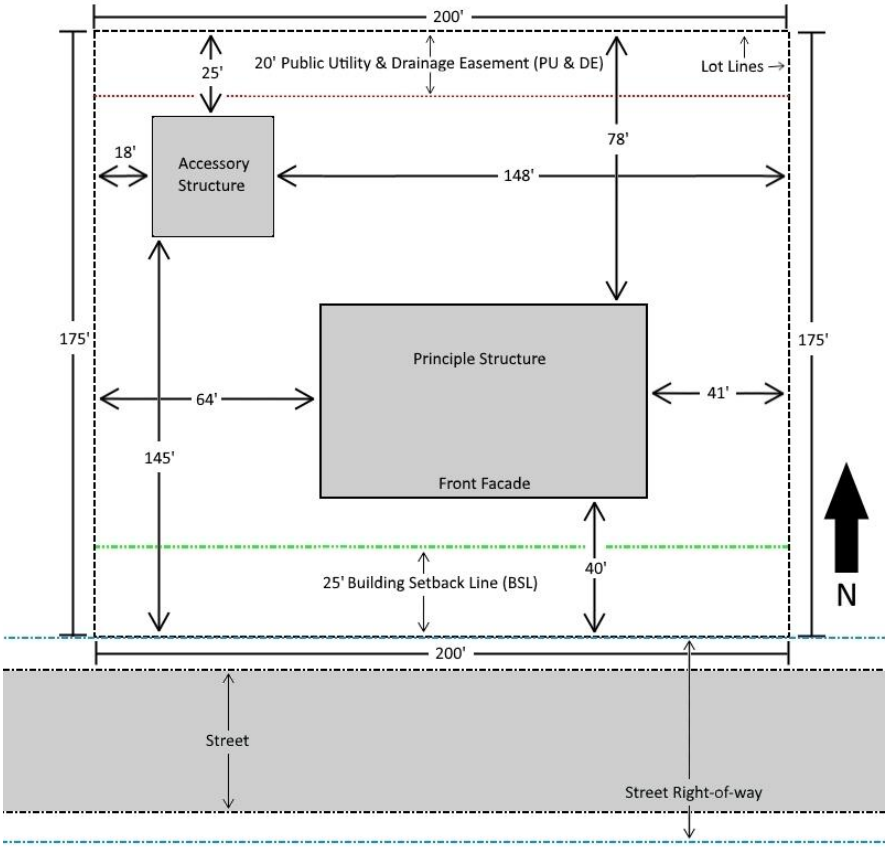
1. Fill Out the Permit with ALL Required Information.
2. Know Your Property Lines. If unsure, refer to your PLAT or DEED for your property. Understand the terms below and how they affect your property: easements, rights-of-way, setbacks.
3. Include Setback Measurements from ALL sides of the new structure from its furthest point to your property lines. See example drawing below. Setbacks are based on the zoning for your property.
4. Call us, Community Development and Planning Department, with questions: 812.482.4255.

SITE PLAN

A site plan is a "scaled" drawing that shows an overhead view of your lot indicating existing and proposed structures.
Please include these requirements for your site plan:

- ❑ Lot size and structure dimensions
- ❑ Footprint of proposed and existing structures
- ❑ Dimension distances between proposed structures and property line on ALL four sides
- ❑ Location and dimensions of easements and driveway
- ❑ Street names
- ❑ Arrow pointing in the north direction

Example



Understanding These Terms:

Right-of-Way Line is the limit of publicly owned land encompassing a Public Way.

Building Setback Line (BSL) is the distance which a *building* or other structure is set back from a street or road as identified on the Plat of the Subdivision or outlined in the zoning ordinance.

Public Utility & Drainage Easement (PU &DE) allows utility companies or government agencies the right to use the area. The property owner must keep the land maintained; including making sure the easement retains the same slope for drainage. No structures of any type, such as a portable lawn shed, swing set, fence, or landscaping, even temporarily, are permitted in this area. *Easements can be located along any property line.*

QUESTIONS ABOUT COMPLETING YOUR PERMIT? Call 812.482.4255 Email: planningtech@jasperindiana.gov

APPLICATION FOR INTERCONNECTION OF SELF GENERATION FACILITIES

Customer Name: _____

Customer Address: _____

Project Contact Person: _____

Phone No.: _____ Email Address: _____

Provide names and contact information for other contractors and engineering firms involved in the design and installation of the generation facilities:

_____ _____

_____ _____

_____ _____

Total nameplate generating capacity of customer's generation facilities: _____

_____

Type of Generator: ☐ Inverter-Based ☐ Synchronous ☐ Induction

Power Source[1]: ☐ Solar ☐ Wind ☐ Biomass
☐ Geothermal ☐ Hydroelectric ☐ Other Renewable

Has the equipment package been certified by a nationally recognized testing and certification laboratory as complying with IEEE 1547 Standard for Interconnecting Distributed Resources with Electric Power Systems (as amended and supplemented), and Underwriters Laboratories (UL) Standard 1741 on Inverters, Converters, and Controllers for Use in Independent Power Systems (January 2001)? ☐ Yes ☐ No

Indicate all possible operating modes for this generator facility:

☐ Emergency / Standby - Operated when Municipal Utility service is not available. Paralleling is for short durations.

☐ Peak Shaving - Operated during peak demand periods. Paralleling is for extended times.

☐ Base Load Power - Operated continuously at a pre-determined output. Paralleling is continuous.

☐ Cogeneration - Operated primarily to produce thermal energy. Paralleling is extended or continuous.

☐ Renewable non-dispatched - Operated in response to an available renewable resource such as solar or wind. Paralleling is for extended times.

☐ Other – Describe: _____

Will the Customer's Generation Facilities export power? ☐ Yes ☐ No

If yes, how much? _____

Customer has confirmed compliance with all local zoning standards? ☐ Yes ☐ No

_____ _____

Director, Planning and Development Date

[1] Subject to approval by Utility

APPLICANT

Organization	Printed Name/Title
Signature	Date

Customer has complied with all application requirements and receives favorable recommendation?

☐ Yes ☐ No

Manager, Jasper Municipal Electric Department	Date
General Manager, Jasper Municipal Utilities	Date

For this application to be considered complete, adequate documentation and information must be submitted that will allow Utility to determine the impact of the Generation Facilities on Utility's electric system and to confirm compliance by Customer with the provisions of Utility's rates and charges. Typically this should include the following:

1. Single-line diagram of the Customer's system showing all electrical equipment from the generator to the point of interconnection with Utility's distribution system, including generators, transformers, switchgear, switches, breakers, fuses, voltage transformers, and current transformers.
2. Control drawings for relays and breakers.
3. Site Plans showing the physical location of major equipment.
4. Relevant ratings of equipment. Transformer information should include capacity ratings, voltage ratings, winding arrangements, and impedance.
5. If protective relays are used, settings applicable to the interconnection protection. If programmable relays are used, a description of how the relay is programmed to operate as applicable to interconnection protection. Time-current curves are required for overcurrent devices showing actual settings.
6. For certified equipment, documentation confirming that a nationally recognized testing and certification laboratory has listed the equipment.
7. A description of how the generator system will be operated including all modes of operation.
8. For inverters, the manufacturer name, model number, and AC power rating and operating manual or link to manufacturer's web site containing such manual.
9. For synchronous generators, manufacturer and model number, nameplate ratings, and impedance data (Xd, X'd, & X" d).
10. For induction generators, manufacturer and model number, nameplate ratings, and locked rotor current.
11. Detailed information on anti-feedback protection equipment when utility power is deenergized.

This application is subject to further consideration and study by Utility and the possible need for additional documentation and information from Customer.

INTERCONNECTION AGREEMENT
FOR SELF-GENERATION

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: _____

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 as follows:

   a. For commercial customers with Generation Facilities, generating 10kW or more, 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.
   b. For residential customers with Generation Facilities generating less than 10kW, not less than one hundred thousand dollars ($100,000) for the liability of the insured against loss rising out of the use of generation equipment associated with interconnection under this rider.

   All Customers 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"
_____	_____
Chairman Utility Service Board	Signature
	_____
	Printed Name/Title
Date: _____	Date: _____
_____	_____
Secretary Utility Service Board	Signature
	_____
	Printed Name/Title
Date: _____	Date: _____

EXHIBIT "A"

City of Jasper

Minimum Insurance Requirements
Utility Business Office – Electric Utility

INTERCONNECTION OF SELF GENERATION FACILITIES (Residential)

The City of Jasper requires that all lessees provide the city with a Certificate of Insurance, including an "Additional Insured" endorsement. The City of Jasper's insurance requirements are indicated below.

