

PLAN J CONTRACT

DISTRIBUTED ENERGY RESOURCE INTERCONNECTION AGREEMENT
INVERTER-BASED RESOURCES UP TO 100 kW

This Agreement is made _____ between Grand Valley Rural Power Lines, Inc. (hereinafter "Utility"), and _____ (hereinafter "Interconnection Customer"), a corporation partnership individual.

Service supplied under the applicable rate tariff is subject to the terms and conditions set forth in this Agreement and the Utility's Rules and Regulations and Interconnection Policy, which may be changed from time to time by the Utility, and the following conditions:

1. Interconnection Customer is planning to construct, own, operate, and maintain a Distributed Energy Resource Facility (hereinafter referred to as the "Facility"), interconnected with the Utility's electric system for parallel system operation, located at _____ with a DC design capacity of _____ kiloWatts. The Interconnection Customer may proceed to construct the Facility when the Utility approves the interconnection request.
2. The Interconnection Customer may operate the Facility and interconnect with the Utility's electric system once all the following have occurred:
 - a) The Interconnection Customer has obtained, as required by the authoritative jurisdiction, an inspection of the Facility for compliance with the National Electric Code.
 - b) The Interconnection Customer has provided and installed a lockable AC disconnect switch for the required interactive connection to the Utility's electric system, which shall be labeled "Utility Disconnect Switch".
 - c) The Interconnection Customer completes and returns the Interconnection Agreement and Certificate of Completion to the Utility.
 - d) The Utility has completed its inspection of the Facility.
3. The Utility has the right to disconnect the Facility in the event of improper installation or failure to return the Certificate of Completion.

4. The Interconnection Customer shall be fully responsible to operate, maintain, and repair the Facility as required to ensure that it complies at all times with the interconnection standards to which it has been certified. The Interconnection Customer shall also ensure that the Facility complies with the Utility's Interconnection Procedures and Interconnection Guidelines as stated in the Interconnection Policy.
5. The Utility shall have access to the disconnect switch and metering equipment at all times. The Interconnection Customer shall provide access during normal business hours by pre-arrangement. During emergency situations, the Interconnection Customer shall provide the Utility immediate access. The Utility has the right to inspect the Facility after notification if, in the Utility's opinion, there is reason to question the safe operation of the Facility.
6. The Utility may temporarily disconnect the Facility upon the following conditions:
 - a) If, in the opinion of the Utility, the Interconnection Customer's operation of the Facility or interconnection equipment threatens to harm the Utility's personnel, equipment, or other customers' equipment, the Utility shall, at their sole discretion, cease parallel electrical generation and/or physically disconnect the Interconnection Customer's Facility from the Utility's electric system. Verbal notice of the disconnection will be provided to the Interconnection Customer's Facility operator. Written notice of the disconnection shall be provided to the Interconnection Customer no later than three (3) business days subsequent to the disconnection; or
 - b) For scheduled outages, the Utility will attempt to contact the Interconnection Customer to notify and schedule the outages; or
 - c) For unscheduled outages or emergency conditions; or
 - d) If the Facility does not operate in a manner consistent with the terms and conditions of this Agreement, the Utility's Rules and Regulations, or the Utility's Interconnection Policy.
7. Each Party shall be responsible for and shall defend, indemnify and hold the other Party harmless from and against any and all claims or causes of action for personal injury, death, property damage or loss, or violation of governmental laws, regulations, or orders, including costs and expenses, court costs and attorney fees, which injury, death, damage, loss or violation occurs on or is caused by operations of equipment or facilities on the Party's respective side of the point of connection. Notwithstanding the above, each Party shall be solely responsible for and shall defend, indemnify, and hold harmless the other Party from and against any and all claims or causes of action for personal injury, death, property damage or loss, or violation of

