

# **GARKANE ENERGY COOPERATIVE INTERCONNECTION MANUAL**

DRAFT

DRAFT JUNE 2022

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## SECTION 1: GARKANE INTERCONNECTION MANUAL GENERAL DISCUSSION

This manual applies to the interconnection of a Generating Facility operating or that potentially can be operated in parallel with Garkane Energy Cooperative's (Garkane) Distribution System. An Interconnection Customer who requests an Interconnection Review must submit an Interconnection Application on Garkane's standard forms by hand delivery, mail, e-mail to Garkane as designated within this manual. Garkane is committed to providing prompt reasonable and professional service to our entire membership. Garkane will process each application in a nondiscriminatory basis.

Garkane provides electrical distribution service in both Utah and Arizona. It is Garkane's policy to administer our system policies where allowed by law as a single system across its entire service territory irrespective of state borders. Garkane will interconnect a Generating Facility subject to our policies documented in this Interconnection Manual, and the requirements of Arizona Administrative Code R14-2-2600, and Utah Administrative Code, Rule R746-312. Where the Arizona and Utah Rules are not in agreement the policies set for in Garkane's Interconnection Manual will control. Applicants should familiarize themselves with these rules prior to preparing and submitting an Interconnection Request.

Garkane's Interconnection Manual, standard Application, and Interconnection Tariffs are available to an Applicant on our website <https://www.garkaneenergy.com/>. Alternatively, if a Customer is unable to access the documents on the internet, Garkane will provide printed copies when requested for pickup within 3 business days of receipt of written request. Within 21 calendar days of receipt of request, Garkane will make reasonable accommodation to meet with a customer for an interconnection preliminary project review, to assist them in preparation of an Interconnection Application.

When used in this manual, with capitalization, the terms specified shall have the meanings specified in the attached GLOSSARY OF TERMS section of this manual.

## **SECTION 2: SUBMISSION OF INTERCONNECTIONS REQUEST INSTRUCTIONS**

Submission of an Application for Interconnection Facilities with a Generating Capacity of less than 50 kW should be sent to:

### **U.S. Mail Address**

Garkane Field Services Representative (FSR)  
Garkane Energy Cooperative Inc.  
1802 S Highway 89A  
Kanab, UT 84741

### **Email Address**

[FSR@garkane.com](mailto:FSR@garkane.com)

### **Telephone Number for Assistance**

(435) 644-5026

Submission of an Application for Interconnection Facilities with a Generating Capacity 50 kW or greater should be sent to:

### **U.S. Mail Address**

Bryant Shakespear P.E.  
Garkane Energy Cooperative Inc.  
1802 S Highway 89A  
Kanab, UT 84741

### **Email Address**

[bryant.shakespear@garkane.com](mailto:bryant.shakespear@garkane.com)

### **Telephone Number for Assistance**

(435) 644-5026

### **SECTION 3: TYPES OF GENERATING FACILITIES**

A Customer may apply to operate a Generating Facility as an Exporting System, a Non-Exporting System, or an Inadvertent Export System. There are specific operating requirements that apply to Interconnect and Operation of a Non-Exporting System or Inadvertent Export System. These requirements are described in the GARKANE EXPEDITED INTERCONNECTION PROCESS FOR NON-EXPORTING OR INADVERTENT EXPORTING FACILITIES section of this manual and AAC R14-2-2623. Applications to operate a Exporting System should apply as described in the General Applications Submission Requirements section of the manual.

### **SECTION 4: GENERAL APPLICATION SUBMISSION REQUIREMENTS**

An Application is considered complete when it provides all applicable and correct information requested on Garkane's Interconnection Application form specific to a Customer's planned Generating Facility type along with the following supplemental project design information in a clear and legible format:

1. A complete set of project plans includes:
  - a. Cover sheet(s) providing the project name, address, project scope, table of contents, vicinity map, and bill of material.
  - b. Site Plan(s) showing the project property boundaries, access, and roadways, existing Garkane facilities, all structures, and the location of the major components of the proposed Generating Facilities on the property.
  - c. Additional plan view sheet(s) as needed to document accurately the location, and general disposition of all system components in relation to one another including:
    - Point of Common Coupling, or Point of Interconnection
    - Main Service Panel, and subpanels
    - Inverter (when applicable) or generation system control equipment
    - Disconnect Switch or Switchgear
    - Generating component's location and number, i.e. solar panels, turbines
    - Existing Garkane facilities and equipment (when applicable)

- d. Complete 1-Line or 3-line diagram sheet(s) showing the connection of all system components and a conductor schedule.
- e. System generation capacity calculations.
- f. System Label or Signage sheet(s) documenting the required Jurisdictional Electric Inspections Agency's and Garkane's required signage.
- g. System component manufacture specification sheet(s) containing NTRL certifications, and name plate capacities for all generating components, inverters, controllers, enclosures, switches, and energy storage devices.
- h. Documentation of project site control reasonably demonstrating ownership, grant, lease, option to purchase or other legal right to construct and operate a proposed generating facility at the project location. Please also provide the term (expiration date), if applicable of any such agreement.

## **SECTION 5: CUSTOMER RIGHTS**

Garkane is committed to provide prompt professional response to Customers submitting Interconnection Facility Applications. Garkane maintains its Interconnection Manual, Interconnection Request Applications and Standard Forms on its website <https://www.garkaneenergy.com>. Alternatively, if a customer is unable to access the documents on the internet, Garkane will provide printed copies when requested for pickup or by email within 3 business days of receipt of request. Within 21 calendar days of receipt of a written request, Garkane will make reasonable accommodation to meet with a customer for an interconnection preliminary project review, to assist them in preparation of an Interconnection Application. Customers may submit applications electronically and sign documents using a trackable certifiable electronic (e-signature) method. Our staff will follow up promptly to notify an Applicants if an Application is incomplete.

Customers may designate a Representative to act on their behalf by indicating they wish to do so on the Application and completing the appropriate informational section of the Application.

Minor design or construction modifications to a submitted system Application plan that do not change the system design, configuration, or generation capacity in a material way may be made if the changes are consistent with AAC R14-2-2610 or UAC Rule R746-312.

Materially significant modifications to a system design, including its configuration, generation capacity, generation and control equipment, or project location will be deemed a withdrawal of the interconnection request and will require submission of a new interconnection Application.

In the event that the Interconnection of a Generating System requires Feasibility Study, System Impact Study, Facility Study or Supplemental Review Garkane will provide a Customer detailed and itemized good faith estimates of the cost to complete the studies. Garkane will provide supporting data and justification in the event it undertakes studies or system upgrades to accommodate a Generating Facility. These cost estimates will be developed based on the specific project characteristics. Costs will vary based on project details, design, and complexity.

An Interconnection Customer may request a one-time 90-day extension from Garkane by letter or email at anytime while working to obtain an Interconnection Agreement with Garkane. Applications provided the extension shall retain their Queue Position.

## **SECTION 6: CUSTOMER RESPONSIBILITIES**

Prior to a Customer interconnecting a Generating Facility with a Garkane's Distribution System the parties shall execute an Interconnection Agreement and comply with all applicable terms of service, tariffs, rate schedules, and Garkane service requirements.

Customers shall ensure that:

1. The Generating Facility meets or exceeds all minimum Interconnection, safety, and protection requirements applicable to the Facility from the Arizona Administrative Code R14-2-2628, Utah Administrative Code, Rule R746-312 and Garkane's Interconnection Manual;
2. The Generating Facility meets all applicable construction codes, safety codes, electric codes, laws, and requirements of government agencies having jurisdiction;
3. The Generating Facility's Certified Equipment is installed and operated in a manner that protects the Generating Facility, Garkane personnel, the public, and the Distribution System from harm;
4. The Generating Facility design, installation, maintenance, and operation minimize the likelihood of causing a malfunction in, damaging, or otherwise impairing the



Distribution System;

5. The Generating Facility does not adversely affect the quality of service to other Garkane members;
6. The Generating Facility does not hamper efforts to restore a feeder to service when a Clearance is required;
7. The Generating Facility is maintained in accordance with applicable manufacturers' maintenance schedules; and
8. The Garkane is notified of any emergency or hazardous condition or occurrence involving the Generating Facility that could affect safe operation of the Distribution System.

Failure to perform these responsibilities may result in disconnection of the Generating facility from Garkane's Distribution System until the Customer fully corrects the failure and demonstrates/documents the correction to Garkane's satisfaction.

To enable delivery of power from the Generating Facility to Garkane's Distribution System at the Point of Interconnection all Customers shall be responsible for the expense of all the necessary equipment as defined in AAC 14-2-2604-D.

Customers shall pay for and be responsible for designing, installing, and operating all Interconnection Facilities located on the Customer's side of the Point of Interconnection. Unless specifically approved otherwise by Garkane all Interconnection Facilities shall be located on the Customer's premises.

The Interconnection Customer shall be responsible for the cost of the purchase and installation of any special metering and data acquisition equipment necessary to meter and control the generation of the Generating Facility. Garkane must install, maintain, and operate the metering equipment. All parties must mutually grant unrestricted access to such equipment as may be necessary for the purposes of conducting routine business.

Where an easement or right-of-way does not exist, but is required to accommodate Interconnection, a Customer shall provide a suitable easement or right-of-way, in Garkane's name, on the premises owned, leased, or otherwise controlled by the Customer. If the required easement or right of way is on another's property, the Customer shall obtain

and provide Garkane a suitable easement or right-of-way, in the Garkane's name, at the Customer's expense and in sufficient time to comply with Interconnection Agreement requirements. Garkane shall use reasonable efforts to utilize existing easements to accommodate Interconnection. Garkane shall use reasonable efforts to assist a Customer in securing necessary easements at the Customer's expense.

## **SECTION 7: GARKANE RIGHTS AND RESPONSIBILITIES**

Garkane is registered with the Arizona, Utah and Western Electricity Coordinating Council (WECC) as a Distribution Provider. Interconnection Facility Applications made to Garkane should be confined to interconnection requests that are within the scope of services a Distribution Provider can legally perform.

Garkane will interconnect a Generating Facility to the Distribution System, subject to the requirements of Garkane's ACC and UPSC approved Interconnection Manual. Garkane will comply with the terms of Customer service described in Garkane's ACC and UPSC approved Interconnection Manual, Arizona Administrative Code R14-2-26, and Utah Administrative Code, Rule R746-312. Where any of these documents are in conflict Garkane's Interconnection Manual will take precedence.

Garkane shall require that an Interconnected Generation Facility at a minimum meet or exceed the terms indicated in the Customer Responsibility section of this manual, the current version of IEEE-1547, other IEEE standards where applicable to a specific Generating Facility design or equipment, and Good Utility Practice.

Garkane reserves the right to disconnect and reconnect all Generating Facilities from Garkane's Distribution System in accordance with the terms of AAC R14-2-2613.

