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		Revision No.	7
		Effective Date	2/16/2018
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Small Generation Interconnection Procedures

The following *Small Generation Interconnection Procedures* (“**SGIP**”) shall apply to all Small Generating Facilities connecting with Intermountain Rural Electric Association’s (“**Association**”) System where the total nameplate generating capacity connected at one meter location is less than ten (10) MW, including eligible renewable energy resources and “Qualifying Facilities” as defined in Section 201 of the Public Utilities Regulatory Policies Act of 1978 (“PURPA”), applying for connection to the Association System. These Procedures are intended to comply with the applicable requirements applied to the Association by: the Colorado Public Utilities Commission (to the extent applicable), USDA Rural Utilities Service (to the extent applicable), the Federal Energy Regulation Commission (to the extent applicable), the Association’s Power Purchase Agreements, and all other applicable laws, rules and regulations.

The Association may interconnect with the following Small Generating Facilities:

1. A Certified inverter-based Small Generating Facility with residential class service where the total nameplate generating capacity connected at one meter location is the lesser of 120% of the twelve (12) month historical usage at the meter location or ten (10) kW or less or a commercial class service where the total nameplate generating capacity connected at one meter location is the lesser of 120% of the twelve (12) month historical usage at the meter location or twenty-five (25) kW or less pursuant to the Level 1 or 1A Process (25 kW Inverter Process).
2. A Certified Small Generating Facility where the total nameplate generating capacity connected at one meter location is two (2) MW or less pursuant to the Level 2 Process.
3. A Small Generating Facility with commercial class service where the total nameplate generating capacity connected at one meter location is ten (10) MW or less pursuant to the Level 3 Process.

The Association has both the right and obligation under the regulations implementing PURPA to purchase energy and capacity from Qualifying Facilities, as defined in Section 201 of PURPA. The amount of energy and capacity purchased by the Association is subject to the capability of the Association’s electric system to accept and deliver such energy and capacity,


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as determined solely by the Association. In order for the Association to comply with its Power Purchase Agreements, purchase of energy, capacity or both from a Qualifying Facility with a connected nameplate generating capacity of greater than twenty-five (25) kW may require a contract with the Association's power purchasing partners, including Public Service Company of Colorado d/b/a Xcel Energy. The Association will coordinate the contract procedure between the Interconnection Customer and Xcel Energy. Interconnection arrangements for Qualifying Facilities larger than ten (10) MW of installed capacity will be negotiated on a case by case basis.

Section 1. Application

A. Applicability

1. The Association permits interconnection of any Small Generating Facility that meets the requirements set forth in these Procedures and the Association's Small Generation Interconnection Guidelines, including all standards concerning protective equipment, inspection, maintenance, insurance, metering and liability. The Association shall evaluate each Interconnection Request on a case-by-case-basis. The Association's processes for evaluating Interconnection Requests are as follows:
 - a. Level 1 Process (See Attachment 5) – An Interconnection Request to connect a Certified inverter-based Small Generating Facility no larger than ten (10) kW for residential or twenty-five (25) kW for commercial nor 120% of the twelve month historical usage at the metering point shall be evaluated by the Association under its simplified interconnection procedures outlined in the Level 1 Process.
 - i. A Level 1A process (See Attachment 5A) is available for planned community developments with an aggregate installation exceeding 75kW and 25 individual interconnections meeting the requirements of a Level 1 Process application.
 - b. Level 2 Process (Fast Track Process) – An Interconnection Request to interconnect a Certified Small Generating Facility no


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larger than two (2) MW shall be evaluated by the Association under the Level 2 Process (Fast Track Process).

- c. Level 3 Process – An Interconnection Request to connect a Small Generating Facility larger than two (2) MW but no larger than ten (10) MW, a Small Generating Facility that is not Certified, or a Certified Small Generating Facility that does not pass the Level 1 Process or Level 2 Process shall be evaluated by the Association under the Level 3 Process.
2. Capitalized terms used herein shall have the meanings specified in the Glossary of Terms in Attachment 1.
3. Prior to submitting its Interconnection Request (Attachment 2 for the Level 2 or Level 3 Process; or Attachment 5 for the Level 1 or 1A Process), the Interconnection Customer may consult with the Association to determine whether the proposed interconnection is subject to these Procedures. The Association shall respond to such informal request within fifteen (15) Business Days.
4. As a condition of interconnection with the Association’s System, each Interconnection Customer shall comply with requirements to ensure infrastructure security, operational security, including physical, operational, and cyber-security, as determined by the Association or required by applicable law. The Association shall take account of requirements and recommendations of the President’s “Critical Infrastructure Protection Board” and best practice recommendations from the electric reliability authority. The Interconnection Customer shall provide all security measures required by the Association.

B. Pre-Application

1. The Association, through its Engineering Department, will provide basic information on the application process and the Association’s system upon request from the Interconnection Customer presenting a proposed project for a specific site.
2. Information for contacting the Association shall be made available on the Association’s website (www.irea.coop).
3. In responding to any other informal request from an Interconnection Customer, the Association may provide information regarding specific


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locations, feeders, or small areas of the Association’s System. Such information may include relevant system studies, interconnection studies, and other information useful in understanding a particular point of interconnection on the Association’s System.

4. The Association shall not be required to provide information to the Interconnection Customer that would violate confidentiality provisions of prior agreements or critical infrastructure requirements. The Association shall comply with reasonable requests for such information unless such information is proprietary or confidential and cannot be provided pursuant to a confidentiality agreement.

C. Interconnection Request

1. The Interconnection Customer shall submit an Interconnection Request (Attachment 2 or Attachment 5, as the case may be) to the Association as required in this procedure, together with the processing fee or deposit specified in the Interconnection Request. The Interconnection Request shall be date- and time-stamped upon receipt. The original date- and time-stamp applied to the Interconnection Request at the time of its original submission shall be accepted as the qualifying date- and time-stamp for the purposes of any timetable in this procedure.
2. The Association shall notify the Interconnection Customer of receipt of the Interconnection Request within three (3) Business Days of such receipt. The notification may be to an e-mail address or fax number provided by the Interconnection Customer.
3. The Association shall notify the Interconnection Customer within ten (10) Business Days of the receipt of the Interconnection Request as to whether the Interconnection Request is deemed, in the sole discretion of the Association, to be complete or incomplete.
 - a. If the Interconnection Request is incomplete, the Association shall provide notice that the Interconnection Request is incomplete and will provide a written list detailing all information that must be provided to complete the Interconnection Request. The Interconnection Customer will have ten (10) Business Days after receipt of the notice to submit the listed information or request a time extension to provide such

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information. If the Interconnection Customer does not provide the required information or a request for an extension of time within the deadline, the Interconnection Request will be deemed withdrawn.

- b. An Interconnection Request will be deemed complete upon submission of the required information to the Association as reasonably determined by the Association on or before the applicable deadline.

D. Modification of the Interconnection Request


Any modification of the project data or equipment configuration, project design, or to the interconnection site of the Small Generating Facility not otherwise agreed to in writing by the Association and the Interconnection Customer may be deemed a withdrawal of the Interconnection Request.

E. Site control

- 1. In addition to the information required to be submitted to the Association in an Interconnection Request, an Interconnection Customer shall submit site control documentation with the Interconnection Request. Site control may be demonstrated through:
 - a. ownership of, a leasehold interest in, or a right to develop the site for the purpose of constructing the Small Generating Facility;
 - b. an option to purchase or acquire a leasehold site for such purpose; or
 - c. an exclusivity or other business relationship between the Interconnection Customer and the entity having the right to sell, lease, or grant the Interconnection Customer the right to possess or occupy a site for such purpose.

F. Queue Position

- 1. The Association shall place each Interconnection Request in a first-come, first-serve basis per feeder and per substation based upon the date- and time-stamp of the Interconnection Request.
- 2. The order of each Interconnection Request will be used by the Association to determine the cost responsibility of the Interconnection Customer for any System upgrades that the Association determines

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are necessary to accommodate the interconnection. Except for Upgrades to the Association’s transmission System, the Interconnection Customer(s) whose interconnection causes the need for upgrades to the Interconnection Facilities and Upgrades shall be responsible for 100% of such costs. For interconnections to the Association’s transmission System, the Interconnection Customer(s) whose interconnection causes the need for upgrades to the Interconnection Facilities and Upgrades shall be responsible for 100% of such costs, subject to the Association requiring later contribution toward any transmission Upgrades related to costs by Interconnection Customers that interconnect after completion of the System Upgrades and that the Association determines benefit from such Upgrades. The Association shall allocate such costs in a manner it deems to be consistent with applicable law and the Association’s rules and regulations.

3. Interconnection Requests may be studied serially or in clusters for the purpose of the system impact study.


G. Assignment/Transfer of Ownership of the Facility

Interconnection Agreements shall survive transfer of ownership of the Small Generating Facility to a new owner when the new owner agrees in writing to comply with the terms of the agreement and so notifies the Association.

Section 2. Level 1 (or 1A) Process (25kW Inverter Process)

A. Applicability

The Level 1 Process for a Certified inverter-based Small Generating Facility with residential class service where the total nameplate generating capacity connected at one meter location is the lesser of 120% of the twelve (12) month historical usage at the meter location or ten (10) kW or less or a commercial class service where the total nameplate generating capacity connected at one meter location is the lesser of 120% of the twelve (12) historical usage at the meter location or twenty-five (25) kW or less pursuant to the Level 1 or 1A Process utilizes an all-in-one document that includes a Short Form Interconnection Request, simplified procedures, and an abbreviated set of terms and conditions (see Attachment 5). For the avoidance of doubt, Section 1 and 5 of these Procedures shall apply to the

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Level 1 Process, with the exception of Section 5.H (“Interconnection Agreement”).

The Level 1A Process is for the purpose of providing a preapproval of multiple interconnections requested at one time to hold each preapproved location's place within the queue for a specific period of time. Each individual location will be required to follow the Level 1 Process at such time that interconnection is required.

B. Processing Fee

To initiate the Level 1 Process, an Interconnection Customer shall submit a Short Form Interconnection Request and a non-refundable processing fee of One Hundred Dollars (\$100) to the Association (see Attachment 5). To initiate the Level 1A Process, the developer shall submit a Short Form Interconnection Request and a non-refundable processing fee of One Thousand Dollars (\$1,000) to the Association (see Attachment 5A).

Section 3. Level 2 Process (Fast Track)

A. Applicability


The Level 2 (Fast Track) Process is available to an Interconnection Customer proposing to interconnect its Small Generating Facility with the Association’s System if the Small Generating Facility is no larger than two (2) MW and if the Interconnection Customer’s proposed Small Generating Facility meets the codes, standards, and certification requirements of Attachments 3 and 4 of these procedures.

B. Processing Fee

To initiate the Level 2 Process, an Interconnection Customer shall submit a Small Generator Interconnection Request and a non-refundable processing fee of Five Hundred Dollars (\$500) to the Association (see Attachment 2).

C. Initial Review


Within fifteen (15) Business Days after the Association notifies the Interconnection Customer it has received a complete Interconnection Request in accordance with Section 1.C, the Association shall: (1) perform an initial review using the Screens set forth below, (2) shall notify the

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Interconnection Customer of the results, and (3) include with the notification copies of the analysis and data underlying the Association’s determinations under the Screens.

1. Screens:

- a. The proposed Small Generating Facility Point of Interconnection must be on a portion of the Association’s System.
- b. For interconnection of a proposed Small Generating Facility to a radial distribution circuit, the aggregated generation, including the proposed generating facility, shall not exceed fifteen percent (15%) of the line section’s annual peak load as most recently measured at the substation or calculated for the line section. For highly seasonal circuits only, the aggregate generation, including the proposed Small Generating Facility, on the line section shall not exceed fifteen percent (15%) of two (2) times the minimum daytime loading. A line section is that portion of the Association’s electric system connected to a customer bounded by automatic sectionalizing devices or the end of the distribution line. A fuse is not an automatic sectionalizing device.
- c. The proposed Small Generating Facility, in aggregate with other generation on the distribution circuit, shall not contribute more than ten percent (10%) to the distribution circuit’s maximum fault current at the point on the high voltage (primary) level nearest the proposed Point of Interconnection.
- d. The proposed Small Generating Facility, in aggregate with other generation on the distribution circuit, shall not cause any distribution protective devices and equipment (including, but not limited to, substation breakers, fused cutouts, and line reclosers), or the Interconnection Customer equipment on the system to exceed 87.5% of its short circuit interrupting capability; nor shall the interconnection be proposed for a circuit that already exceeds 87.5% of the short circuit interrupting capability.

