WORK SESSION: 6PM Open Meeting Law & Housing Incentives

REGULAR WASECA CITY COUNCIL MEETING TUESDAY, JUNE 4, 2019 7 p.m. AGENDA

- 1 <u>CALL TO ORDER/ROLL CALL</u>
- 2 MOMENT OF SILENCE/PLEDGE OF ALLEGIANCE
- 3 APPROVAL OF AGENDA
- 4 PUBLIC COMMENT

Those wishing to speak must state their name and address for the record after they reach the podium. Each person will have three (3) minutes to make his/her remarks. Speakers will address all comments to the City Council as a whole and not one individual councilmember. The Council may not take action on an item presented during the Public Comment period, unless the item is already on the agenda for action. When appropriate, the Council may refer inquiries and items brought up during the Public Comment period to the City Manager for follow up.

5 REQUESTS AND PRESENTATIONS

6 <u>CONSENT AGENDA</u>

- A. Minutes Regular City Council Meeting: May 21, 2019
- B. Payroll & Expenditures
- C. Resolution 19-24 DER-Renewable Energy Policy, Rules & Interconnection Process
- D. Resolution 19-25 Amending the Master Fee Schedule
- E. Resolution 19-26: Approval of Tax Abatement Applications
- F. Approval of Temporary Liquor License for County Fair: American Legion Post 228
- G. Approval of Contract Payment 3rd St Project

7 ACTION AGENDA

- A. Waseca County Planning Commission
- B. **RCCA:** Controlled Burn Request 715 North State Street
- C. Housing Incentives Discussion
- D. RCCA: EDA/Human Rights: Council Seat Designation
- E. Council Fee Waiving Policy Continuation

8 REPORTS

A. City Manager's Report

- B. Commission Reports
 - Park Board (Christiansen)
 - Airport Board (Rose)
 - HPC (Tlougan
 - Fire Relief Association (Conrath)

9 <u>ANNOUNCEMENTS</u>

10 <u>ADJOURNMENT</u>

MINUTES REGULAR WASECA CITY COUNCIL MEETING TUESDAY, MAY 21, 2019

CALL TO ORDER/ROLL CALL

1 The regular Waseca City Council meeting was called to order by Mayor Roy Srp at 7:00 p.m.

Councilmembers present: Mayor Roy Srp Daren Arndt Larry Johnson

Mark Christiansen Allan Rose Jeremy Conrath Les Tlougan

Staff present: Lee Mattson, City Manager

Mike Anderson, Assistant to the City Manager

Others present: Ronald Stevens, Resident

Ranae Schult, Resident James Christiansen, Resident

MOMENT OF SILENT PRAYER/PLEDGE OF ALLEGIANCE

2 A moment of silence was observed. The Pledge of Allegiance to the Flag was recited.

APPROVAL OF AGENDA

It was moved by Arndt, seconded by Christiansen, to approve the agenda as presented. Motion carried 7-0.

4 <u>PUBLIC COMMENT</u>

Mr. Christiansen addressed the Council and asked for information regarding an item that was on the agenda. Mr. Christiansen apologized and said he would wait patiently for Item 7A.

REQUESTS AND PRESENTATIONS

CONSENT AGENDA

- 6 It was moved by Arndt, seconded by Conrath, to approve the Consent Agenda as presented. The motion carried 7-0, and included the following:
 - A. Minutes Regular City Council Meeting & Work Session May 7, 2019
 - B. Payroll & Expenditures

5

- C. Approval of Extension of Premises Katie O'Leary's (6/22 & 83)
- D. Resolution 19-22 Adding Parcel #177120015 to Tax Abatement List
- E. RCCA: Accepting Memorial Tree Donation Dunn Family

ACTION AGENDA

7A Council Fee Waiving Policy

Assistant to the City Manager Anderson gave an update to Council regarding the proposed policy. He informed Councilmembers that the City Attorney, Robert Scott, reviewed the policy and recommended against adoption at tonight's meeting. Mr. Scott instead recommended considering a tiered fee schedule for different organizations. Mr. Anderson asked Council for further direction.

Council informed Mr. Anderson that they would like to see some tiered policy examples at the next Council Meeting.

Motion was made Conrath, seconded by Srp to direct staff to bring some tiered fee schedule policy examples to the next meeting.

Motion carried 7-0.

7B **Resolution 19-23:** Approving Variance for 1005 12th St SE

City Manager Mattson stated that Ronald Stevens requested a variance to add a deck onto his house and said there is no impervious surface issue. Because the house is located in the shoreland overlay, having a deck that extends into the ordinary high water level requires a variance. Mr. Mattson said the DNR has indicated no objections on this request and the Planning Commission has given their recommendation for approval.

Motion was made by Arndt, seconded by Rose to approve Resolution 19-23. Motion carried 7-0.

7C RCCA: Solar Farm Buffer Area

City Manager Mattson said the County has placed a moratorium on the development of a new Solar Farm while they study regulations to the proximity to residential houses. The County has asked for some feedback from the Council regarding their preferred buffer area between residential areas and Solar Farms.

Motion was made by Christiansen, seconded by Tlougan to recommend a 2 mile buffer zone between solar farms and residential areas. Motion failed 3-4. (Srp, Johnson, Rose, Conrath: Nayes)

Motion was made by Johnson, seconded by Srp to recommend up to a 1 mile radius, including growth areas, and ask for City feedback when building solar farms and protect all interchanged from solar farms. Motion carried 7-0.

City Manager Mattson reminded Council that earlier in the year they adopted a small wireless aesthetics policy and small wireless agreement policy. This proposed ordinance will merge these two policies with the City Code concerning Right-of-Way Management.

Motion was made by Tlougan seconded by Arndt to set the public hearing date on Ordinance 1070 for June 18, 2019. Motion carried 7-0.

REPORTS

8A City Manager's Report

- Waseca County Board adopted the Water Alliance resolutions
- Presented information regarding the Industrial Recruitment Consultant to the County Board
- Vision 2030 meeting will be Thursday afternoon at the Public Safety Building
- Elm Ave completion dates being pushed back and MNDot has ultimate control per the contract
- Pondview driveway is being corrected
- EDA has approved the sale of the lot next to Berry Pallets
- Council will receive a Distributed Energy Resources policy covering solar generation at the next meeting. This policy is an unfunded state mandate and Council was asked to forward questions to the staff prior to the next meeting

8B Commission Reports

Discover Waseca Tourism(Conrath)

- Welcomed Carrie Sharp as a new member
- Working on the fall/winter brochure
- Discussed the upcoming fair booth

Planning Commission (Arndt, Srp)

- Recommended approval for the Stevens variance
- Discussed solar gardens
- Solar panels are valuable in recycling

EDA (Srp)

- Ross Frederick presented information and is working with Berry Pallets
- Industrial recruitment consultant is working hard to market empty business buildings

HPC (Tlougan)

- Met at the Ward House
- Discussed preservation month and weekly articles in the paper
- Awards ceremony will be June 3 at The Mill
- Downtown Historic Distrct has been submitted
- The State Preservation Conference is in September

ANNOUNCEMENTS

	Council Member Johnson
	Thanks for voting me in, I look forward to working and helping the Citizens of Waseca
	Council Member Rose
	Pray for sunshine
	Council Member Christiansen
	Happy Memorial Day weekend
	Mayor Srp
	I have been appointed to Region 9 Board and Commission
	ADJOURNMENT
10	It was moved by Arndt, seconded by Conrath, to adjourn the meeting at 8:17 p.m.; motion carried 7-0.
	R. D. SRP MAYOR
	ANDERSON FANT TO THE CITY MANAGER

The following miscellaneous announcements were made by Councilmembers:

9

6B

LIST OF EXPENDITURES

June 4, 2017

City Council	3,956.50		
Streets	25,798.33		
Parks	13,916.88		
Wastewater	10,220.70		
Utility Administration	4,419.74		
Utility Billing	7,399.98		
Electric	13,731.29		
Water	5,452.43		
Building and Code Compliance	2,585.76		
Police	54,233.70		
Administration	4,800.31		
Community Aides	1,000.00		
Fire	7,880.72		
Paid On Call Fire Department	538.35		
Election Judges	0.00		
PEG	0.00		
Finance	6,961.95		
Connections	3,881.06		
Community Development	5,016.55		
Engineering	15,278.58		
Recreation	4,959.10		
Econ Development	<u>2,510.96</u>		
Total Gross Payroll	194,542.89		
*Lana Daymall Daylootiana	(00.004.74)		
*Less- Payroll Deductions	(63,204.71)		
Net Payroll Cost		\$	131,338.18
Tiot i dylon doot		Ψ	101,000.10

*These costs are included in Accounts Payable totals below

Accounts Payable

Expenditures dated: May 17, 2019-May 31, 2019

Includes check #'s 153640-153696

Bank ACH Withdrawals...... 578,521.80

GRAND TOTAL EXPENDITURES

709,859.98

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	_
General Fund	ı					
05/31/2019		NeoFunds	Postage	101-15510-0000	1,062.73	
Total 10	1155100000	:		_	1,062.73	-
05/31/2019	51927	ACH Internal Revenue Service	FEDERAL WITHHOLDING TAX Pay Period: 5/19/2019	101-21701-0000	17,538.04	М
Total 10	1217010000	:		_	17,538.04	_
05/31/2019	51922	MN Department of Revenue	STATE WITHHOLDING TAX Pay Period: 5/19/2019	101-21702-0000	8,489.14	М
Total 10	1217020000	i		_	8,489.14	_
05/31/2019 05/31/2019		ACH Internal Revenue Service ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 5/19/2019 SOCIAL SECURITY Pay Period: 5/19/2019	101-21703-0000 101-21703-0000	7,972.22 7,972.22	
Total 10	1217030000	:		_	15,944.44	
05/31/2019 05/31/2019 05/31/2019 05/31/2019 05/31/2019 05/31/2019 05/31/2019	51924 51924 51924 51924 51924	Public Employees Retirement Assn (ACH	PERA COORDINATED Employee Pay Period: 5/19/201 PERA POLICE Employee Pay Period: 5/19/2019 DEF CONTRIBUTION/EMPL Pay Period: 5/19/2019 PERA COORDINATED Employer Pay Period: 5/19/201 PERA POLICE Employer Pay Period: 5/19/2019	101-21704-0000 101-21704-0000 101-21704-0000 101-21704-0000 101-21704-0000 101-21704-0000 101-21704-0000	1,232.16 8,008.68 6,429.94 88.05 8,008.68 9,644.88 88.05	M M M M
Total 10	1217040000	ı		-	33,500.44	•
05/31/2019	20190456	Greater Mankato Area United Way	UNITED WAY Pay Period: 5/19/2019	101-21708-0000	15.00	•
Total 10	1217080000	:		_	15.00	_
05/31/2019	153668	MN Life	May Life Insurance	101-21710-0000	625.50	_
Total 10	1217100000	:		-	625.50	_
05/31/2019	153669	NCPERS Minnesota - 8266711	LIFE INSURANCE - PERA Pay Period: 5/19/2019	101-21711-0000	208.00	-
Total 10	1217110000	:		-	208.00	-
05/31/2019 05/31/2019		ACH Internal Revenue Service ACH Internal Revenue Service	MEDICARE Pay Period: 5/19/2019 MEDICARE Pay Period: 5/19/2019	101-21712-0000 101-21712-0000	2,646.05 2,646.05	
Total 10	1217120000	:		-	5,292.10	-
05/31/2019 05/31/2019		MSRS- (DEF COMP) MSRS- (DEF COMP)	MSRS - ROTH (AFTER TAX) Pay Period: 5/19/2019 MSRS - DEF COMP Pay Period: 5/19/2019	101-21713-0000 101-21713-0000	885.00 395.00	
Total 10	1217130000	:		_	1,280.00	_
05/31/2019	51926	Vantagepoint Transfer Agents 457	ICMA DEF COMPENSATION Pay Period: 5/19/2019	101-21714-0000	1,315.00	М
Total 10	1217140000	:		-	1,315.00	-
05/31/2019 05/31/2019		AFLAC AFLAC	AFLAC AFTER TAX Pay Period: 5/5/2019 AFLAC PRE TAX Pay Period: 5/5/2019	101-21715-0000 101-21715-0000	289.38 630.15	

			TIECK 155UE Dates. 3/11/2019 - 3/31/2019	Iviay 5		
Check ssue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	_
5/31/2019	51923	AFLAC	AFLAC AFTER TAX Pay Period: 5/19/2019	101-21715-0000	289.38	٨
5/31/2019	51923	AFLAC	AFLAC PRE TAX Pay Period: 5/19/2019	101-21715-0000	630.15	N
Total 10)1217150000	:			1,839.06	
5/31/2019	51920	Further	Admin Fees Flex/HSA	101-21716-0000	209.45	
5/31/2019		Further	Flex/HSA Reimbursement	101-21716-0000	226.82	
5/31/2019	51931	Further	Flex/HSA Reimbursement	101-21716-0000	26.40	Ν
5/31/2019	51929	Further	HSA DEDUCTION Pay Period: 5/19/2019	101-21716-0000	442.84	. 1
Total 10)1217160000	:			905.51	
5/31/2019	51925	MN Child Support Payment Center	CHILD SUPPORT FLAT AMT Pay Period: 5/19/2019	101-21717-0000	1,220.57	
Total 10)1217170000	:		-	1,220.57	
5/31/2019	51921	Blue Cross & Blue Shield of MN	BCBS High Ded FAMILY Pay Period: 5/5/2019	- 101-21720-0000	3,124.80	
15/31/2019	51921	Blue Cross & Blue Shield of MN	BCBS High Ded FAMILY Pay Period: 5/5/2019	101-21720-0000	12,499.20	
5/31/2019	51921	Blue Cross & Blue Shield of MN	BCBS High Ded SINGLE Pay Period: 5/5/2019	101-21720-0000	8,633.50	
5/31/2019	51921	Blue Cross & Blue Shield of MN	BCBS 3375 Ded SINGLE Pay Period: 5/5/2019	101-21720-0000	3,437.50	
5/31/2019	51921	Blue Cross & Blue Shield of MN	Cobra/diability	101-21720-0000	3,712.00	
5/31/2019	51921	Blue Cross & Blue Shield of MN	BCBS 3375 Ded FAMILY Pay Period: 5/5/2019	101-21720-0000	1,381.10	
15/31/2019	51921	Blue Cross & Blue Shield of MN	Hellevik retro	101-21720-0000	1,973.00	
15/31/2019	51921	Blue Cross & Blue Shield of MN	BCBS 3375 Ded FAMILY Pay Period: 5/5/2019	101-21720-0000	5,524.40	
5/31/2019	51921	Blue Cross & Blue Shield of MN	Wellman	101-21720-0000	1,179.00	
		Blue Cross & Blue Shield of MN				
15/31/2019	51921		Kolling	101-21720-0000	1,736.00	
5/31/2019	51921	Blue Cross & Blue Shield of MN	BCBS High Ded FAMILY Pay Period: 5/19/2019	101-21720-0000	3,124.80	
5/31/2019	51921	Blue Cross & Blue Shield of MN	BCBS High Ded FAMILY Pay Period: 5/19/2019	101-21720-0000	12,499.20	
5/31/2019	51921	Blue Cross & Blue Shield of MN	BCBS High Ded SINGLE Pay Period: 5/19/2019	101-21720-0000	8,633.50	
5/31/2019	51921	Blue Cross & Blue Shield of MN	BCBS 3375 Ded SINGLE Pay Period: 5/19/2019	101-21720-0000	3,437.50	
5/31/2019	51921	Blue Cross & Blue Shield of MN	BCBS 3375 Ded FAMILY Pay Period: 5/19/2019	101-21720-0000	1,381.10	
5/31/2019	51921	Blue Cross & Blue Shield of MN	BCBS 3375 Ded FAMILY Pay Period: 5/19/2019	101-21720-0000 -	5,524.40	
Total 10)1217200000	t.		-	77,801.00	
5/31/2019	153674	Pippi Lane Boutique	Refund for license-wasn't approved	101-32110-0000	250.00	
Total 10)1321100000	:		_	250.00	-
5/31/2019	153657	Ingram, Aaron	Building permit 2019-00122 refund	101-32210-0000	96.86	-
Total 10)1322100000	:		_	96.86	-
5/31/2019	153658	Janesville Police Department	Toward Zero Death Grant	101-33426-0000	1,287.66	
5/31/2019	153672	New Richland Police Department	Toward Zero Death Grant	101-33426-0000	1,066.20	
5/31/2019	153693	Waseca County Sheriff's Office	Toward Zero Death Grant	101-33426-0000	1,901.86	_
Total 10)1334260000	:		_	4,255.72	
5/31/2019	20190453	Discover Waseca Tourism	April Lodging Tax	101-41110-4440	1,842.62	-
Total 10)1411104440	:		_	1,842.62	-
5/31/2019	20190453	Discover Waseca Tourism	2019 contribution	101-41110-4455	1,500.00	
		Discover Waseca Tourism	City Contribution-2019	101-41110-4455	1,500.00	
5/31/2019	20190453	DISCOVEI WASECA TOUTISTIT	City Continuation-2019	101-41110-4400	1,000.00	