## **SECTION 8: NON-DISCLOSURE AND CONFIDENTIAL INFORMATION**

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 prior written authorization from the party providing that information, except to fulfill obligations under this rule, or to fulfill legal or regulatory requirements. 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. For certain information requests and

studies Garkane will require the applicant to enter into a formal Non-Disclosure Agreement prior to sharing sensitive system information.

## **SECTION 9: APPLICATION AND GENERATING FACILITY GENERAL REQUIREMENTS**

A Customer desiring to interconnect to the Garkane's Distribution System a Generating Facility that is not a Non-Exporting inverter-based Generating Facility or an Inadvertent Export Generating Facility with a Maximum Capacity of 20 kW or less shall apply as described in this section.

1. A complete and executed Garkane, Interconnection Application form.
2. A complete set of Project Plans as described above in the GENERAL APPLICATION SUBMISSION REQUIREMENTS section of this manual.
3. The applicable Application Fee specific to the project type proposed. (See Garkane's Service Charge, Schedule SC Tariff or Attachment 4 "Interconnection Service Charge Schedule of this Manual).

Within 14 days of receiving an Application, Garkane will review the application and notify the Applicant if their Application:

1. Is complete and satisfies Garkane's Application standard
2. That the Application does not satisfy the Garkane's Applications standard. In this case Garkane will specify the additional information or documents required.
  - a. Applicants shall submit the additional information or documents required or;
  - b. Applications will be deemed withdrawn if the Applicant does not submit the required information within 35 calendar days of notification.

In order to be approved under these criteria a Generating Facility shall comply with the following general requirements:

1. If inverter based, each inverter shall meet the shutdown protective functions (under/over voltage, under/over frequency, and anti-Islanding) specified in IEEE 1547-2018 - IEEE Standard for Interconnection and Interoperability of Distributed Energy Resources with Associated Electric Power Systems Interfaces (April 6, 2018), with no future editions or amendments, which is incorporated by reference; on file with the Commission; and published by and available from IEEE, 3 Park

Avenue, 17th Floor, New York, New York 10016, and through <http://ieeexplore.ieee.org>;

2. The Generating Facility shall meet all applicable codes and standards in Attachment 3, Certifications and Standards or required by AAC R14-2-26, and UAC R746-312.
3. The Generating Facility shall comply with Garkane's Interconnection Manual and Interconnection Agreement requirements

Garkane shall require the payment of all applicable fees pursuant to its approved Arizona and Utah Service Charges Tariffs (see Attachment 4, Interconnection Service Charge Schedule) for services provided to process, review, and approve an Application for the Interconnection of a Generation Facility. A Customer shall have the responsibility for any costs of Utility facilities and equipment modifications necessary to accommodate the Customer's Interconnection.

## **SECTION 10: INTERCONNECTION REVIEW SCREENS**

Interconnection of Generation Facilities shall at a minimum meet the following operating criteria:

- A. For Interconnection of a proposed Generating Facility to a distribution circuit, the aggregated generation on the circuit, including the proposed Generating Facility, shall not exceed 15% of the total circuit annual peak load as most recently measured at the substation. Non-Exporting Systems, regardless of system size, and Inadvertent Export systems with a Maximum Capacity of 20 kW and under shall not be subject to this subsection.
- B. A proposed Generating Facility shall not contribute more than 10% to a distribution circuit's maximum fault current at any point on the Distribution System, including during normal contingency conditions that may occur due to reconfiguration of the feeder or the distribution substation
- C. The proposed Maximum Capacity of a Generating Facility, in aggregate with the Maximum Capacity of other generation on a distribution circuit, shall not cause any distribution protective devices and equipment (including but not limited to substation breakers, fuse cutouts, and line reclosers), or consumer equipment on

the system, to exceed 90% of the short circuit interrupting capability. Interconnection shall not be proposed for a circuit that already exceeds 90% of the short circuit interrupting capability.

- D. A Generating Facility shall be interconnected to the Distribution System as shown.

<b>Primary Distribution Line Configuration</b>	<b>Interconnection to Primary Distribution Line</b>
<u>Three-phase, three wire</u>	<u>If a three-phase or single phase</u> The Generating Facilities Interconnection shall be phase-to-phase
<u>Three-phase, four wire</u>	<u>If a three phase (effectively grounded) or single-phase</u> The Generating Facilities Interconnection shall be line-to-neutral

- E. If a proposed Generating Facility is to be interconnected on single-phase shared secondary, the aggregate generation capacity on the shared secondary, including the proposed Maximum Capacity of the Generating Facility, shall not exceed 75% of the service transformer rating. If a proposed Generating Facility is to be interconnected on unshared single-phase secondary, the Maximum Capacity of the Generating Facility, shall not exceed 95% of the service transformer rating. Non-Exporting Systems and Inadvertent Export systems shall not be subject to this design criteria.
- F. If a proposed Generating Facility is single-phase and is to be interconnected on a transformer center tap neutral of a 240-volt service, its addition shall not create an imbalance between the two sides of the 240-volt service of more than 20% of the nameplate rating of the service transformer
- G. A proposed Generating Facility, in aggregate with other generation interconnected to the distribution low-voltage side of a substation transformer feeding the distribution circuit where the Generating Facility would interconnect, shall not exceed 10 MW in an area where there are known or posted transient stability limitations to generating units located in the general electrical vicinity (e.g., three or four transmission voltage level busses from the Point of Interconnection). Non-Exporting Systems, regardless of system size, and Inadvertent Export systems with a Maximum Capacity of 20 kW and under shall not be subject to this subsection.

- H. A proposed Generating Facility's Point of Interconnection shall not be on a Transmission or Sub-Transmission line.
- I. A proposed Generating Facility shall not exceed the capacity of the Customer's existing electrical service unless there is a simultaneous request for an upgrade to the Customer's electrical service or the Generating Facility is configured never to inject onto the feeder power that exceeds the capacity of the electrical service.
- J. If a proposed Generating Facility is non-inverter based, the Generating Facility it shall include equipment and settings capable of sensing a utility outage or utility fault condition and disconnect the Generating Facility from Garkane's Distribution system within a maximum of 2 seconds of the formation of the condition. This requirement is equivalent to the IEEE 1547-2018-8.1.1 islanding standard.
- K. Generator must have a visual-open, manually operated, load break, Disconnect Switch which can be padlocked in the OPEN position and is accessible to Garkane personnel at all times. The Disconnect Switch shall completely open and isolate all ungrounded conductors of the Generating Facility from the Distribution System. For multi-phase systems, the Disconnect Switch shall be gang-operated. Additionally, the Disconnect Switch must be permanently and visibly marked as "GENERATOR DISCONNECT" in letters at least 2" high. The disconnect shall be located within 10 ft of the utility metering location.

## **SECTION 11: PRE-APPLICATION REPORT**

Garkane will provide an Applicant a Pre-Application Report when requested pursuant to AAC 14-2-2616. Garkane shall require the payment of all applicable fees pursuant to its approved Arizona and Utah Service Charges Tariffs (see Attachment 4, Interconnection Service Charge Schedule). Garkane reserves the right pursuant to AAC R14-2-2627 and UAC 746-312-3 to provide the report within the time indicated on Attachment 5, Interconnection Communications Response Schedule.

## **SECTION 11: LEVEL 1 SUPER FAST TRACK**

A Customer making Application to Interconnect an inverter-based Generating Facility

with a Maximum Capacity of 20 kW or less, to a Distribution Line which only uses Certified Equipment, AND does not include energy storage (battery) equipment may apply for Interconnection under Garkane's Interconnection Manual Level 1 Super-Fast Track Application process pursuant to terms of this Interconnection Manual and AAC 14-2-2617. Garkane shall require the payment of all applicable fees pursuant to its approved Arizona and Utah Service Charges Tariffs (see Attachment 4, Interconnection Service Charge Schedule). Garkane reserves the right pursuant to AAC R14-2-2627 and UAC 746-312-3 to provide the report within the time schedule indicated on Attachment 5, Interconnection Communications Response Schedule. A Customer shall have the responsibility for any costs of Utility facilities and equipment modifications necessary to accommodate the Customer's Interconnection.

## **SECTION 12: LEVEL 2 FAST TRACK**

A Customer making Application to interconnect a Generating Facility with a Maximum Capacity of less than 2 MW, excluding a Generating Facility processed in accordance with Level 1 Super Fast Track, shall apply for Interconnection under the Level 2 Fast Track Application process pursuant to the terms of Garkane's Interconnection Manual and AAC R14-2-2618. Garkane shall require the payment of all applicable fees pursuant to its approved Arizona and Utah Service Charges Tariffs (see Attachment 4, Interconnection Service Charge Schedule). Garkane reserves the right pursuant to AAC R14-2-2627 and UAC 746-312-3 to provide the report within the time schedule indicated on Attachment 5, Interconnection Communications Response Schedule. A Customer shall have the responsibility for any costs of Utility facilities and equipment modifications necessary to accommodate the Customer's Interconnection.

## **SECTION 13: LEVEL 3 STUDY TRACK**

A Customer interconnecting a Generating Facility with a Maximum Capacity of 2 MW or greater, or a Generating Facility that does not meet the screening requirements for Level 1 Super Fast Track, Level 2 Fast Track, or Supplemental Review, shall apply for Interconnection under the Level 3 Study Track Application process pursuant to terms of Garkane's Interconnection Manual and AAC R14-2-2619. A Level 3 Study Track may require the preparation of multiple study reports based on specific design of the Generating



Facility and a Customers Application request. The Studies required may include:

1. Feasibility Study
2. System Impact Study
3. Facilities Study

The general scope of these Studies is described in Attachment 1, Glossary of Terms. Garkane will provide the Customer, within the time schedule indicated on Attachment 5 an appropriate study agreement including an outline of the scope of the study and a non-binding, good faith estimate of the cost of the materials and labor needed to perform the study. The Utility shall conduct the Study after the Customer executes the Study agreement, provides all requested Customer information necessary to complete the study, and pays the estimated (deposit) Study costs.

If the Generating Facility meets all of the applicable Interconnection requirements, all items identified in any meeting or study have been resolved and agreed to, and Garkane has received the final design drawings. Then Garkane shall send to the Customer, within the time schedule indicated on Attachment 5, an executable Interconnection Agreement, which shall include as an exhibit the cost for any required Distribution System modifications. The Customer shall review, sign, and return the Interconnection Agreement and any balance due for Interconnection studies or required deposit for facilities. Then the Customer shall then complete installation of the Generating Facility, and the Garkane shall complete any Distribution System modifications, according to the requirements set forth in the Interconnection Agreement. The Utility shall employ best reasonable efforts to complete such system upgrades in the shortest time practical.