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- e. The proposed Small Generating Facility shall have a starting voltage dip less than five percent and meet the flicker requirements of the most current version of IEEE 519 in effect. To meet this Screen, the proposed Small Generating Facility must conform to the following two tests:
- i. For starting voltage dip, the Association has two (2) options for determining whether starting voltage dip is acceptable. The option to be used is at the Association's sole discretion.
 1. Option 1: The Association may determine that the proposed Small Generating Facility's starting in-rush current is equal to or less than the continuous ampere rating of the Interconnection Customer's service equipment.
 2. Option 2: The Association may determine the impedances of the service distribution transformer (if present) and the secondary conductors to the Interconnection Customer's service equipment and perform a voltage dip calculation. Alternatively, the Association may use tables or nomographs to determine the voltage dip. Voltage dips caused by starting the proposed Small Generating Facility must be less than five percent (5%) when measured at the primary side (high side) of a dedication distribution transformer serving the proposed Small Generating Facility, for primary interconnection. The five percent voltage dip limit applies to the distribution transformer low side if the low side is shared with other customers and to the high side if the transformer is dedicated to the Interconnection Customer.
 - ii. The second test is conformance with the relationship between voltage fluctuation and starting frequency presented in the table for flicker requirements in most current version of IEEE 519.

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f. Using the table below, determine the type of interconnection to a primary distribution line. This Screen includes a review of the type of electrical service provided to the Interconnecting Customer, including line configuration and the transformer connection to limit the potential for creating over-voltages on the Association's electric power system due to a loss of ground during the operating time of any anti-islanding function.


Primary Distribution Line Type	Type of Interconnection to Primary Distribution Line	Result/Criteria
Three-phase, three wire	3-phase or single phase, phase-to-phase	Pass Screen
Three-phase, four wire	Effectively-grounded 3 phase or Single-phase, line-to-neutral	Pass Screen

- g. If the proposed Small Generating Facility is to be interconnected on single-phase shared secondary, the aggregate generation capacity on the shared secondary, including the proposed Small Generating Facility, shall not exceed twenty (20) kW.
- h. If the proposed Small Generating Facility is single-phase and is to be interconnected on a center tap neutral of a two-hundred forty (240) volt service, its addition shall not create an imbalance between the two sides of the two-hundred forty (240) volt service of more than twenty percent (20%) of the nameplate rating of the service transformer.
- i. Interconnections to distribution networks:
 - i. For interconnection of a proposed Small Generating Facility to the load side of spot network protectors serving more than a single customer, the proposed Small Generating Facility must utilize an inverter-based

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equipment package and, together with the aggregated other inverter-based generation, shall not exceed the smaller of five percent (5%) of a spot network's maximum load or three hundred (300) kW. For spot networks serving a single customer, the Small Generating Facility must use inverter-based equipment package and either meet the requirements above or shall use a protection scheme or operate the generator so as not to exceed on-site load or otherwise prevent nuisance operation of the spot network protectors.

- ii. For interconnection of a proposed Small Generating facility to the load side of area network protectors, the proposed Small Generating Facility must utilize an inverter-based equipment package and, together with the aggregated other inverter-based generation, shall not exceed the smaller of ten percent (10%) of an area network's minimum load or five hundred (500) kW.
 - iii. Notwithstanding sub-sections (i) or (ii) above, the Association may incorporate into its interconnection standards, any change in interconnection guidelines related to networks pursuant to standards developed under IEEE 1547 for interconnections to networks. To the extent the new IEEE standards conflict with these existing guidelines, the new standards shall apply. In addition, and with the consent of the Association, a Small Generating facility may be interconnected to a spot or area network provided the facility uses a protection scheme that will prevent any power export from the customer's site including inadvertent export under fault conditions or otherwise prevent nuisance operation of the network protectors.
 - j. No construction of facilities by the Association on its system shall be required to accommodate the Small Generating Facility.
2. If the Association determines that the proposed interconnection passes the Screens, the Interconnection Request shall be approved


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and the Association will provide to the Interconnection Customer an executable Interconnection Agreement within five (5) Business Days after the determination.

3. If the Association determines that the proposed interconnection fails the Screens, but the Association determines that the Small Generating Facility may nevertheless be interconnected consistent with safety, reliability, and power quality standards, the Association shall provide to the Interconnection Customer an executable Interconnection Agreement within five (5) Business Days after the determination.
4. If the proposed interconnection fails the Screens, and the Association determines from the initial review that the Small Generating Facility may nevertheless be interconnected consistently with safety, reliability and power quality standards if the Interconnection Customer is willing to consider minor modifications or further study as determined in the Association's sole discretion, the Association will provide the Interconnection Customer with an opportunity to attend a Customer Options Meeting (as defined below) to discuss such proposed changes.

D. Customer Options Meeting

1. If the proposed interconnection fails the Screens as determined by the Association, and the Association determines the Interconnection Request cannot be approved without (1) minor modifications at minimal cost; (2) a supplemental study or other additional studies or actions; or (3) at significant cost to address safety, reliability, or other power quality problems, within the five (5) Business Day period after the determination, the Association shall notify the Interconnection Customer and provide copies of the data and analyses underlying its conclusion. Within ten (10) Business Days of the determination, the Association shall offer to convene a customer options meeting to review possible Interconnection Customer facility modifications or the Screen analysis and related results, to determine what further steps are needed to permit the Small Generating Facility to be connected safely and reliably. At the time of notification of the Associations' determination, or at the customer options meeting, the Association shall:


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- a. Offer to perform facility modifications or minor modifications to the Association’s electric system that are required (e.g., changing meters, fuses, relay settings), and provide a non-binding good faith estimate of the limited cost to make such modifications to the Association’s electric system;
- b. Offer to perform a supplemental review if the Association concludes that the supplemental review might determine that the Small Generating Facility could continue to qualify for interconnection pursuant to the Level 2 Process (Fast Track), and provide a non-binding good faith estimate of the costs and time of such review; or
- c. Obtain the Interconnection Customer’s agreement to continue evaluating the interconnection request under the Level 3 Study Process.

E. Supplemental Review

If the Interconnection Customer agrees to a supplemental review in writing within fifteen (15) Business Days of the offer, the Interconnection Customer shall submit a deposit for the estimated costs for the supplemental review. The Interconnection Customer shall be responsible for the Association’s actual costs of conducting the supplemental review and must pay any review costs that exceed the deposit within twenty (20) Business Days of receipt of the invoice or resolution of any dispute. If the deposit exceeds the invoiced costs, the Association will return such excess within twenty (20) Business Days of the invoice without interest.

1. Within ten (10) Business Days following receipt of the deposit for a supplemental review, the Association will determine if the Small Generating Facility can be interconnected safely and reliably.
 - a. If no modifications are required, the Association shall forward an executable Interconnection Agreement to the Interconnection Customer within five (5) Business Days.
 - b. If modifications to the Interconnection Customer’s facilities are required to allow the Small Generating Facility to be interconnected consistent with safety, reliability, and power quality standards under these Procedures, the Association shall forward an executable Interconnection Agreement to the Interconnection

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Customer within five (5) Business Days after confirmation that the Interconnection Customer has agreed to make the necessary changes at the Interconnection Customer's expense.

- c. If minor modifications to the Associations' system are required to allow the Small Generating Facility to be interconnected consistent with safety, reliability, and power quality standards under these Procedures, the Association shall forward an executable Interconnection Agreement to the Interconnection Customer within ten (10) Business Days that requires the Interconnection Customer to pay the costs of such system modifications prior to interconnection.
- d. If the Association determines that the Small Generating Facility cannot be interconnected safely and reliably in accordance with the Level 2 Process, it shall offer to process the interconnection request under the Level 3 Study Process with the written consent of the Interconnection Customer.


Section 4. Level 3 Study Process

A. Applicability

1. The Level 3 Study process shall be used by an Interconnection Customer proposing to interconnect its Small Generating Facility with the Association's system if the Small Generating Facility:
 - a. is larger than two (2) MW but no larger than ten (10) MW;
 - b. is not Certified; or
 - c. is Certified but did not pass the Level 1 25 kW Inverter Process or Level 2 Fast Track Process.

B. Scoping Meeting


1. A scoping meeting will be held within ten (10) Business Days after the Interconnection Request is deemed complete by the Association in accordance with Section 1.C or mutually agreed to by the Parties. The Association and the Interconnection Customer will bring to the meeting personnel, including system engineers and other resources as may be reasonably required to accomplish the purpose of the meeting.

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2. The purpose of the scoping meeting is to discuss the Interconnection Request and review existing studies relevant to the Interconnection Request. The Parties shall further discuss whether the Association should perform a feasibility study or proceed directly to a system impact study, or a facilities study, or an Interconnection Agreement. The Association shall provide the Interconnection Customer within five (5) Business Days after the scoping meeting, a feasibility study agreement, a form of which is attached hereto as Attachment 6 (a "Feasibility Study Agreement"), if applicable, including an outline of the scope of the study and a non-binding good faith estimate of the cost to perform the study.
3. The scoping meeting may be omitted by agreement of the Parties. In order to remain in consideration for interconnection, an Interconnection Customer who has requested a feasibility study must return the executed feasibility study agreement within fifteen (15) Business Days.
4. If the Association determines not to perform a feasibility study but to move to a system impact study or a facility study, the Association shall provide the Interconnection Customer no later than five (5) Business Days after the scoping meeting:
 - a. a system impact study agreement a form of which is attached hereto as Attachment 7 (a "System Impact Study Agreement") including an outline of the scope of the study and a non-binding good faith cost estimate to perform the study; or
 - b. a facility study agreement a form of which is attached hereto as Attachment 8 (a "Facility Study Agreement") including an outline of the scope of the study and a non-binding good faith cost estimate to perform the study.
5. Feasibility studies, system impact studies, and facility studies may be combined for simpler projects by agreement of the Parties.

C. Feasibility Study

1. Upon receipt of a Feasibility Study Agreement from the Association, the Interconnecting Customer shall have fifteen (15) Business Days to execute and return the Feasibility Study Agreement to the Association


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or request an extension of time, or the Interconnection Request shall be automatically deemed withdrawn

2. The feasibility study shall identify any potential adverse system impacts that would result from the interconnection of the Small Generating Facility.
3. A deposit of the lesser of fifty percent (50%) of the good faith estimated feasibility study costs or earnest money of One Thousand Dollars (\$1,000) shall be required from the Interconnection Customer before the Association performs this study.
4. The scope of and cost responsibilities for the feasibility study are described in the attached Feasibility Study Agreement.
5. If the feasibility study shows the potential for adverse system impacts, the review process shall proceed to the appropriate system impact study(s). The Association shall send the Interconnection Customer a system impact study agreement, within fifteen (15) Business Days of transmittal of the feasibility study report, including, without limitation, an outline of the scope of the study and a non-binding good faith estimate of the cost to perform the study.


D. System Impact Study

1. In order to remain under consideration for interconnection, the Interconnection Customer must return executed system impact study agreements or Interconnection Agreement, if applicable, within thirty (30) Business Days , or the Interconnection Request shall be automatically deemed withdrawn.
2. A deposit of the good faith estimated costs for each system impact study may be required from the Interconnection Customer before the Association performs the study(s).
3. A system impact study shall identify and detail the electric system impacts that would result if the proposed Small Generating Facility were interconnected without project modifications or electric system modifications, focusing on the adverse system impacts identified in the feasibility study, or to study potential impacts, including but not limited to those identified in the scoping meeting. A system impact

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study shall evaluate the impact of the proposed interconnection on the reliability of the electric distribution and transmission system.