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
05/31/2019	153689	Waseca Area Neighborhood Service Cen	City contribution-2019	101-41110-4455	2,850.00	
05/31/2019	20190476	Waseca Area Senior Citizens Center	City contribution	101-41110-4455	1,125.00	
05/31/2019	153690	Waseca Art Center	1st half city contribution 2019	101-41110-4455	1,500.00	
05/31/2019	153691	Waseca County Agricultural Society	City Contribution-2019	101-41110-4455	1,000.00	
05/31/2019	153692	Waseca County Historical Society	1st half city contribution-2019	101-41110-4455	2,250.00	
			-	101-41110-4455	2,230.00	
05/31/2019	153695	Waseca Lakes Association	City Contribution-2019	101-41110-4455 –	2,000.00	
Total 1	01411104455			-	15,725.00	
05/31/2019	153680	SMART Transit	1st half city contribution 2019	101-41110-4730	10,200.00	
Total 1	01411104730:			_	10,200.00	
05/31/2019	153668	MN Life	May Life Insurance	101-41320-1330	28.87	
05/31/2019	153668	MN Life	May Life Insurance	101-41320-1330	3.47	
Total 1	01413201330	:		_	32.34	
05/31/2019	51930	Reliance Standard	June LTD Insurance	101-41320-1340	37.98	М
05/31/2019	51930	Reliance Standard	June LTD Insurance	101-41320-1340	4.02	М
05/31/2019	51930	Reliance Standard	June LTD Insurance	101-41320-1340	11.15	М
05/31/2019	51930	Reliance Standard	June LTD Insurance	101-41320-1340	4.46	
Total 1	01413201340	:		_	57.61	
05/31/2019	20190460	Innovative Office Supply	Office Supplies	101-41320-2000	6.07	
Total 1	01413202000	:			6.07	
05/31/2019	153679	Shred-it USA LLC	Monthly service	101-41320-3100	13.83	
Total 1	01413203100	:		_	13.83	
05/31/2019	20190475	Waseca Area Chamber of Commerce	Employee Recognition	101-41320-4930	10.00	
Total 1	01413204930	:		_	10.00	
05/31/2019	153647		First aid cabinet supplies	101-41320-4940	40.78	
05/31/2019	153647	Cintas Corporation	First aid cabinet supplies	101-41320-4940 -	244.61	
Total 1	01413204940	:		-	285.39	
05/31/2019	20190439	A. H. Hermel Company	Pop for vending machine	101-41320-4945	17.21	
Total 1	01413204945	:		_	17.21	
05/31/2019	153668	MN Life	May Life Insurance	101-41500-1330	61.03	
Total 1	01415001330	:		_	61.03	
05/31/2019	51930	Reliance Standard	June LTD Insurance	101-41500-1340	3.07	М
	01415001340	:			3.07	
Total 1				_		

			Theck Issue Dates: 5/17/2019 - 5/31/2019	May 3	1, 2019 10:10AM
Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 1	01415002000	:		_	2.49
05/31/2019	20190440	Abdo Eick & Meyers LLP	Annual Audit Services	101-41500-3000	22,000.00
Total 1	01415003000	:		_	22,000.00
05/31/2019	153694	Waseca County Treasurer	Legal Services contract payment	101-41600-3000	5,370.33
Total 1	01416003000	:		_	5,370.33
05/31/2019	20190467	Pantheon Computer Systems Inc.	Computer Replacement	101-41920-2050	910.54
Total 1	01419202050	:		_	910.54
05/31/2019	20190467	Pantheon Computer Systems Inc.	June monthly billing	101-41920-3100	6,280.75
Total 1	01419203100	:		_	6,280.75
05/31/2019 05/31/2019	20190460 20190460	Innovative Office Supply Innovative Office Supply	Office Supplies Office Supplies	101-41940-2000 101-41940-2000	77.89 23.92
Total 1	01419402000	:			101.81
05/31/2019 05/31/2019	20190439 20190444	A. H. Hermel Company Bomgaars Supply	Coffee for break room Parts & Supplies		117.76 28.73
Total 1	01419402170	:			146.49
05/31/2019	20190447	Cady Business Technologies Inc	Monthly Phone Support Plan	101-41940-3100	262.62
Total 1	01419403100	:		_	262.62
05/31/2019 05/31/2019	153648 153648	Consolidated Communications Consolidated Communications	Monthly Billing Monthly Billing	101-41940-3200 101-41940-3200	159.97 81.69
Total 1	01419403200	:		_	241.66
05/31/2019	153645	Centerpoint Energy	Monthly Billing	101-41940-3800	290.74
Total 1	01419403800	:		_	290.74
05/31/2019	153668	MN Life	May Life Insurance	101-41950-1330	30.19
Total 1	01419501330	:		_	30.19
05/31/2019	51930	Reliance Standard	June LTD Insurance	101-41950-1340	49.22
Total 1	01419501340	:		_	49.22
05/31/2019	20190460	Innovative Office Supply	Office Supplies	101-41950-2000	10.32
Total 1	01419502000	:		_	10.32
05/31/2019	20190477	WSB & Associates Inc	April Planning Services	101-41950-3000	3,967.00

			Check Issue Dates: 5/17/2019 - 5/31/2019	•	May 31, 2019 10:10AM	
Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
Total 10	01419503000	:		-	3,967.00	
05/31/2019	153668	MN Life	May Life Insurance	101-42100-1330	330.00	
Total 10	01421001330	:		_	330.00	
05/31/2019	51930	Reliance Standard	June LTD Insurance	101-42100-1340	461.60 N	
Total 10	01421001340	:		_	461.60	
05/31/2019	20190460	Innovative Office Supply	Office supplies	101-42100-2000	98.73	
Total 10	01421002000	:		_	98.73	
05/31/2019	153677	Red Feather Paper Company	janitor Supplies	101-42100-2170	241.05	
Total 10	01421002170	:		_	241.05	
05/31/2019	20190472	Streicher's	Uniform expense	101-42100-2180	8.49	
Total 10	01421002180	:		_	8.49	
05/31/2019	153685	Tactical Advantage LLC	gun cases	101-42100-2190	70.00	
Total 10	01421002190	:		_	70.00	
05/31/2019	153646	Cintas Corporation	Floor Mats	101-42100-3100	15.28	
05/31/2019	153646	Cintas Corporation	Floor Mats	101-42100-3100	15.29	
05/31/2019	153679	Shred-it USA LLC	Monthly service	101-42100-3100	13.83	
Total 10	01421003100	:			44.40	
05/31/2019	153648	Consolidated Communications	Monthly Billing	- 101-42100-3200	159.97	
05/31/2019	153648	Consolidated Communications	Monthly Billing	101-42100-3200	256.11	
05/31/2019	153648	Consolidated Communications	Monthly Billing	101-42100-3200	24.72	
Total 10	01421003200	:		_	440.80	
05/31/2019	153668	MN Life	May Life Insurance	101-42200-1330	49.50	
Total 10	01422001330	:		_	49.50	
05/31/2019	51930	Reliance Standard	June LTD Insurance	101-42200-1340	56.97 N	
Total 10	01422001340	:		_	56.97	
05/31/2019	153643	Bock's Service Inc.	Fuel	101-42200-2120	16.37	
Total 10	01422002120	:		_	16.37	
05/31/2019	20190448	Central Fire Protection Inc.	Fire Extiguishers	101-42200-2160	18.00	
Total 10	01422002160	:		_	18.00	
05/31/2019	20100111	Bomgaars Supply	Parts & Supplies	101-42200-2170	2.29	

		CITECK ISSUE Dates. 3/11/2019 - 3/31/2019			
Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 10	1422002170	:		-	2.29
				-	
05/31/2019	153641	•	class a uniform	101-42200-2180	185.80
05/31/2019	153641	Aspen Mills Inc	class a uniform - Kahnke	101-42200-2180	185.80
05/31/2019	153641	Aspen Mills Inc	class a uniform - Forshee	101-42200-2180 -	185.80
Total 10	1422002180	:		-	557.40
05/31/2019	153640	Ancom Communications Inc	parts	101-42200-2210	82.75
Total 10	1422002210	:		_	82.75
05/31/2019	153646	Cintas Corporation	Floor Mats	101-42200-3100	15.29
05/31/2019	153646	Cintas Corporation	Floor Mats	101-42200-3100	15.28
05/31/2019	153661	Kirvida Fire Inc.	525 Pump Test	101-42200-3100	456.79
05/31/2019	153661	Kirvida Fire Inc.	523 Pump Test	101-42200-3100	1,115.36
05/31/2019	153661	Kirvida Fire Inc.	529 service	101-42200-3100	429.86
Total 10	1422003100	:			2,032.58
05/31/2019	153640	Ancom Communications Inc	pager repair	101-42200-3200	42.95
05/31/2019	153640	Ancom Communications Inc	desktop charger	101-42200-3200	285.00
05/31/2019		Consolidated Communications	Monthly Billing	101-42200-3200	24.73
Total 10	1422003200	:		_	352.68
05/31/2019	153648	Consolidated Communications	Monthly Billing	101-42200-3800	26.48
Total 10	1422003800	:		_	26.48
05/31/2019	153668	MN Life	May Life Insurance	101-42400-1330	5.45
05/31/2019		MN Life	May Life Insurance	101-42400-1330	16.50
Total 10	1424001330	:		-	21.95
05/31/2019	51030	Reliance Standard	June LTD Insurance	- 101-42400-1340	21.47
05/31/2019		Reliance Standard	June LTD Insurance	101-42400-1340	6.76
Total 10	1424001340	:		_	28.23
05/31/2019	20190450	City Building Inspection Services LLC	building inpsections	101-42400-3000	5,013.33
Total 10	1424003000	:		_	5,013.33
05/31/2019	153668	MN Life	May Life Insurance	101-43000-1330	5.61
05/31/2019		MN Life	May Life Insurance	101-43000-1330	74.74
Total 10	1430001330	:		_	80.35
05/31/2019	51930	Reliance Standard	June LTD Insurance	101-43000-1340	6.97
05/31/2019	51930	Reliance Standard	June LTD Insurance	101-43000-1340	98.07
Total 10	1430001340	:		-	105.04
05/31/2019	153668	MN Life	May Life Insurance	101-43100-1330	89.10

Check ssue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
05/31/2019	153668	MN Life	May Life Insurance	101-43100-1330	1.65
Total 10	01431001330	:		_	90.75
05/31/2019		Reliance Standard Reliance Standard	June LTD Insurance June LTD Insurance	101-43100-1340 101-43100-1340	98.34 1.95
Total 10	01431001340	:		-	100.29
5/31/2019	20190457	H & J Fuel Inc	fuel	101-43100-2120	2,311.58
Total 10	01431002120	:		_	2,311.58
05/31/2019	153642	Auto Value Waseca	Parts	101-43100-2170	2.49
05/31/2019		Bomgaars Supply	Parts & Supplies	101-43100-2170	80.15
Total 10	01431002170	:		-	82.64
05/31/2019	153688	W W Blacktopping Inc.	Hot Mix	- 101-43100-2171	10,268.75
05/31/2019		W W Blacktopping Inc.	Hot Mix	101-43100-2171	4,060.33
Total 10	01431002171	:		-	14,329.08
5/31/2019	20190441	AmeriPride Services Inc	uniform srvice	101-43100-2180	171.69
5/31/2019	20190441	AmeriPride Services Inc	uniform-service	101-43100-2180	169.20
Total 10	01431002180	:		_	340.89
5/31/2019	20190444	Bomgaars Supply	Parts & Supplies	101-43100-2400	89.88
Total 10	01431002400	:		_	89.88
05/31/2019	20190468	R.I.C Properties LLC	Kritzer Building Rental	101-43100-3100	650.00
Total 10	01431003100	:		-	650.00
05/31/2019	153648	Consolidated Communications	Monthly Billing	101-43100-3200	26.48
Total 10	01431003200	:		_	26.48
05/31/2019	153645	Centerpoint Energy	Monthly Billing	101-43100-3800	459.75
Total 10	01431003800	:		-	459.75
05/31/2019		MN Life	May Life Insurance	101-43125-1330	23.10
)5/31/2019		MN Life	May Life Insurance	101-43125-1330 -	1.65
Total 10)1431251330	:		-	24.75
05/31/2019		Reliance Standard	June LTD Insurance	101-43125-1340	25.50
05/31/2019		Reliance Standard	June LTD Insurance	101-43125-1340 -	1.95
iotai 10	01431251340			-	27.45
05/31/2019	153668	MN Life	May Life Insurance	101-43170-1330	4.95

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 10)1431701330	:		-	4.95
05/31/2019	51930	Reliance Standard	June LTD Insurance	101-43170-1340	5.46
Total 10)1431701340	:		_	5.46
05/31/2019	153668	MN Life	May Life Insurance	101-43220-1330	8.25
Total 10)1432201330	:		_	8.25
05/31/2019	51930	Reliance Standard	June LTD Insurance	101-43220-1340	9.11
Total 10)1432201340	:		_	9.11
05/31/2019 05/31/2019		A. H. Hermel Company Lau's Meat Market	TLCF Concessions supplies Hot dogs and buns for TLCF	101-45100-2500 101-45100-2500	93.93 47.90
	01451002500		not dogs and bans for TEO	101-40100-2000	141.83
05/31/2019		Independent School District #829	City Contribution Com Ed	- 101-45100-3100	8,333.33
	01451003100	·	0.1, 00.1.1.2.1.0.1 00.11	-	8,333.33
05/31/2019		Consolidated Communications	Monthly Billing	- 101-45100-3200	22.98
	01451003200	:	, 0	_	22.98
05/31/2019	153668	MN Life	May Life Insurance	- 101-45130-1330	19.80
Total 10)1451301330	:		-	19.80
05/31/2019	20190460	Innovative Office Supply	Office Supplies	- 101-45130-2000	38.27
Total 10)1451302000	:		_	38.27
05/31/2019	153655	Hawkins Inc	Chemical WWP	- 101-45130-2165	4,173.78
05/31/2019		Hawkins Inc	Chemicals WWP	101-45130-2165 –	1,633.15
Total 10)1451302165	:		-	5,806.93
05/31/2019 05/31/2019		Fastenal Company McCrady, Tom	pool hardware Flower pot brackets	101-45130-2170 101-45130-2170	29.98 400.00
Total 10)1451302170	:		_	429.98
05/31/2019	153653	Four Seasons Athletics	Uniforms	101-45130-2180	674.00
Total 10)1451302180	:			674.00
05/31/2019	20190454	Fastenal Company	quicklinks	101-45130-2210	106.50
Total 10)1451302210	:		_	106.50
05/31/2019 05/31/2019		A. H. Hermel Company Lau's Meat Market	Concession Supplies Waterpark concession supplies	101-45130-2500 101-45130-2500	1,406.02 10.52