A Customer shall have the responsibility for any costs of Garkane facilities and equipment modifications necessary to accommodate the Customer's Interconnection. Garkane shall require the payment of all applicable fees pursuant to its approved Arizona and Utah Service Charges Tariffs (see Attachment 4, Interconnection Service Charge Schedule). Garkane reserves the right pursuant to AAC R14-2-2627 and UAC 746-312-3 to provide the services within the time schedule indicated on Attachment 5, Interconnection Communications Response Schedule.

## **SECTION 14: SUPPLEMENTAL REVIEW**



If Garkane determines that an Application for Interconnection cannot be approved without conducting a Supplemental Review, or if requested by the Applicant Garkane will conduct the review in general accordance with AAC R14-2-2620. The Applicant shall be responsible for the Utility's actual costs for conducting a Supplemental Review and must pay any review costs exceeding the deposit amount within 30 calendar days of receipt of an invoice for the balance, or resolution of any dispute as to those costs. If the deposit amount exceeds the actual costs of the Supplemental Review, the Utility shall return such excess to the Customer, without interest, within 30 calendar days of completing the Supplemental Review.

Garkane shall require the payment of all applicable fees pursuant to its approved Arizona and Utah Service Charges Tariffs (see Attachment 4, Interconnection Service Charge Schedule). Garkane reserves the right pursuant to AAC R14-2-2627 and UAC 746-312-3 to provide the services within the time schedule indicated on Attachment 5, Interconnection Communications Response Schedule.

#### **SECTION 15: GARKANE EXPEDITED INTERCONNECTION PROCESS FOR NON-EXPORTING OR INADVERTENT EXPORTING FACILITIES**

A Customer interconnecting a Non-Exporting inverter-based energy storage Generating Facility or an Inadvertent Export Generating Facility with a Maximum Capacity of 20 kW or less may apply for Interconnection under the Expedited Interconnection Process. In order to qualify for the Expedited Interconnection Process, the Customer's Generating Facility must meet the applicable conditions specified in subsections (B) and (C) of AAC R14-2-2623.

Garkane shall require the payment of all applicable fees pursuant to its approved Arizona and Utah Service Charges Tariffs (see Attachment 4, Interconnection Service Charge Schedule). Garkane reserves the right pursuant to AAC R14-2-2627 and UAC 746-312-3 to provide the services within the time schedule indicated on Attachment 5, Interconnection Communications Response Schedule.

#### **SECTION 16: GARKANE SITE INSPECTION; APPROVAL FOR PARALLEL OPERATION**

Garkane shall require a Site Inspection pursuant with AAC R14-2-2621 of all new Interconnection Generation facilities prior to installing the appropriate bidirectional meter and providing Approval for Parallel Operation. Garkane shall require the payment of all applicable fees pursuant to its approved Arizona and Utah Service Charges Tariffs (see Attachment 4, Interconnection Service Charge Schedule). If a Customer does not interconnect a Generating Facility within 180 calendar days after Application approval, the Customer's Application may be considered withdrawn.

## **SECTION 17: INTERCONNECTION TO A SECONDARY SPOT NETWORK SYSTEM**

Because interconnecting a Generating Facility to a Secondary Spot Network System implicates technical requirements that are particular to the design and operational aspects of network protectors that are not required on radial systems, the Utility shall determine the process for interconnecting to a Secondary Spot Network System, subject provisions of AAC R14-2-2622.

## **SECTION 18: DISCONNECT SWITCH REQUIREMENTS**

Generator must have a visual-open, manually operated, load break, Disconnect Switch which can be padlocked in the OPEN position and is accessible to Garkane personnel at all times. The Disconnect Switch shall completely open and isolate all ungrounded conductors of the Generating Facility from the Distribution System. For multi-phase systems, the Disconnect Switch shall be gang-operated. Additionally, the Disconnect Switch must be permanently and visibly marked as “GENERATOR DISCONNECT” in letters at least 2” high. The disconnect shall be located within 10 ft of the utility metering location.

## **SECTION 19: ADVANCED INVERTER REQUIREMENTS**

If interconnected after the 2/25/2020, a Generating Facility utilizing inverter-based technology shall be interconnected via advanced inverter(s) that are capable of, at minimum, the advanced grid support features specified in AAC R14-2-2625.

## ATTACHMENT 1: GLOSSARY OF TERMS

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- (1) "AC" means alternating current
- (2) "Adverse system impact" means the negative effects due to technical or operational limits on conductors or equipment being exceeded that may compromise the safety and reliability of the electric distribution system.
- (3) "Affected system" means an electric system other than a public utility's electric distribution system that may be affected by the proposed interconnection.
- (4) "Applicant" means a Customer or Customer's officially designated Representative who submits an Interconnection Application to Garkane.
- (5) "Application" means the standard form or format for an Applicant to apply to a Utility for Interconnection of a Generating Facility with the Distribution System
- (6) "Backfeed" means to energize a section of a Utility electric system with a Generating Facility.
- (7) "Building code official" means the city or local official whose responsibility includes inspecting facilities for compliance with the city or local jurisdiction electrical code requirements.
- (8) "Business day" means Monday through Friday, excluding Federal holidays.
- (9) "Calendar Day" means any day including Saturday, Sunday, or a Federal or State Holiday.
- (10) "Certified Equipment" means a specific generating and protective equipment system or systems certified as meeting the requirements in AAC R14-2-2611 and UAC R746-312-5 relating to testing, operation, safety, and reliability.
- (11) "Clearance" means documentation from a Utility stating that a line or equipment is disconnected from all known sources of power and tagged; that for safety purposes all proper precautionary measures have been taken; and that workers may proceed to inspect, test, and install ground on the circuit.
- (12) "CFR" means Code of Federal Regulations
- (13) "Commission" means (depending on the Facility location) the Arizona Corporation Commission or Utah Public Service Commission.

(14) "Confidential information" means any confidential and/or proprietary information provided by one party to the other party that is clearly marked or otherwise designated

(15) "Confidential." For the purposes of this rule, 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. Confidential information does not include information previously in the public domain, required to be publicly submitted or divulged by governmental authorities, or necessary to be divulged in an action to enforce these procedures.

(16) "Customer" means an electric consumer applying to connect a Generating Facility on the consumer's side of the Utility meter, whether an Exporting System, a Non-Exporting System, or an Inadvertent Export System.

(17) "DC" means direct current.

(18) Disconnect Switch" means a device that:

- a. Is installed and maintained for a Generating Facility by the Customer;
- b. Is a visible-open, manual, gang-operated, load break disconnect device;
- c. Is capable of being locked in a visible-open position by a standard Utility padlock that will completely isolate the Generating Facility from the Distribution System; and
- d. If the voltage of the Generating Facility is over 500 volts, is capable of being grounded on the Utility side.

(19) "Distributed Generation" means any type of Customer electrical generator, solid-state or static inverter, or Generating Facility interconnected with the Distribution System that either can be operated in electrical parallel with the Distribution System or can feed a Customer load that can also be fed by the Distribution System.

(20) "Distribution System" means the infrastructure constructed, maintained, and operated by Garkane to deliver electric service at the distribution level (Less than 34.5 kV) to retail consumers.

(21) "Electric Cooperative" means a Utility that is:

- (a) Not operated for profit;
- (b) Owned and controlled by its members; and
- (c) Operating as a public service company in Arizona or Utah state.

(22) "Electric distribution system" means that portion of an electric system that delivers electricity from transformation points on the transmission & sub-transmission system to the point or points of connection at a customer's premises.

(23) "Equipment package" means, for certification purposes, a group of components connecting a generating facility's device for the production electricity (i.e., a generator) with an electric distribution system, and includes all interface equipment including switchgear, inverters, or other interface devices. An equipment package may include an integrated generator or electric production source. An equipment package does not include equipment provided by the utility.

(24) "Exporting System" means any type of Generating Facility that is designed to regularly Backfeed the Distribution System

(25) "Facilities Study" means a comprehensive analysis of the actual construction needed to take place based on the outcome of a System Impact Study. A study conducted to determine the additional or upgraded distribution system facilities necessary to interconnect a generating facility with a public utility, the cost of those facilities, and the time schedule required to interconnect the generating facility to the public utility's distribution system. The Facilities Study shall delineate the detailed costs of construction and milestones. Construction may include new circuit breakers, relocation of reclosers, new Utility grid extensions, reconductoring lines, new transformers, protection requirements, and interaction

(26) "Fault Current" means the level of current that can flow if a short circuit is applied to a voltage source and is produced by an electrical fault, such as to ground, double-phase to ground, three-phase to ground, phase-to-phase, and three-phase. A fault current is several times larger in magnitude than the current that normally flows through a circuit.

(27) "Feasibility Study" A feasibility study shall provide a preliminary evaluation of the

system impact that would result from interconnecting the Generating Facility and the cost of Interconnecting the Generating Facility to the public utility's electric distribution system.

In general, the scope of a Feasibility Study:

- Shall include review of short circuit currents, including contribution from the proposed generator, as well as coordination of and potential overloading of distribution circuit protection devices.
- Shall provide initial details and ideas on the complexity and likely costs to interconnect prior to commitment of costly engineering review; and
- May be used to focus or eliminate some or all of the more intensive System Impact Study.

(28) "Generating Facility" means all or part of a Customer's electrical generator(s), energy storage system(s), or any combination of electrical generator(s) and storage system(s), together with all inverter(s) and protective, safety, and associated equipment necessary to produce electric power at the Customer's facility; this includes solid-state or static inverters, induction machines, and synchronous machines.

(29) "Generation Capacity" means the nameplate capacity of the power generating device(s) of a generating facility. Generation Capacity does not include the effects caused by inefficiencies of power conversion or plant parasitic loads.

(30) "Good utility practice" means any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts that, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result of the lowest reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region and consistently adhered to by the public utility at the relevant time.

(31) "Governing Authority" means

- a. For a distribution electrical cooperative, its board of directors; or
  - b. the Public Service Commission, otherwise referred to as the commission when required by law or a states administrative code.
- (32) "IEEE" means the Institute of Electrical and Electronics Engineers, Inc
- (33) "IEEE standards" means the Institute of Electrical and Electronics Engineers (IEEE) published standards including but not limited to Interconnecting Distributed Resources with Electric Power Systems -- IEEE 1547 Series referenced in Section 54-15-102.
- (34) "Inadvertent Export" means the unplanned, uncompensated transfer of electrical energy from a Generating Facility to the Distribution System across the Point of Interconnection.
- (35) "Interconnection" means the physical connection of a Generating Facility to the Distribution System.
- (36) "Interconnection Agreement" means an agreement, signed between the Utility and the Customer, covering the terms and conditions governing the Interconnection and operation of the Generating Facility with the Utility, and includes any appendices to the agreement.
- (37) "Interconnection customer" means any entity including a public utility that proposes to interconnect its generating facility with the public utility's distribution system.
- (38) "Interconnection Facilities" means the electrical wires, switches, and related equipment that are required, in addition to the facilities required to provide electric distribution service to a Customer, to allow Interconnection. Interconnection Facilities may be located on either side of the Point of Interconnection as appropriate to their purpose and design.
- (39) "Interconnection Manual" means a separate document developed and maintained by a Utility as required under AAC R14-2-2628
- (40) "Interconnection request" means the interconnection customer's request to interconnect a new generating facility, or to increase the capacity of, or make a material modification to the operating characteristics of an existing generating facility that is interconnected with the public utility. The interconnection request includes all required

applications, forms, processing fees and/or deposits required by the public utility.