4. The scope and cost responsibilities for a system impact study are described in the attached System Impact Study Agreement.
5. If no transmission system impact study is required, but potential electric power distribution system adverse system impacts are identified in the scoping meeting or shown in the feasibility study, a distribution system impact study must be performed. The Association shall send the Interconnection Customer a distribution System Impact Study Agreement within fifteen (15) Business Days of transmittal of the feasibility study report, including an outline of the scope of the study and a non-binding good faith estimate of the cost to perform the study, or following the scoping meeting if no feasibility study is to be performed.
6. In instances where the feasibility study or the distribution system impact study shows potential for transmission system adverse system impacts, within five (5) Business Days following transmittal of the feasibility study report, the Association shall send the Interconnection Customer a transmission System Impact Study Agreement, including an outline of the scope of the study and a non-binding good faith estimate of the cost to perform the study.
7. If the feasibility study shows no potential for transmission system or distribution system adverse system impacts, the Association shall send the Interconnection Customer within five (5) Business Days following transmittal of the feasibility study report either: (1) a Facilities Study Agreement (Attachment 8), including an outline of the scope of the study and a non-binding good faith estimate to perform the study or (2) in the case where a facilities study is determined to be unnecessary, the Association shall provide the Interconnection Customer with an Interconnection Agreement.
8. Where transmission systems and distribution systems have separate owners, the Interconnection Customer may apply to the transmission owner to request project coordination. Affected Systems shall participate in the study and provide all information necessary to prepare the study.

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E. Facilities Study

1. In order to remain under consideration for interconnection or, as appropriate, in the Association's interconnection queue, the Interconnection Customer must return the executed Facilities Study Agreement or a request for an extension of time within thirty (30) Business Days, or the Interconnection Request shall be automatically deemed withdrawn.
2. The facilities study shall specify and estimate the cost of the equipment, engineering, procurement, and construction work (including overheads) needed to implement the conclusions of the system impact study(s).
3. A deposit of the good faith estimated costs for the facilities study may be required from the Interconnection Customer.
4. Design for any required Interconnection Facilities and/or upgrades shall be performed under the Facilities Study Agreement. The Association may contract with consultants to perform activities required under the Facilities Study Agreement. The Interconnection Customer and the Association may agree to allow the Interconnection Customer to separately arrange for the design of some of the interconnection facilities. In such cases, facilities design will be reviewed and/or modified prior to acceptance by the Association, under the provisions of the Facilities Study Agreement. If the parties agree to separately arrange for design and construction, and provided security and confidentiality requirements can be met, the Association shall make sufficient information available to the Interconnection Customer in accordance with confidentiality and critical infrastructure requirements to permit the Interconnection Customer to obtain an independent design and cost estimate for any necessary facilities.
5. The scope and cost responsibilities for a facilities study shall be described in the Facilities Study Agreement.
6. Upon completion of the facilities study, and with the agreement of the Interconnection Customer to pay for Interconnection Facilities and Upgrades identified in the facilities study, the Association shall provide

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the Interconnection Customer an executable Interconnection Agreement within five (5) Business Days.


Section 5. Provisions that Apply to All Interconnection Requests

A. Reasonable Efforts

The Association will make reasonable efforts to meet all time frames provided in these procedures unless the Association and the Interconnection Customer agree to a different schedule. If the Association cannot meet a deadline provided herein, it shall notify the Interconnection Customer, explain the reason for failure to meet the deadline, and provide an estimated time by which it will complete the applicable interconnection procedure.

B. Disputes

1. The Parties agree to attempt to resolve all disputes arising out of the interconnection provisions of these Procedures.
2. In the event of a dispute, either Party shall provide the other Party with a written notice of dispute. Such notice shall describe in detail the nature of the dispute. If the dispute has not been resolved within five (5) Business Days after receipt of the notice, either Party may contact a mutually agreed upon third party dispute resolution service (e.g., arbitration, mediation, or technical expert) for assistance in resolving the dispute.
3. The dispute resolution service will assist the Parties in either resolving their dispute or in selecting an appropriate dispute resolution venue to assist the Parties in resolving their dispute.
4. Each Party agrees to conduct all negotiations in good faith and will be responsible for one-half of any costs paid to neutral third parties.
5. If neither Party elects to seek assistance from the dispute resolution service, or if the attempted dispute resolution fails, then either Party may exercise whatever rights and remedies it may have in equity or law consistent with the terms of the agreements between the parties or it may seek resolution at the Colorado Public Utilities Commission.

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C. Interconnection Metering


All metering necessitated by the use of the Small Generating Facility shall be installed at the Interconnection Customers' expense and in accordance with the Association's rules and regulations.

D. Commissioning Tests

1. Commissioning testing of the Interconnection Customer's installed equipment shall be performed pursuant to applicable codes and standards, including, but not limited to, the latest version of IEEE1547.1 IEEE Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems" that is in effect. The Association must be given at least five (5) Business Days written notice of the tests and one or more Association representatives may be present to witness the commissioning tests.
2. If the commissioning tests are not satisfactory in the sole judgment of the Association, the Association shall have the right to disconnect the Small Generating Facility if the Association provides written notice to the Interconnection Customer within three (3) Business Days after the commissioning tests have been completed. Such notice may be provided via electronic mail.
3. If the Association waives its right to witness the commissioning tests, or if the commissioning tests are successfully completed in the sole judgment of the Association, the Association shall provide the Interconnection Customer an operational approval letter within three (3) Business Days after notification that the commissioning test has been successfully completed. This letter may be provided via electronic mail.


E. Confidentiality

1. Confidential information means any confidential and/or proprietary information provided by one Party to the other Party that is clearly marked or otherwise designated "Confidential". All design, operating specifications and metering data provided by the Interconnection Customer shall be deemed confidential information regardless of whether it is clearly marked or otherwise designated as such.

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2. Confidential information does not include information previously in the public domain, required to be publicly submitted or divulged by governmental authorities (after notice to the other Party and after exhausting any opportunity to oppose such publication or release), or necessary to be divulged in an action to enforce an agreement between the Parties. Each Party receiving confidential information shall hold such information in confidence and shall not disclose it to any third party nor to the public without the prior written authorization from the Party providing that information, except to fulfill obligations under agreements between the parties, or to fulfill legal or regulatory requirements.
 - a. Each Party shall employ at least the same standard of care to protect confidential information obtained from the other Party as it employs to protect its own confidential information.
 - b. Each Party is entitled to equitable relief, by injunction or otherwise, to enforce its rights under this provision to prevent the release of confidential information without bond or proof of damages, and may seek other remedies available at law or in equity for breach of this provision.

3. Notwithstanding anything in Section 5.E to the contrary, if the Colorado Public Utilities Commission, during the course of an investigation or otherwise, requests information from one of the Parties that is otherwise required to be maintained in confidence, the Party shall provide the requested information to the Colorado Public Utilities Commission, within the time provided for in the request for information. In providing the information to the Colorado Public Utilities Commission, the Party may request that the information be treated as confidential and non-public by the Colorado Public Utilities Commission and that the information be withheld from public disclosure. Parties are prohibited from notifying the other Party prior to the release of confidential information to the Colorado Public Utilities Commission. The Party shall notify the other Party when it is notified by the Colorado Public Utilities Commission that a request to release confidential information has been received by the Colorado Public

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Utilities Commission, at which time either of the Parties may respond before such information would be made public.

F. Comparability


The Association shall receive, process, and analyze all Interconnection Requests in a timely manner as set forth in this procedure. The Association shall use the same reasonable efforts in processing and analyzing Interconnection Requests from all Interconnection Customers, whether the Small Generating Facility is owned or operated by the Association, its subsidiaries or affiliates, or others.

G. Record Retention

The Association shall maintain records for three (3) years, subject to audit, of all Interconnection Requests received under this procedure, the time frames required to complete Interconnection Request approvals and disapprovals, and justification for the actions taken on each Interconnection Request.

H. Interconnection Agreement

1. Prior to the Interconnection Customer's operation of a Small Generating Facility under the Level 2 Process or the Level 3 Process, an Interconnection Customer must enter into an Interconnection Agreement with the Association.
2. After receiving an Interconnection Agreement from the Association, the Interconnection Customer shall have thirty (30) Business Days to sign and return the Interconnection Agreement, or request that the Association file an unexecuted agreement with the Colorado Public Utilities Commission.
3. If the Interconnection Customer does not sign the Interconnection Agreement or ask that it be filed unexecuted within thirty (30) Business Days, the Interconnection Request shall be deemed withdrawn.
4. After the Interconnection Agreement is signed by Interconnection Customer and the Association, the interconnection of the Small Generating Facility shall proceed under the provisions of the Interconnection Agreement.
5. In case of any conflict between the specific terms of the Interconnection Agreement and this procedure and/or guidelines, the terms of the Interconnection Agreement shall govern.

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I. Coordination with Affected Systems


The Association shall coordinate the conduct of any studies required to determine the impact of the Interconnection Request on Affected Systems with Affected System operators and, if possible, include those results in its applicable interconnection study (e.g., feasibility study, system impact study, or facilities study) within the time frame specified in these procedures. The Association will include such Affected System operators in all meetings held with the Interconnection Customer as required by these procedures. The Interconnection Customer will cooperate with the Association in all matters related to the conduct of studies and the determination of modifications to Affected Systems.

J. Capacity of the Small Generating Facility

1. If the Interconnection Request is for an increase in capacity for an existing Small Generating Facility, the Interconnection Request shall be evaluated on the basis of the new total capacity of the Small Generating Facility.
2. If the Interconnection Request is for a Small Generating Facility that includes multiple energy production devices at a site for which the Interconnection Customer seeks a single Point of Interconnection, the Interconnection Request shall be evaluated on the basis of the aggregate capacity of the multiple devices.
3. The Interconnection Request shall be evaluated using the maximum rated capacity of the Small Generating Facility.

K. Insurance

1. For systems of twenty-five (25) kW or less, the Interconnection Customer, at its own expense, shall secure and maintain in effect during the term of the agreement liability insurance with a combined single limit for bodily injury and property damage of not less than Three Hundred Thousand Dollars (\$300,000) for each occurrence.
2. For systems above twenty-five (25) kW and up to five hundred (500) kW, the Interconnection Customer, at its own expense, shall secure and maintain in effect during the term of the agreement liability insurance with a combined single limit for bodily injury and property


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damage of not less than One Million Dollars (\$1,000,000) for each occurrence.

3. For systems above five hundred (500) kW and up to two (2) MW, Interconnection Customer, at its own expense, shall secure and maintain in effect during the term of the agreement liability insurance with a combined single limit for bodily injury and property damage of not less than Two Million Dollars (\$2,000,000) for each occurrence.
4. Insurance coverage for systems greater than two (2) MW shall be determined on a case-by-case basis by the Association and shall reflect the size of the installation and the potential for system damage.
5. For systems over five hundred (500) kW, the Association shall be named as an additional insured by endorsement to the insurance policy and the policy shall provide that written notice be given to the Association at least thirty (30) days prior to any cancellation or reduction of any coverage. Such liability insurance shall provide, by endorsement to the policy, that the Association shall not by reason of its inclusion as an additional insured incur liability to the insurance carrier for the payment of premium of such insurance. For all solar systems, the liability insurance shall not exclude coverage for any incident related to the subject generator or its operation.
6. Certificates of Insurance evidencing the requisite coverage and provision(s) shall be furnished to the Association prior to the date of interconnection of the Small Generating Facility. The Association shall be permitted to periodically obtain proof of current insurance coverage from the Interconnection Customer in order to verify proper liability insurance coverage. 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.

L. Maintenance

Interconnection Customers shall maintain their equipment in good working order. The Association reserves the right to inspect Interconnection Customer's facilities upon reasonable notice or without notice other than by a phone call or phone message whenever it appears that an Interconnection Customer is operating in a manner hazardous to Association

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system integrity and/or customer safety. Functional testing of all circuit breakers, relays and transformers must be performed yearly at the Interconnection Customer's expense. Installations must have a full relay calibration check performed every five years or less by qualified personnel and Certified test reports are to be sent to the Associations' designated representative.