governmental laws, regulations, or orders, including costs and expenses, court costs and attorney fees, wherever occurring, which injury, death, damage, loss, or violation is due solely to the acts or omissions of such Party, including the use of defective equipment or faulty installation or maintenance of equipment by such Party. However, nothing contained in this section shall be construed as relieving or releasing either Party from liability for personal injury, death, property damage or loss, or violation of governmental laws, regulations, or orders, wherever occurring, resulting from its own negligence or the negligence of any of its officers, servants, agents or employees, or the intentional wrongdoing by the indemnified Party. In the event of concurrent negligence, liability shall be apportioned between the Parties according to each Party's respective fault. Neither Party shall be liable to the other or any other third party, in contract or in tort or otherwise, for loss of use of equipment and related expenses, expense involving the cost of capital, claims of customers of either Party as applicable, loss of profits or revenues, cost of purchase of replacement power, or any indirect, incidental, or consequential loss or damage whatsoever.

8. For systems with a capacity of 100 kW or less, the Interconnection Customer is not required to secure additional insurance.
9. Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, incidental, special, consequential, or punitive damages of any kind whatsoever.
10. This Agreement for parallel system operation may be terminated under the following conditions:
 - a) By the written notice provided by the Interconnection Customer to the Utility; or
 - b) By the Utility if the Facility fails to operate for any consecutive 12-month period or if the Interconnection Customer fails to remedy a violation of this Agreement; or
 - c) This Agreement shall continue in effect after termination to the extent necessary to allow or require either Party to fulfill rights or obligations that arose under the Agreement.
11. In the event this Agreement is terminated, the Utility shall have the right to permanently disconnect its facilities or direct the Interconnection Customer to permanently disconnect its Facility.
12. This Agreement shall survive the transfer of ownership of the Facility to a new owner when the new owner agrees in writing to comply with the terms of this Agreement and notifies the Utility. This Agreement shall be binding upon and shall inure to the benefit of, or may be performed by, the

successors and assigns of the parties, except that no assignment, pledge, or other transfer of this Agreement by any party shall operate to release the assignor, pledgor or transferor from any of its obligations under this Agreement unless consent to the release is given in writing by the Party, its successors or assigns.

13. The Utility shall provide, own, operate, and maintain the meter necessary to measure both the electric power and energy supplied by the Utility and the net energy produced by the Facility. The Utility will work with the Interconnection Customer to determine the appropriate location of its meter, metering equipment, and disconnecting devices.
14. All material and equipment necessary for electric utility service under this schedule will be installed, owned, operated, and maintained by the Utility in accordance with this Agreement, its Rules and Regulations, and its Interconnection Policy. Service entrance materials and equipment, and Facilities with switches and protective devices, shall be installed, owned, and maintained by the Interconnection Customer. The Utility shall have a reasonable time after the termination of service to remove the Utility's equipment for service hereunder.
15. The Interconnection Customer shall notify the Utility of any service failure or damage to the Utility's or Interconnection Customer's equipment necessary for service hereunder. Repair and/or replacement of the Utility's equipment shall be provided by the Utility as soon as practicable, subject to the Utility's operating schedules, after the notification of service failure.
16. The Interconnection Customer shall be billed for all electric power and energy delivered by the Utility at the applicable rate based on the currently approved rate tariff. Interconnection Customer will be billed the applicable minimum charges each month of the applicable electric service rate, even in months when negative or no net electric consumption by the Interconnection Customer results. Energy production of the Facility in excess of the Interconnection Customer's consumption at the interconnected service location will be accounted for and credited based on the currently approved net-metering tariff (GEN-1).
17. This Agreement shall be in force and effect from the date hereof and effective until termination by either Party via written notice to the other.
18. Additional provisions to this Agreement:
 None Certification Regarding Employment Verification is attached as a part of this Agreement.

IN WITNESS WHEREOF, The Parties hereto have caused this Interconnection Agreement to be executed in their respective names as to the date and year first above written.

By _____
Title

Grand Valley Rural Power Lines, Inc.

By _____
Matthew Williams
Manager of Engineering

Revised 5/24/2022