Check Issue Dates: 5/17/2019 - 5			neck Issue Dates: 5/17/2019 - 5/31/2019	May 3	May 31, 2019 10:10AM	
Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
Total 10	01451302500	:		-	1,416.54	
05/31/2019	153648	Consolidated Communications	Monthly Billing	101-45130-3200	156.36	
Total 10	01451303200	:			156.36	
05/31/2019	20190473	Temple Electric Motor Service Inc	Play feature pump repair	101-45130-4000	773.75	
Total 10	01451304000	:			773.75	
05/31/2019	153668	MN Life	May Life Insurance	101-45200-1330	74.25	
05/31/2019		MN Life	May Life Insurance	101-45200-1330	4.95	
Total 10	01452001330	:		_	79.20	
05/31/2019	51930	Reliance Standard	June LTD Insurance	- 101-45200-1340	81.97 N	
05/31/2019	51930		June LTD Insurance	101-45200-1340	17.85 N	
Total 10	01452001340	:		_	99.82	
05/31/2019	20190443	Bachman's Inc.	Downtown Tree	- 101-45200-2170	147.25	
05/31/2019	20190444	Bomgaars Supply	Parts & Supplies	101-45200-2170	20.91	
05/31/2019	153649	Crescent Electric Supply Company	TLCF Tower Bulbs	101-45200-2170	385.03	
05/31/2019	153654	Gempler's	Gloves	101-45200-2170	42.88	
05/31/2019	153665	McCrady, Tom	Flower pot brackets	101-45200-2170	400.00	
05/31/2019	153681	South Cedar Greenhouses	Perennial Plants	101-45200-2170	51.30	
05/31/2019	20190474	Timm's Trucking Inc.	Colored Mulch	101-45200-2170	157.50	
Total 10	01452002170	:		_	1,204.87	
05/31/2019	20190471	Spies, Loy	Uniform reimbursement-Spies	101-45200-2180	195.78	
Total 10	01452002180	:		_	195.78	
05/31/2019	20190444	Bomgaars Supply	Parts & Supplies	101-45200-2210	30.97	
Total 10	01452002210	:		_	30.97	
05/31/2019	20190444	Bomgaars Supply	Parts & Supplies	101-45200-2230	11.97	
05/31/2019	20190446	Britton Plumbing & Heating LLC	Plumbing parts	101-45200-2230	98.62	
05/31/2019	153678	Schumacher Electric Inc	CLP Pav Light Timer	101-45200-2230	371.15	
Total 10	01452002230	:		_	481.74	
05/31/2019	20190444	Bomgaars Supply	Parts & Supplies	101-45200-2400	64.04	
Total 10	01452002400	:		_	64.04	
05/31/2019	20190465	Lenz Lawn Care & Landscaping Inc.	Irrigation Repairs	101-45200-3100	82.40	
Total 10	01452003100	:		_	82.40	
05/31/2019	153645	Centerpoint Energy	Monthly Billing	101-45200-3800	169.51	
05/31/2019	153645	·	Monthly Billing	101-45200-3800	32.14	

		С	Check Issue Dates: 5/17/2019 - 5/31/2019	May 3	1, 2019 10:10A	M
Check Issue Date	Check Number	Payee -	Description	Invoice GL Account	Check Amount	-
Total 10	01452003800	:		-	201.65	
05/31/2019 05/31/2019	153648 153648	Consolidated Communications Consolidated Communications	Monthly Billing Monthly Billing	- 101-45500-3800 101-45500-3800	47.99 3.51	
Total 10	01455003800	:		_	51.50	•
05/31/2019	20190451	Connors Plumbing & Heating Inc.	HVAC Reoaur	101-45500-4000	1,030.63	
Total 10	01455004000	:		-	1,030.63	
Total G	eneral Fund:			_	289,700.61	-
Airport 05/31/2019	153646	Cintas Corporation	Floor mat	230-49810-2170	3.84	
Total 23	30498102170	:		-	3.84	•
05/31/2019	153684	Stensrud Aviation	Airport Contract Payment	- 230-49810-3100	2,300.00	
Total 23	30498103100	:		-	2,300.00	
05/31/2019	51932	CenturyLink	Airport service	- 230-49810-3200	103.98	M
Total 23	30498103200	:		-	103.98	•
05/31/2019	153645	Centerpoint Energy	Monthly Billing	230-49810-3800	28.56	•
Total 23	30498103800	:		-	28.56	
05/31/2019 05/31/2019	20190449 153659	Christensen Tire Service Kibble Equipment	Mower Tire Replacement Mower Repair	230-49810-4000 230-49810-4000	382.40 243.22	
Total 23	30498104000	:			625.62	
Total Ai	irport:			_	3,062.00	_
Economic Do 05/31/2019		General f MN Life	May Life Insurance	261 - 46700-1330	4.13	_
Total 26	61467001330	:		_	4.13	
05/31/2019	51930	Reliance Standard	June LTD Insurance	261-46700-1340	11.16	М
Total 26	61467001340	:		_	11.16	_
05/31/2019	153662	Lau's Meat Market	food for Vision 2030 meeting	261-46700-3300	38.98	_
Total 26	61467003300	:		_	38.98	-
Total E	conomic Dev	elopment-General f:		-	54.27	-
Police Speci			E.W. 6	070 40070 0077	70.65	
05/31/2019 05/31/2019		Mittelsteadt, Brenda Mittelsteadt, Brenda	Filling fee reimbursement Damaged Tonno Cover replacement	278-46350-3000 278-46350-3000	70.00 449.00	

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 2	78463503000	:		-	519.00
Total P	olice Special	Revenue Fund:		_	519.00
Safe Haven (Grant				
05/31/2019	153668	MN Life	May Life Insurance	279-46350-1330	33.00
Total 2	79463501330	:		-	33.00
05/31/2019	51930	Reliance Standard	June LTD Insurance	279-46350-1340	31.09
Total 2	79463501340	:		_	31.09
Total S	afe Haven Gr	ant:		_	64.09
PEG Channe	el				
05/31/2019	20190442	B & H Photo	Hosa	290-41920-2170	14.56
05/31/2019	153676	RadioShack	Adapter for Podium	290-41920-2170	19.99
05/31/2019	153676	RadioShack	Adaptor	290-41920-2170	7.99
05/31/2019	153676	RadioShack	Adapter fo rPeg	290-41920-2170	12.99
Total 29	90419202170	:		_	55.53
Total P	EG Channel:			_	55.53
Capital Impr	ovement				
05/31/2019	153656	Heselton Construction LLC	Pay Request No. 1	430-43010-5560	137,638.14
05/31/2019	153683	Stantec Consulting Services Inc	Elm Project Engineering	430-43010-5560	28,190.48
05/31/2019	20190477	WSB & Associates Inc	3rd St NE Engineering Services	430-43010-5560	18,199.75
Total 4	30430105560	:		_	184,028.37
05/31/2019	153683	Stantec Consulting Services Inc	HVAC evaluation	430-43010-5787	1,197.00
Total 43	30430105787	:		_	1,197.00
Total C	apital Improv	ement:		-	185,225.37
Water				-	
05/31/2019	153670	Neleman, Paul	Reimbursement of SAC/WAC Charges	601-37175-0000	1,240.00
Total 60	01371750000	:		_	1,240.00
05/31/2019	153668	MN Life	May Life Insurance	601-49430-1330	16.50
05/31/2019		MN Life	May Life Insurance	601-49430-1330	20.62
Total 60	01494301330	:			37.12
05/31/2019	51930	Reliance Standard	June LTD Insurance	601-49430-1340	24.46
05/31/2019	51930	Reliance Standard	June LTD Insurance	601-49430-1340	24.88
Total 60	01494301340	:		-	49.34
05/31/2019		AmeriPride Services Inc AmeriPride Services Inc	uniform service uniform service	601-49430-2180 601-49430-2180	10.00 10.00

		C	Check Issue Dates: 5/17/2019 - 5/31/2019	May 3	1, 2019 10:10AM
Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 60	01494302180	:		-	20.00
05/31/2019	20190452	Core & Main LP	Main Supplies	- 601-49430-2230	113.23
Total 60	01494302230) <u>:</u>		-	113.23
05/31/2019	20190461	James Brothers Construction Inc.	james Brothers	601-49430-4000	1,130.10
Total 60	01494304000	ı:		-	1,130.10
05/31/2019	153668	MN Life	May Life Insurance	- 601-49585-1330	18.25
Total 60	01495851330	Ŀ		-	18.25
05/31/2019	51930	Reliance Standard	June LTD Insurance	601-49585-1340	20.56 M
Total 60	01495851340):			20.56
05/31/2019	153648	Consolidated Communications	Monthly Billing	601-49585-3200	42.66
05/31/2019		U.S. Postal Service	Postage - June utility bills	601-49585-3200 -	431.80
Total 60	01495853200):		-	474.46
05/31/2019	153668	MN Life	May Life Insurance	601-49586-1330	3.47
05/31/2019	153668	MN Life	May Life Insurance	601-49586-1330	1.98
05/31/2019	153008	MN Life	May Life Insurance	601-49586-1330 -	2.72
Total 60	01495861330):		-	8.17
05/31/2019	51930	Reliance Standard	June LTD Insurance	601-49586-1340	4.02 M
05/31/2019	51930	Reliance Standard	June LTD Insurance	601-49586-1340	2.58 M
05/31/2019	51930	Reliance Standard	June LTD Insurance	601-49586-1340 -	12.96 M
Total 60	01495861340):		_	19.56
05/31/2019	20190467	Pantheon Computer Systems Inc.	June monthly billing	601-49586-4950	897.25
Total 60	01495864950	:		_	897.25
05/31/2019	20190452	Core & Main LP	Valve project	601-49593-5300	545.66
Total 60	01495935300):		_	545.66
05/31/2019	153644	Born Well Drilling Inc.	Well 2	601-49593-5400	25.90
Total 60	01495935400):		_	25.90
Total W	/ater:			<u>-</u>	4,599.60
Sanitary Sew 05/31/2019		Neleman, Paul	Reimbursement of SAC/WAC Charges	602-37275-0000	1,090.00
	02372750000		. Cambardonian of Grottino Orlanges	-	1,090.00
05/31/2019		MN Life	May Life Incurance	- 602-49470-1330	29.70
03/3 1/2019	103008	IVIIV LIIG	May Life Insurance	002-49470-1330	29.70

Check ssue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
05/31/2019	153668	MN Life	May Life Insurance	602-49470-1330	1.65
Total 60	02494701330	:		_	31.35
05/31/2019	51930	Reliance Standard	June LTD Insurance	602-49470-1340	32.78
05/31/2019		Reliance Standard	June LTD Insurance	602-49470-1340	1.95
Total 60	02494701340	:		_	34.73
05/31/2019	153648	Consolidated Communications	Monthly Billing	602-49470-3200	407.22
Total 60	02494703200	:			407.22
05/31/2019	153645	Centerpoint Energy	Monthly Billing	602-49470-3800	69.88
Total 60	02494703800	:			69.88
05/31/2019	20190452	Core & Main LP	check valves	602-49470-4020	2,674.66
05/31/2019		Core & Main LP	bolts & gaskets	602-49470-4020	82.30
Total 6	02494704020	:		_	2,756.96
05/31/2019	153668	MN Life	May Life Insurance	602-49480-1330	61.88
Total 6	02494801330	:		_	61.88
05/31/2019	51930	Reliance Standard	June LTD Insurance	602-49480-1340	73.38
Total 6	02494801340	:		_	73.38
05/31/2019	153652	Double A Custom Pumping Inc	Biosolids Pumping	602-49480-2150	10,106.46
Total 60	02494802150	:		_	10,106.46
05/31/2019	153664	Martin's Flag Co Inc	Flags	602-49480-2170	256.96
05/31/2019	153673	NSI Lab Solutions	Lab Supplies	602-49480-2170	90.00
05/31/2019	153687	USA Blue Book	Lab Supplies	602-49480-2170	465.94
Total 60	02494802170	:		-	812.90
05/31/2019	20190463	John Henry Foster Minnesota Inc.	Compressor parts	602-49480-2210	1,088.31
Total 60	02494802210	:		_	1,088.31
05/31/2019	20190444	Bomgaars Supply	Parts & Supplies	602-49480-2230	23.98
Total 60	02494802230	:		_	23.98
05/31/2019	153646	Cintas Corporation	Janitorial supplies	602-49480-3100	19.28
05/31/2019	20190455	General Repair Service Inc.	Pump Repair	602-49480-3100	239.53
05/31/2019	20190462	Javens Mechanical Contracting Co.	MAU, unit heaters	602-49480-3100	523.76
05/31/2019	20190463	John Henry Foster Minnesota Inc.	Compressor Repair	602-49480-3100	781.25
05/31/2019	20190470	Southern MN Inspection Co. LLC	hoist Inspection	602-49480-3100	437.75
05/31/2019	20190470	Southern MN Inspection Co. LLC	Annual Inspection	602-49480-3100	279.37
05/31/2019	153682	Spee-Dee Delivery Service Inc.	Shipping charges	602-49480-3100	16.66

			neck issue Dates: 5/17/2019 - 5/31/2019	<u> </u>	51, 2019 10:10A	
Check ssue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	-
Total 60	02494803100	:		-	2,297.60	-
05/31/2019	153648	Consolidated Communications	Monthly Billing	602-49480-3200	145.42	
Total 60	02494803200	:		_	145.42	
05/31/2019 05/31/2019		Centerpoint Energy Xcel Energy	Monthly Billing April Service	602-49480-3800 602-49480-3800	1,628.17 4,998.15	
Total 60	02494803800	:		_	6,626.32	_
05/31/2019	153668	MN Life	May Life Insurance	602-49585-1330	18.25	_
Total 60	02495851330	:		_	18.25	_
05/31/2019	51930	Reliance Standard	June LTD Insurance	602-49585-1340	20.56	М
Total 60	02495851340	:		_	20.56	
05/31/2019 05/31/2019	153648 153686	Consolidated Communications U.S. Postal Service	Monthly Billing Postage - June utility bills	602-49585-3200 602-49585-3200	42.66 431.79	
Total 60	02495853200	:		_	474.45	_
05/31/2019 05/31/2019 05/31/2019		MN Life MN Life MN Life	May Life Insurance May Life Insurance May Life Insurance	602-49586-1330 602-49586-1330 602-49586-1330	3.47 1.98 2.72	
Total 60	02495861330	:			8.17	
05/31/2019 05/31/2019 05/31/2019	51930 51930 51930	Reliance Standard Reliance Standard Reliance Standard	June LTD Insurance June LTD Insurance June LTD Insurance	602-49586-1340 602-49586-1340 602-49586-1340	4.02 2.58 12.96	M
Total 60	02495861340	:		-	19.56	-
05/31/2019	20190467	Pantheon Computer Systems Inc.	June monthly billing	602-49586-4950	897.25	-
Total 60	02495864950	:		-	897.25	-
05/31/2019	153683	Stantec Consulting Services Inc	Micro Monitoring	602-49593-5300	49,295.65	-
Total 60	02495935300	:		-	49,295.65	-
Total Sa	anitary Sewer	:		-	76,360.28	-
lectric Utilit 05/31/2019	-	MN Life	May Life Insurance	604-49570-1330	2.11	_
Total 60	04495701330	:		_	2.11	_
05/31/2019	51930	Reliance Standard	June LTD Insurance	604-49570-1340	3.14	М
Total 60	04495701340	:			3.14	