- (41) "Interconnection Study" means a study that may be undertaken by a Utility (or a Utility-designated third party) in response to the Utility's receipt of a completed Application. An Interconnection Study may include:
- c. A Feasibility Study;
  - d. A System Impact Study;
  - e. A Facilities Study; and
  - f. Any additional Supplemental Study required by the Utility.
- (42) "Islanding" means a condition in which a portion of the Distribution System is energized solely by one or more local electric power systems throughout the associated Point of Interconnection while that portion of the Distribution System is electrically separated from the rest of the Distribution System. Islanding can be either intentional (planned) or unintentional (unplanned).
- (43) "Inverter" means a device that:
- (a) converts direct current power into alternating current power that is compatible with power generated by an electrical corporation; and
  - (b) has been designed, tested, and certified to UL1741 and installed and operated in accordance with the latest revision of IEEE1547, as amended.
- (45) "Jurisdictional Electric Inspection Agency" means the governmental authority having jurisdiction to inspect and approve the installation of a Generating Facility.
- (46) "kW" means kilowatt
- (47) "Level 1 Interconnection Review" means an interconnection review process applicable to an inverter-based facility having a generation capacity of 20 kilowatts or less.
- (48) "Level 2 Interconnection Review" means an interconnection review process applicable to a facility having a generation capacity of 2 megawatts or less and that does not qualify for or fails to meet Level 1 interconnection review requirements.
- (49) "Level 3 Interconnection Review" means an interconnection review process applicable to a facility having a generation capacity of greater than 2 megawatts but no larger than 20 megawatts, or the generating facility is not certified, or the generating facility does



not qualify for or fails to meet Level 1 or Level 2 interconnection review requirements.

(50) "Maximum Capacity" means:

- g. The nameplate AC capacity of a Generating Facility; or
- h. If the Operating Characteristics of the Generating Facility limit the power transferred across the Point of Interconnection to the Distribution System, only the power transferred across the Point of Interconnection to the Distribution System, not including Inadvertent Export

(51) "MW" means megawatt

(52) "Net metering facility" means a facility eligible for net metering, or an eligible facility as defined in Section 54-15-102.

(53) "Non-Exporting System" means a system in which there is no designed, regular export of power from the Generating Facility to the Distribution System.

(54) "NRTL" means a Nationally Recognized Testing Laboratory recognized by the U.S. Occupational Safety and Health Administration.

(55) "Operating Characteristics" means the mode of operation of a Generating Facility (Exporting System, Non-Exporting System, or Inadvertent Exporting System) that controls the amount of power delivered across the Point of Interconnection to the Distribution System

(56) "Parallel Operation" means the operation of a Generating Facility that is electrically interconnected to a bus common with the Distribution System, either on a momentary or continuous basis.

(57) "Party or parties" means the public utility and/or the interconnection customer.

(58) "Point of common coupling" means the point at which the interconnection between the public utility's system and the interconnection customer's equipment interface occurs. Typically, this is the customer side of the public utility's meter.

(59) "Point of Interconnection" means the physical location where the Utility's service conductors are connected to the Customer's service conductors to allow Parallel Operation of the Generating Facility with the Distribution System.

- (60) "Protective Functions" means the equipment, hardware, or software in a Generating Facility that protects against Unsafe Operating Conditions.
- (61) "Public utility" has the meaning set forth in Section 54-2-1 and is limited to a public utility that provides electric service.
- (62) "Queue position" means 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 a completed interconnection request, including application fees, by the public utility.
- (63) "Relay" means an electric device that is designed to interpret input conditions in a prescribed manner and, after specified conditions are met, to respond and cause contact operation or similar abrupt change in associated electric control circuits.
- (64) "Representative" means an officially designated agent of the Customer who is designated by the Customer and is acting on the Customer's behalf.
- (65) "RUS" means the U.S. Department of Agriculture Rural Utilities Service
- (66) "Spot network" means a type of electric distribution system that uses two or more inter-tied transformers protected by network protectors to supply an electrical network circuit. A spot network is generally used to supply power to a single customer or a small group of customers.
- (67) "Scoping Meeting" means an initial review meeting between a Utility and a Customer or Representative during which a general overview of the proposed Generating Facility design is discussed, and the Utility provides general information on system conditions at the proposed Point of Interconnection.
- (68) "Secondary Spot Network System" means an AC power Distribution System meeting the criteria in R14-2-2622.
- (69) "Standard form" or "standard form agreement" means a form or agreement that follows that adopted or approved by the Federal Energy Regulatory Commission in its small generator interconnection proceedings and modified to be consistent with these rules unless the governing authority has approved an alternative form or agreement.

- (70) "Switchgear" has the same meaning as in Section 54-15-102.
- (71) "System Impact Study" means a full engineering review of the impact on the Distribution System from a Generating Facility, including power flow, short-circuit currents, Utility system protective device coordination, generator protection schemes (if not Certified Equipment), impact on system operation, stability, voltage fluctuations, frequency impacts, and short circuit study. A System Impact Study shall consider total nameplate capacity of the Generating Facility
- (72) "Sub-Transmission Line" means on Garkane's system any line operated at a nominal voltage of 34.5 kV or greater.
- (73) "Transmission Line" means on Garkane's system any line operated at a nominal voltage of 69 kV or greater.
- (74) "Telemetry" means the remote communication from a generator facility to a point on the public utility's communication network where the data can be assimilated into the public utility's grid operations if desired.
- (75) "UL 1741" means the Underwriters Laboratories Inc. Standard for Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources (February 15, 2018), with no future editions or amendments, which is incorporated by reference; on file with the Commission; and published by and available from Underwriters Laboratories Inc., 151 Eastern Avenue Bensenville, IL 60106-3072 and through
- (76) "UL 1741SA" means the approved supplemental amendment of UL 1741 that defines the manufacturing (including software) and product testing requirements for advanced inverters
- (77) "Unsafe Operating Conditions" means conditions that, if left uncorrected, could result in any of the following:
- i. Harm to personnel;
  - j. Damage to equipment;

- k. An adverse effect to the safe operation of the Distribution System; or
- l. Operation of the Generating Facility outside pre-established parameters required by the Interconnection Agreement

(78) "Upgrades" means the required additions and modifications to a public utility's distribution system beyond the point of interconnection. Upgrades do not include interconnection facilities.

(79) "Utility" means an electric distribution company that constructs, operates, and maintains its Distribution System for the receipt and delivery of electricity and that is a public service corporation under Arizona or Utah Constitution.

(80) "Written notice" means a required notice sent by the utility via electronic mail if the interconnection customer has provided an electronic mail address. If the interconnection customer has not provided an electronic mail address or has requested in writing to be notified by United States mail, or if the utility elects to provide notice by United States mail, then written notices from the utility shall be sent via First Class United States mail. The utility shall be deemed to have fulfilled its duty to respond under this rule on the day it sends the interconnection customer notice via electronic mail or deposits such notice in First Class mail. The interconnection customer shall be responsible for informing the utility of any changes to its notification address.

**ATTACHMENT 2A: INTERCONNECTION REQUEST LEVEL 1 SUPER FAST TRACK APPLICATION**

DRAFT

## GARKANE'S GUIDE TO APPLYING SUPER-FAST TRACK INTERCONNECTION SERVICE (20 kW OR LESS)

1. Read and understand Garkane's Utah or Arizona Net Metering & Service Charges Tariffs. Copies of the tariffs are available on Garkane's website at [www.garkaneenergy.com](http://www.garkaneenergy.com) under the interconnection/net metering tab. For free help with questions contact Garkane's Energy Advisor James Clegg, his email is [james.clegg@garkane.com](mailto:james.clegg@garkane.com).
2. Obtain quotes and choose a reputable installer. Garkane strongly recommends that the Applicant obtain Garkane's Interconnection Agreement approval process prior to purchasing an equipment of executing any purchase contract. Connection of a generation system without approval will result in the disconnection of the generation system immediately and the customer will be billed a \$300 emergency call out fee.
3. An Application is considered complete when it provides all applicable and correct information requested on Garkane's Interconnection Application form for the size of system, along with the a set of project plans in a clear and legible format. A complete set of project plans which includes:
  - a. Cover sheet(s) providing the project name, address, project scope, table of contents, vicinity map, and bill of material.
  - b. Site Plan(s) showing the project property boundaries, access, and roadways, existing Garkane facilities, all structures, and the location of the major components of the proposed Generating Facilities on the property.
  - c. Additional plan view sheet(s) as needed to document accurately the location, and general dimensions of system components in relation to one another including:
    - i. Point of Common Coupling, or Point of Interconnection
    - ii. Main Service Panel,
    - iii. Inverter (when applicable) or generation system control equipment
    - iv. Disconnect Switch or Switchgear
    - v. Generating component's location and number, i.e. solar panels, turbines
    - vi. Existing Garkane facilities and equipment (when applicable)
  - d. Complete 1-Line or 3-line diagram sheet(s) showing the connection of all system components and conductor schedule.
  - e. System generation capacity calculations.
  - f. System Label or Signage sheet(s) documenting the required Jurisdictional Electric Inspections Agency's required signage.
  - g. System component manufacture specification sheet(s) containing NTRL certifications, and name plate capacities for all generating components, inverters, controllers, enclosures, switches, and energy storage devices.

## GARKANE'S GUIDE TO APPLYING SUPER-FAST TRACK INTERCONNECTION SERVICE (20 kW OR LESS)

- h. Documentation of project site control reasonably demonstrating ownership, grant, lease, option to purchase or other legal right to construct and operate a proposed generating facility at the project location. Please also provide the term (expiration date), if applicable of any such agreement.
4. Submit a complete and signed application packet to Garkane's Field Service Rep, Taleana Virostko, at [fsr@garkane.com](mailto:fsr@garkane.com)
5. Pay \$240 non-refundable 20 kW Interconnection Application Review fee by calling Garkane's Field Service Rep, Taleana Virostko at 435-414-9610.
6. Garkane's staff will review complete application packet (approximately 2 weeks)
7. Member will be notified of project approval by email.
8. Pay \$470 Net Meter Commissioning fee by calling Garkane's Field Service Rep, Taleana Virostko at 435-414-9610.
9. Complete & Pass the Generator System Commissioning Test. Bidirectional meter installed and clearance for system operation.