M. Net Metering

The Association shall allow the Interconnection Customer's retail electricity consumption to be offset by the electricity generated from the Small Generating facility in accordance with the Net Metering service as described in the Association's Rules and Regulations.


Section 6. Miscellaneous

A. Entire Document

These Procedures, the Interconnection Agreement, Feasibility Study Agreement, System Impact Study Agreement, and the Level 1 Inverter-Based Short-Form Request, if applicable, together with all attachments hereto and thereto, constitute the entire and sole agreement with respect to the interconnection of Small Generating Facilities to the Association's System. All prior negotiations, representations, understandings or agreements are not part of these Procedures, including attachments hereto, and shall have no force or effect. Any waiver of by the Association of any obligation under these Procedures, including attachments hereto, must be in writing. No such waiver shall be construed or deemed to be a waiver of any other provision or condition of this SGIP, nor a waiver of subsequent breach of the same provision or condition.

B. Severability

If any provision of these Procedures or the application of any such provision to any Person or circumstance shall be declared to be invalid, unenforceable or void by a regulatory body or court of competent jurisdiction, such decision shall not have the effect of invalidating or voiding the remainder of these Procedures.

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C. Governing Law

These Procedures shall be construed in accordance with, and shall be governed by, the laws of the United States and State of Colorado, without giving effect to the principles of conflict of laws thereof.

D. Amendments

To the maximum extent permitted by applicable law, the Association may amend these Procedures without notice to any Person; provided, however, any such amendment shall not impact any Interconnection Requests submitted prior to the effective date of such amendment.

Glossary of Terms

Affected System – means an electric system other than the Association’s system that may be affected by the proposed interconnection.

Association – means the Intermountain Rural Electric Association, a Colorado cooperative electric association, and any successor entity thereto.

Business Day – Monday through Friday, excluding Association recognized holidays and days on which the Association’s principal office is closed due to an emergency or inclement weather.

Certified - means a Small Generating Facility no larger than 2 MW that has been certified by a nationally recognized laboratory before the Interconnection Request is submitted to the Association. The current codes, standards and certification requirements applicable to such facilities are provided in Attachments 3 and 4 of this SGIP.

Commission - means the Colorado Public Utilities Commission or any successor organization.

Distribution System – The Association’s facilities and equipment used to transmit electricity to ultimate usage points such as homes and industries. The voltage levels at which the Association’s Distribution System operates is 12.47kV.

Distribution Upgrades – The additions, modifications, and upgrades to the Association’s Distribution System at or beyond the Point of Interconnection to facilitate interconnection of the Small Generating Facility and render the electric service necessary to effect the Interconnection Customer’s operation of on-site generation. Distribution Upgrades shall not include Interconnection Facilities.

Good Utility Practice – means the practices, methods, conduct and actions (including, but not limited to, the practices, methods, conduct and acts engaged in or approved by a significant portion of the power industry) that, at a particular time, in the exercise of reasonable judgment at the time was made, could have been expected to accomplish the desired result in a manner consistent with applicable Law, standards, reliability, safety, environmental protection, economy, good business practices and expedition. Prudent Utility Practice is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather is a spectrum of possible practices, methods or acts which can fall within this description.

Highly Seasonal Circuit – A circuit with a ratio of annual peak load to off-season peak load greater than six (6).

Interconnection Agreement - means an agreement that sets forth the contractual conditions under which the Association and the Interconnection Customer agree to interconnect the Small Generating Facility to the Association's System pursuant to the Level 2 Process or Level 3 Process contained in this SGIP.

Interconnection Customer – means any person or entity, including any Affiliate of any entity, proposing to interconnect its Small Generating Facility with the Association's System.

Interconnection Facilities – means all facilities and equipment between the Small Generating Facility and the Point of Interconnection, including any modification, additions or upgrades that are necessary to physically and electrically interconnect the Small Generating Facility to the Association's system. Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades or Upgrades.

Interconnection Request – The Interconnection Customer's request to interconnect a new Small Generating Facility, or to increase the capacity of, or make a material modification to the operating characteristics of, an existing Small Generating Facility that is interconnected with the Association's System.

Level 1 Process (or 25kW Inverter Process) - means the Association's procedure for evaluating an Interconnection Request for a Certified inverter-based Small Generating Facility with residential class service where the total nameplate generating capacity connected at one meter location is ten (10) kW or less or a commercial class service where the total nameplate generating capacity connected at one meter location is no larger than twenty-five (25) kW.

Level 1A Process (Preapproved 25kW Inverter Process) - The Level 1A Process is for the purpose of providing a preapproval of multiple interconnections requested at one time to hold each preapproved location's place within the queue for a limited period of time. Each individual location will be required to follow the Level 1 Process at such time that interconnection is required.

Level 2 Process (or Fast Track Process) - means the Association's procedure for evaluating an Interconnection Request for a Certified Small Generating Facility no larger than two (2) MW.

Level 3 Process - means the Association's procedure for evaluating an Interconnection Request for a Small Generating Facility larger than two (2) MW but no larger than ten (10) MW, a Small Generating Facility that is not Certified, or a Small Generating Facility that does not pass the Level 1 or Level 2 Processes.

Minimum Daytime Loading – The lowest daily peak of the year on the line section.

Party or Parties – The Association, Interconnection Customer or any combination thereof.

Point of Interconnection – The physical point at which the Interconnection Facilities electrically connect with the Association’s System.

Queue Position – The order of a valid Interconnection Request, relative to all other pending valid Interconnection Requests that is established based upon the date and time of receipt of the valid Interconnection Request by the Association.

Screens - means the criteria that an Interconnection Request must meet under the Level 1 Process or the Level 2 Process before the Association is obligated to interconnect the Small Generating Facility pursuant to the terms of this SGIP and Interconnection Agreement. To the maximum extent permitted by applicable law, the Screens may be modified by Association in its sole discretion.

Small Generating Facility – The Interconnection Customer’s device used for the production of electricity identified in the Interconnection Request, but shall not include a device capable of generating more than ten (10) MW and shall not include the Interconnection Facilities.

Study Process – The procedure for evaluating an Interconnection Request that includes the Section 3 scoping meeting, feasibility study, system impact study, and facilities study.

System – The facilities owned, controlled or operated by the Association that are used to provide electric service to ultimate usage points such as homes and industries.

Upgrades – The required additions and modifications to the Association’s System at or beyond the Point of Interconnection. Upgrades do not include Interconnection Facilities.

Small Generator Interconnection Request
(Application Form Level 2)

Intermountain Rural Electric Association

Designated Contact Person: _____

Address: _____

Telephone Number: _____

Fax: _____

E-Mail Address: _____

An Interconnection Request is considered complete when it provides all applicable and correct information required below. Per Section 1.E of the Procedures, documentation of site control must be submitted with the Interconnection Request.

Preamble and Instructions

An Interconnection Customer who requests a Colorado Public Utility Commission jurisdictional interconnection must submit this Interconnection Request by hand delivery, mail, e-mail, or fax to the Association.

Processing Fee or Deposit:

If the Interconnection Request is submitted under the Level 2 - Fast Track Process, the non-refundable processing fee is \$500.

If the Interconnection Request is submitted under the Level 3 - Study Process (whether a new submission or an Interconnection Request that did not pass the Fast Track Process), the Interconnection Customer shall submit to the Association a deposit not to exceed \$1,000 towards the cost of the feasibility study.

Interconnection Customer Information

Legal Name of the Interconnection Customer (or, if an individual, individual's name)

Name: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone (Day): _____ (Evening): _____

Fax: _____ E-Mail Address: _____

Facility Location (if different from above): _____

Equipment Installation Contractor/Electrical Contractor

Name: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone (Day): _____ (Evening): _____

Fax: _____ E-Mail Address: _____

Application is for: New Small Generating Facility

Capacity addition to Existing Small Generating Facility

If capacity addition to existing facility, please describe: _____

Will the Small Generating Facility be used for any of the following?

To Supply Power to the Interconnection Customer?

Yes

No

To Supply Power to Others?

Yes

No

For installations at locations with existing electric service to which the proposed Small Generating Facility will interconnect, provide:

Existing Account Number: _____

Requested Point of Interconnection: _____

Interconnection Customer's Requested In-Service Date: _____

Small Generating Facility Information

Data apply only to the Small Generating Facility, not the Interconnection Facilities.

Energy Source: Solar Wind Hydro Hydro Type: _____
Diesel Natural Gas Fuel Oil

Other (state type) _____

Prime Mover: Fuel Cell Recip Engine Gas Turb Steam Turb
Microturbine PV Other

Type of Generator: Synchronous Induction Inverter

Generator Nameplate Rating: _____kW (Typical)

Generator Nameplate kVAR: _____

Interconnection Customer or Customer-Site Load: _____kW (if none, so state)

Typical Reactive Load (if known): _____

Maximum Physical Export Capability Requested: _____ kW

List components of the Small Generating Facility equipment package that are currently certified:

Equipment Type	Certifying Entity
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

Is the prime mover compatible with the certified protective relay package?

Yes No

Generator (or solar collector)

Manufacturer, Model Name & Number: _____

Version Number: _____

Nameplate Output Power Rating in kW:
(Summer) _____ (Winter) _____

Nameplate Output Power Rating in kVA:
(Summer) _____ (Winter) _____

Individual Generator Power Factor

Rated Power Factor: Leading: _____ Lagging: _____

Total Number of Generators in wind farm to be interconnected pursuant to this
Interconnection Request: _____

Elevation: _____ Single phase Three phase

Inverter Manufacturer, Model Name & Number (if used): _____

List of adjustable set points for the protective equipment or software: _____

Note: A completed Power Systems Load Flow data sheet must be supplied with
the Interconnection Request.

Small Generating Facility Characteristic Data (for inverter-based machines)

Max design fault contribution current: _____ Instantaneous _____ or RMS? _____

Harmonics Characteristics: _____

Start-up requirements: _____

Small Generating Facility Characteristic Data (for rotating machines)

RPM Frequency: _____

(*) Neutral Grounding Resistor (If Applicable): _____

Synchronous Generators:

Direct Axis Synchronous Reactance, X_d : _____ P.U.

Direct Axis Transient Reactance, X'_d : _____ P.U.

Direct Axis Subtransient Reactance, X''_d : _____ P.U.

Negative Sequence Reactance, X_2 : _____ P.U.

Zero Sequence Reactance, X_0 : _____ P.U.

KVA Base: _____

Field Volts: _____

Field Amperes: _____

Induction Generators:

Motoring Power (kW): _____
 I_2^2t or K (Heating Time Constant): _____
 Rotor Resistance, R_r : _____
 Stator Resistance, R_s : _____
 Stator Reactance, X_s : _____
 Rotor Reactance, X_r : _____
 Magnetizing Reactance, X_m : _____
 Short Circuit Reactance, X_d'' : _____
 Exciting Current: _____
 Temperature Rise: _____
 Frame Size: _____
 Design Letter: _____
 Reactive Power Required In Vars (No Load): _____
 Reactive Power Required In Vars (Full Load): _____
 Total Rotating Inertia, H: _____ Per Unit on kVA Base

Note: Please contact the Association prior to submitting the Interconnection Request to determine if the specified information above is required.

Excitation and Governor System Data for Synchronous Generators Only

Provide appropriate IEEE model block diagram of excitation system, governor system and power system stabilizer (PSS) in accordance with the regional reliability council criteria. A PSS may be determined to be required by applicable studies. A copy of the manufacturer's block diagram may not be substituted.