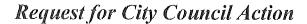
			Dileck Issue Dates. 3/11/2019 - 3/31/2019	, -	1, 2019 10.10AW
Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
05/31/2019	153668	MN Life	May Life Insurance	604-49571-1330	46.60
Total 60	04495711330	:			46.60
05/31/2019	51930	Reliance Standard	June LTD Insurance	604-49571-1340	69.28 N
Total 60	04495711340	:		_	69.28
05/31/2019 05/31/2019 05/31/2019	153663	Bomgaars Supply Locators & Supplies Inc. Locators & Supplies Inc.	Parts & Supplies Locate Supplies Truck supplies	604-49571-2170 604-49571-2170 604-49571-2170	27.96 244.61 69.78
Total 60	04495712170	:		_	342.35
05/31/2019 05/31/2019	20190470 20190470	Southern MN Inspection Co. LLC Southern MN Inspection Co. LLC	Lever Hoist inspection Annual Inspection	604-49571-3100 604-49571-3100	243.75 303.38
Total 60	04495713100	:		_	547.13
05/31/2019	153668	MN Life	May Life Insurance	604-49572-1330	4.69
Total 60	04495721330	:		_	4.69
05/31/2019	51930	Reliance Standard	June LTD Insurance	604-49572-1340	6.97 N
Total 60	04495721340	:		_	6.97
05/31/2019	153668	MN Life	May Life Insurance	604-49573-1330	8.45
Total 60	04495731330	:		-	8.45
05/31/2019	51930	Reliance Standard	June LTD Insurance	604-49573-1340	12.56 N
Total 60	04495731340	:		-	12.56
05/31/2019	20190466	M & R Electric Inc.	Electrician	604-49573-3100	165.47
Total 60	04495733100	:		_	165.47
05/31/2019 05/31/2019 05/31/2019	20190461 20190461 20190464	James Brothers Construction Inc. James Brothers Construction Inc. JT Services of MN	James Brothers James Brothers transformer bases	604-49573-4000 604-49573-4000 604-49573-4000	1,928.70 1,035.90 945.84
Total 60	04495734000	:		_	3,910.44
05/31/2019	153668	MN Life	May Life Insurance	604-49574-1330	2.38
Total 60	04495741330	:		_	2.38
05/31/2019	51930	Reliance Standard	June LTD Insurance	604-49574-1340	3.53 N
Total 60	04495741340	:		_	3.53
		MN Life		604-49584-1330	1.77

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 60)4495841330	:		-	1.77
05/31/2019	51930	Reliance Standard	June LTD Insurance	604-49584-1340	2.65
Total 60)4495841340	:			2.65
05/31/2019	153668	MN Life	May Life Insurance	604-49585-1330	18.36
Total 60)4495851330	:		_	18.36
05/31/2019	51930	Reliance Standard	June LTD Insurance	604-49585-1340	20.68
Total 60)4495851340	:		_	20.68
05/31/2019	153648	Consolidated Communications	Monthly Billing	604-49585-3200	79.97
05/31/2019	153648	Consolidated Communications	Monthly Billing	604-49585-3200	26.48
05/31/2019	153686	U.S. Postal Service	Postage - June utility bills	604-49585-3200 —	431.80
Total 60)4495853200	:		_	538.25
05/31/2019	153668	MN Life	May Life Insurance	604-49586-1330	2.81
05/31/2019		MN Life	May Life Insurance	604-49586-1330	3.80
05/31/2019		MN Life	May Life Insurance	604-49586-1330	2.81
Total 60)4495861330	:		_	9.42
05/31/2019	51930	Reliance Standard	June LTD Insurance	604-49586-1340	3.26
05/31/2019	51930	Reliance Standard	June LTD Insurance	604-49586-1340	4.94
05/31/2019	51930	Reliance Standard	June LTD Insurance	604-49586-1340 —	13.34
Total 60)4495861340	:		_	21.54
05/31/2019	153666	McGrann Shea Carnival Straughn & Lam	Attorney	604-49586-3000	90.00
Total 60)4495863000	:		_	90.00
05/31/2019	153679	Shred-it USA LLC	Monthly service	604-49586-3100	13.83
Total 60)4495863100	:		_	13.83
05/31/2019	20190467	Pantheon Computer Systems Inc.	June monthly billing	604-49586-4950	897.25
Total 60)4495864950	:		_	897.25
05/31/2019	20190445	Border States Electric Supply	Conversion Materials	604-49593-5300	362.87
05/31/2019	20190445	Border States Electric Supply	Conversion Materials	604-49593-5300	154.08
05/31/2019	20190445	Border States Electric Supply	Conversion Materials	604-49593-5300	33.88
05/31/2019	153651	Donahue Electric LLC	Service Conversion	604-49593-5300	1,080.37
05/31/2019	153683		Project Review	604-49593-5300	855.00
Total 60)4495935300	:		_	2,486.20
05/31/2019	20190464	JT Services of MN	transformer bases	604-49593-5400	7,326.28

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_	Check Amount	Invoice GL Account	Description	Payee	Check Number	Check Issue Date
— В	7,326.2	_		:	4495935400:	Total 60
3	16,551.3	_			ectric Utility:	Total Ele
					Utility	Storm Water
0	9.9	651-43140-1330 —	May Life Insurance	MN Life	153668	05/31/2019
0	9.9	_		:	1431401330:	Total 65
3 N	10.9	651-43140-1340	June LTD Insurance	Reliance Standard	51930	05/31/2019
3	10.9	_		:	1431401340:	Total 65
9	2.8	651-49585-1330	May Life Insurance	MN Life	153668	05/31/2019
9	2.8			:	1495851330:	Total 65
_ 5 N	3.2	651-49585-1340	June LTD Insurance	Reliance Standard	51930	05/31/2019
5	3.2	_		:	1495851340:	Total 65
7	26.9	_		tility:	orm Water Ut	Total St
5	28.0	701-43180-1330	May Life Insurance	MN Life	_	Central Garaç 05/31/2019
_	28.0	_	,	:	1431801330:	Total 70
– 0 N	33.2	701-43180-1340	June LTD Insurance	Reliance Standard	51930	05/31/2019
0	33.2			:	1431801340:	Total 70
	20.1	701-43180-2170	Shop supplies		20190458	05/31/2019
B —	265.5	701-43180-2170 —	nuts & bolts	Kimball Midwest	153660	05/31/2019
4	285.7	_		:	1431802170:	Total 70
ô	237.9	701-43180-2210	Parts	Auto Value Waseca	153642	05/31/2019
3	112.98	701-43180-2210	Shaft assembly	Deml Ford Lincoln Mercury Inc	153650	05/31/2019
7	209.8	701-43180-2210	vactron suppies	QC Supply LLC		05/31/2019
7 —	913.9	701-43180-2210 —	vactron supplies	QC Supply LLC	153675	05/31/2019
3 —	1,474.7	_		:	1431802210:	Total 70
9	32.9	701-43180-2400	Parts	Auto Value Waseca	153642	05/31/2019
9	39.9	701-43180-2400	Parts & Supplies	Bomgaars Supply	20190444	05/31/2019
8	72.9	_		:	1431802400:	Total 70
0	408.0	701-43180-3100	Annual Inspection	Southern MN Inspection Co. LLC	20190470	05/31/2019
_						
0	408.0	_		:	1431803100:	Total 70

CITY OF WASECA		Check Register - Council Check Issue Dates: 5/17/2019 - 5/31/2019		Page: 18 May 31, 2019 10:10AM	
Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Grand ⁷	Totals:				578,521.80
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Title:	Resolution 19-24 Distributed Energy Resource (DER-Renewable Energy) Policy,						
	Rules & Interconnection Proces	Rules & Interconnection Process					
Meeting Date:		Agenda Item Number:	6C				
Action:	☐ MOTION ☐ REQUESTS/PRESENTATIONS ☐ RESOLUTION ☐ ORDINANCE ☐ DISCUSSION	Supporting Documents:	Resolution 19-24 & the DER Policy, Rules & Interconnection Process				
Originating Department:	Electric Administration	Presented By:	City Manager				
Approved By City	Proposed Action:						
Manager:	Motion through the consent ag	genda to adopt Resolutio	n 19-24 Distributed Energy				
	Resource (DER-Renewable Ene	rgy) Policy, Rules & Inter	connection Process				
How does this item pertain to Vision 2030 goals?	Renewable energy resources, such as solar, will improve the quality of Waseca's community assets.						

BACKGROUND: Under Minnesota and Federal law, Municipal Utilities are obligated, as an unfunded mandate, to interconnect to power generation systems. Waseca Electric Utility residential and commercial customers are allowed to connect to the Electric Utility electric distribution system. The Utility is required to purchase electricity generated from those systems.

The Minnesota Public Utilities Commission (MPUC) has revised the policy, rules and interconnection process for distributed energy resources (DER). These changes require adoption by the Waseca City Council.

BUDGET IMPACT: Direct costs are passed through to the applicant. Based on the complex extent of the unfunded mandate, significant staff time is devoted to review and implementation.

POLICY QUESTION: The existing Council Policy, Chapter 4, provides City authority to implement specific rules, policies, processes and requirements for the operation of distributed energy resources with the Waseca Electric Utility.

ALTERNATIVES CONSIDERED: The State requires Council approval of interconnection policy, rules and interconnection process.

RECOMMENDATION: Motion through the Consent Agenda to adopt Resolution 19-24 the City of Waseca Electric Utility Distributed Energy Resources Interconnection Policies, Rules and Process.

RESOLUTION 19-24

A RESOLUTION OF THE CITY OF WASECA, MINNESOTA ADOPTING THE WASECA ELECTRIC UTILITY DISTRIBUTED ENERGY RESOURCES (DER-RENEWABLE ENERGY) POLICY, RULES & INTERCONNECTION PROCESS

WHEREAS, by order on September 28, 2004, the Minnesota Public Utilities Commission adopted Generic Standards for Utility Tariffs for Interconnection and Operation of Distributed Generation Facilities; and

WHEREAS, Minnesota Statutes Section 216B.1611, subdivision 3 required municipal utilities to adopt a generation tariff that addressed the issues included in the commission's order; and

WHEREAS, under Minnesota Statutes Section 216B.25, any order of the commission rescinding, altering, amending, or reopening a prior order shall have the same effect as an original order; and

WHEREAS, by order on August 13, 2018, the Minnesota Public Utilities Commission adopted an updated policy, rules and interconnection process for distributed energy resources replacing the standards adopted in 2004; and

WHEREAS, the City of Waseca Electric Utility Distributed Energy Resource Policy, Rules & Interconnection Process addresses the issues included in the commission's 2018 order; and

WHEREAS, this Distributed Energy Resource Interconnection Process functions in concert with the City of Waseca Electric Utility Policy regarding Distributed Energy Resources and Net Metering as well as its Rules Governing the Interconnection of Cogeneration and Small Power Production;

THEREFORE, BE IT RESOLVED that the Waseca City Council adopts the City of Waseca Electric Utility Distributed Energy Resources Policy, Rules & Interconnection Process.

Adopted this 4th day of June, 2019.

	R.D. SRP	
	MAYOR	
ATTEST:		
,,,,,		
MIKE ANDERSON		
ASSISTANT TO CITY MANAGER		



CITY OF WASECA ELECTRIC UTILITY RULES GOVERNING THE INTERCONNECTION OF COGENERATION AND SMALL POWER PRODUCTION FACILITIES

Part A. DEFINITIONS

- Subpart 1. Applicability. For purposes of these rules, the following terms have the meanings given them below.
- **Subp. 2. Average retail utility energy rate.** "Average retail utility energy rate" means, for any class of utility customer, the quotient of the total annual class revenue from sales of electricity minus the annual revenue resulting from fixed charges, divided by the annual class kilowatt-hour sales. The computation shall use data from the most recent 12- month period available.
- **Subp. 3. Backup power.** "Backup power" means electric energy or capacity supplied by the utility to replace energy ordinarily generated by a qualifying facility's own generation equipment during an unscheduled outage of the facility.
- **Subp. 4. Capacity.** "Capacity" means the capability to produce, transmit, or deliver electric energy, and is measured by the number of megawatts alternating current at the point of common coupling between a qualifying facility and the utility's electric system during a 15-minute interval period.
- **Subp. 5. Capacity costs.** "Capacity costs" means the costs associated with providing the capability to deliver energy. The utility capital costs consist of the costs of facilities from the utility and the utility's wholesale provider used to generate, transmit, and distribute electricity and the fixed operating and maintenance costs of these facilities.
- Subp. 6. Customer. "Customer" means the person named on the utility electric bill for the premises.
- **Subp. 7. Energy.** "Energy" means electric energy, measured in kilowatt-hours.
- **Subp. 8. Energy costs.** "Energy costs" means the variable costs associated with the production of electric energy. They consist of fuel costs and variable operating and maintenance expenses.
- **Subp. 9. Firm power.** "Firm power" means energy delivered by the qualifying facility to the utility with at least a 65 percent on-peak capacity factor in the month. The capacity factor is based upon the qualifying facility's maximum metered capacity delivered to the utility during the on-peak hours for the month.
- Subp. 10. Governing body. "Governing body" means the Waseca City Council.
- **Subp. 11.** Interconnection costs. "Interconnection costs" means the reasonable costs of connection, switching, metering, transmission, distribution, safety provisions, and administrative costs incurred by the utility that are directly related to installing and maintaining the physical facilities necessary to permit interconnected operations with a qualifying facility. Costs are considered interconnection costs only to the extent that they exceed the costs the utility would incur in selling electricity to the qualifying facility as a non-generating customer.
- **Subp. 12. Interruptible power.** "Interruptible power" means electric energy or capacity supplied by the utility to a qualifying facility subject to interruption under the provisions of the utility's tariff applicable to the retail class of customers to which the qualifying facility would belong irrespective of its ability to generate electricity.
- **Subp. 13. Maintenance power.** "Maintenance power" means electric energy or capacity supplied by a utility during scheduled outages of the qualifying facility.
- **Subp. 14. On-peak hours.** "On-peak hours" means either those hours formally designated by the utility as on-peak for ratemaking purposes or those hours for which its typical loads are at least 85 percent of its average maximum monthly loads.
- **Subp. 15. Point of distributed energy resource (DER) connection.** "Point of DER connection" means the point where the qualifying facility's generation system, including the point of generator output, is connected to the customer's electric system and meets the current definition of IEEE 1547.

- **Subp. 16. Purchase.** "Purchase" means the purchase of electric energy or capacity or both from a qualifying facility by the utility.
- **Subp. 17. Qualifying facility.** "Qualifying facility" means a cogeneration or small power production facility which satisfies the conditions established in Code of Federal Regulations, title 18, part 292. The initial operation date or initial installation date of a cogeneration or small power production facility must not prevent the facility from being considered a qualifying facility for the purposes of this chapter if it otherwise satisfies all stated conditions. The qualifying facility must be owned by a Customer and located in the utility service area.
- Subp. 18. Sale. "Sale" means the sale of electric energy or capacity or both by the utility to a qualifying facility.
- **Subp. 19a. Standby charge.** "Standby charge" means the charge imposed by the utility upon a qualifying facility for the recovery of costs for the provision of standby services necessary to make electricity service available to the qualifying facility.
- **Subp. 19b. Standby service.** "Standby service" means the service to potentially provide electric energy or capacity supplied by the utility to a qualifying facility greater than 40 kW.
- **Subp. 20. Supplementary power.** "Supplementary power" means electric energy or capacity supplied by the utility which is regularly used by a qualifying facility in addition to that which the facility generates itself.
- **Subp. 21. System emergency.** "System emergency" means a condition on the utility's system which is imminently likely to result in significant disruption of service to customers or to endanger life or property.
- Subp. 22. Utility. "Utility" means the City of Waseca Electric Utility.