REMIT APPLICATION TO: 1802 S Highway 89A, Kanab, UT 84741  
(435)644-5026 or Toll-free 888-644-5026 Fax (435) 644-8120  
Email: [fsr@garkane.com](mailto:fsr@garkane.com), attn: Taleana Virostko

***Application for up to a 20 kW  
Interconnection***

Date of Application \_\_\_\_\_ Date SERVICE IS REQUIRED \_\_\_\_\_  
Account Holder Name \_\_\_\_\_ Telephone Number \_\_\_\_\_  
Service Address \_\_\_\_\_  
\_\_\_\_\_  
Street City State Zip Code  
Email Address \_\_\_\_\_  
Solar Installer \_\_\_\_\_ Name \_\_\_\_\_ Phone \_\_\_\_\_  
Email \_\_\_\_\_  
Type of Primary Service: ☐Resident ☐ Commercial ☐ Account Number: \_\_\_\_\_  
Transformer Number: \_\_\_\_\_ Size (kVA) \_\_\_\_\_  
Generator Power Source: ☐Wind ☐Solar ☐Other: \_\_\_\_\_  
Make & Model: \_\_\_\_\_ kW Rating: \_\_\_\_\_  
Inverter Make & Model: \_\_\_\_\_ Voltage Rating: \_\_\_\_\_  
Phase Rating: \_\_\_\_\_ kW Rating: \_\_\_\_\_  
UL Listing: \_\_\_\_\_  
Visible Disconnect Location: \_\_\_\_\_  
Type: \_\_\_\_\_ Voltage Rating: \_\_\_\_\_ Amp Rating: \_\_\_\_\_

The undersigned (hereinafter called "Applicant") hereby applies for membership in and agrees to purchase electric energy from \_\_\_\_\_  
Garkane Energy Cooperative, Loa, Utah, (hereinafter called "Garkane") upon the following terms and conditions:

1. Account holder will comply with and be bound by the provisions of the Articles of Incorporation and By-Laws of Garkane, and such rules and regulations as may from time to time be adopted by Garkane.
2. Account holder assumes no personal liability or responsibility for any debts or liabilities of Garkane, and it is expressly understood that under the law his private property is exempt from execution for any such debts or liabilities.
3. Account holder understands and agrees that he will not become a member of Garkane unless and until this application is expressly accepted by the Board of Directors.
4. Account holder agrees to make all payments to Garkane at its offices in Loa, Utah, or at such other locations as designated by the Association. If legal suit is commenced to collect amounts due Garkane, Account holder agrees and acknowledges that such action may be filed, at the option of Garkane, in either Wayne County or the county in which services were received by Account holder with all costs incurred in collecting the same including Court costs and attorney's fees to be paid by Applicant.
5. Account holder, as property owner, grants Association Rights of Way to place, construct, operate, maintain and replace power lines and equipment associated with the provision of electricity, and to cut and trim trees and shrubbery to keep them clear of power lines, consistent with prudent utility practice.
6. Account holder has reviewed the Net Meter Tariff and certifies that the proposed Net Meter Installation will comply with all the Tariff terms and conditions.
7. Submit a complete and signed application packet to Garkane's Field Service Rep, Taleana Virostko, at [fsr@garkane.com](mailto:fsr@garkane.com).
8. Pay \$240 Interconnection Application Review fee by calling Garkane's Field Service Rep, Taleana Virostko at 435-414-9610.
9. Garkane's Engineer will review complete application packet (approximately 2 weeks)
10. Account holder will be notified of project approval by email.
11. Pay the appropriate Interconnection Commissioning fee based on system size & type by calling Garkane's Field Service Rep,.
12. Pay for all "make ready" system upgrades
13. Account holder will be provided by email with contact information for the Metering Technicians assigned to their area.
14. Account holder shall contact the Metering technician assigned to their area to schedule commission testing.
15. Members must receive approval from Garkane before beginning construction of a utility connected distributed generation system (solar, wind, etc.) or utility connected battery storage system. Failure to receive written approval shall constitute grounds for immediate disconnection for safety reasons, and will incur a \$300 call out fee.

I acknowledge that I have read and understood Garkane's Net Meter Guidelines

Signature of Applicant \_\_\_\_\_ Print name \_\_\_\_\_ Date \_\_\_\_\_

(Garkane Account holder must sign)

Signature of Solar Installer \_\_\_\_\_ Print name \_\_\_\_\_



**ATTACHMENT 2B: INTERCONNECTION REQUEST LEVEL 2, & LEVEL 3 APPLICATION**

DRAFT

# INTERCONNECTION REQUEST APPLICATION

## for

### Level 2, & Level 3 Interconnections

Designated Contact Person: Bryant Shakespear P.E.

Address (for U.S. Mail Deliveries):

Garkane Energy Cooperative Inc.

Attn. Bryant Shakespear P.E. Garkane Energy

1802 S Highway 89A Kanab, UT 84741

Telephone Number: (435) 644-5026

E-Mail Address: [bryant.shakespear@garkane.com](mailto:bryant.shakespear@garkane.com)

An Interconnection Request is considered complete when it provides all applicable and correct information required below.

#### **INSTRUCTIONS**

An Interconnection Customer who requests a Level 1 Non-Super-Fast, Level 2, or 3 Interconnection Review must submit this Interconnection Request packet by hand delivery, mail, e-mail, or fax to the Cooperative. Interconnection Requests will be administered by Garkane in general accordance with Utah Administrative Code, Rule R746-312, Electrical Interconnection. Applicants should familiarize themselves with Rule R746-312 prior to preparing and submitting an Interconnection Request.

#### **APPLICATION STUDY FEES:**

Garkane shall require the payment of all applicable fees pursuant to its approved Arizona and Utah Service Charges Tariffs for services provided to process, review, and approve an Application for the Interconnection of a Generation Facility. A Customer shall have the responsibility for any costs of Utility facilities and equipment modifications necessary to accommodate the Customer's Interconnection. Additional deposits and fee payments will be required prior to Garkane conducting any Feasibility or System Impact or Facilities study for a Level 2 or 3 Interconnection Review. Execution of study agreements and payment of study deposits are required before work on studies will begin.

#### **LEVEL 1 SUPER FAST TRACK**

A Customer interconnecting an inverter-based Generating Facility with a Maximum Capacity of 20 kW or less, to a Distribution Line which only uses Certified Equipment, AND does not include energy storage (battery) equipment may apply for Interconnection under Garkane's Interconnection Manual Level 1 Super-Fast Track Application process pursuant to AAC R14-2-2617 with the exception that Garkane reserves the right pursuant to AAC R14-2-2627 to take up to 21 calendar days to complete its review of the Application and notify the Applicant of a determination. Garkane shall require the payment of all applicable fees pursuant to its approved Arizona and Utah Service Charges Tariffs for services provided to process, review, and approve an Application for the Interconnection of a Generation Facility. A Customer shall have the responsibility for any costs of Utility facilities and equipment modifications necessary to accommodate the Customer's Interconnection.

#### **LEVEL 2 FAST TRACK**

A Customer interconnecting a Generating Facility with a Maximum Capacity of less than 2 MW, excluding a Generating Facility processed in accordance with R14-2-2617, shall apply for Interconnection under the Level 2 Fast Track Application process pursuant to AAC R14-2-2618 with the exception that Garkane

reserves the right pursuant to AAC R14-2-2627 to take up to 28 calendar days to complete its review of the Application and notify the Applicant of a determination. Garkane shall require the payment of all applicable fees pursuant to its approved Arizona and Utah Service Charges Tariffs for services provided to process, review, and approve an Application for the Interconnection of a Generation Facility. A Customer shall have the responsibility for any costs of Utility facilities and equipment modifications necessary to accommodate the Customer's Interconnection.

### **LEVEL 3 STUDY TRACK**

A Customer interconnecting a Generating Facility with a Maximum Capacity of 2 MW or greater, or a Generating Facility that does not meet the screening requirements for Level 1 Super-Fast Track, Level 2 Fast Track, or Supplemental Review, shall apply for Interconnection under the Level 3 Study Track Application process pursuant to Garkane's approved Interconnection Manual.

When required, the scope of a System Impact Study shall include:

- Load flow study;
- Short-circuit study;
- Circuit protection and coordination study;
- Impact on system operation;
- Stability study,
- Voltage collapse study.

Garkane shall require the payment of all applicable fees pursuant to its approved Arizona and Utah Service Charges Tariffs for services provided to process, review, and approve an Application for the Interconnection of a Generation Facility. A Customer shall have the responsibility for any costs of Utility facilities and equipment modifications necessary to accommodate the Customer's Interconnection.

### **REQUIRED APPLICATION SUPPLEMENTAL PROJECT DESIGN INFORMATION**

An Application is considered complete when it provides all applicable and correct information requested on Garkane's Interconnection Application form specific to customers' planned Generating Facility type along with the following supplemental project design information in a clear and legible format:

A complete set of project plans which includes:

1. Cover sheet(s) providing the project name, address, project scope, table of contents, vicinity map, and bill of material.
2. Site Plan(s) showing the project property boundaries, access, and roadways, existing Garkane facilities, all structures, and the location of the major components of the proposed Generating Facilities on the property.
3. Additional plan view sheet(s) as needed to document accurately the location, and general dimensions of major system components in relation to one another including:
  - a. Point of Common Coupling, or Point of Interconnection
  - b. Main Service Plan,
  - c. Inverter (when applicable) or generation system control equipment
  - d. Disconnect Switch or Switchgear
  - e. Generating component's location and number, i.e. solar panels, turbines
  - f. Existing Garkane facilities and equipment (when applicable)
  - g. Complete 1-Line or 3-line diagram sheet(s) showing the connection of all system components and conductor schedule.
  - h. System generation capacity calculations.
  - i. System Label or Signage sheet(s) documenting the required Jurisdictional Electric Inspections Agency's required signage.
  - j. System component manufacture specification sheet(s) containing NTRL certifications, and name plate capacities for all generating components, inverters, controllers, enclosures, switches, and energy storage devices.
4. Documentation of project site control reasonably demonstrating ownership, grant, lease, option to purchase or other legal right to construct and operate a proposed generating facility at the project location. Please also provide the term (expiration date), if applicable of any such agreement.