Interconnection Facilities Information

Will a transformer be used between the generator and the point of common coupling? Yes No

Will the transformer be provided by the Interconnection Customer? Yes No

Transformer Data (If Applicable, for Interconnection Customer-Owned Transformer):

Is the transformer: single phase three phase Size: _____kVA
 Transformer Impedance: _____% on _____kVA Base

If Three Phase:

Transformer Primary: _____ Volts _____ Delta _____ Wye _____ Wye Grounded
Transformer Secondary: _____ Volts _____ Delta _____ Wye _____ Wye Grounded
Transformer Tertiary: _____ Volts _____ Delta _____ Wye _____ Wye Grounded

Transformer Fuse Data (If Applicable, for Interconnection Customer-Owned Fuse):

(Attach copy of fuse manufacturer's Minimum Melt and Total Clearing Time-Current Curves)

Manufacturer: _____ Type: _____ Size: _____ Speed: _____

Interconnecting Circuit Breaker (if applicable):

Manufacturer: _____ Type: _____
Load Rating (Amps): _____ Interrupting Rating (Amps): _____
Trip Speed (Cycles): _____

Interconnection Protective Relays (If Applicable):

If Microprocessor-Controlled:

List of Functions and Adjustable Setpoints for the protective equipment or software:

Setpoint Function	Minimum	Maximum
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____

If Discrete Components:

(Enclose Copy of any Proposed Time-Overcurrent Coordination Curves)

Manufacturer: _____ Type: _____ Style/Catalog No.: _____ Proposed Setting: _____
Manufacturer: _____ Type: _____ Style/Catalog No.: _____ Proposed Setting: _____
Manufacturer: _____ Type: _____ Style/Catalog No.: _____ Proposed Setting: _____
Manufacturer: _____ Type: _____ Style/Catalog No.: _____ Proposed Setting: _____
Manufacturer: _____ Type: _____ Style/Catalog No.: _____ Proposed Setting: _____

Current Transformer Data (If Applicable):

(Enclose Copy of Manufacturer's Excitation and Ratio Correction Curves)

Manufacturer: _____
Type: _____ Accuracy Class: ____ Proposed Ratio Connection: ____

Manufacturer: _____
Type: _____ Accuracy Class: ____ Proposed Ratio Connection: ____

Potential Transformer Data (If Applicable):

Manufacturer: _____
Type: _____ Accuracy Class: ____ Proposed Ratio Connection: ____

Manufacturer: _____
Type: _____ Accuracy Class: ____ Proposed Ratio Connection: ____

General Information

Enclose copy of site electrical one-line diagram showing the configuration of all Small Generating Facility equipment, current and potential circuits, and protection and control schemes. This one-line diagram must be signed and stamped by a licensed Professional Engineer if the Small Generating Facility is larger than 50 kW. Is One-Line Diagram Enclosed? Yes No

Enclose copy of any site documentation that indicates the precise physical location of the proposed Small Generating Facility (e.g., USGS topographic map or other diagram or documentation).

Proposed location of protective interface equipment on property (include address if different from the Interconnection Customer's address)

Enclose copy of any site documentation that describes and details the operation of the protection and control schemes. Is Available Documentation Enclosed? Yes No

Enclose copies of schematic drawings for all protection and control circuits, relay current circuits, relay potential circuits, and alarm/monitoring circuits (if applicable).

Are Schematic Drawings Enclosed? Yes No

Applicant Signature

I hereby certify that, to the best of my knowledge, all the information provided in this Interconnection Request is true and correct.

Interconnection Customer: _____

Date: _____

Certification Codes and Standards

1. IEEE1547 Standard for Interconnecting Distributed Resources with Electric Power Systems (including use of IEEE 1547.1 testing protocols to establish conformity)
2. UL 1741 Inverters, Converters, and Controllers for Use in Independent Power Systems
3. IEEE Std 929-2000 IEEE Recommended Practice for Utility Interface of Photovoltaic (PV) Systems NFPA 70 (2005), National Electrical Code
4. IEEE Std C37.90.1-1989 (R1994), IEEE Standard Surge Withstand Capability (SWC) Tests for Protective Relays and Relay Systems
5. IEEE Std C37.90.2 (1995), IEEE Standard Withstand Capability of Relay Systems to Radiated Electromagnetic Interference from Transceivers
6. IEEE Std C37.108-1989 (R2002), IEEE Guide for the Protection of Network Transformers
7. IEEE Std C57.12.44-2000, IEEE Standard Requirements for Secondary Network Protectors
8. IEEE Std C62.41.2-2002, IEEE Recommended Practice on Characterization of Surges in Low Voltage (1000V and Less) AC Power Circuits
9. IEEE Std C62.45-1992 (R2002), IEEE Recommended Practice on Surge Testing for Equipment Connected to Low-Voltage (1000V and Less) AC Power Circuits
10. ANSI C84.1-1995 Electric Power Systems and Equipment – Voltage Ratings (60 Hertz)
11. IEEE Std 100-2000, IEEE Standard Dictionary of Electrical and Electronic Terms
12. NEMA MG 1-1998, Motors and Small Resources, Revision 3
13. IEEE Std 519-1992, IEEE Recommended Practices and Requirements for Harmonic Control in Electrical Power Systems
14. NEMA MG 1-2003 (Rev 2004), Motors and Generators, Revision 1 Revision

Certification of Small Generator Equipment Packages

1. Small Generating Facility equipment proposed for use separately or packaged with other equipment in an interconnection system shall be considered certified for interconnected operation only if (1) it has been tested in accordance with industry standards for continuous utility interactive operation in compliance with the appropriate codes and standards listed in Attachment 2 by any Nationally Recognized Testing Laboratory (NRTL) recognized by the United States Occupational Safety and Health Administration to test and certify interconnection equipment , (2) it has been labeled and is publicly listed by such NRTL at the time of the interconnection application, and (3) such NRTL makes readily available for verification all test standards and Procedures it utilized in performing such equipment certification, and, with Interconnection Customer approval, the test data itself. The NRTL may make such information available on its website and by encouraging such information to be included in the manufacturer's literature accompanying the equipment.
2. The Interconnection Customer must verify that the intended use of the equipment falls within the use or uses for which the equipment was tested, labeled, and listed by the NRTL.
3. Certified equipment shall not require further type-test review, testing, or additional equipment to meet the requirements of this interconnection procedure; however, nothing herein shall preclude the need for an on-site commissioning test by the Parties to the interconnection nor follow-up production testing by the NRTL.
4. If the certified equipment package includes only interface components, including, without limitation, switchgear, inverters, or other interface devices, then an Interconnection Customer must show that the generator or other electric source being utilized with the equipment package is compatible with the equipment package and is consistent with the testing and listing specified for this type of interconnection equipment.
5. Provided the generator or electric source, when combined with the equipment package, is within the range of capabilities for which it was tested by the NRTL, and does not violate the interface components' labeling and listing performed by the NRTL, no further design review, testing or additional equipment on the Interconnection Customer side of the Point of Interconnection shall be required to meet the requirements of this interconnection procedure.
6. An equipment package does not include equipment provided by the Association.

Level 1 Process

Application, Procedures, and Terms and Conditions for Interconnecting a Certified Inverter-Based Small Generating Facility No Larger than 25 kW (“25 kW Inverter Process”)

The following outlines the process by which a certified inverter-based small generating residential facility no larger than ten (10) kW or commercial facility no larger than twenty-five (25) kW nor larger than 120% of the twelve (12) month historical usage at the meter location may interconnect with the Association’s System. This all-in-one document includes a simplified Interconnection Request, simplified attachment procedures, and the terms and conditions that will govern the application and attachment.

- 1.0 The Interconnection Customer completes the Application for Connecting a Certified Inverter-based Small Generating Facility no Larger than ten (10) kW for residential or twenty-five (25) kW for commercial nor larger than 120% of the twelve (12) month historical usage at the meter location (“Application”) and submits it to the Association. In addition to the information required by the Association in the Application, the Interconnection Customer shall submit documentation of Site Control to the Association. Site control may be demonstrated through:
 - A. ownership of, a leasehold interest in, or a right to develop the site for the purpose of constructing the Small Generating Facility;
 - B. an option to purchase or acquire a leasehold site for such purpose; or
 - C. an exclusivity or other business relationship between the Interconnection Customer and the entity having the right to sell, lease, or grant the Interconnection Customer the right to possess or occupy a site for such purpose.
- 2.0 The Association acknowledges to the Interconnection Customer receipt of the Application within three (3) Business Days of receipt. The Association’s notification may be sent by electronic mail.
- 3.0 The Association will evaluate the Application for completeness and notify the Interconnection Customer within ten (10) Business Days of receipt that the Application is or is not complete and, if not, shall advise what material is missing. The Association’s notification may be sent by electronic mail.
- 4.0 Once the Application is deemed complete by the Association, within fifteen (15) Business Days the Association shall conduct an initial review, which shall include the following screening criteria:
 - A. For interconnection of a proposed Small Generating Facility to a radial distribution circuit, the aggregated generation, including the

proposed Small Generating Facility, shall not exceed fifteen percent (15%) of the line section annual peak load as most recently measured at the substation or calculated for the line section. For Highly Seasonal Circuits only, the aggregate generation, including the proposed Small Generating Facility, on the line section shall not exceed fifteen percent (15%) of two (2) times the Minimum Daytime Loading. A line section is that portion of the Association's electric system connected to a customer bounded by automatic sectionalizing devices or the end of the distribution line. A fuse is not an automatic sectionalizing device.

- B. If the proposed Small Generating facility is to be interconnected on single-phase shared secondary, the aggregate generation capacity on the shared secondary, including the proposed Small Generating Facility, shall not exceed ten (10) kW for residential or twenty-five (25) kW for commercial.
- C. If the proposed Small Generating Facility is single-phase and is to be interconnected on a center tap neutral of a two hundred forty (240) volt service, its addition shall not create an imbalance between the two sides of the two hundred forty (240) volt service of more than twenty percent (20%) of the nameplate rating of the service transformer.
- D. No construction or modification of the Association's System shall be required to accommodate the Small Generating Facility.

5.0 If, having deemed the Application complete, the Association finds that the Interconnection Request satisfies the Level 1 Process requirements described above and that the Small Generating Facility can be interconnected safely and reliably to its Distribution System and the Interconnection Customer is otherwise in compliance with the applicable requirements of the Procedures, the Association shall approve and execute the interconnection request and return it to the Customer with an executable interconnection agreement to the Interconnection Customer.

- A. After installation, the Interconnection Customer will return the Certificate of Completion to the Association. Prior to parallel operation, the Association may inspect the Small Generating Facility for compliance with standards, which may include a witness test, and may schedule appropriate metering replacement, if necessary.
- B. The Association notifies the Interconnection Customer in writing that interconnection of the Small Generating Facility is authorized. If the witness test is not satisfactory, the Association has the right to disconnect the Small Generating Facility. The Interconnection Customer has no right to operate in parallel until a witness test has been performed, or previously waived on the Application. The

Association is obligated to complete this witness test within ten (10) Business Days of the receipt of the Certificate of Completion.

- C. Contact Information – The Customer must provide the contact information for the legal applicant (i.e., the Interconnection Customer). If another entity is responsible for interfacing with the Association, that contact information must be provided on the Application.
- 5.0 Ownership Information – Enter the legal names of the owner(s) of the Small Generating Facility. Include the percentage ownership (if any) by any utility or public utility holding company, or by any entity owned by either.
- 6.0 UL1741 Listed – This standard (“Inverters, Converters, and Controllers for Use in Independent Power Systems”) addresses the electrical interconnection design of various forms of generating equipment. Many manufacturers submit their equipment to a Nationally Recognized Testing Laboratory (“NRTL”) that verifies compliance with UL1741. This “listing” is then marked on the equipment and supporting documentation.