Part B. SCOPE AND PURPOSE

The purpose of these rules is to implement certain provisions of Minnesota Statutes, §216B.164; the Public Utility Regulatory Policies Act of 1978, United States Code, title 16, §824a-3; and the Federal Energy Regulatory Commission regulations, Code of Federal Regulations, title 18, part 292. These rules shall be applied in accordance with their intent to give the maximum possible encouragement to cogeneration and small power production consistent with protection of the ratepayers and the public.

Part C. FILING REQUIREMENTS

Annually the utility shall file for review and approval, a cogeneration and small power production tariff with the governing body. The tariff must contain schedules 1-4.

SCHEDULE 1.

Schedule 1 shall contain the calculation of the average retail utility energy rates to be updated annually.

SCHEDULE 2.

Schedule 2 shall contain all standard contracts to be used with qualifying facilities, containing applicable terms and conditions.

SCHEDULE 3.

Schedule 3 shall contain the utility's adopted interconnection process, safety standards, technical requirements for distributed energy resource systems, required operating procedures for interconnected operations, and the functions to be performed by any control and protective apparatus.

SCHEDULE 4.

Schedule 4 shall contain the estimated average incremental energy costs by seasonal, peak and off-peak periods for the utility's power supplier from which energy purchases are first avoided. Schedule 4 shall also

contain the net annual avoided capacity costs, if any, stated per kilowatt-hour and averaged over the on-peak hours and over all hours for the utility's power supplier from which capacity purchases are first avoided. Both the average incremental energy costs and net annual avoided capacity costs shall be increased by a factor equal to 50 percent of the utility and the utility's power supplier's overall line losses due to distribution, transmission and transformation of electric energy.

Part D. AVAILABILITY OF FILINGS

All filings shall be maintained at the utility's general office and any other offices of the utility where rate tariffs are kept. The filings shall be made available for public inspection during normal business hours. The utility shall supply the current year's distributed generation rates, interconnection procedures and application form on the utility website, if practicable, or at the utility office.

Part E. REPORTING REQUIREMENTS

Annually the utility shall report to the governing body for its review and approval an annual report including information in subparts 1-3. The utility shall still comply with other federal and state reporting of distributed generation to federal and state agencies expressly required by statute.

Subpart 1. Summary of average retail utility energy rate. A summary of the qualifying facilities that are currently served under average retail utility energy rate.

Subp. 2. Other qualifying facilities. A summary of the qualifying facilities that are not currently served under average retail utility energy rate.

Subp. 3. Wheeling. A summary of the wheeling undertaken with respect to qualifying facilities.

Part F. CONDITIONS OF SERVICE

Subpart 1. Requirement to purchase. The utility shall purchase energy and capacity from any qualifying facility which offers to sell energy and capacity to the utility and agrees to the conditions in these rules.

Subp. 2. Written contract. A written contract shall be executed between the qualifying facility and the utility.

Part G. ELECTRICAL CODE COMPLIANCE

Subpart 1. Compliance; standards. The interconnection between the qualifying facility and the utility must comply with the requirements in the most recently published edition of the National Electrical Safety Code issued by the Institute of Electrical and Electronics Engineers. The interconnection is subject to subparts 2 and 3.

Subp. 2. Interconnection. The qualifying facility is responsible for complying with all applicable local, state, and federal codes, including building codes, the National Electrical Code (NEC), the National Electrical Safety Code (NESC), and noise and emissions standards. The utility shall require proof that the qualifying facility is in compliance with the NEC before the interconnection is made. The qualifying facility must obtain installation approval from an electrical inspector recognized by the Minnesota State Board of Electricity.

Subp. 3. Generation system. The qualifying facility's generation system and installation must comply with the American National Standards Institute/Institute of Electrical and Electronics Engineers (ANSI/IEEE) standards applicable to the installation.

Part H. RESPONSIBILITY FOR APPARATUS

The qualifying facility, without cost to the utility, must furnish, install, operate, and maintain in good order and repair any apparatus the qualifying facility needs in order to operate in accordance with schedule 3.

Part I. TYPES OF POWER TO BE OFFERED; STANDBY SERVICE

Subpart 1. Service to be offered. The utility shall offer maintenance, interruptible, supplementary, and backup power to the qualifying facility upon request.

Subp. 2. Standby service. The utility shall offer a qualifying facility standby power or service at the utility's applicable standby rate schedule.

Part J. DISCONTINUING SALES DURING EMERGENCY

The utility may discontinue sales to the qualifying facility during a system emergency, if the discontinuance and recommencement of service is not discriminatory.

Part K. RATES FOR UTILITY SALES TO A QUALIFYING FACILITY

Rates for sales to a qualifying facility are governed by the applicable tariff for the class of electric utility customers to which the qualifying facility belongs or would belong were it not a qualifying facility. Such rates are not guaranteed and may change from time to time at the discretion of the utility.

Part L. STANDARD RATES FOR PURCHASES FROM QUALIFYING FACILITIES

Subpart 1. Qualifying facilities with 100-kilowatt capacity or less. For qualifying facilities with capacity of 100 kilowatts or less, standard purchase rates apply. The utility shall make available four types of standard rates, described in parts M, N, O, and P. The qualifying facility with a capacity of 100 kilowatts or less must choose interconnection under one of these rates, and must specify its choice in the written contract required in part V. Any net credit to the qualifying facility must, at its option, be credited to its account with the utility or returned by check or comparable electronic payment service within 15 days of the billing date. The option chosen must be specified in the written contract required in part V. Qualifying facilities remain responsible for any monthly service charges and demand charges specified in the tariff under which they consume electricity from the utility.

Subp. 2. Qualifying facilities over 100-kilowatt capacity. A qualifying facility with more than 100-kilowatt capacity has the option to negotiate a contract with the utility or, if it commits to provide firm power, be compensated under standard rates.

Part M. AVERAGE RETAIL UTILITY ENERGY RATE

Subpart 1. Applicability. The average retail utility energy rate is available only to customer-owned qualifying facilities with capacity of less than 40 kilowatts which choose not to offer electric power for sale on either a time-of-day basis, a simultaneous purchase and sale basis or roll-over credit basis.

- **Subp. 2. Method of billing.** The utility shall bill the qualifying facility for the excess of energy supplied by the utility above energy supplied by the qualifying facility during each billing period according to the utility's applicable retail rate schedule.
- **Subp. 3. Additional calculations for billing.** When the energy generated by the qualifying facility exceeds that supplied by the utility to the customer at the same site during the same billing period, the utility shall compensate the qualifying facility for the excess energy at the average retail utility energy rate.

Part N. SIMULTANEOUS PURCHASE AND SALE BILLING RATE

- **Subpart 1.** Applicability. The simultaneous purchase and sale rate is available only to qualifying facilities with capacity of less than 40 kilowatts which choose not to offer electric power for sale on average retail utility energy rate basis, time-of-day basis or roll- over credit basis.
- **Subp. 2. Method of billing.** The qualifying facility must be billed for all energy and capacity it consumes during a billing period according to the utility's applicable retail rate schedule.
- **Subp. 3. Compensation to qualifying facility; energy purchase.** The utility shall purchase all energy which is made available to it by the qualifying facility. At the option of the qualifying facility, its entire generation must be deemed to be made available to the utility. Compensation to the qualifying facility must be the energy rate shown on schedule 4.
- **Subp. 4. Compensation to qualifying facility; capacity purchase.** If the qualifying facility provides firm power to the utility, the capacity component must be the utility's net annual avoided capacity cost per kilowatt-hour averaged over all hours shown on schedule 4, divided by the number of hours in the billing period. If the qualifying facility does not provide firm power to the utility, no capacity component may be included in the compensation paid to the qualifying facility.

Part O. TIME-OF-DAY PURCHASE RATES

- **Subpart 1. Applicability.** Time-of-day rates are required for qualifying facilities with capacity of 40 kilowatts or more and less than or equal to 100 kilowatts, and they are optional for qualifying facilities with capacity less than 40 kilowatts. Time-of-day rates are also optional for qualifying facilities with capacity greater than 100 kilowatts if these qualifying facilities provide firm power.
- **Subp. 2. Method of billing.** The qualifying facility must be billed for all energy and capacity it consumes during each billing period according to the utility's applicable retail rate schedule.
- **Subp. 3. Compensation to qualifying facility; energy purchases.** The utility shall purchase all energy which is made available to it by the qualifying facility. Compensation to the qualifying facility must be the energy rate shown on schedule 4.
- **Subp. 4. Compensation to qualifying facility; capacity purchases.** If the qualifying facility provides firm power to the utility, the capacity component must be the capacity cost per kilowatt shown on schedule 4 divided by the number of on-peak hours in the billing period. The capacity component applies only to deliveries during on-peak hours. If the qualifying facility does not provide firm power to the utility, no capacity component may be included in the compensation paid to the qualifying facility.

Part P. ROLL-OVER CREDIT PURCHASE RATES

- **Subpart 1.** Applicability. The roll-over credit rate is available only to qualifying facilities with capacity of less than 40 kilowatts which choose not to offer electric power for sale on average retail utility energy rate basis, time-of-day basis or simultaneous purchase and sale basis.
- **Subp. 2. Method of billing.** The utility shall bill the qualifying facility for the excess of energy supplied by the utility above energy supplied by the qualifying facility during each billing period according to the utility's applicable retail rate schedule.
- **Subp. 3. Additional calculations for billing.** When the energy generated by the qualifying facility exceeds that supplied by the utility during a billing period, the utility shall apply the excess kilowatt hours as a credit to the

next billing period kilowatt hour usage. Excess kilowatt hours that are not offset in the next billing period shall continue to be rolled over to the next consecutive billing period. Any excess kilowatt hours rolled over that are remaining at the end of each calendar year shall cancel with no additional compensation.

Part Q. CONTRACTS NEGOTIATED BY CUSTOMER

A qualifying facility with capacity greater than 100 kilowatts must negotiate a contract with the utility setting the applicable rates for payments to the customer of avoided capacity and energy costs.

Subpart 1. Amount of capacity payments. The qualifying facility which negotiates a contract under part Q must be entitled to the full avoided capacity costs of the utility. The amount of capacity payments will be determined by the utility and the utility's wholesale power provider.

Subp. 2. Full avoided energy costs. The qualifying facility which negotiates a contract under part Q must be entitled to the full avoided energy costs of the utility. The costs must be adjusted as appropriate to reflect line losses.

Part R. WHEELING

Qualifying facilities with capacity of 30 kilowatts or greater, are interconnected to the utility's distribution system and choose to sell the output of the qualifying facility to any other utility, must pay any appropriate wheeling charges to the utility. Within 15 days of receiving payment from the utility ultimately receiving the qualifying facility's output, the utility shall pay the qualifying facility the payment less the charges it has incurred and its own reasonable wheeling costs.

Part S. NOTIFICATION TO CUSTOMERS

Subpart 1. Contents of written notice. Following each annual review and approval by the utility of the cogeneration rate tariffs the utility shall furnish in the monthly newsletter or similar mailing, written notice to each of its customers that the utility is obligated to interconnect with and purchase electricity from co-generators and small power producers.

Subp. 2. Availability of information. The utility shall make available to all interested persons upon request, the interconnection process and requirements adopted by the utility, pertinent rate schedules and sample contractual agreements.

Part T. DISPUTE RESOLUTION

In case of a dispute between a utility and a qualifying facility or an impasse in the negotiations between them, either party may request the governing body to determine the issue.

Part U. INTERCONNECTION CONTRACTS

Subpart 1. Interconnection standards. The utility shall provide a customer applying for interconnection with a copy of, or electronic link to, the utility's adopted interconnection process and requirements.

Subp. 2. Existing contracts. Any existing interconnection contract executed between the utility and a qualifying facility with capacity of less than 40 kilowatts remains in force until terminated by mutual agreement of the parties or as otherwise specified in the contract. The governing body has assumed all dispute responsibilities as listed in existing interconnection contracts. Disputes are resolved in accordance with Part T.

Subp. 3. Renewable energy credits; ownership. Generators own all renewable energy credits unless other ownership is expressly provided for by a contract between a generator and the utility.

Part V. UNIFORM CONTRACT

The form for uniform contract that shall be used between the utility and a qualifying facility having less than 40 kilowatts of capacity is as shown in subpart 1.

Subpart 1. Uniform Contract for Cogeneration and Small Power Production Facilities. (See attached contract form.)



CITY OF WASECA ELECTRIC UTILITY POLICY REGARDING DISTRIBUTED ENERGY RESOURCES (DER) AND NET METERING

To establish the application procedure and qualification criteria for all customers for the delivery, interconnection, metering and purchase of electricity from distributed energy resource facilities and to comply with applicable laws and rules governing distributed energy resources.

The City of Waseca Electric Utility recognizes its obligation to provide interconnection to eligible qualifying facilities and will comply with all applicable laws and rules governing distributed energy resources.

For purposes of this policy, the following terms have the meanings given them:

- A. Average retail energy rate the average of the retail energy rates, exclusive of special rates based on income, age, or energy conservation, according to the applicable rate schedule of the utility for sales to the class of customer of which the customer/qualifying facility belongs.
- B. **Avoided costs** the incremental costs to the utility of electric energy or capacity or both which, but for the purchase from the qualifying facility, the utility would generate itself or purchase from another source.
- C. Contract the written agreement between the customer/qualifying facility and the utility, as established in the utility's Rules Governing Interconnection of Cogeneration and Small Power Production.
- D. **Distributed energy resource (DER)** a distributed generation system incorporated with or without an electric storage system.
- E. **Interconnection application** the form to be used by the customer to submit its formal request for interconnection to the utility and which shall be substantially similar in form to that contained in the Distributed Energy Resources Interconnection Process adopted by the utility.
- F. Interconnection rules any applicable rules developed in accordance with Minnesota Statutes §§216B.164 and 216B.1611. This includes the utility's Rules Governing Interconnection of Cogeneration and Small Power Production. It also includes the utility's Distributed Energy Resources Interconnection Process which includes its Simplified Process, Fast Track Process, and Study Process as well as the technical requirements incorporated therein or any future technical requirements adopted by the utility.
- G. **Measured capacity** for purposes of determining capacity, it shall be measured based on the highest fifteen (15) minute average demand of the unit in any one billing period.
- H. **Net metering/net billing** the process whereby the customer and the utility compensate each other based on the difference in the amount of energy each sells to the other at the net metered facility.
- I. **Net metered facility** an electric generation facility constructed for the purpose of offsetting energy use through the use of renewable energy or high efficiency generation sources with a capacity of less than 40 kilowatts that has elected in writing to be compensated for excess generation through net metering/net billing.
- J. **Total generator nameplate capacity** the nominal voltage (V), current (A), maximum active power (kWac), apparent power (kVA), and reactive power (kvar) at which a distributed energy resource (DER), is capable of sustained operation. For a qualifying facility with

multiple units, the total generator capacity is equal to the sum of all individual DER units' nameplate rating in the qualifying facility. The DER system's total generation capacity may, with the utility's agreement, be limited thought use of control systems, power relays or similar device settings or adjustments as identified in IEEE 1547. The customer must fully, accurately and completely disclose in its interconnection application to the utility, the technical specifications for any capacity limiting device contemplated and the customer shall furnish the utility with any factory manuals or other similar documents requested from the utility regarding such limiting or other control devices which factor into the calculation of total generator capacity.

