

**RUSHSHELBY ENERGY AGREEMENT
FOR INTERCONNECTION OF DISTRIBUTED GENERATION**

This Interconnection Agreement (“Agreement”) is made and entered into this ____ day of _____, 20____, by RushShelby Energy, (“Cooperative”), a corporation organized under the laws of the State of Indiana as a rural electric membership corporation, and _____ (“Member”), 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:

This agreement provides for the safe and orderly operation of the electrical facilities interconnecting the Member’s facility at _____ and the electrical distribution facility owned by the Cooperative.

This Agreement does not supersede any requirements of any bylaws, applicable tariffs, rates, rules and regulations in place between the Member and the Cooperative.

1. **Intent of Parties:** It is the intent of the Member 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. **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 the Member.

The operator in charge for the Member is _____ whose address is _____ and whose telephone number is _____.

3. **Suspension of Interconnection:** It is intended that the interconnection should not compromise the Cooperative’s protection or operational requirements. The operation of the Member’s generating system and the quality of electric energy supplied by the Member shall meet the standards as specified by the Cooperative. If the operation of the Member’s generating 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 Member to take reasonable and appropriate corrective action. The Cooperative shall have the right to disconnect the Member’s generating system until compliance is reasonably demonstrated. Notwithstanding, the Cooperative may in its sole discretion disconnect the Member’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.

4. **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.

5. **Access:** Access is required at all times by the Cooperative to the Member's site for maintenance, operating and meter reading. The Cooperative reserves the right, but not the obligation, to inspect the Member's facilities.

6. **Net-Billing Rates and Procedures:** Cooperative will utilize a net-billing process for Generators interconnected with the Cooperative's distribution system. Charges and credits shall be established in accordance with the Cooperative's Net Billing Rate Schedule as it may be amended from time to time and which is incorporated herein by reference. Cooperative will provide (at customer's expense) and maintain (at customer's expense) all metering equipment necessary to implement net-billing. If the value of the generation service the Member provides to the Cooperative is less than the value of the electric services the Cooperative provided to the Member, the Member will pay Cooperative the net difference. If the value of the generation service the Member provides to the Cooperative is greater than the value of the electric services Cooperative provided to the Member, the Member will receive a credit that will be applied to future billing periods. If the Member discontinues operation of the Generator, any remaining credits will be credited to the Member.

7. **Liability and Indemnification:** Member shall assume all liability for and shall indemnify the Cooperative for any claims, losses, costs, and expenses of any kind or character to the extent that they result from the Member's negligence or other wrongful conduct in connection with the design, construction or operation of the Member's facility.

8. **Term:** This Agreement becomes effective when executed by both Parties and shall continue in effect until terminated. It may be canceled by the Member with not less than 30 days notice to the other party. Cooperative may cancel it if Member is in breach of it or is inactive for 6 months.

AGREED TO BY

Member

RushShelby Energy

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____