Level 1 Application Form

Interconnecting a Certified Inverter-Based Small Generating Facility No Larger than Ten (10) kW for Residential or Twenty-five (25) kW for Commercial

Interconnection Customer Information

Name: _____ Contact Person: _____

Account Number: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ E-Mail: _____

Equipment Installation Contractor/Electrical Contractor (If different from above)

Contact Name: _____

Company Name: _____

Contact Phone Number: _____ E-Mail Address: _____

Additional Ownership of the generation facility: _____

Small Generating Facility Information

Location (if different from above): _____

Inverter Manufacturer: _____ Model _____

System AC Rating: _____ (kW) _____ (Amps) _____ (AC Volts)

System DC Rating: _____ (kW) _____ (Amps)

Adjustable Power Factor: _____ Power Factor Setting: _____

Single Phase Three Phase

Projected Annual Energy Production: _____ (kWh)

Estimated Installation Date: _____ Estimated In-Service Date: _____

Please include the following documents:

One Line Diagram (Including Production Meter Location)

Site Plan

Site Control Documentation

Personal Liability Insurance Documentation (\$300,000 minimum)

Specification Sheets for the Modules and Inverter(s)

\$100 Application Processing Fee

This Application shall be deemed complete when the Interconnection Customer provides all applicable and correct information required below, as well as any additional information required by the Association to evaluate the Request. The terms of this Application are governed by the provisions applicable to the Level 1 Process under Association's Small Generation Interconnection Procedures, as the same may be amended, modified or restated from time to time.

Interconnection Customer Signature

I hereby certify that, to the best of my knowledge, the information provided in this Application is true. I agree to abide by the Terms and Conditions for Interconnecting an Inverter-Based Small Generating Facility No Larger than ten (10) kW for residential or twenty-five (25) kW for commercial nor larger than 120% of the twelve (12) month historical usage at the meter location and return the Certificate of Completion when the Small Generating Facility has been installed. I further agree that IREA shall be entitled to any renewable energy credits or other similar attributes associated with the production of electricity by the equipment referred to in this application upon interconnection of that equipment, until such time as IREA is notified in writing of the transfer or assignment of such credits or attributes to a third party.

I UNDERSTAND THAT THE ASSOCIATION HAS THE RIGHT TO CHANGE ITS RATES AT ANY TIME AND THAT FUTURE REVISIONS MAY INCLUDE A REDUCTION IN THE ENERGY CREDIT RATE, THE ADDITION OF A DEMAND CHARGE, AN INCREASED SERVICE CHARGE, A MODIFICATION TO THE COMPENSATION PAID FOR ANNUAL EXCESS GENERATION, OR OTHER CHANGES THAT WOULD ALLOW IREA TO RECOVER COSTS OF PROVIDING SERVICE TO NET METERING AND OTHER CUSTOMERS.

I UNDERSTAND THAT SUCH REVISIONS, IF ADOPTED, MAY AFFECT THE RELATIVE COSTS AND ECONOMIC BENEFITS OF MY GENERATION EQUIPMENT AND I ACKNOWLEDGE THAT IN AGREEING TO INTERCONNECT MY GENERATION EQUIPMENT, IREA RESERVES ITS RIGHT TO ESTABLISH RATES DESIGNED TO FULLY RECOVER ITS COSTS AND MAKES NO COMMITMENT TO ME THAT IT WILL CONTINUE ITS CURRENT RATES OR RATE STRUCTURE FOR ANY PERIOD OF TIME.

Signed: _____

Title: _____ Date: _____

Contingent Approval to Interconnect the Small Generating Facility

(For Association use only)

Interconnection of the Small Generating Facility is approved contingent upon the Terms and Conditions for Interconnecting an Inverter-Based Small Generating Facility No Larger than ten (10) kW for residential or twenty-five (25) kW for commercial and return of the Certificate of Completion.

Association Signature: _____

Title: _____ Date: _____

Small Generating Facility Certificate of Completion

For a Certified Inverter-Based Small Generating Facility No Larger than
Ten (10) kW for Residential or Twenty-five (25) kW for Commercial

Is the Small Generating Facility owner-installed? Yes No

Interconnection Customer: _____

Contact Person: _____

Address: _____

Location of the Small Generating Facility (if different from above): _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone (Day): _____ (Evening): _____

Fax: _____ E-Mail Address: _____

Equipment Installation Contractor/Electrical Contractor:

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone (Day): _____ (Evening): _____

Fax: _____ E-Mail Address: _____

License number: _____

Date Approval to Install Facility granted by the Association: _____

Application ID number: _____

Inspection:

The Small Generating Facility has been installed and inspected in compliance
with the local building/electrical code of _____

Signed (Local electrical wiring inspector, or attach signed electrical inspection):

Print Name: _____ Date: _____

As a condition of interconnection, you are required to send/fax a copy of this
form along with a copy of the signed electrical permit to:

Name: _____

Association: _____

Address: _____

City, State ZIP: _____

Fax: _____

Approval to Energize the Small Generating Facility (For Association use only)

Energizing the Small Generating Facility is approved contingent upon the Terms and Conditions for Interconnecting an Inverter-Based Small Generating Facility No Larger than Ten (10) kW for Residential or Twenty-five (25) kW for Commercial.

Association Signature: _____

Title: _____ Date: _____

**Terms and Conditions for Interconnecting an Inverter-Based
Small Generating Facility No Larger than Ten (10) kW for Residential
or Twenty-five (25) kW for Commercial**

1.0 Construction of the Facility

The Interconnection Customer may proceed to construct (including operational testing not to exceed two hours) the Small Generating Facility when the Association approves the Interconnection Request (the "Application") and returns it to the Customer.

2.0 Interconnection and Operation

The Customer may operate Small Generating Facility and interconnect with the Association's electric system once all of the following have occurred:

- 2.1 Upon completing construction, the Interconnection Customer will cause the Small Generating Facility to be inspected or otherwise certified by the appropriate local electrical wiring inspector with jurisdiction;
- 2.2 The Customer returns the Certificate of Completion to the Association;
- 2.3 Completed its inspection of the Small Generating Facility to ensure that all equipment has been appropriately installed and that all electrical connections have been made in accordance with applicable codes. All inspections must be conducted by the Association, at its own expense, within ten (10) Business Days after receipt of the Certificate of Completion and shall take place at a time agreeable to the Parties. The Association shall provide a written statement that the Small Generating Facility has passed inspection or shall notify the Interconnection Customer of what steps it must take to pass inspection as soon as practicable after the inspection takes place.
- 2.4 The Association has the right to disconnect the Small Generating Facility in the event of improper installation or failure to return the Certificate of Completion.

3.0 Safe Operations and Maintenance

The Customer shall be fully responsible to operate, maintain, and repair the Small Generating Facility as required to ensure that it complies at all times with the interconnection standards to which it has been certified.

4.0 Access

The Association shall have access to the disconnect switch (if the disconnect switch is required) and metering equipment of the Small Generating Facility at all times. The Association shall provide reasonable

notice to the Interconnection Customer when possible prior to using its right of access.

5.0 **Disconnection**

The Association may temporarily disconnect the Small Generating Facility upon the following conditions:

- 5.1 For scheduled outages upon reasonable notice.
- 5.2 For unscheduled outages or emergency conditions.
- 5.3 If the Small Generating Facility does not operate in the manner consistent with these Terms and Conditions.
- 5.4 The Association shall inform the Interconnection Customer in advance of any scheduled disconnection, or as is reasonable after an unscheduled disconnection.

6.0 **Indemnification**

The Parties shall at all times indemnify, defend, and save the other Party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action or inactions of its obligations under this agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.

7.0 **Insurance**

The Interconnection Customer, at its own expense, shall secure and maintain in effect during the term of the agreement liability insurance with a combined single limit for bodily injury and property damage of not less than Three Hundred Thousand Dollars (\$300,000) for each occurrence. Such liability insurance shall not exclude coverage for any incident related to the subject generator or its operation. The Association 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 ten (10) kW or less. The policy shall include that written notice be given to the utility at least thirty (30) days prior to any cancellation or reduction of any coverage. A copy of the liability insurance certificate must be received by the Association prior to the Small Generating Facility operation. Certificates of insurance evidencing the requisite coverage and provision(s) shall be furnished to the Association prior to date of interconnection of the Small Generating Facility. The Association shall be permitted to periodically obtain proof of current insurance for 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.

8.0 Limitation of Liability

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, except as allowed under paragraph 6.0.

9.0 Termination

The Agreement to operate in parallel may be terminated under the following conditions:

9.1 By the Interconnection Customer

By providing written notice to the Association.

9.2 By the Association

If the Small Generating Facility fails to operate for any consecutive twelve (12) month period or the Interconnection Customer fails to remedy a violation of these Terms and Conditions.

9.3 Permanent Disconnection

In the event this Agreement is terminated, the Association shall have the right to disconnect its facilities or direct the Customer to disconnect its Small Generating Facility.

9.4 Survival Rights

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.

10.0 Assignment/Transfer of Ownership of the Facility

This Agreement shall survive the transfer of ownership of the Small Generating Facility to a new owner when the new owner agrees in writing to comply with the terms of this Agreement and so notifies the Association.

11.0 Certification of Small Generator Equipment Packages

11.1 Small Generating Facility equipment proposed for use separately or packaged with other equipment in an interconnection system shall be considered certified for interconnected operation only if (1) it has been tested in accordance with industry standards for continuous utility interactive operation in compliance with the

appropriate codes and standards listed in Attachment 2 by any Nationally Recognized Testing Laboratory (NRTL) recognized by the United States Occupational Safety and Health Administration to test and certify interconnection equipment , (2) it has been labeled and is publicly listed by such NRTL at the time of the interconnection application, and (3) such NRTL makes readily available for verification all test standards and Procedures it utilized in performing such equipment certification, and, with Interconnection Customer approval, the test data itself. The NRTL may make such information available on its website and by encouraging such information to be included in the manufacturer's literature accompanying the equipment.

- 11.2 The Interconnection Customer must verify that the intended use of the equipment falls within the use or uses for which the equipment was tested, labeled, and listed by the NRTL.
- 11.3 Certified equipment shall not require further type-test review, testing, or additional equipment to meet the requirements of this interconnection procedure; however, nothing herein shall preclude the need for an on-site commissioning test by the Parties to the interconnection nor follow-up production testing by the NRTL.
- 11.4 If the certified equipment package includes only interface components, including, without limitation, switchgear, inverters, or other interface devices, then an Interconnection Customer must show that the generator or other electric source being utilized with the equipment package is compatible with the equipment package and is consistent with the testing and listing specified for this type of interconnection equipment.
- 11.5 Provided the generator or electric source, when combined with the equipment package, is within the range of capabilities for which it was tested by the NRTL, and does not violate the interface components' labeling and listing performed by the NRTL, no further design review, testing or additional equipment on the Interconnection Customer side of the Point of Interconnection shall be required to meet the requirements of this interconnection procedure.
- 11.6 An equipment package does not include equipment provided by the Association.

Level 1A Analysis

Application, Procedures, and Terms and Conditions for Analysis of a Certified Inverter-Based Small Generating Planned Development (“25 kW Inverter Planned Development Process”)

The following outlines the process by which a planned development may be analyzed prior to construction of the development. Each interconnection with the Association’s System shall be a certified inverter-based small generating facility with residential class service where the total nameplate generating capacity connected at one meter location is ten (10) kW or less or a commercial class service where the total nameplate generating capacity connected at one meter location is no larger than twenty-five (25) kW. This document includes a simplified Interconnection Request, simplified attachment procedures, and the terms and conditions that will govern the application and attachment.

- 1.0 The Interconnection Developer completes the Application for Analyzing a Certified Inverter-based Small Generating Planned Development (“Application”) and submits it to the Association. In addition to the information required by the Association in the Application, the Interconnection Customer shall submit documentation of Site Control to the Association. Site control may be demonstrated through:
 - A. ownership of, a leasehold interest in, or a right to develop the site for the purpose of constructing the Small Generating Facility;
 - B. an option to purchase or acquire a leasehold site for such purpose;
or
 - C. an exclusivity or other business relationship between the Interconnection Developer and the entity having the right to sell, lease, or grant the Interconnection Customer the right to possess or occupy a site for such purpose.
- 2.0 The Association acknowledges to the Interconnection Developer receipt of the Application within three (3) Business Days of receipt. The Association’s notification may be sent by electronic mail.
- 3.0 The Association will evaluate the Application for completeness and notify the Interconnection Developer within ten (10) Business Days of receipt that the Application is or is not complete and, if not, shall advise what

material is missing. The Association's notification may be sent by electronic mail.