- K. Qualifying facility a cogeneration or small power production facility which satisfies the conditions established in Code of Federal Regulations, title 18, part 292. The qualifying facility must be owned by a customer of the utility and located in the utility service area.
- L. **Utility** City of Waseca Electric Utility.

In the event an inconsistency exists between terms in this policy and those established by applicable statute, rule or court order, then the definition so established shall supersede the definition used in this policy and shall govern.

All customers are eligible for distributed generation, interconnection with the utility's distribution system and application of net metering upon the following terms and conditions.

- 1. The customer must meet the eligibility requirements set forth in the federal Public Utility Regulatory Policies Act of 1978 (PURPA) *18 C.F.R. 292.303, 292.304 and Minnesota's distributed generation laws. Minn. Stat. §216B.164.
- 2. The customer shall complete, sign and return to utility either the Interconnection Application or the Simplified Process Application in the form prescribed in the utility's Distributed Energy Resources Interconnection Process. The application shall be approved by the utility prior to the customer beginning the project. The customer signature on the application indicates the customer shall follow the steps outlined in the utility's interconnection rules.
- 3. The customer shall enter into a written contract with the utility using the uniform contract contained in the utility's Rules Governing Interconnection of Cogeneration and Small Power Production.
- 4. The qualifying facility shall pay the utility for all reasonable costs of interconnection including those costs outlined in Minnesota Statute 216B.164, the utility's DER Interconnection Process, and the State of Minnesota Interconnection Technical Requirements.
- 5. The qualifying facility's total generator nameplate capacity shall be less than 40 kW and the facility shall operate at a measured capacity of less than 40 kW at all times to qualify for net metering/net billing or roll over credit compensation.
- 6. The utility may limit the capacity and operating characteristics of qualifying facility single phase generators in a manner consistent with the utility limitations for single phase motors, when necessary to avoid a qualifying facility from causing problems with the service of other customers.

- 7. The utility may require the qualifying facility to discontinue parallel generation operations when necessary for system safety.
- 8. The power output from the qualifying facility must be maintained so that frequency and voltage are compatible with normal utility service and do not cause that service to fall outside the prescribed limits of interconnection rules and other standard limitations.
- 9. The qualifying facility shall keep in force general liability insurance against personal or property damage due to the installation, interconnection, and operation of its electric generating facilities. The amount of insurance coverage shall be the maximum amount of said insurance for a qualifying facility or net metered facility as outlined in the utility's DER Interconnection Process.
- 10. Failure of the qualifying facility to operate its distributed energy resource at a measured capacity below the 40 kW AC capacity limit established by Minn. Stat. §216B.164, Sub. 3 and as contemplated by this policy, shall result in the following. The utility will notify the customer/qualifying facility of the fact that its generating equipment has failed to operate below the 40 kW AC maximum capacity and will provide the customer/qualifying facility with the date, time and kW reading that substantiate this finding.
- 11. The utility shall compensate the customer/qualifying facility for all metered electricity produced by said qualifying facility during the thirty (30) day period during which the failure occurred, at the utility's wholesale power supplier's avoided cost rate.
- 12. The utility shall continue to pay the customer/qualifying facility for subsequent electricity produced and delivered pursuant to the contract, at the utility's wholesale power supplier's avoided cost rate until:
 - 1. The problem with the generator that caused it to operate at or above the statutory maximum capacity has been remedied; and
 - 2. The utility has been provided documentation adopted by a Minnesota Professional Engineer that confirms the problem with the generator has been remedied.
- 13. Any customer account eligible for net metering/net billing is not eligible for any other load management discounts unless agreed to by the utility.
- 14. Payment for the purchase of the qualifying facility's electricity herein shall be in the form of a credit on the customer's monthly billing invoice or paid by check or electronic payment to the customer within fifteen (15) days of the billing date, whichever is selected and indicated in the contract.
- 15. The customer must be, and continue to be, current with payment on its electric account with utility.
- 16. The customer must not enter into any arrangement that violates the utility's exclusive right to provide electric service in its service area under Minnesota Statutes §§216B.37-44.
- 17. In the event that the distributed generator fails to meet the requirements of this policy for a total distributed generation capacity of less than 40 kW AC, and fails to satisfy the corrective requirements set forth in Section 12 above, then the utility will have the right to (1) cancel the contract with the owner of the qualifying facility, and (2) enter into a new contract with the owner of the qualifying facility that, among other changes, adjusts the qualifying facility's rated capacity and specifies avoided cost pricing for the qualifying facility's output. To the extent that the utility does not have the obligation to make purchases from qualifying facilities of 40 kW or greater due to transfer of the obligation to

the utility's wholesale supplier that has been approved by the Federal Energy Regulatory Commission, the new agreement will be between the utility's wholesale supplier and the qualifying facility. In either case, the utility (and, as applicable, the utility's wholesale supplier) and the owner of the qualifying facility will cooperate in the transition from the form of contract set forth in the utility's Rules Governing Interconnection of Cogeneration and Small Power Production to a new form of contract appropriate to a qualifying facility with a capacity of 40 kW or greater.

18. Fully executed interconnection contracts for distributed energy resources may be canceled in the event the distributed energy resource fails to interconnect to the utility's distribution system within twelve (12) months of signing of the interconnection contract by the qualifying facility and the utility.



INTERCONNECTION PROCESS

Process Overview

ABSTRACT

Information for interconnecting all Distributed Energy Resources smaller than 10 megawatts in size to the utility distribution system.

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Foreword

The State of Minnesota currently has interconnection process standards in effect to address the interconnection of distributed energy resources (DER) to the distribution grid. Under Minnesota Statute §216B.1611, cooperatives and municipals shall adopt an interconnection process that addresses the same issues as the interconnection process approved by the Minnesota Public Utilities Commission. The City of Waseca Electric Utility Distributed Energy Resources Interconnection Process (Interconnection Process) applies to any DER no larger than 10-megawatts (MW) AC interconnecting to and operating in parallel with the City of Waseca Electric Utility distribution system in Minnesota. This interconnection process document is designed to be customer-centric when explaining the steps and details to interconnect DER systems to the distribution grid.

The Interconnection Process is comprised of four manuals: 1) Process Overview, 2) Simplified Process, 3) Fast Track Process, and 4) Study Process and also contains several forms, including a final Interconnection Agreement. For the majority of DER interconnections, only the Process Overview and the Simplified Process manuals will apply. For larger and more complex DER interconnections, the Fast Track Process or the Study Process may apply.

As part of the Interconnection Process, an Interconnection Agreement is to be executed prior to interconnecting a DER system to the utility distribution grid. For most DER interconnections, the utility's Contract for Cogeneration and Small Power Production Facilities (Uniform Contract) will be used. For DER systems that do not fall under the terms of the Uniform Contract, the Municipal Minnesota Interconnection Agreement (MMIA) will apply.

The process to interconnect a DER system to the distribution grid starts with the submission of an Interconnection Application. Each track has different information that is requested in the application and the non-refundable interconnection application fees will vary. Both the electric utility and the interconnecting customer have timelines that are enforced to ensure a timely application review, contract execution and interconnection commissioning.

The key to a successful interconnection of a DER system is communication between all parties. Timely submission of the Interconnection Application prior to the purchase and installation of a DER system is required. The Utility encourages customers to ask questions throughout the interconnection process. Interconnecting a DER system to the distribution grid is not an effortless process, but it does not need to be a problematic process either.

1 Key Terminology

1.1. Distributed Energy Resource

Distributed Energy Resources, DER, were often referred to in past interconnection processes as Distributed Generation, DG, and on occasion also interchanged with the term Qualifying Facility, QF. This Interconnection Process uses the term DER to address all types of generation and energy resources that can be interconnected to the electric Distribution System. DER technologies can include photovoltaic solar systems, wind turbines, storage batteries or diesel generators and are not limited to renewable types of technologies.

1.2. Point of Common Coupling (PCC) / Point of DER Connection (POC)

DER systems often reside behind the utility's revenue meter of a residence or business. The meter is normally the point of demarcation between the utility-owned equipment and the customer-owned equipment. The term Point of Common Coupling, PCC, is the demarcation location between the utility and the customer.

The Point of DER Connection, PoC, can be different from the PCC. The PoC is the location where a DER system would interconnect to the electrical system normally owned by the customer. For example, the PoC for a rooftop photovoltaic solar system may be the main electrical panel in a customer's home.

1.3. Capacity

Throughout the Interconnection Process will be references to the capacity of the DER system. In most cases, the capacity listed is referring to the Nameplate Capacity of the DER system. All capacity references will be in alternating current, AC.

There can be multiple DER systems with different PoCs that all have the same PCC submitted on a single interconnection application. The capacity for this type of interconnection would be the aggregate Nameplate Capacity of all DER systems at the individual PoCs. Additional examples of DER system arrangements can be seen in Section 13 under the definition of Point of Common Coupling.

2 Roles

2.1. Overview

During the interconnection process for a proposed DER system, there may be multiple entities involved in the application, approval and commissioning processes. The main entities that are involved during the Interconnection Process for a proposed DER system are the Interconnection Customer, the Application Agent and the DER

Interconnection Coordinator. Official definitions of each entity are defined in the Glossary (Section 13). Additional details are explained in the subsections below.

2.2. DER Interconnection Coordinator

The utility is referred to as the Area Electric Power Supply Operator in this Interconnection Process. The Area EPS Operator shall designate a DER Interconnection Coordinator to serve as a single point of contact from which general information on the application process may be obtained. The DER Interconnection Coordinator shall be available to provide coordination assistance with the Interconnection Customer but is not responsible for directly answering or resolving all of the issues involved in review and implementation of the interconnection process and standards.

The contact information of the DER Interconnection Coordinator will be posted on the Area EPS Operator's website if feasible or available from the utility.

2.3. Interconnection Customer

The owner of the proposed DER system and the entity requesting interconnection to the distribution system.

2.4. Application Agent

The Interconnection Customer may designate, on the Interconnection Application or in writing after the application has been submitted, an Application Agent to serve as a single point of contact to coordinate with the DER Interconnection Coordinator on their behalf. Designation of an Application Agent does not absolve the Interconnection Customer from signing application and other documents and the responsibilities outlined in the Interconnection Process or in interconnection agreements. DER vendors, project managers or electricians are common entities that the Interconnection Customer may designate to perform this role.

2.5. Engineering Roles

Either party may designate a specific person to be a single point of contact to provide technical expertise during the Interconnection Process for themselves or their organization. The person to supply engineering expertise may be a third party such as an engineering consultant or manufacturer's engineer.

3 Processes

3.1. Overview

The Interconnection Process applies to any DER no larger than 10 MW AC interconnecting to and operating in parallel with an Area EPS distribution system in

Minnesota. Interested parties with plans to interconnect DER systems larger than 10 MW AC to the distribution system should contact the Area EPS Operator for a case-specific interconnection process. Federal Energy Regulatory Commission's (FERC) interconnection process will supersede any interconnection process the Area EPS Operator has for DER system interconnections that fall under the jurisdiction of FERC.

The Interconnection Process for DER is broken into three different tracks; the Simplified Process, the Fast Track Process, and the Study Process. The general classification of each track is summarized in Table 3.1 below.

TrackDER TechnologySize LimitationsSimplified ProcessCertified Inverter only20 kW ACFast Track ProcessAll types5 MW ACStudy ProcessAll types10 MW AC

Table 3.1. Interconnection Process Tracks

If engineering screens are failed during the application process, a proposed DER interconnection may be moved into a different track. When a proposed DER interconnection is moved into a different track, additional information may be requested and additional fees may apply.

3.2. Importance of Process Timelines

It is very important to pay attention to timelines listed for each process track. The timelines exist for an orderly and efficient process to interconnect DER systems to the Distribution System. If a timeline is missed by an Interconnection Customer, without the Interconnection Customer requesting a Timeline Extension explained in Section 10, the Interconnection Application will be deemed withdrawn by the Area EPS Operator.

The Area EPS Operator also needs to abide by the timelines listed for each process track. The process for an Area EPS Operator to request Timeline Extensions is also addressed in Section 10.

Unless otherwise stated, all time frames are measured in Business Days. For the purpose of measuring these time intervals, the time shall be computed so as to exclude the first and include the last day of the prescribed duration of time. Any communication sent or received after 4:30 p.m. Central Prevailing Time or on a Saturday, Sunday or Holiday shall be considered to be sent on the next Business Day.

3.3. Simplified Process

An application to interconnect a certified¹, inverter-based DER system no larger than 20 kilowatts (kW) shall be evaluated under the Simplified Process. A common form of DER inverter certification is UL 1741. Proposed DER systems that require Area EPS system modifications to accommodate the interconnection do not qualify for the Simplified Process. A transformer change, fusing upgrades or line extensions are common examples of Area EPS system modification. Simplified Process eligibility does not imply or indicate the Interconnection Application will pass the initial review screens. Failure to pass the screens will route the Interconnection Application to the Fast Track Process.

3.4. Fast Track Process

An application to interconnect a DER shall be evaluated under the Fast Track Process if the eligibility requirements are not exceeded in Table 3.2 and the application does not qualify for the Simplified Process. Fast Track eligibility for DERs is determined based upon the generator type, the size of the generator, voltage of the line, and the location and type of line at the Point of Common Coupling, (PCC). All synchronous and induction machines must be no larger than 2 MW to be eligible for Fast Track Process consideration.

Line Voltage	Fast Track Eligibility ² Regardless of Location	Fast Track Eligibility for certified, inverter-based DER on a Mainline ³ and ≤ 2.5 Electrical Circuit Miles from Substation ⁴
< 5 kV	≤ 500 kW	≤ 500 kW
≥ 5 kV and < 15 kV	≤1 MW	≤ 2 MW
≥ 15 kV and < 30 kV	≤ 2 MW	≤ 4 MW
≥ 30 kV and ≤ 69 kV	≤ 4 MW	≤ 5 MW

Table 3.2. Fast Track Eligibility for DER

In addition to the size threshold, the Interconnection Customer's proposed DER must meet the codes, standards and certification requirements found in Section 14 and Section Error! Reference source not found.

¹ Additional information regarding certified equipment is found in Sections 14 and 15.

² Synchronous and induction machine eligibility is limited to no more than 2 MW even when line voltage is greater than 15 kV.

³ For purposes of this table, a Mainline is the three-phase backbone of a circuit. It will typically constitute lines with wire sizes of 4/0 American wire gauge, 266 kcmil, 336.4 kcmil, 397.5 kcmil, 477 kcmil and 795 kcmil.

⁴ An Interconnection Customer can determine this information about its proposed interconnection location in advance by requesting a pre-application report described in Section 5.

3.5. Study Process

An application to interconnect a DER that does not meet the Simplified Process or Fast Track Process eligibility requirements or does not pass the review as described in either process, shall be evaluated under the Study Process.

3.6. Process Assistance

Prior to submitting an Interconnection Application, the Interconnection Customer may ask the Area EPS Operator's DER Interconnection Coordinator which process track a proposed interconnection is subject to and about additional details regarding each process track.

An Interconnection Customer can obtain, through an informal request, general information about the Interconnection Process and about potentially Affected System(s) for a proposed interconnection at a specific location. The existing electric system information provided to the Interconnection Customer should include relevant system study results, interconnection studies, and other materials useful to an understanding of an interconnection at a particular point on the Area EPS Operator's System. Information will be provided to the extent such provision does not violate the privacy policies of the Area EPS Operator, confidentiality provisions of prior agreements or critical infrastructure requirements. The Area EPS Operator shall comply with reasonable requests for such information.

