

AGREEMENT FOR STUDY SERVICES
Distribution System Impact Study

This Agreement for Study Services (“Agreement”) is made and entered into this ____ day of _____, 20____, by **Marshall County Rural Electric Membership Cooperative (REMC)**, hereinafter referred to as “the Corporation”, a corporation organized under the laws of the State of Indiana and _____ (Member) whose offices are located at _____

_____.

The Corporation and Member may herein be referred to collectively as “Parties” or singularly as “Party”.

WHEREAS, Corporation operates an electric utility which generates, purchases, sells, and transmits electricity; and

WHEREAS, Member desires engineering services to be provided by Corporation as described herein;

Now, THEREFORE, in consideration of and subject to the mutual covenants stated below, the Parties agree as follows:

1. The Member requests Corporation to perform engineering services for Member as described in Attachment A (the “Work”) or as may be separately agreed to in writing by both Parties. Member agrees to provide Corporation the necessary information to allow Corporation to perform the Work.

2. In consideration for Corporation performing the Work, Member agrees to pay Corporation the costs and charges incurred by Corporation, including the hourly labor costs plus associated benefits of Corporation employees, associated with performing the Work.

3. The Corporation shall proceed with the Work and shall complete it subject to other work or activities already underway by Corporation. Corporation shall notify Member if Corporation experiences delays in completing the Work and shall keep Member apprised of an estimated completion date.

4. Within five days of the Effective Date, Member shall provide Corporation with a \$5,000 pre-payment to cover the estimated cost of the Work. The Corporation will invoice Member for any additional costs that exceed the pre-payment amount and Member shall pay such amount(s) within 30 days of the date of each invoice. Any excess funds remaining after completion of the Work shall be refunded to Member within 30 days.

5. By performing the Work, The Corporation makes no commitment, agreement, or

arrangement beyond the performance of the Work and expressly disclaims any warranty to or from the Work. The Corporation accepts no liability for any special, punitive, incidental, or consequential loss or damage whatsoever resulting from the Corporation's performance of the Work. No result of the Work shall obligate the Corporation to any conclusion or course of action.

6. The validity, interpretation, and performance of this Agreement and each of its provisions shall be governed by laws of the State of Indiana, without regard to its conflicts of law principles. The Parties agree that for any action brought under or regarding this Contract, the exclusive venue for such action shall be in the state or federal courts located in or encompassing Marshall County, Indiana. The Parties hereby agree to waive trial by jury, and this signed Agreement may be submitted as evidence of such jury waiver.

7. This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means ("Electronic Signature"), shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Contract for all purposes. Electronic Signature of a Party shall be deemed to be an original signature for all purposes.

IN WITNESS WHEREOF, the Corporation and Member have signed and delivered this Agreement as of the date first above written

**Marshall County Rural Electric Cooperative,
dba Marshall County REMC**

Member: _____

By: _____

By: _____

Printed Name

Printed Name

Title

Title

Attachment A

The Work to be performed by Corporation for Member is summarized below.

Project Description: Perform a System Impact Study as defined by the most current version of IEEE Std 1547.7™ (*IEEE Guide for Conducting Distribution Impact Studies for Distributed Resource Interconnection*).

IEEE Std 1547.7™ is part of the IEEE 1547™ series of standards. Distributed Resource (DR) interconnection may contribute to resultant conditions that could exceed what was normally planned for and built into the distribution system. System Impact Studies evaluate the potential impacts of a DR or aggregate DR interconnected to the electric power distribution system and identify any corrective actions or equipment installations required to maintain the electric power distribution system integrity and safety requirements.

Pre-Payment Amount: \$5,000

Estimated Cost of Work: \$5,000 - \$7,500

Scope of Services:

Perform a System Impact Study for **XXX Project** per the most current version of IEEE Std 1547.7™ (*IEEE Guide for Conducting Distribution Impact Studies for Distributed Resource Interconnection*).

Study Assumptions:

List XXX Project assumptions as applicable.

Information to be Provided by Member:

Completed DER Application with all requested information and documentation demonstrating the DER project meets the Cooperative's technical requirements per the active version of the Cooperative's *Distributed Generation Technical Requirements*.

Study Output:

Written report summarizing the System Impact Study analysis and methodology, results, equipment installation requirements, system upgrades and estimated cost to interconnect the proposed DER. All deliverables shall be made via email or electronic file transfer in PDF format.

Study Schedule:

The System Impact Study is estimated to require approximately 1-3 months to complete, once all required information is submitted to the Cooperative for review. Length of time subject to completeness of data submittal, project complexity and timely communication.

Limitations:

Completion of this Work does not impose or imply any obligation by the Corporation to proceed with construction of any new facilities or allow any new connection to the Corporation electric system, without a mutual agreement between the Parties regarding the addition and ownership of any new or existing facilities, the schedule for construction, and the relevant cost and recovery issues. Such cost and recovery issues include, but may not be limited to, cost impacts to other Corporation Members resulting from this project.