# GARKANE ENERGY COOPERATIVE

## Level 2, & 3 Interconnection Request Application

### Interconnection Customer Information

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

Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Facility Location (if different from above): \_\_\_\_\_

Telephone (Day): \_\_\_\_\_ Telephone (Evening): \_\_\_\_\_

Fax: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Alternative Contact Information (if different from the Interconnection Customer)

Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Telephone (Day): \_\_\_\_\_ Telephone (Evening): \_\_\_\_\_

Fax: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Application is for: \_\_\_\_\_ Interconnecting a New Generating Facility  
\_\_\_\_\_ Capacity addition to a Existing Generating Facility

If capacity addition to existing facility, please describe: \_\_\_\_\_

\_\_\_\_\_

# GARKANE ENERGY COOPERATIVE

## Level 2, & 3 Interconnection Request Application

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

\_\_\_\_\_  
(Local Electric Service Provider\*) (Existing Account Number\*)

[\*To be provided by the Interconnection Customer if the local electric service provider is different from the Cooperative]

Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Telephone (Day): \_\_\_\_\_ Telephone (Evening): \_\_\_\_\_

Fax: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Requested Point of Interconnection: \_\_\_\_\_

Interconnection Customer's Requested In-Service Date: \_\_\_\_\_

### **Small Generating Facility Information**

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

Energy Source: \_\_\_\_\_ Solar \_\_\_\_\_ Wind \_\_\_\_\_ Hydro \_\_\_\_\_ Hydro Type (e.g. Run-of-River): \_\_\_\_\_  
\_\_\_\_\_ Diesel \_\_\_\_\_ Natural Gas \_\_\_\_\_ Fuel Oil \_\_\_\_\_ Other (state type) \_\_\_\_\_

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

Type of Generator: \_\_\_\_\_ Synchronous \_\_\_\_\_ Induction \_\_\_\_\_ Inverter

Generator Nameplate Rating: \_\_\_\_\_ kW (Typical) Generator Nameplate kVAR: \_\_\_\_\_

Expected Interconnection Customer or Customer-Site Load: \_\_\_\_\_ kW (if none, so state)

Typical Reactive Load (if known): \_\_\_\_\_

Maximum Nameplate Capability Requested: \_\_\_\_\_ kW

# GARKANE ENERGY COOPERATIVE

## Level 2, & 3 Interconnection Request Application

List components of the 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 inverter) Manufacturer,  
Model Name & Number: \_\_\_\_\_

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 System Simulator for Engineering (PSS/E) data sheet must be supplied with the Interconnection Request.**

Generating Facility Characteristic Data (for inverter-based machines)

Max design fault contribution current: \_\_\_\_\_ Instantaneous \_\_\_\_\_ or RMS? \_\_\_\_\_

Harmonics Characteristics: \_\_\_\_\_

Start-up requirements: \_\_\_\_\_

# GARKANE ENERGY COOPERATIVE

## Level 2, & 3 Interconnection Request Application

### 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): \_\_\_\_\_  $I_2^2$  \_\_\_\_\_ t or K (Heating Time Constant): \_\_\_\_\_

Resistance,  $R_s$ : \_\_\_\_\_ Rotor Resistance,  $R_r$ : \_\_\_\_\_ Stator

Reactance,  $X_s$ : \_\_\_\_\_ 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 Cooperative 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.

# GARKANE ENERGY COOPERATIVE

## Level 2, & 3 Interconnection Request Application

### Interconnection Facilities Information

Will a transformer be used between the generator and the point of interconnection? \_\_ 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 per inverter

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) T B D

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. ____	_____	_____



# GARKANE ENERGY COOPERATIVE

## Level 2, & 3 Interconnection Request Application

### 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: \_\_\_\_\_

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.

For Interconnection Customer: \_\_\_\_\_ Date: \_\_\_\_\_

### **ATTACHMENT 3: CERTIFICATION CODES AND STANDARDS**

IEEE1547 Standard for Interconnecting Distributed Resources with Electric Power Systems (including use of IEEE 1547.1 testing protocols to establish conformity)

UL 1741 Inverters, Converters, and Controllers for Use in Independent Power Systems

IEEE C2-2017 or Equivalent Current Version, National Electric Safety Code (NESC)

IEEE Std 929-2000 IEEE Recommended Practice for Utility Interface of Photovoltaic (PV) Systems

NFPA 70 (2002), National Electrical Code

IEEE Std C37.90.1-1989 (R1994), IEEE Standard Surge Withstand Capability (SWC) Tests for Protective Relays and Relay Systems

IEEE Std C37.90.2 (1995), IEEE Standard Withstand Capability of Relay Systems to Radiated Electromagnetic Interference from Transceivers

IEEE Std C37.108-1989 (R2002), IEEE Guide for the Protection of Network Transformers

IEEE Std C57.12.44-2000, IEEE Standard Requirements for Secondary Network Protectors

IEEE Std C62.41.2-2002, IEEE Recommended Practice on Characterization of Surges in Low Voltage (1000V and Less) AC Power Circuits

IEEE Std C62.45-1992 (R2002), IEEE Recommended Practice on Surge Testing for Equipment Connected to Low-Voltage (1000V and Less) AC Power Circuits

ANSI C84.1-1995 Electric Power Systems and Equipment – Voltage Ratings (60 Hertz)

IEEE Std 100-2000, IEEE Standard Dictionary of Electrical and Electronic Terms

NEMA MG 1-1998, Motors and Small Resources, Revision 3

IEEE Std 519-1992, IEEE Recommended Practices and Requirements for Harmonic Control in Electrical Power Systems

NEMA MG 1-2003 (Rev 2004), Motors and Generators, Revision 1

#### ATTACHMENT 4: INTERCONNECTION SERVICE CHARGE SCHEDULE

SERVICE DISCRIPTION	FEE
Pre-Application Report Fee (50 kW and less)	Included with Interconnection Application Fee
Pre-Application Report Fee (Greater than 50 kW)	\$ 350.00
Level 1 Superfast Track Application Determination Fee	\$ 150.00
Level 2 Fast Track 50 kW & Less Application Determination	\$ 250.00
Level 2 Fast Track Greater than 50 kW Application Determination	Fee = \$250 + [\$1 x (System kW - 50 kW)]
Level 2 Less than 50 kW System Commissioning	\$ 400.00
Level 2, 50 kW and Greater System Commissioning	Actual Garkane staff labor hours invoiced at current labor rates. An itemized invoice to be provided at completion of commissioning, payment required withing 30 days of invoicing.
Level 3 Study Track Application Review	\$ 2,200.00 + [\$1 x (System kW - 2000 kW)]
Level 3 System Commissioning	Actual Garkane staff labor hours invoiced at current labor rates. An itemized invoice to be provided at completion of commissioning, payment required withing 30 days of invoicing.
Preparation of Scoping Meeting Project Scope Good Faith Cost Estimate	Actual Garkane staff labor hours invoiced at current labor rates. An itemized invoice to be provided at completion of commissioning, payment required withing 30 days of invoicing.
Feasibility Study Deposit	Determined Based on Facility Type/Scope, Third-Party Engineering Firm Study Proposal & Estimated Garkane Staff Study Labor Hours
Feasibility Study Fee	Actual Garkane cost for a Third-Party Engineering study and internal staff labor hours at current rates. An itemized invoice to be provided at completion of study. Payment required prior to Garkane providing Study Results.
System Impact Study Deposit	Determined Based on Facility Type/Scope, Third-Party Engineering Firm Study Proposal & Estimated Garkane Staff Study Labor Hours
System Impact Study Fee	Actual Garkane cost for a Third-Party Engineering study and internal staff labor hours at current rates. An itemized invoice to be provided at completion of study. Payment required prior to Garkane providing Study Results.
Facilities Study Deposit	Determined Based on Facility Type/Scope, Third-Party Engineering Firm Study Proposal & Estimated Garkane Staff Study Labor Hours
Facilities Study Fee	Actual Garkane cost for a Third-Party Engineering study and internal staff labor hours at current rates. An itemized invoice to be provided at completion of study. Payment required prior to Garkane providing Study Results.
Supplemental Review Deposit	Determined Based on Facility Type/Scope, Third-Party Engineering Firm Study Proposal & Estimated Garkane Staff Study Labor Hours
Supplemental Review Fee	Actual Garkane cost for a Third-Party Engineering study and internal staff labor hours at current rates. An itemized invoice to be provided at completion of study

**ATTACHMENT 5: INTERCONNECTION SERVICES RESPONSE TIME SCHEDULE**

<b>Service Description</b>	<b>AAC Section Reference</b>	<b>Garkane Response Period</b>
Provision of Application Notice	R14-2-2614	14 calendar days
Pre-Application Report	R14-2-2616	28 calendar days
Level 1 Super Fast Track Review & Notice	R14-2-2617	21 calendar days
Level 2 Fast Track Review & Notice	R14-2-2618	28 calendar days
Level 3 Schedule a Pre-Application Meeting	R14-2-2619	14 calendar days
Level 3 Transfer Application Review	R14-2-2619	21 calendar days
Level 3 Study Tract Application Review & Notice	R14-2-2619	28 calendar days
Level 3 Scoping Meeting	R14-2-2619	21 calendar days
Level 3 Feasibility Study Agreement & Cost Estimate	R14-2-2619	21 calendar days
Level 3 Feasibility Study Report	R14-2-2619	60 calendar days
Level 3 System Impact Study Agreement & Cost Estimate	R14-2-2619	21 calendar days
Level 3 System Impact Study Report	R14-2-2619	60 calendar days
Level 3 Facilities Study Agreement and Cost Estimate	R14-2-2619	21 calendar days
Level 3 Facilities Study Report	R14-2-2619	60 calendar days
Supplemental Review Scope & Cost Estimate	R14-2-2620	14 calendar days
Supplemental Review Report	R14-2-2620	28 calendar days
No Executed Interconnection Agreement Notice	R14-2-2621	14 calendar days
Project Inspection & Commissioning	R14-2-2621	14 calendar days
Project Re-Inspection & Commissioning	R14-2-2621	14 calendar days
Expedited Interconnection Application Notice	R14-2-2623	14 calendar days
Expedited Interconnection Review and Notice	R14-2-2623	21 calendar days

## ATTACHMENT 6: SAMPLE NON-DISCLOSURE AGREEMENT

### CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this “Agreement”) is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, by and between Garkane Energy Cooperative, a Utah non-profit corporation (“Garkane”) and each of the undersigned signatories to this Agreement (each a “Party” and together the “Parties”).