4 Interconnection Application

4.1. Overview

Each process track has different information that needs to be provided to the Area EPS Operator. Table 4.1 indicates which application is to be completed in its entirety and submitted to the Area EPS Operator to start the interconnection process for the proposed DER system.

Table 4.1. Interconnection Application

Process Track	Application
Simplified	Simplified Interconnection Application
Fast Track	Standard Interconnection Application
Study	Standard Interconnection Application

The Area EPS Operator will provide all necessary Interconnection Applications, Interconnection Process documents and sample interconnection agreements on its website if possible. The Area EPS Operator will also accept Interconnection Applications

submitted electronically either through a web portal or to an email address specified by the Area EPS Operator. The Area EPS Operator may allow the Interconnection Application to be submitted with an electronic signature.

4.2. Availability of Information

The Area EPS Operator will provide all necessary Interconnection Applications, Interconnection Process documents and sample interconnection agreements on its website if possible. If a website is not available, the applicable documents will be readily available at the Area EPS Operator's main office.

The Area EPS Operator will establish a public queue of active interconnection applications on its website once the Area EPS Operator has received at least 40 completed Interconnection Applications in a year. The public queue will be updated, at minimum, on a monthly basis.

4.3. Interconnection Application Process Fees

Each Interconnection Application submitted to the Area EPS Operator must include the appropriate interconnection application process fee prior to the Area EPS Operator reviewing the Interconnection Application. The required process fee for each process track is listed in Table 4.2.

Р	rocess Track	Process Fee
Simplified		\$100
Foot Trook	Certified ⁵ System	\$100 + \$1/kW
Fast Track	Non-Certified System	\$100 + \$2/kW
Study		\$1,000 + \$2/kW down payment.
		Additional study fees may apply.

Table 4.2. Interconnection Application Process Fee

4.4. Application Review Timelines

The Interconnection Application shall be date- and time-stamped upon initial, and if necessary, resubmission receipt. The Area EPS Operator shall notify the Interconnection Customer if the Interconnection Application is deemed incomplete within ten (10) Business Days. This notification shall include a written list detailing all information that must be provided to complete the Interconnection Application. Depending on the process track the Interconnection Customer has between five (5) and ten (10) Business Days to provide the missing information unless additional time is

⁵ Additional information regarding certified equipment is found in Sections 14 and 15.

requested with valid reasons. Failure to submit the requested information within the stated timeline will result in the Interconnection Application being withdrawn.

An Interconnection Application will be deemed complete upon submission to the Area EPS Operator when all documents, fees and information required with the Interconnection Application adhering to Minnesota Technical Requirements are included. The time- and date- stamp of the completed Interconnection Application shall be accepted as the qualifying date for purposes of establishing a queue position as described in Section 4.7.

Depending on the process track the Area EPS Operator has either a total of twenty (20) Business Days or twenty-five (25) Business Days to complete the Interconnection Application review and submit notice back to the Interconnection Customer stating the proposed DER system may proceed with the interconnection process or the proposed DER system requires additional engineering studies. The period of time when waiting for the Interconnection Customer to provide missing information is not included in the Area EPS Operator's twenty (20) Business Days or twenty-five (25) Business Days review timeline.

4.5. Comparability

The Area EPS Operator shall receive, process and analyze all Interconnection Applications in a timely manner. The Area EPS Operator shall use the same Reasonable Efforts in processing and analyzing Interconnection Applications from all Interconnection Customers.

4.6. Changing Process Queues

During the review of the initially submitted Interconnection Application for the proposed DER system, the Area EPS Operator may determine the proposed DER system should be in a different process track. For proposed DER systems that are moved into a different process track after submittal of the initial application, the difference between the originally submitted processing fee and the current process track's processing fee will be assessed. In addition, the Area EPS Operator may request the Interconnection Customer to provide additional information regarding the proposed DER system.

4.7. Queue Position

The Area EPS Operator shall maintain a single, administrative queue and may manage the queue by geographical region. The queue position of each completed Interconnection Application is used to determine the engineering review. The queue position is also used to determine the cost responsibility for system upgrades necessary to accommodate the interconnection.

An Interconnection Application will retain its queue number even when it is moved into a different process track. An Interconnection Application can lose its queue position if the Interconnection Customer misses timelines in the applicable process track. The Interconnection Customer and Area EPS Operator have the opportunity to request timeline extensions which are explained in detail in Section 10.

4.8. Site Control

Documentation of site control must be submitted with the Interconnection Application. Site control may be demonstrated by any of the following:

- Ownership of, a leasehold interest in, or a right to develop a site for the purpose of constructing the DER system.
- An option to purchase or acquire a leasehold site for constructing the DER system.
- An exclusivity or other business relationship between the Interconnection
 Customer and the entity having the right to sell, lease, or grant to the
 Interconnection Customer the right to possess or occupy a site for constructing the
 DER system.

For DER in the Simplified Process, proof of site control may be demonstrated by the site owner's signature on the Simplified Interconnection Application.

5 Pre-Application Report

5.1. Pre-Application Report Requests

The Interconnection Customer may submit a Pre-Application Report Request, including a non-refundable fee of \$300, for a Pre-Application Report on a proposed project at a specific site. The Interconnection Customer must fill out the Pre-Application Request form as completely as possible. The Area EPS Operator shall provide the readily available data listed in Section 5.3 within fifteen (15) Business Days of receipt of a completed request form and payment. The Pre-Application Report produced by the Area EPS Operator is non-binding, does not confer any rights, and does not preclude the Interconnection Customer from any interconnection process steps including submission of the Interconnection Application.

5.2. Information Provided

Using the information provided in the Pre-Application Report Request form, the Area EPS Operator will identify the substation/area bus, bank or circuit likely to serve the proposed PCC. This selection by the Area EPS Operator does not necessarily indicate, after application of the screens and/or study, that this would be the circuit the project

ultimately connects to. The Interconnection Customer must request additional Pre-Application Reports if information about multiple PCCs is requested.

The Pre-Application Report will only include existing data. A request for a Pre-Application Report does not obligate the Area EPS Operator to conduct a study or other analysis of the proposed DER in the event that data is not readily available. The Area EPS Operator will provide the Interconnection Customer with the data that is available. The confidentiality provisions in Section 12.1 apply to Pre-Application Reports.

5.3. Pre-Application Report Components

The Pre-Application Report shall include the following pieces of information provided the data currently exists and is readily available.

- Total capacity (in megawatts (MW)) of substation/area bus, bank or circuit based on normal or operating ratings likely to serve the proposed Point of Common Coupling.
- Existing aggregate generation capacity (in MW) interconnected to a substation/area bus, bank or circuit (i.e., amount of generation online) likely to serve the proposed Point of Common Coupling.
- Aggregate queued generation capacity (in MW) for a substation/area bus, bank or circuit (i.e., amount of generation in the queue) likely to serve the proposed Point of Common Coupling.
- Available capacity (in MW) of substation/area bus or bank and circuit likely to serve the proposed Point of Common Coupling (i.e., total capacity less the sum of existing aggregate generation capacity and aggregate queued generation capacity).
- Substation nominal distribution voltage and/or transmission nominal voltage if applicable.
- Nominal distribution circuit voltage at the proposed Point of Common Coupling.
- Approximate circuit distance between the proposed Point of Common Coupling and the substation.
- Relevant line section(s) actual or estimated peak load and minimum load data, including daytime minimum load and absolute minimum load, when available.
- Whether the Point of Common Coupling is located behind a line voltage regulator.

- Number and rating of protective devices and number and type (standard, bi-directional) of voltage regulating devices between the proposed Point of Common Coupling and the substation/area. Identify whether the substation has a load tap changer.
- Number of phases available on the Area EPS medium voltage system at the proposed Point of Common Coupling. If a single phase, distance from the threephase circuit.
- Limiting conductor ratings from the proposed Point of Common Coupling to the distribution substation.
- Whether the Point of Common Coupling is located on a spot network, grid network, or radial supply.
- Based on the proposed Point of Common Coupling, existing or known constraints such as, but not limited to, electrical dependencies at that location, short circuit interrupting capacity issues, power quality or stability issues on the circuit, capacity constraints, or secondary networks.

6 Capacity of the Distributed Energy Resources

6.1. Existing DER System Expansion

If the Interconnection Application is for an increase in capacity to an existing DER system, the Interconnection Application shall be evaluated on the basis of the total new alternating current (AC) capacity of the DER. The maximum capacity for the DER shall be the aggregate maximum Nameplate Rating unless the conditions in Section 6.3 are met.

6.2. New DER Systems

An Interconnection Application for a DER that includes multiple energy production devices, (i.e. solar and storage), at a site for which the Interconnection Customer seeks a simple Point of Common Coupling, shall be evaluated on the basis of the aggregated maximum Nameplate Rating unless the conditions in Section 6.3 are met.

6.3. Limited Capacity

A DER system may include devices, (i.e. control systems, power relays or other similar device settings), that can limit the maximum capacity at which the DER system can generate into the Area EPS Operator's distribution system. For DER systems that include capacity limited devices, the Interconnection Customer must obtain the Area EPS Operator's agreement to consider the DER system with the Nameplate Rating as

the limited capacity. The Area EPS Operator's agreement shall not be unreasonably withheld if proper documentation is provided showing the effective limit active power output will not adversely affect the safety and reliability of the Area EPS Operator's distribution system. If the Area EPS Operator does not agree, the Interconnection Application must be withdrawn or revised to specify the maximum capacity that the DER system is capable of injecting into the Area EPS Operator's distribution system without such limitations. Nothing in this section shall prevent the Area EPS Operator from considering a higher output, (i.e. aggregate Nameplate Rating), if the limitations do not provide adequate assurance, when evaluating the system impacts.

7 Modification to Interconnection Applications

7.1. Procedures

At any time after the Interconnection Application is deemed complete, the Interconnection Customer or the Area EPS Operator may identify modifications to the proposed DER system that may improve costs and benefits (including reliability) of the proposed DER system and the ability for the Area EPS Operator to accommodate the proposed DER system. The Interconnection Customer shall submit to the Area EPS Operator in writing all proposed modifications to any information provided in the Interconnection Application. The Area EPS Operator cannot unilaterally modify the Interconnection Application.

Additional information regarding modifications to interconnection applications is found in each process track document.

8 Interconnection Agreements

8.1. Timelines

After the Interconnection Application has been approved by the Area EPS Operator, the Area EPS Operator shall provide the Interconnection Customer with an executable Interconnection Agreement within five (5) Business Days. The Interconnection Customer shall have thirty (30) Business Days to sign and return the Interconnection Agreement to the Area EPS Operator. The Area EPS Operator shall sign the Interconnection Agreement within five (5) business days after receiving the signed Interconnection Agreement from the Interconnection Customer.

If the Interconnection Customer fails to return a signed Interconnection Agreement to the Area EPS Operator within thirty (30) Business Days and fails to request an extension as explained in Section 10, the Interconnection Application will be deemed withdrawn.

8.2. Types of Agreements

There are two main types of Interconnection Agreements that may be executed with an approved Interconnection Application. In general, Interconnection Customers with a proposed DER system that qualifies for the Simplified Process track will sign the Area EPS Operator's Uniform Contract for Cogeneration and Small Power Production Facilities (Uniform Contract). Proposed DER systems less than 100 kW that are under the Fast Track process may also sign the Uniform Contract. All other sized DER system will sign the Municipal Minnesota Interconnection Agreement (MMIA). Area EPS Operators who do not purchase the excess generation of the proposed DER system will also require the MMIA to be executed for any size of DER system.

Process Track Interconnection Agreement

Simplified Uniform Contract

Qualifies for Net Energy Billing Uniform Contract

Less than 100 kW & Area EPS Agrees to Purchase Excess Generation

All Other DER systems MMIA

Table 8.1. Interconnection Agreements

Interconnection Customers may choose to sign the MMIA in lieu of the Uniform Contact. A separate power purchase agreement will also need to be executed if the Uniform Contract is not utilized. Interconnection of the proposed DER system will not occur until a signed Uniform Contract or the MMIA is returned to the Area EPS Operator no later than five (5) days prior to scheduled testing and inspection.

MMIA

9 Interconnection

9.1. Metering

Any metering requirements necessitated by the use of the DER system shall be installed at the Interconnection Customer's expense. The metering requirement costs will be included in the final invoice of interconnection costs to the Interconnection Customer. The Interconnection Customer is also responsible for metering replacement costs not covered in the Interconnection Customer's general customer charge. The Area EPS Operator may charge Interconnection Customers an ongoing metering-related charge for an estimate of ongoing metering-related costs specifically demonstrated.

9.2. Inspection, Testing and Commissioning

Study

The Interconnection Customer shall arrange for the inspection and testing of the DER system and the Customer's Interconnection Facilities prior to interconnection pursuant

to Minnesota Technical Requirements. Commissioning tests of the Interconnection Customer's installed equipment shall be performed pursuant to applicable codes and standards of Minnesota's Technical Requirements and Section 15.

The Interconnection Customer shall notify the Area EPS Operator of testing and inspection no fewer than five (5) Business Days in advance, or as may be agreed to by the Parties. Depending on the process track, either a Certificate of Completion or a testing procedure shall be submitted to the Area EPS Operator prior to the testing and inspection date. The Area EPS Operator shall send qualified personnel to the DER site to inspect the interconnection and witness the testing. Testing and inspection shall occur on a Business Day at a mutually agreed upon time and date. The Area EPS Operator may waive the right to witness the testing.

9.3. Interconnection Costs

The Interconnection Customer shall pay for the actual cost of the Interconnection Facilities and Distribution Upgrades along with the Area EPS Operator's cost to commission the proposed DER system. An estimate of the interconnection costs shall be stated in the Uniform Contract or MMIA.

9.4. Technical Requirements

The Area EPS Operator shall use Reasonable Efforts to provide the Interconnection Customer the Minnesota Technical Requirements by providing the document with the notice of approval of the interconnection application or by providing a website link to the document. Additionally, the Area EPS Operator shall notify the Interconnection Customer of any changes to these requirements as soon as they are known. Unless notified by the Area EPS Operator, the Interconnection Customer only needs to be in compliance with the current version of the Minnesota Technical Requirements at the time of interconnection.

9.5. Authorization for Parallel Operations

The Interconnection Customer shall not operate its DER system in parallel with the Area EPS Operator's distribution system without prior written authorization from the Area EPS Operator. The Area EPS Operator shall provide such authorization within three (3) Business Days from when the Area EPS Operator receives notification that the Interconnection Customer has complied with all applicable parallel operations requirements; the completion of a successful testing and inspection of the DER system and all payments for issued bills related to the interconnection process that are past due have been paid in full. Such authorization shall not be unreasonably withheld, conditioned or delayed.

10 Extension of Timelines

10.1. Reasonable Efforts

The Area EPS Operator shall make Reasonable Efforts to meet all time frames provided in these procedures. If the Area EPS Operator cannot meet a deadline provided herein, it must notify the Interconnection Customer in writing within three (3) Business Days after the deadline to explain the reason for the failure to meet the deadline and provide an estimated time by which it will complete the applicable interconnection procedure in the process.

10.2. Extensions

For applicable time frames described in these procedures, the Interconnection Customer may request, in writing, one extension equivalent to half of the time originally allotted (e.g., ten (10) Business Days for a twenty (20) Business Days original time frame) which the Area EPS Operator may not unreasonably refuse. No further extensions for the applicable time frame shall be granted absent a Force Majeure Event or other similarly extraordinary circumstance.

11 Disputes

11.1. Procedures

The Parties agree to make good faith efforts to attempt to resolve all disputes arising out of the interconnection process and associated study and Interconnection Agreements. The Parties agree to follow the established dispute resolution policy adopted by the Area EPS Operator.

