

PLAN J

10 kW CERTIFIED INVERTER  
INTERCONNECTION SERVICE AGREEMENT

This agreement is made \_\_\_\_\_ between Grand Valley Rural Power Lines, Inc. (hereinafter "Utility"), and \_\_\_\_\_ (hereinafter "Interconnection Customer") corporation partnership individual.

Service supplied under the applicable rate schedule is subject to the terms and conditions set forth in the agreement between the consumer and Utility, the Utility's Rules and Regulations, which Rules and Regulations as well as its Procedures and Guidelines 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 generating facility, interconnected with the Utility's grid (hereinafter referred to as the "Facility") for parallel system operation, located at \_\_\_\_\_ with a design capacity of \_\_\_\_\_ kiloWatts. The Interconnection Customer may proceed to construct the generating facility when the Utility approves the interconnection request.
2. The Interconnection Customer may operate the generating facility and interconnect with the Utility's electric system once all the following have occurred:
  - a) Interconnection Customer has obtained or is in the process of obtaining, as required by the authoritative jurisdiction, inspection of the Facility for compliance with the National Electric Code. The Interconnection Customer shall provide a lockable AC disconnect switch for the required interactive connection to the Utility's power system and as such shall be labeled "Utility Disconnect Switch".
  - b) The Interconnection Customer completes and returns the Interconnection Agreement, Certificate of Completion and proof of insurance to the Utility.
  - c) The Utility has completed it's inspection of the generating facility.
  - d) The Utility has the right to disconnect the generating facility in the event of improper installation or failure to return the certificate of installation.

3. The Interconnection Customer shall be fully responsible to operate, maintain, and repair the generating 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 generating facility complies with the Utilities Interconnection Procedures and Interconnection Guidelines.
4. 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.
5. The Utility may temporarily disconnect the generating 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.
  - b) For scheduled outages, the Utility will attempt to contact the Interconnection Customer to notify and schedule the outages.
  - c) For unscheduled outages or emergency conditions.
  - d) If the generating facility does not operate in the manner consistent with the terms and conditions of this Agreement.
6. 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 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.

7. The Interconnection Customer shall secure and maintain in effect during the term of this Agreement, at the Interconnection Customer's expense, liability insurance with a combined single limit for bodily injury and property damage of not less than \$300,000.00 for each occurrence. Such liability insurance shall not exclude coverage for any incident related to the generation facility or its operation. The Utility shall be named as an additional insured under the liability policy unless the system is a solar system installed on a premise using the residential tariff and has a design capacity of 10 kW or less. The policy shall include that written notice be given to the utility at least 30 days prior to any cancellation or reduction of any coverage. A copy of the liability insurance certificate must be received by the Utility prior to generation facility operation. Certificates of insurance evidencing the requisite coverage and provision(s) shall be furnished to the Utility prior to date of interconnection of the generation facility. The Utility shall be permitted to periodically obtain proof of current insurance coverage from the Interconnection Customer in order to verify proper liability insurance coverage. The Interconnection Customer will not be allowed to commence or continue interconnected operations unless evidence is provided that satisfactory insurance coverage is in effect at all times.
8. 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 what so ever.

9. This Agreement for parallel system operation may be terminated under the following conditions:
  - a) By the Interconnection Customer providing written notice to the Utility
  - b) By the Utility if the generating facility fails to operate for any consecutive 12 month period or if the customer fails to remedy a violation of this Agreement.
  - c) 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 generating facility.
  - d) 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.
10. This Agreement shall survive the transfer of ownership of the generating 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.
11. 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 photovoltaic system. The Utility will work with the Interconnection Customer to determine the appropriate location of its meter, metering equipment and disconnecting devices.
12. 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 the agreement and its Rules and Regulations. Service entrance materials and equipment, and photovoltaic systems including switches and protective devices, shall be installed, owned and maintained by the Interconnection Customer. The Utility shall have reasonable time after the termination of service to remove the Utility's equipment for service hereunder.
13. 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.

14. The Interconnection Customer shall be billed all electric power and energy delivered by the Utility at the applicable rate and the Utility's Net Metering Generation Rate, GEN-1.
15. 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.
16. Additional provisions to this Agreement:  
    none      Certification Regarding Employment Verification are attached as a part of this Agreement.

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

By \_\_\_\_\_

\_\_\_\_\_

Grand Valley Rural Power Lines, Inc.

By \_\_\_\_\_

Thomas Walch  
General Manager and Executive Vice President