WHEREAS, one or more Parties have requested information from Garkane (the “Request”) related to transmission and distribution power system data which may include certain confidential, sensitive or proprietary information that Garkane wishes to protect from public or other unnecessary dissemination;

WHEREAS, in connection with the Request, the Parties may disclose information to one another in order to effectuate a review of data delivered pursuant to the Request, and require execution of this Agreement as a condition precedent to such exchange of certain confidential information further described herein;

WHEREAS, either Garkane or any of the Parties may designate certain information as confidential, proprietary, sensitive, highly confidential, restricted or critical infrastructure information, as applicable (referred to collectively as “Confidential Information” and further defined in Section 1 below);

NOW THEREFORE, in consideration of and as a condition for furnishing the Confidential Information (as defined below), Garkane and each Party agree to the following, it being understood that they are also agreeing to cause their officers, employees, partners, representatives, advisors, agents, and associates (“Representatives”) to comply with the provisions hereof:

**1. Confidential Information.** For purposes of this Agreement, the term “Confidential Information” means any oral or written information which is made available to a Party or one of its representatives (a “Receiving Party”) by another Party or one of its Representatives (a “Disclosing Party”) before or after the date of this Agreement in connection with the Request, regardless of the manner in which such information is furnished. Confidential Information also includes the following: all data (including, but not limited to, critical infrastructure information), materials, products, customer information, business plans, compilations, evaluations, analyses, financial information or other information developed or prepared by a Disclosing Party or its Representatives. Unless waived by a Party, the Parties shall require its Representatives, including subcontractors of any tier, to adhere to the requirements of this Agreement.

Notwithstanding anything in this Section 1 to the contrary, the term “Confidential Information” does not include any information which (i) at the time of disclosure by a Disclosing Party, or thereafter, is generally available to and known by the public (other than as a result of a disclosure made directly or indirectly by a Receiving Party or its Representatives), (ii) was available to a Receiving Party or its Representatives on a non-confidential basis from a source other than a Disclosing Party (provided that such source is not or was not bound by a confidentiality agreement with a Disclosing Party or its Representatives or had any other duty of confidentiality to a Disclosing Party or its Representatives known to the Receiving Party), or (iii) information which is already known to the Receiving Party or has been independently acquired or developed by a Receiving Party without violating any of such Receiving Party’s obligations under Section 2 hereof.

**2. Confidentiality; Disclosure.** The Confidential Information will be kept confidential by each Receiving Party and each Receiving Party agrees to protect the Confidential Information using the same degree of care, but no less than a reasonable degree of care, as Receiving Party uses to protect its own confidential information of a like nature. Confidential Information labeled as critical infrastructure information (“CI”) shall be protected consistent with the following requirements:

- a. CII shall be protected at all times, either by appropriate storage or having it under the personal observation and control of a person authorized to receive it. Each person who works with protected CII is personally responsible for taking proper precautions to ensure that unauthorized persons do not gain access to it.
- b. Reasonable steps shall be taken to minimize the risks of access to CII by unauthorized personnel. When not in use, CII shall be secured in a secure container, such as a locked desk, file cabinet or facility where security is provided.
- c. Documents or materials containing CII may be reproduced to the minimum extent necessary, consistent with the need to carry out the Work, provided that the reproduced material is marked and protected in the same manner as the original material.
- d. Material containing CII information should be disposed of through secured shredding receptacles or other secured document destruction methods.
- e. CII shall be transmitted only by the following means:
  - i. Hand delivery.
  - ii. United States first class, express, certified or registered mail, bonded courier, or through secure electronic means.
  - iii. E-mail with encrypted file (such as, WinZip with password). The password should not be included in e-mail, but should be delivered by phone or in an unrelated e-mail not mentioning the document name. Password-protected Microsoft Office documents do not meet the encryption requirements.

Any material derived by a Party from CII shall be considered CII, labeled by such Party as such, and protected consistent with the foregoing requirements.

Consistent with the preceding provisions, a Receiving Party may disclose the Confidential Information or portions thereof to those of such Receiving Party's Representatives (which shall cause them to become a Receiving Party hereunder) who need to know such information for the purpose of analysis or performing an obligation related to the Request. Notwithstanding the foregoing, each Party and its Representatives are not authorized to disclose such Confidential Information to any representative without (i) informing such Representative of the confidential nature of the Confidential Information and (ii) securing the agreement of such Representative to a similar confidentiality obligation. The Receiving Party agrees to be responsible for any breach of this Section 2 by Receiving Party or Receiving Party's Representative.

In the event that a Receiving Party or one of its Representatives becomes legally compelled (by law, rule, regulation, order, deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any of the Confidential Information, such Receiving Party shall provide the Disclosing Party with prompt prior written notice of such requirement, to the extent legally permitted, so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Section 2. In the event that such protective order or other remedy is not obtained, or that the Disclosing Party waives compliance with the provisions hereof, the Receiving Party compelled to disclose shall (i) furnish only that portion of the Confidential Information which, in accordance with the advice of its own counsel (which may include internal counsel), is legally required to be furnished, and (ii) exercise reasonable efforts to cooperate with the Disclosing Party at the Disclosing Party's expense to the extent permitted by Applicable Law with respect to obtaining assurances that confidential treatment will be accorded the Confidential Information so furnished.

Notwithstanding the foregoing, the Parties acknowledge that Garkane is required by law or regulation to report certain information that could embody Confidential Information from time to time, and may do so from time to time without providing prior notice. Such reports include models, filings, and reports of Deseret's net power costs, general rate case filings, power cost adjustment mechanisms, FERC-required reporting, annual state reports that include resources and loads, integrated resource planning reports, reports to entities such as the North American

Electric Reliability Corporation, Western Electricity Coordinating Council, or similar or successor organizations, or similar or successor documentation. Additionally, in regulatory proceedings in all state and federal jurisdictions in which it does business, Garkane will from time to time be required to produce Confidential Information and may do so without prior notice and use its business judgment in its compliance with all of the foregoing and the appropriate level of confidentiality it seeks for such disclosures.

4. **Return.** Upon request from a Disclosing Party, each Receiving Party promptly will return or destroy, at Receiving Party's option, all copies of the Confidential Information in each Receiving Party's possession in any form. If the Confidential Information is CII, the Party will promptly return all CII, including all material derived from CII by Each Party, and all copies, extracts, and other objects or items in which CII may be contained or embedded, to the other Party upon completion of Work. Each Receiving Party will keep confidential any Confidential Information contained in all copies of any analyses, compilations, studies or other documents prepared by or for a Receiving Party which contain or reflect any Confidential Information. Upon notice that the Disclosing Party requests the return of its Confidential Information, the Receiving Party shall not be permitted to use it for any purpose.

5. **Intellectual Property Rights.** Nothing contained in this Agreement shall be construed as or imply any right granted to either Party with respect to any intellectual property of either Party (whether or not copyrighted, trademarked or patented), including any uses related thereto, and all Confidential Information shall be the sole property of the Disclosing Party. The analysis and work product hereunder is to be prepared for the exclusive use of the Parties and their designated agents. The Parties agree that all work prepared by them or their employees, agents and subcontractors of any tier (including their respective employees, agents and subcontractor(s)) in connection with Compliance which is subject to protection under copyright laws constitute "work for hire", all copyrights to which belong to the Parties. Furthermore, such work products may not be reproduced or used for any other purpose without the express written consent of the Parties.

6. **Entire Agreement; Amendment; Waiver.** This Agreement constitutes the entire agreement of the Parties hereto relating to the subject matter hereof, and this Agreement supersedes all prior communications, representations, or agreements, verbal or written, among the Parties relating to the subject matter hereof. No provision in this Agreement may be waived or amended except by written consent of Garkane and each Party. It is further understood and agreed that no failure or delay by either Garkane or any Party in exercising any right, power or privilege preclude any other or further exercise thereof.

7. **Jury Waiver.** To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

8. **Remedies.** The Parties shall be entitled to equitable relief, including injunction and specific performance, in the event of any breach of the provisions of this Agreement, in addition to all other remedies available to them at law or in equity. If Receiving Party commits a breach, or threatens to commit a breach of, of any material terms or conditions in this Agreement, Disclosing Party shall have the right to seek and obtain all judicial relief (including but not limited to specific monetary damages and interest) as may be ordered or awarded by a court of competent jurisdiction. Receiving Party hereby acknowledges that legal remedies would be inadequate to fully compensate Disclosing Party for a breach of this Agreement. Receiving Party therefore agrees that prior to and in addition to any legal remedies obtained by Disclosing Party for a breach of this Agreement by Receiving Party or its Representatives, Disclosing Party may seek and obtain immediate entry of appropriate equitable relief against Receiving Party or its Representatives. Receiving Party waives any requirement of Disclosing Party's posting of bond in connection with obtaining such equitable relief. Neither party hereto shall be liable for incidental, special, or consequential, indirect and punitive damages that may arise out of or relate to this Agreement, including but not limited to loss of use, cost of money, loss of profits, loss of services of employees, loss of reputation and loss of financing.

9. **Notices.** Notices under this Agreement shall be in writing and shall be effective when actually delivered. If mailed, a notice shall be deemed effective on the second day after deposited as registered or certified mail, postage prepaid, directed to the other Party at the address shown below:

If to  
Garkane Energy Cooperative  
1802 S. HWY 89A  
Kanab, Utah 84741

If to Each Party:  
Name  
Address

Any party may change its address for notices by written notice to the other parties in accordance with this Agreement.

10. **Beneficiary; Assignment; Governing Law.** This Agreement is for the benefit of each Party and will be governed by and construed in accordance with the laws of the state of Utah. Neither Party may assign or otherwise transfer its rights or delegate its duties under this Agreement, except to an affiliate, without prior written consent, and any attempt to do so without consent is void.

11. **Term.** This Agreement shall expire on the earlier of: (i) two (2) years from the date of this Agreement, or (ii) the date upon which any of the Parties terminate this Agreement by written notice to the other Party; provided, however, such termination shall not affect any obligation with respect to Confidential Information received by the Parties prior to such termination, which obligation shall continue indefinitely.

12. **No Warranty.** With respect to any information, including but not limited to the Confidential Information, which a Party furnishes or otherwise discloses to another Party for the purpose of evaluating Compliance, it is understood and agreed that the Disclosing Party does not make any representations or warranties as to the accuracy, completeness or fitness for a particular purpose thereof. It is further understood and agreed that no Party or its Representatives shall have any liability or responsibility to another Party or to any other person or entity resulting from the use of any information so furnished or otherwise provided pursuant to this Agreement.

IN WITNESS WHEREOF, the undersigned parties have executed this Confidentiality Agreement as of the date first written above.

GARKANE

[EACH PARTY]

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



## **ATTACHMENT 7: SAMPLE FEASIBILITY STUDY AGREEMENT**

DRAFT

## FEASIBILITY STUDY AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_, ("Interconnection Customer,") and Garkane Energy Cooperative, Inc. a Distribution Electric Cooperative existing under the laws of the State of Utah and Arizona, ("Garkane"). Interconnection Customer and Garkane each may be referred to as a "Party," or collectively as the "Parties."

### RECITALS

**WHEREAS**, Interconnection Customer is proposing to develop a \_\_\_\_\_ kW generating facility (the "Facility") consistent with the Application completed by Interconnection Customer on \_\_\_\_\_; and

**WHEREAS**, Interconnection Customer desires to interconnect the Facility with Garkane's Distribution System; and

**WHEREAS**, the Parties have agreed to perform a Feasibility Study to assess the feasibility of interconnecting the customers proposed Generation Facility with Garkane's Distribution System.