- 4.0 Once the Application is deemed complete by the Association, within fifteen (15) Business Days the Association shall conduct an initial review, which shall include the following screening criteria:
- A. For interconnection of proposed Small Generating Facilities to a radial distribution circuit, the aggregated generation, including the proposed Small Generating Facilities, shall not exceed fifteen percent (15%) of the line section annual peak load as most recently measured at the substation or calculated for the line section. For Highly Seasonal Circuits only, the aggregate generation, including the proposed Small Generating Facilities, on the line section shall not exceed fifteen percent (15%) of two (2) times the Minimum Daytime Loading. A line section is that portion of the Association's electric system connected to a customer bounded by automatic sectionalizing devices or the end of the distribution line. A fuse is not an automatic sectionalizing device.
 - B. If the proposed Small Generating facilities are to be interconnected on single-phase shared secondary, the aggregate generation capacity on the shared secondary, including the proposed Small Generating Facility, shall not exceed ten (10) kW for residential services and twenty-five (25) kW for commercial services.
 - C. If the proposed Small Generating Facilities are single-phase and are to be interconnected on a center tap neutral of a two hundred forty (240) volt service, each addition shall not create an imbalance between the two sides of the two hundred forty (240) volt service of more than twenty percent (20%) of the nameplate rating of the service transformer.
 - D. No construction or modification of the Association's System shall be required to accommodate the Small Generating Facilities.
- 5.0 If, having deemed the Application complete, the Association finds that the Interconnection Request satisfies the Level 1A Process requirements described above and that the Small Generating Facilities can be interconnected safely and reliably to its Distribution System and the Interconnection Customer is otherwise in compliance with the applicable requirements of the Procedures.
- A. After completing the analysis, the developer shall complete the Level 1 application process for each unit/meter interconnection as

the facilities are completed in accordance with the Association's Small Generation Interconnection Procedures at the time of interconnection.

- B. The development interconnection analysis shall be good for 24 months from approval by the Association. Any facilities not interconnected within 24 months shall be removed from the project queue subject to extension application as noted.
 - C. Applicant may apply for a single 12 month extension for facilities not interconnected within the first 24 months by completing A second form 5A noting the original application and submitting an additional processing fee.
 - D. All other applications shall be on a per meter basis in accordance with the SGIP in effect at the time of interconnection.
 - E. Contact Information – The Developer must provide the contact information for the legal applicant (i.e., the Interconnection Customer). If another entity is responsible for interfacing with the Association, that contact information must be provided on the Application.
- 6.0 Ownership Information – Enter the legal names of the owner(s) of the Small Generating Facility. Include the percentage ownership (if any) by any utility or public utility holding company, or by any entity owned by either.
- 7.0 UL1741 Listed – This standard (“Inverters, Converters, and Controllers for Use in Independent Power Systems”) addresses the electrical interconnection design of various forms of generating equipment. Many manufacturers submit their equipment to a Nationally Recognized Testing Laboratory (“NRTL”) that verifies compliance with UL1741. This “listing” is then marked on the equipment and supporting documentation.

**Application for Analysis of a Certified Inverter-Based
Small Generating Planned Development**

This Application shall be deemed complete when the Interconnection Customer provides all applicable and correct information required below, as well as any additional information required by the Association to evaluate the Request. The terms of this Application are governed by the provisions applicable to the Level 1A Process under Association's Small Generation Interconnection Procedures, as the same may be amended, modified or restated from time to time.

Processing Fee

A non-refundable processing fee of One Thousand Dollars (\$1,000) payable to "Intermountain Rural Electric Association" must be submitted with this Application and each proposed renewal.

Planned Development Information

Name: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone (Day): _____ (Evening): _____

Fax: _____ E-Mail Address: _____

Equipment Installation Contractor/Electrical Contractor

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone (Day): _____ (Evening): _____

Fax: _____ E-Mail Address: _____

Owner of the facility (include % ownership by any electric utility): _____

Small Generating Facility Information

Development (subdivision/project name): _____

Legal Description (Filing, Blocks, Lots): _____

Electric Service Company: Intermountain Rural Electric Association

Account Number: _____

Inverter Manufacturer: _____ Model _____

Maximum Nameplate Rating: _____ (kW) _____ (kVA) _____ (AC Volts)
Single Phase Three Phase

Maximum System Design Capacity: _____ (kW) _____ (kVA)

Maximum Number of Interconnection points: _____

Minimum Nameplate Rating: _____ (kW) _____ (kVA) _____ (AC Volts)
Single Phase Three Phase

Minimum System Design Capacity: _____ (kW) _____ (kVA)

Minimum Number of Interconnection points: _____

Prime Mover: Photovoltaic Reciprocating Engine Fuel Cell
Turbine Other _____

Energy Source: Solar Wind Hydro Diesel Natural Gas Fuel Oil

Other (describe) _____

Estimated Initial Installation Date: _____ Estimated Initial In-Service Date: _____

Estimated Final Installation Date: _____ Estimated Final In-Service Date: _____

One-line Diagram Attached (Required for each unique system planned)

Site Plan Attached (Required)

Site Control Documentation Attached (Required)

Developer Signature

I hereby certify that, to the best of my knowledge, the information provided in this Application is true. I agree to abide by the Terms and Conditions for Interconnecting an Inverter-Based Small Generating Facility No Larger than Ten (10) kW for Residential or Twenty-five (25) kW for Commercial. It is understood that an application per each individual interconnection will be required per the Level 1 Process prior to the interconnection being completed. The document merely preapproves the request for multiple locations described herein to be held within the queue for up to 24 months, with the possibility of an additional 12-month extension if this project is not completed within the first 24 months.

It is understood that the Association is regularly evaluating the current rate structure for net-metering customers to recover costs associated with use of the Association's electric distribution system. These revisions may include a reduction in the energy credit rate, the addition of a demand charge and/or a facilities charge and a modification to the compensation provided for the annual excess generation, or other changes that would allow the Association to recover costs of providing service to net-metering customers.

It is understood that such revisions, if adopted, will affect the relative costs and economic benefits of net-metering installations.

Developer Name: _____

Authorized Signature: _____

Title: _____ Date: _____

.....

Contingent Approval to Interconnect the Small Generating Facility

(For Association use only)

Interconnection of the Planned Development Generating Facilities is approved contingent upon the Terms and Conditions for Interconnecting an Inverter-Based Small Generating Facility No Larger than Ten (10) kW for Residential or Twenty-five (25) kW for Commercial.

Association Signature: _____

Title: _____ Date: _____

Application ID number: _____

Feasibility Study Agreement

THIS AGREEMENT is made and entered into this ____ day of _____ 20__ by and between _____, a _____ organized and existing under the laws of the State of _____, ("Interconnection Customer"), and INTERMOUNTAIN RURAL ELECTRIC ASSOCIATION, a non-profit member-owned cooperative organized under the laws of Colorado ("Association"). Interconnection Customer and Association each may be referred to as a "Party," or collectively as the "Parties."

RECITALS

WHEREAS, Interconnection Customer is proposing to develop a Small Generating Facility or generating capacity addition to an existing Small Generating Facility consistent with the Interconnection Request completed by Interconnection Customer on _____; and

WHEREAS, Interconnection Customer desires to interconnect the Small Generating Facility with the Association's System; and

WHEREAS, Interconnection Customer has requested the Association to perform a feasibility study to assess the feasibility of interconnecting the proposed Small Generating Facility with the Association's System, and of any Affected Systems.

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agreed as follows:

- 1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated or the meanings specified in the Association's Small Generator Interconnection Procedures, as the same may be amended from time to time (the "**Procedures**").
- 2.0 The Interconnection Customer elects and the Association shall cause to be performed an interconnection feasibility study consistent the Procedures in accordance with all applicable laws and regulations.
- 3.0 The scope of the feasibility study shall be subject to the assumptions set forth in Attachment A to this Agreement.
- 4.0 The feasibility study shall be based on the technical information provided by the Interconnection Customer in the Interconnection Request, as may

be modified as the result of the scoping meeting described in the Procedures. The Association reserves the right to request additional technical information from the Interconnection Customer as may reasonably become necessary consistent with Good Utility Practice during the course of the feasibility study and as designated in accordance with the Procedures. If the Interconnection Customer modifies its Interconnection Request, the time to complete the feasibility study may be extended by agreement of the Parties.

- 5.0 In performing the study, the Association shall rely, to the extent reasonably practicable, on existing studies of recent vintage. The Interconnection Customer shall not be charged for such existing studies; however, the Interconnection Customer shall be responsible for charges associated with any new study or modifications to existing studies that are reasonably necessary to perform the feasibility study.
- 6.0 The feasibility study report shall provide the following analyses for the purpose of identifying any potential adverse system impacts that would result from the interconnection of the Small Generating Facility as proposed:
 - 6.1 initial identification of any circuit breaker short circuit capability limits exceeded as a result of the interconnection;
 - 6.2 initial identification of any thermal overload or voltage limit violations resulting from the interconnection;
 - 6.3 initial review of grounding requirements and electric system protection; and
 - 6.4 description and non-binding estimated cost of facilities required to interconnect the proposed Small Generating Facility and to address the identified short circuit and power flow issues.
- 7.0 The feasibility study shall model the impact of the Small Generating Facility regardless of purpose in order to avoid the further expense and interruption of operation for reexamination of feasibility and impacts if the Interconnection Customer later changes the purpose for which the Small Generating Facility is being installed.
- 8.0 The study shall include the feasibility of any interconnection at a proposed project site where there could be multiple potential Points of Interconnection, as requested by the Interconnection Customer and at the Interconnection Customer's cost.

- 9.0 Unless waived by the Association in writing, the Interconnection Customer shall deposit the lesser of fifty percent (50%) of good faith estimated feasibility study costs or earnest money of One Thousand Dollars (\$1,000) upon execution of this Agreement.
- 10.0 Once the feasibility study is completed, a feasibility study report shall be prepared by the Association and transmitted to the Interconnection Customer. Barring unusual circumstances, the feasibility study must be completed and the feasibility study report transmitted within thirty (30) Business Days of the date of this Agreement.
- 11.0 Any study fees shall be based on the Association's actual costs and will be invoiced to the Interconnection Customer after the study is completed and delivered and will include a summary of professional time.
- 12.0 The Interconnection Customer must pay any study costs that exceed the deposit without interest within thirty (30) calendar days on receipt of the invoice or resolution of any dispute. If the deposit exceeds the invoiced fees, the Association shall refund such excess within thirty (30) calendar days of the invoice without interest.
- 13.0 The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the state of Colorado (where the Point of Interconnection is located), without regard to its conflicts of law principles. This Agreement is subject to all applicable laws, rules and regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a governmental authority.
- 14.0 The Parties may amend this Agreement by a written instrument explicitly referencing this Agreement and that is duly executed by both Parties.
- 15.0 This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.
- 16.0 The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

- 17.0 Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this Agreement. Termination or default of this Agreement for any reason by Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from the Association. Any waiver of this Agreement shall, if requested, be provided in writing.
- 18.0 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. Facsimile or other electronically transmitted signatures shall be deemed originals for all purposes.
- 19.0 This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.
- 20.0 If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority, (1) such portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (3) the remainder of this Agreement shall remain in full force and effect.
- 21.0 Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.
- 22.0 The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall the Association be liable for the actions or inactions of the Interconnection Customer or its subcontractors

with respect to obligations of the Interconnection Customer under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party. The obligations under this article will not be limited in any way by any limitation of subcontractor's insurance.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

Intermountain Rural Electric Association

[Insert name of Interconnection Customer]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Assumptions Used in Conducting the Feasibility Study

The feasibility study will be based upon the information set forth in the Interconnection Request and agreed upon in the scoping meeting held on _____:

(1) Designation of Point of Interconnection and configuration to be studied.

(2) Designation of alternative Points of Interconnection and configuration.

(1) and (2) are to be completed by the Interconnection Customer. Other assumptions (listed below) are to be provided by the Interconnection Customer and the Association.