*Comprehensive General Liability

Combined Single Limit/Per Occurrence $100,000
(Per Occurrence - not Aggregate Amount)

*It is essential that you verify with your insurance company that the City of Jasper is named Additional Insured and that we are identified as a Certificate Holder. For these purposes, our company name and address should appear as shown:

City of Jasper
c/o Department of Personnel/Safety/Loss Control
P.O. Box 29
Jasper, IN 47547-0029

Any questions regarding these requirements should be directed to:
Department of Personnel/Safety/Loss Control
(812) 482-4255
Fax: (812) 482-2674

SECTION 1. Chapter 16.07 of the Jasper Municipal Code, also known as Chapter 7 "Development Standards," shall be amended by **adding** Sub-chapter 7.24 "Solar Panel Installation Standards," with the following language:

A. **PERMITTED ACCESSORY USE.** Solar energy systems are a permitted accessory use in all zoning districts where structures of any sort are allowed, subject to certain requirements as set forth below. Solar carports and associated electric vehicle charging equipment are a permitted accessory use on surface parking lots in all districts regardless of the existence of another building. Solar energy systems that do not meet the following design standards will require a Special Exception.

1. **Height.** Solar energy systems must meet the following height requirements:
    i. Building or Roof-Mounted solar energy systems shall not exceed the maximum allowed height in any zoning district.
    ii. Ground or pole-mounted solar energy systems shall not exceed 18 feet in height when oriented at maximum tilt.
    iii. Solar Carports shall not exceed 20 feet in height.

2. **Setback.** Solar energy systems must meet the accessory structure setback for the zoning district and principal land use associated with the lot on which the system is located, as allowed below:
    i. **Roof or Building-mounted Solar Energy Systems.** The collector surface and mounting devices for roof-mounted solar energy systems shall not extend beyond the exterior perimeter of the building on which the systems is mounted or built, unless the collector and mounting systems has been explicitly engineered to safely extend beyond the edge, and setback standards are not violated.
        1. Solar panel setbacks:
            a. **Ridge Line:** A minimum 18-inch setback for the ridgeline for panels that cover 33% or less of the roof face, and a minimum 36-inch setback for panels that cover more than 33% of the roof face. (NFPA 1, Section 11.12)
            b. **Edges:** A minimum of 12" of space between solar panels and 36" from the edges of the roof.
    ii. **Ground-mounted Solar Energy Systems.** Ground-mounted solar energy systems may not extend in the side-yard or rear setback when oriented at the minimum design tilt, except as otherwise allowed for building mechanical systems.

3. **Visibility.** Solar energy systems in residential districts shall be designed to minimize visual impacts (i.e. Glare) from the public right-of-way to the extent that doing so does not affect the cost or efficacy of the system, consistent with Indiana Code 36-7-2-8.

4. **Aesthetic restriction.** Roof-mounted or ground-mounted solar energy systems shall not be restricted for aesthetic reasons if the system is not visible from the closest edge of any public right-of-way other than an alley or if the system meets the following standards

i. Roof-mounted systems on pitched roofs that are visible from the nearest edge of the front right-of-way shall have the same finished pitch as the roof and be no more than ten (10) inches above the roof
ii. Roof-mounted systems on flat roofs that are visible from the nearest edge of the front right-of-way shall not be more than five feet above the finished roof and are exempt from any rooftop equipment or mechanical system screening
iii. Reflectors – All solar energy systems using a reflector to enhance solar production shall minimize glare from the reflector affecting adjacent or nearby properties.

5. **Lot Coverage** – Ground-mounted systems shall meet the existing lot coverage restrictions for the zoning district except as defined below.
    i. Ground-mounted systems shall be exempt from lot coverage or impervious surface standards if the soil under the collector is maintained in vegetation and not compacted.
    ii. Ground-mounted systems shall not count toward the maximum number of accessory structures permitted.
    iii. Solar carports are exempt from lot coverage limitations.

6. **Plan Approval Required** – All solar energy systems requiring a building permit or other permit from the city of Jasper shall provide a site plan for review.
    i. **Plan Applications** – Improvement Location Permit applications for solar energy systems shall be accompanied by to-scale horizontal and vertical (elevation) drawings which must show the location of the system on the building or on the property, including property lines.
    ii. **Compliance with State Electric Code** – All photovoltaic systems shall comply with the Indiana State Electric Code.
    iii. **Compliance with State Plumbing Code** – Solar thermal systems shall comply with the applicable Indiana State Plumbing Code requirements.