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

1. When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated or the meanings specified in Garkane's Interconnection Manual, AAC R14-2-26 and UAC R746-312.
2. The Interconnection Customer elects and Garkane shall cause to be performed an interconnection Feasibility Study consistent to the standard of care described in Garkane's Interconnection Manual, AAC R14-2-26 and UAC R746-312 and Good Utility Practice.
3. The scope of the Feasibility Study shall be subject to the assumptions set forth in Attachment A to this Agreement.
4. 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. Garkane 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 study. If the Interconnection Customer modifies its Interconnection Request, the time to complete the Feasibility Study may be extended by agreement of the Parties.

5. In performing the study, Garkane 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. Feasibility Study. A feasibility study shall provide a preliminary evaluation of the system impact that would result from interconnecting the generating facility and the cost of interconnecting the generating facility to the public utility's electric distribution system and shall be completed as follows
7. Once the study is completed, Garkane will provide an study report to the Interconnection Customer. Barring unusual circumstances, Garkane expects to have the study report completed and transmitted to Interconnection Customer within 30 Business Days of Interconnection Customer's execution of this Agreement.
8. Interconnection Customer will pay for Garkane's actual costs incurred for preparing the study, which will consist solely of (i) the complete cost incurred by Garkane for its third-party engineering contract (included herein as Attachment A) and (ii) time spent by Garkane's technical staff (at Garkane's typical rates) on the Feasibility Study (e.g., assisting the third-party consultant, plus reviewing and confirming the accuracy of the study report).
9. Garkane's good faith cost estimate to conduct the Feasibility Study is \_\_\_\_\_ (included herein as Attachment B). A deposit equal to the estimate is due prior to work starting on the Feasibility Study. Any deposit funds left after completion of a study will be refunded back to the applicant. If a balance of funds is owed Garkane for time spent working on the study the customer will be invoiced. A summary of Garkane staff and contractor time will be provided to the interconnection customer at the completion of any study. Payment of the invoice shall be made prior to Garkane releasing the report to the customer.
10. Governing Law, Regulatory Authority, and Rules  
The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the state of Utah without regard to its conflicts of law principles. This Agreement is subject to all Applicable Laws 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.
11. Amendment  
The Parties may amend this Agreement by a written instrument duly executed by both Parties.
12. No Third-Party Beneficiaries  
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.

13. Waiver

- 13.1 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.
- 13.2 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 Garkane, subject to any appropriate studies to assess and to address the impact of the interconnection on Garkane's system and any Affected Systems. Any waiver of this Agreement shall, if requested, be provided in writing.

14. Multiple Counterparts

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.

15. No Partnership

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.

16. Severability

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.

17. Subcontractors

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.

**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.

Garkane Energy Cooperative Inc.

[Insert name of Interconnection Customer]

\_\_\_\_\_

Signed: \_\_\_\_\_ Signed: \_\_\_\_\_

Name (Printed):

Name (Printed):

\_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

## **ATTACHMENT 8: SAMPLE SYSTEM IMPACT STUDY AGREEMENT**

DRAFT

## SYSTEM IMPACT STUDY AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_, ("Interconnection Customer,") and Garkane Energy Cooperative, Inc. a Distribution Electric Cooperative existing under the laws of the State of Utah and Arizona, ("Garkane"). Interconnection Customer and Garkane each may be referred to as a "Party," or collectively as the "Parties."

### RECITALS

**WHEREAS**, Interconnection Customer is proposing to develop a \_\_\_\_\_ kW generating facility (the "Facility") consistent with the Application completed by Interconnection Customer on \_\_\_\_\_; and

**WHEREAS**, Interconnection Customer desires to interconnect the Facility with Garkane's Distribution System; and

**WHEREAS**, the Parties have agreed to perform a System Impact Study to assess the feasibility of interconnecting the customers proposed Generation Facility with Garkane's Distribution System.

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

18. When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated or the meanings specified in the standard Utah Electrical Interconnection Rule R746-312 and FERC SGIP.
19. The Interconnection Customer elects and Garkane shall cause to be performed an interconnection System Impact Study consistent to the standard of care described in Utah Electrical Interconnection Rule R746-312, FERC's Small Generator Interconnection Procedures and Good Utility Practice.
20. The scope of the System Impact Study shall be subject to the assumptions set forth in Attachment A to this Agreement.
21. The System Impact 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. Garkane 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 study. If the Interconnection Customer modifies its Interconnection Request, the time to complete the System Impact Study may be extended by agreement of the Parties.

22. In performing the study, Garkane 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.
23. The System Impact 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:
  - a. Initial identification of any circuit breaker short circuit capability limits exceeded as a result of the interconnection;
  - b. Initial identification of any thermal overload or voltage limit violations resulting from the interconnection;
  - c. Initial review of grounding requirements and electric system protection; and
  - d. 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.
24. Once the study is completed, Garkane will provide an study report to the Interconnection Customer. Barring unusual circumstances, Garkane expects to have the study report completed and transmitted to Interconnection Customer within 30 Business Days of Interconnection Customer's execution of this Agreement.
25. Interconnection Customer will pay for Garkane's actual costs incurred for preparing the study, which will consist solely of (i) the complete cost incurred by Garkane for its third-party engineering contract (included herein as Attachment A) and (ii) time spent by Garkane's technical staff (at Garkane's typical rates) on the System Impact Study(e.g., assisting the third-party consultant, plus reviewing and confirming the accuracy of the study report).
26. Garkane's good faith cost estimate to conduct the System Impact Study is \_\_\_\_\_ (included herein as Attachment B). A deposit equal to the estimate is due prior to work starting on the Feasibility Study. Any deposit funds left after completion of a study will be refunded back to the applicant. If a balance of funds is owed Garkane for time spent working on the study the customer will be invoiced. A summary of Garkane staff and contractor time will be provided to the interconnection customer at the completion of any study. Payment of the invoice shall be made prior to Garkane releasing the report to the



customer.

27. Governing Law, Regulatory Authority, and Rules

The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the state of Utah without regard to its conflicts of law principles. This Agreement is subject to all Applicable Laws 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.

28. Amendment

The Parties may amend this Agreement by a written instrument duly executed by both Parties.

29. No Third-Party Beneficiaries

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.

30. Waiver

13.1 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.

13.2 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 Garkane, subject to any appropriate studies to assess and to address the impact of the interconnection on Garkane's system and any Affected Systems. Any waiver of this Agreement shall, if requested, be provided in writing.

31. Multiple Counterparts

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.

32. No Partnership

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.

33. Severability

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.

34. Subcontractors

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.

**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.

Garkane Energy Cooperative Inc.

[Insert name of Interconnection Customer]

\_\_\_\_\_

Signed: \_\_\_\_\_ Signed: \_\_\_\_\_

Name (Printed):

Name (Printed):

\_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

## **ATTACHMENT 9: SAMPLE FACILITIES STUDY AGREEMENT**

DRAFT

# FACILITIES STUDY AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_, ("Interconnection Customer,") and Garkane Energy Cooperative, Inc. a Distribution Electric Cooperative existing under the laws of the State of Utah and Arizona, ("Garkane"). Interconnection Customer and Garkane each may be referred to as a "Party," or collectively as the "Parties."

## RECITALS

**WHEREAS**, Interconnection Customer is proposing to develop a \_\_\_\_\_ kW generating facility (the "Facility") consistent with the Application completed by Interconnection Customer on \_\_\_\_\_; and

**WHEREAS**, Interconnection Customer desires to interconnect the Facility with Garkane's Distribution System; and

**WHEREAS**, the Parties have agreed to perform a Facilities Study to assess the feasibility of interconnecting the customers proposed Generation Facility with Garkane's Distribution System.

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

35. When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated or the meanings specified in the standard Utah Electrical Interconnection Rule R746-312 and FERC SGIP.
36. The Interconnection Customer elects and Garkane shall cause to be performed an interconnection Facilities Study consistent to the standard of care described in Utah Electrical Interconnection Rule R746-312, FERC's Small Generator Interconnection Procedures and Good Utility Practice.
37. The scope of the Facilities Study shall be subject to the assumptions set forth in Attachment A to this Agreement.
38. The Facilities 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. Garkane 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 study. If the Interconnection Customer modifies its Interconnection Request, the time to complete the Facilities Study may be extended by agreement of the Parties.

39. In performing the study, Garkane 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.
40. The Facilities 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:
- a. Initial identification of any circuit breaker short circuit capability limits exceeded as a result of the interconnection;
  - b. Initial identification of any thermal overload or voltage limit violations resulting from the interconnection;
  - c. Initial review of grounding requirements and electric system protection; and
  - d. 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.
41. Once the study is completed, Garkane will provide an study report to the Interconnection Customer. Barring unusual circumstances, Garkane expects to have the study report completed and transmitted to Interconnection Customer within 30 Business Days of Interconnection Customer's execution of this Agreement.
42. Interconnection Customer will pay for Garkane's actual costs incurred for preparing the study, which will consist solely of (i) the complete cost incurred by Garkane for its third-party engineering contract (included herein as Attachment A) and (ii) time spent by Garkane's technical staff (at Garkane's typical rates) on the Facilities Study (e.g., assisting the third-party consultant, plus reviewing and confirming the accuracy of the study report).
43. Garkane's good faith cost estimate to conduct the Facilities Study is \_\_\_\_\_ (included herein as Attachment B). A deposit equal to the estimate is due prior to work starting on the Feasibility Study. Any deposit funds left after completion of a study will be refunded back to the applicant. If a balance of funds is owed Garkane for time spent working on the study the customer will be invoiced. A summary of Garkane staff and contractor time will be provided to the interconnection customer at the completion of any study. Payment of the invoice shall be made prior to Garkane releasing the report to the customer.
44. Governing Law, Regulatory Authority, and Rules  
The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the state of Utah without regard to its conflicts of law principles. This Agreement is subject to all Applicable Laws 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.

45. Amendment

The Parties may amend this Agreement by a written instrument duly executed by both Parties.

46. No Third-Party Beneficiaries

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.

47. Waiver

- 13.1 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.
- 13.2 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 Garkane, subject to any appropriate studies to assess and to address the impact of the interconnection on Garkane's system and any Affected Systems. Any waiver of this Agreement shall, if requested, be provided in writing.

48. Multiple Counterparts

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.

49. No Partnership

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.

50. Severability

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.

51. Subcontractors

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.

**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.

Garkane Energy Cooperative Inc.

[Insert name of Interconnection Customer]

\_\_\_\_\_

Signed: \_\_\_\_\_ Signed: \_\_\_\_\_

Name (Printed):

Name (Printed):

\_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_