System Impact Study Agreement

THIS AGREEMENT is made and entered into this ____ day of _____ 20__ by and between _____, a _____ organized and existing under the laws of the State of _____, ("**Interconnection Customer**"), and INTERMOUNTAIN RURAL ELECTRIC ASSOCIATION, a non-profit member-owned cooperative organized under the laws of Colorado ("**Association**"). Interconnection Customer and Association each may be referred to as a "**Party**," or collectively as the "**Parties**."

RECITALS

WHEREAS, the Interconnection Customer is proposing to develop a Small Generating Facility or generating capacity addition to an existing Small Generating Facility consistent with the Interconnection Request completed by the Interconnection Customer on _____;

WHEREAS, the Interconnection Customer desires to interconnect the Small Generating Facility with the Association's System;

[**WHEREAS**, the Association has completed a feasibility study and provided the results of said study to the Interconnection Customer;] and [This recital to be omitted if the Parties have agreed to forego the feasibility study.]

WHEREAS, the Interconnection Customer has requested the Association to perform a system impact study(s) to assess the impact of interconnecting the Small Generating Facility with the Association's System, and of any Affected Systems.

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agreed as follows:

- 1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated or the meanings specified in the Association's Small Generator Interconnection Procedures, as the same may be amended from time to time (the "**Procedures**").
- 2.0 The Interconnection Customer elects and the Association shall cause to be performed a system impact study(s) consistent with the Procedures in accordance with all applicable laws and regulations.

- 3.0 The scope of a system impact study shall be subject to the assumptions set forth in Attachment A to this Agreement.
- 4.0 A system impact study will be based upon the results of the feasibility study and the technical information provided by Interconnection Customer in the Interconnection Request. The Association reserves the right to request additional technical information from the Interconnection Customer as may reasonably become necessary consistent with Good Utility Practice during the course of the system impact study. If the Interconnection Customer modifies its designated Point of Interconnection, Interconnection Request, or the technical information provided therein is modified, the time to complete the system impact study may be extended.
- 5.0 A system impact study shall consist of a short circuit analysis, a stability analysis, a power flow analysis, voltage drop and flicker studies, protection and set point coordination studies, and grounding reviews, as necessary. A system impact study shall state the assumptions upon which it is based, state the results of the analyses, and provide the requirement or potential impediments to providing the requested interconnection service, including a preliminary indication of the cost and length of time that would be necessary to correct any problems identified in those analyses and implement the interconnection. A system impact study shall provide a list of facilities that are required as a result of the Interconnection Request and non-binding good faith estimates of cost responsibility and time to construct.
- 6.0 A distribution system impact study shall incorporate a distribution load flow study, an analysis of equipment interrupting ratings, protection coordination study, voltage drop and flicker studies, protection and set point coordination studies, grounding reviews, and the impact on electric system operation, as necessary.
- 7.0 Affected Systems may participate in the preparation of a system impact study, with a division of costs among such entities as they may agree. All Affected Systems shall be afforded an opportunity to review and comment upon a system impact study that covers potential adverse system impacts on their electric systems, and the Association has twenty (20) additional Business Days to complete a system impact study requiring review by Affected Systems.
- 8.0 If the Association uses a queuing procedure for sorting or prioritizing projects and their associated cost responsibilities for any required

Upgrades, the system impact study shall consider all generating facilities (and with respect to paragraph 8.3 below, any identified Upgrades associated with such higher queued interconnection) that, on the date the system impact study is commenced –

- 8.1 are directly interconnected with the Association's electric system;
 - 8.2 are interconnected with Affected Systems and may have an impact on the proposed interconnection; and
 - 8.3 have a pending higher queued Interconnection Request to interconnect with the Association's System.
- 9.0 A distribution system impact study, if required, shall be completed and the results transmitted to the Interconnection Customer within thirty (30) Business Days after this Agreement is signed by the Parties. A transmission system impact study, if required, shall be completed and the results transmitted to the Interconnection Customer within forty-five (45) Business Days after this Agreement is signed by the Parties, or in accordance with the Association's queuing procedures.
- 10.0 Unless waived by the Association in writing, the Interconnection Customer shall the equivalent of the good faith estimated cost of a distribution system impact study and fifty percent (50%) of the good faith estimated cost of a transmission system impact study upon execution of this Agreement.
- 11.0 Any study fees shall be based on the Association's actual costs and will be invoiced to the Interconnection Customer after the study is completed and delivered and will include a summary of professional time.
- 12.0 The Interconnection Customer must pay any study costs that exceed the deposit without interest within thirty (30) calendar days on receipt of the invoice or resolution of any dispute. If the deposit exceeds the invoiced fees, the Association shall refund such excess within thirty (30) calendar days of the invoice without interest.
- 13.0 The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the state of Colorado (where the Point of Interconnection is located), without regard to its conflicts of law principles. This Agreement is subject to all applicable laws, rules and regulations. Each Party expressly reserves the right to seek

changes in, appeal, or otherwise contest any laws, orders or regulations of a governmental authority.

- 14.0 The Parties may amend this Agreement by a written instrument explicitly referencing this Agreement and that is duly executed by both Parties.
- 15.0 This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.
- 16.0 The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.
- 17.0 Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this Agreement. Termination or default of this Agreement for any reason by Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from the Association. Any waiver of this Agreement shall, if requested, be provided in writing.
- 18.0 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. Facsimile or other electronically transmitted signatures shall be deemed originals for all purposes.
- 19.0 This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.
- 20.0 If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority, (1) such portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits

to each Party that were affected by such ruling, and (3) the remainder of this Agreement shall remain in full force and effect.

- 21.0 Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.
- 22.0 The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall the Association be liable for the actions or inactions of the Interconnection Customer or its subcontractors with respect to obligations of the Interconnection Customer under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party. The obligations under this article will not be limited in any way by any limitation of subcontractor's insurance.

[Signature Pages to Follow]

IN WITNESS THEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

Intermountain Rural Electric Association

[Insert name of Interconnection Customer]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Assumptions Used in Conducting the System Impact Study

The system impact study shall be based upon the results of the feasibility study, subject to any modifications in accordance with the standard Small Generator Interconnection Procedures, and the following assumptions:

(1) Designation of Point of Interconnection and configuration to be studied.

(2) Designation of alternative Points of Interconnection and configuration.

(1) and (2) are to be completed by the Interconnection Customer. Other assumptions (listed below) are to be provided by the Interconnection Customer and the Association.

Facilities Study Agreement

THIS AGREEMENT is made and entered into this ____ day of _____ 20__ by and between _____, a _____ organized and existing under the laws of the State of _____, ("**Interconnection Customer**"), and INTERMOUNTAIN RURAL ELECTRIC ASSOCIATION, a non-profit member-owned cooperative organized under the laws of Colorado ("**Association**"). Interconnection Customer and Association each may be referred to as a "**Party**," or collectively as the "**Parties**."

RECITALS

WHEREAS, the Interconnection Customer is proposing to develop a Small Generating Facility or generating capacity addition to an existing Small Generating Facility consistent with the Interconnection Request completed by the Interconnection Customer on _____;

WHEREAS, the Interconnection Customer desires to interconnect the Small Generating Facility with the Association's System;

WHEREAS, the Association has completed a system impact study and provided the results of said study to the Interconnection Customer; and

WHEREAS, the Interconnection Customer has requested the Association to perform a facilities study to specify and estimate the cost of the equipment, engineering, procurement and construction work needed to implement the conclusions of the system impact study in accordance with Good Utility Practice to physically and electrically connect the Small Generating Facility with the Association's System.

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agreed as follows:

- 1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated or the meanings specified in the Association's Small Generator Interconnection Procedures, as the same may be amended from time to time (the "**Procedures**").
- 2.0 The Interconnection Customer elects and the Association shall cause to be performed a system impact study(s) consistent with the Procedures in accordance with all applicable laws and regulations.

- 3.0 The scope of the facilities study shall be subject to data provided in Attachment A to this Agreement.
- 4.0 The facilities study shall specify and estimate the cost of the equipment, engineering, procurement and construction work (including overheads) needed to implement the conclusions of the system impact study(s). The facilities study shall also identify (1) the electrical switching configuration of the equipment, including, without limitation, transformer, switchgear, meters, and other station equipment, (2) the nature and estimated cost of the Association's Interconnection Facilities and Upgrades necessary to accomplish the interconnection, and (3) an estimate of the time required to complete the construction and installation of such facilities.
- 5.0 The Association may propose to group facilities required for more than one (1) Interconnection Customer in order to minimize facilities costs through economies of scale, but any Interconnection Customer may require the installation of facilities required for its own Small Generating Facility if it is willing to pay the costs of those facilities.
- 6.0 Unless waived by the Association in writing, the Interconnection Customer shall deposit the good faith estimate of facilities studies costs upon execution of this Agreement.
- 7.0 In cases where Upgrades are required, the facilities study must be completed within forty-five (45) Business Days of the receipt of this Agreement. In cases where no Upgrades are necessary, and the required facilities are limited to Interconnection Facilities, the facilities study must be completed within thirty (30) Business Days.
- 8.0 Once the facilities study is completed, a facilities study report shall be prepared and transmitted to the Interconnection Customer. Barring unusual circumstances, the facilities study must be completed and the facilities study report transmitted within thirty (30) Business Days of the Interconnection Customer's agreement to conduct a facilities study.
- 9.0 Any study fees shall be based on the Association's actual costs and will be invoiced to the Interconnection Customer after the study is completed and delivered and will include a summary of professional time.
- 10.0 The Interconnection Customer must pay any study costs that exceed the deposit without interest within thirty (30) calendar days on receipt of the invoice or resolution of any dispute. If the deposit exceeds the invoiced

fees, the Association shall refund such excess within thirty (30) calendar days of the invoice without interest.

- 11.0 The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the state of Colorado (where the Point of Interconnection is located), without regard to its conflicts of law principles. This Agreement is subject to all applicable laws, rules and regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders or regulations of a governmental authority.
- 12.0 The Parties may amend this Agreement by a written instrument explicitly referencing this Agreement and that is duly executed by both Parties.
- 13.0 This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.
- 14.0 The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.
- 15.0 Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this Agreement. Termination or default of this Agreement for any reason by Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from the Association. Any waiver of this Agreement shall, if requested, be provided in writing.
- 16.0 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. Facsimile or other electronically transmitted signatures shall be deemed originals for all purposes.
- 17.0 This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter

into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

- 18.0 If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority, (1) such portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (3) the remainder of this Agreement shall remain in full force and effect.
- 19.0 Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.
- 20.0 The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall the Association be liable for the actions or inactions of the Interconnection Customer or its subcontractors with respect to obligations of the Interconnection Customer under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party. The obligations under this article will not be limited in any way by any limitation of subcontractor's insurance.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

Intermountain Rural Electric Association

[Insert name of Interconnection Customer]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Data to Be Provided by the Interconnection Customer with the Facilities Study Agreement

Provide location plan and simplified one-line diagram of the plant and station facilities. For staged projects, please indicate future generation, transmission circuits, etc.

On the one-line diagram, indicate the generation capacity attached at each metering location. (Maximum load on CT/PT)

On the one-line diagram, indicate the location of auxiliary power. (Minimum load on CT/PT) Amps

One set of metering is required for each generation connection to the new ring bus or existing Transmission Provider station.

Number of generation connections: _____

Will an alternate source of auxiliary power be available during CT/PT maintenance?

Yes No

Will a transfer bus on the generation side of the metering require that each meter set be designed for the total plant generation? Yes No

(Please indicate on the one-line diagram).

What type of control system or PLC will be located at the Small Generating Facility?

What protocol does the control system or PLC use?

Please provide a 7.5-minute quadrangle map of the site. Indicate the plant, station, transmission line, and property lines.

Physical dimensions of the proposed interconnection station:

Bus length from generation to interconnection station:

Line length from interconnection station to Association's System.

Tower number observed in the field. (Painted on tower leg)*:

Number of third party easements required for transmission lines*:

* To be completed in coordination with Association.

Is the Small Generating Facility located in Association's service area?

Yes No If No, please provide name of local provider:

Please provide the following proposed schedule dates:

Begin Construction Date: _____

Generator step-up transformers
receive back feed power Date: _____

Generation Testing Date: _____

Commercial Operation Date: _____