B. **Commercial/Off-Site Generation (Solar Farm)**

1. **Ground Mounted Solar Equipment**
    i. Sites for ground mounted commercial solar facilities must be at least (3) acres in size.
    ii. Ground mounted solar facilities must have groundcover planted and maintained under all panels.
    iii. Equipment is subject to front yard and accessory structure setbacks according to UDO. Equipment is considered impervious and is, along with other structures and surfaces, subject to District Standards of the district Maximum Lot Coverage.
    iv. Unless roof mounted, commercial solar facilities must set back a minimum of one hundred (100) feet from any neighboring house or business.
    v. The maximum height limit permitted for equipment is eighteen (18) feet.

vi. Commercial/Off-Site (Solar Farms) are only permitted in A1, I1, and I2 zones. All other zones will be considered after filing a Special Exception petition with the Board of Zoning Appeals.

2. **Decommissioning.** A decommissioning plan shall be required to ensure that facilities are properly removed after their use.
    i. Decommissioning of the system must occur in the event the project does not produce power for 12 consecutive months. An owner may petition for an extension for this period upon showing of reasonable circumstances that have caused the delay.
3. Disposal of structures and/or foundations shall meet the provisions of the City of Jasper Solid Waste Ordinance.

C. **Process for Filing a Permit for Residential and Commercial Solar Energy Use**

1. Submit a completed **Improvement Location Permit** (All Applicants) https://jasperindiana.gov/egov/documents/1596026531_78061.pdf
2. Submit an **Application for Interconnection** - (All Applicants)
3. Submit an **Interconnection Agreement for Self-Generation** application (All Applicants)
4. **Certificate of Insurance** (All applicants) Must provide COI (Certificate of Insurance)
5. **Power Purchase Agreement** – Required for some applicants that intend to sell excess power to IMPA (Indiana Municipal Power Agency)

More information: https://www.impa.com/resources/customergeneration/
All applications required by this Section 7.24(C), may be obtained through the City's website or in person at the Jasper Municipal Utility Business Office and/or the City of Jasper Department of Community Development and Planning.

D. **Definitions**

1. **Glare minimization;** IC 8-1-42-14 adjacent properties and roadways; vehicular traffic, Except as otherwise allowed by IC 36-7-4-1109, a system installed by a project owner must be designed and constructed to: (1) minimize glare on adjacent properties and roadways; and (2) not interfere with vehicular traffic, including air traffic.
2. **Ground-Mounted** – A solar energy system mounted on a rack or pole that rests or is attached to the ground. Ground-mounted systems can be either accessory or principal uses.
3. **Photovoltaic System** – A solar energy system that converts solar energy directly into electricity.
4. **Pollinator-Friendly Solar Energy** – A community- or large-scale solar energy system that meets the requirements of the 2020 Indiana Solar Site Pollinator Habitat Planning Scorecard developed by Purdue University or another pollinator-friendly checklist developed by a third-party as a solar-pollinator standard designed for Midwestern eco-systems, soils, and habitat.
5. **Renewable Energy Easement, Solar Energy Easement** – An easement that limits the height or location, or both, of permissible development on the burdened land in terms of a structure or vegetation, or both, for the purpose of providing access for the benefited land to wind or sunlight passing over the burdened land.

6. **Roof-Mounted** – A solar energy system mounted on a rack that is fastened to or ballasted on a structure roof. Roof-mounted systems are accessory to the principal use.
7. **Roof Pitch** – The final exterior slope of a roof calculated by the rise over the run, typically but not exclusively expressed in twelfths such as 3/12, 9/12, 12/12.
8. **Solar Carport** – A solar energy system of any size that is installed on a carport structure that is accessory to a parking area, and which may include electric vehicle supply equipment or energy storage facilities.
9. **Solar Collector** – A device, structure or a part of a device or structure for which the primary purpose is to transform solar radiant energy into thermal, mechanical, chemical, or electrical energy. The collector does not include frames, supports, or mounting hardware.
10. **Solar Energy** – Radiant energy received from the sun that can be collected in the form of heat or light by a solar collector.
11. **Solar Energy System** – A device, array of devices, or structural design feature, the purpose of which is to provide for generation or storage of electricity from sunlight, or the collection, storage, and distribution of solar energy for space heating or cooling, daylight for interior lighting, or water heating.
12. **Maximum Tilt** – The point at which the solar panel is at its most upright point (vertical). The overall height of a system is determined by its maximum tilt.
13. **Minimum Tilt** – The point at which the solar panel is at its least upright point (horizontal). The overall width of a system is determined by its maximum tilt.