12 Clauses

12.1. Confidentiality

Confidential Information shall mean any confidential and/or proprietary information provided by one Party to the other Party that is clearly marked or otherwise designated "Confidential." For purposes of these procedures, design, operating specifications, and metering data provided by the Interconnection Customer may be deemed Confidential Information regardless of whether it is clearly marked or otherwise designated as such. If requested by either Party, the other Party shall provide in writing the basis for asserting that the information warrants confidential treatment. Parties providing a Governmental Authority trade secret, or privileged or otherwise not public or nonpublic data under Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, shall identify such data consistent with the Commission's September 1, 1999 Revised Procedures for Handling Trade Secret and Privileged Data available online at: https://mn.gov/puc/puc-documents/#4.

Confidential Information does not include information previously in the public domain with proper authorization, required to be publicly submitted or divulged by Governmental Authorities (after notice to the other Party and after exhausting any opportunity to oppose such publication or release), or necessary to be publicly divulged in an action to enforce these procedures. 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 these procedures, or to fulfill legal or regulatory requirements that could not otherwise be fulfilled by not making the information public.

Each Party shall hold in confidence and shall not disclose Confidential Information, to any person (except employees, officers, representatives and agents, who agree to be bound by this section). Confidential Information shall be clearly marked as such on each page or otherwise affirmatively identified. If a court, government agency or entity with the right, power, and authority to do so, requests or requires either Party, by subpoena, oral disposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose Confidential Information, that Party shall provide the other Party with prompt notice of such request(s) or requirements(s) so that the other Party may seek an appropriate protective order or waive compliance with the terms of this Agreement. In the absence of a protective order or waiver the Party shall disclose such confidential information which, in the opinion of its counsel, the party is legally compelled to disclose. Each Party will use reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to any confidential information furnished.

Critical infrastructure information or information that is deemed or otherwise designated by a Party as Critical Energy/Electric Infrastructure Information (CEII) pursuant to FERC regulation, 18 C.F.R. §388.133, as may be amended from time to time, may be subject to further protections for disclosure as required by FERC or FERC regulations or orders and the disclosing Party's CEII policies. 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.

Each Party is entitled to equitable relief, by injunction or otherwise, to enforce its rights under this provision to prevent the release of Confidential Information without bond or proof of damages and may seek other remedies available at law or in equity for breach of this provision.

12.2. Non-Warranty

The Area EPS Operator does not give any warranty, expressed or implied, as to the adequacy, safety, or other characteristics of any structures, equipment, wires, appliances or devices owned, operated, installed or maintained by the Interconnection Customer, including without limitation the DER and any structures, equipment, wires, appliances or devices not owned, operated or maintained by the Area EPS Operator. The Area EPS Operator does not guarantee uninterrupted power supply to the DER and will operate the Distribution System with the same reliability standards for the entire customer base.

12.3. Indemnification

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

This indemnification obligation shall apply notwithstanding any negligent or intentional acts, errors or omissions of the indemnified Party, but the indemnifying Party's liability to indemnify the indemnified Party shall be reduced in proportion to the percentage by which the indemnified Party's negligent or intentional acts, errors or omissions caused the damages.

Neither Party shall be indemnified for its damages resulting from its sole negligence, intentional acts or willful misconduct. These indemnity provisions shall not be construed to relieve any insurer of its obligation to pay claims consistent with the provisions of a valid insurance policy.

If an indemnified person is entitled to indemnification under this article as a result of a claim by a third party, and the indemnifying Party fails, after notice and reasonable opportunity to proceed under this article, to assume the defense of such claim, such indemnified person may at the expense of the indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.

If an indemnifying party is obligated to indemnify and hold any indemnified person harmless under this article, the amount owing to the indemnified person shall be the

amount of such indemnified person's actual loss, net of any insurance or other recovery.

Promptly after receipt by an indemnified person of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in this article may apply, the indemnified person shall notify the indemnifying party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the indemnifying party.

12.4. Limitation of Liability

Each party's liability to the other party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either party be liable to the other party for an indirect, incidental, special, consequential, or punitive damages of any kind whatsoever, except as allowed under in Section 12.3.

13 Glossary

Affected System – Another Area EPS Operator's System, Transmission Owner's Transmission System, or Transmission System connected generation which may be affected by the proposed interconnection.

Applicant Agent – A person designated in writing by the Interconnection Customer to represent or provide information to the Area EPS on the Interconnection Customer's behalf throughout the interconnection process.

Area EPS – The electric power distribution system connected at the Point of Common Coupling.

Area EPS Operator – An entity that owns, controls, or operates the electric power distribution systems that are used for the provision of electric service in Minnesota. For this Interconnection Process the Area EPS Operator is the City of Waseca Electric Utility.

Business Day – Monday through Friday, excluding Holidays as defined by Minn. Stat. §645.44, Subdivision 5. Any communication to have been sent or received after 4:30 p.m. Central Prevailing Time or on a Saturday, Sunday or holiday shall be considered to have been sent on the next Business Day.

Certified Equipment – Certified equipment is equipment that has been tested by a nationally recognized lab meeting a specific standard. For DER systems, a UL 1741 listing is a common form of DER inverter certification. Additional information is contained in Sections 14 and 15.

Confidential Information – Any confidential and/or proprietary information provided by one Party to the other Party and is clearly marked or otherwise designated "Confidential." All procedures, design, operating specifications, and metering data provided by the Interconnection Customer may be deemed Confidential Information. See Section 12.1 for further information.

Distributed Energy Resource (DER) — A source of electric power that is not directly connected to a bulk power system or central station service. DER includes both generators and energy storage technologies capable of exporting active power to an EPS. An interconnection system or a supplemental DER device that is necessary for compliance with this standard is part of a DER. For the purpose of the Interconnection Process and interconnection agreements, the DER includes the Customer's Interconnection Facilities but shall not include the Area EPS Operator's Interconnection Facilities.

Distribution System – The Area EPS facilities which are not part of the Local EPS, Transmission System or any generation system.

Distribution Upgrades – The additions, modifications, and upgrades to the Distribution System at or beyond the Point of Common Coupling to facilitate interconnection of the DER and render the distribution service necessary to effect the Interconnection Customer's connection to the Distribution System. Distribution Upgrades do not include Interconnection Facilities.

Electric Power System (EPS) – The facilities that deliver electric power to a load.

Fast Track Process – The procedure as described in the Interconnection Process - Fast Track Process for evaluating an Interconnection Application for a DER that meets the eligibility requirements of Section 3.4.

Force Majeure Event — An act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, an order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or another cause beyond a Party's control. A Force Majeure Event does not include an act of negligence or intentional wrongdoing.

Good Utility Practice — Any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and act which, 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 at a 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.

Governmental Authority — Any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include the Interconnection Customer, the Area EPS Operator, or any Affiliate thereof. The governing authority of the municipal utility is the authority governing interconnection requirements unless otherwise provided for in the Minnesota Technical Requirements.

Interconnection Agreement – The terms and conditions between the Area EPS Operator and Interconnection Customer (Parties). See Section 8 for when the Uniform Contract or Municipal Minnesota Interconnection Agreement applies.

Interconnection Application – The Standard or Simplified Interconnection Application, as applicable, pursuant to Section 4.

Interconnection Customer — The person or entity, including the Area EPS Operator, who will be the owner of the DER and who proposes to interconnect a DER(s) with the Area EPS Operator's Distribution System. The Interconnection Customer is responsible for ensuring the DER(s) is designed, operated and maintained in compliance with the Minnesota Technical Requirements.

Interconnection Facilities – The Area EPS Operator's Interconnection Facilities and the Interconnection Customer's Interconnection Facilities. Collectively, Interconnection Facilities

include all facilities and equipment between the DER and the Point of Common Coupling, including any modification, additions or upgrades that are necessary to physically and electrically interconnect the DER to the Area EPS Operator's System. Some examples of Customer Interconnection Facilities include supplemental DER devices, inverters, and associated wiring and cables up to the Point of DER Connection. Some examples of Area EPS Operator Interconnection Facilities include sole use facilities; such as, line extensions, controls, relays, switches, breakers, transformers and shall not include Distribution Upgrades or Network Upgrades.

Interconnection Process – The Area EPS Operator's interconnection standards in this document.

Material Modification – A modification to machine data, equipment configuration or to the interconnection site of the DER at any time after receiving notification by the Area EPS Operator of a complete Interconnection Application that has a material impact on the cost, timing, or design of any Interconnection Facilities or Upgrades, or a material impact on the cost, timing or design of any Interconnection Application with a later Queue Position or the safety or reliability of the Area EPS.⁶

MN Technical Requirements – The term including all of the DER technical interconnection requirement documents for the state of Minnesota; including Attachment 2 Distributed Generation Interconnection Requirements established in the Commission's September 28, 2004 Order in E-999/CI-01-1023) until superseded and upon Commission approval of updated Minnesota DER Technical Interconnection and Interoperability Requirements in E-999/CI-16-521 (anticipated July 2019.)

Nameplate Rating – nominal voltage (V), current (A), maximum active power (kWac), apparent power (kVA), and reactive power (kVar) at which a DER is capable of sustained operation. For a Local EPS with multiple DER units, the aggregate nameplate rating is equal to the sum of all DERs nameplate rating in the Local EPS. For purposes of the Attachment V in the Interconnection Agreement, the DER system's capacity may, with the Area EPS's agreement, be limited thought use of control systems, power relays or similar device settings or adjustments

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A Material Modification shall include, but may not be limited to, a modification from the approved Interconnection Application that: (1) changes the physical location of the point of common coupling such that it is likely to have an impact on technical review; (2) increases the nameplate rating or output characteristics of the Distributed Energy Resource; (3) changes or replaces generating equipment, such as generator(s), inverter(s), transformers, relaying, controls, etc., and substitutes equipment that is not like-kind substitution in certification, size, ratings, impedances, efficiencies or capabilities of the equipment; (4) changes transformer connection(s) or grounding; and/or (5) changes to a certified inverter with different specifications or different inverter control settings or configuration. A Material Modification shall not include a modification from the approved Interconnection Application that: (1) changes the ownership of a Distributed Energy Resource; (2) changes the address of the Distributed Energy Resource, so long as the physical point of common coupling remains the same; (3) changes or replaces generating equipment such as generator(s), inverter(s), solar panel(s), transformers, relaying, controls, etc. and substitutes equipment that is a like-kind substitution in certification, size, ratings, impedances, efficiencies or capabilities of the equipment; and/or (4) increases the DC/AC ratio but does not increase the maximum AC output capability of the Distributed Energy Resource in a way that is likely to have an impact on technical review.

as identified in IEEE 1547. The nameplate ratings referenced in the Interconnection Process are alternating current nameplate DER ratings at the Point of DER Coupling.

Network Upgrades – Additions, modifications, and upgrades to the Transmission System required at or beyond the point at which the DER interconnects with the Area EPS Operator's System to accommodate the interconnection with the DER to the Area EPS Operator's System. Network Upgrades do not include Distribution Upgrades.

Operating Requirements – Any operating and technical requirements that may be applicable due to the Transmission Provider's technical requirements or Minnesota Technical Requirements, including those set forth in the Interconnection Agreement.

Party or Parties – The Area EPS Operator and the Interconnection Customer.

Point of Common Coupling (PCC) – The point where the Interconnection Facilities connect with the Area EPS Operator's Distribution System. See figure 1. Equivalent, in most cases, to "service point" as specified by the Area EPS Operator and described in the National Electrical Code and the National Electrical Safety Code.

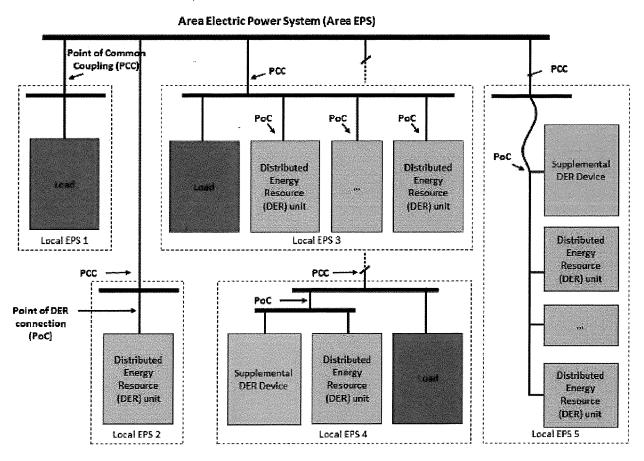


Figure 1: Point of Common Coupling and Point of DER Connection (Source: IEEE 1547)

Point of DER Connection (PoC) — When identified as the Reference Point of Applicability, the point where an individual DER is electrically connected in a Local EPS and meets the requirements of this standard exclusive of any load present in the respective part of the Local EPS (e.g. terminals of the inverter when no supplemental DER device is required). For DER units that are not self-sufficient to meet the requirements without a supplemental DER device(s), the Point of DER Connection is the point where the requirements of this standard are met by DER in conjunction with a supplemental DER device(s) exclusive of any load present in the respective part of the Local EPS.

Queue Position – The order of a valid Interconnection Application, relative to all other pending valid Interconnection Applications, that is established based upon the date- and time- of receipt of the complete Interconnection Application as described in Section 4.7.

Reasonable Efforts — With respect to an action required to be attempted or taken by a Party under these procedures, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.

Reference Point of Applicability – The location, either the Point of Common Coupling or the Point of DER Connection, where the interconnection and interoperability performance requirements specified in IEEE 1547 apply. With mutual agreement, the Area EPS Operator and Customer may determine a point between the Point of Common Coupling and Point of DER Connection. See Minnesota Technical Requirements for more information.

Simplified Process – The procedure for evaluating an Interconnection Application for a certified inverter-based DER, no larger than 20 kW, which uses the screens described in the Interconnection Process – Simplified Process document. The Simplified Process includes simplified procedures.

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

Transmission Owner – The entity that owns, leases or otherwise possesses an interest in the portion of the Transmission System relevant to the Interconnection.

Transmission Provider – The entity (or its designated agent) that owns, leases, controls, or operates transmission facilities used for the transmission of electricity. The term Transmission Provider includes the Transmission Owner when the Transmission Owner is separate from the Transmission Provider. The Transmission Provider may include the Independent System Operator or Regional Transmission Operator.

Transmission System – The facilities owned, leased, controlled or operated by the Transmission Provider or the Transmission Owner that are used to provide transmission service. See the Commission's July 26, 2000 Order Adopting Boundary Guidelines for Distinguishing Transmission from Generation and Distribution Assets in Docket No. E-999/CI-99-1261.

Uniform Contract – the Area EPS Operator's Agreement for Cogeneration and Small Power Production Facilities (Uniform Contract) that may be applied to all qualifying new and existing interconnections between the Area EPS Operator and a DER system having capacity less than 40 kilowatts.

Upgrades – The required additions and modifications to the Area EPS Operator's Transmission or Distribution System at or beyond the Point of Interconnection. Upgrades may be Network Upgrades or Distribution Upgrades. Upgrades do not include Interconnection Facilities.

14 Certification of DER Equipment

Distributed Energy Resource (DER) equipment proposed for use in an interconnection system shall be considered certified for interconnected operation if the following criteria are met:

- It has been tested in accordance with industry standards for continuous utility interactive operation in compliance with the appropriate codes and standards referenced below by any Nationally Recognized Testing Laboratory (NRTL) recognized by the United States Occupational Safety and Health Administration to test and certify interconnection equipment pursuant to the relevant codes and standards listed in the Overview Process,
- 2) It has been labeled and is publicly listed by such NRTL at the time of the interconnection application, and
- 3) Such NRTL makes readily available for verification all test standards and procedures it utilized in performing such equipment certification, and, with consumer approval, the test data itself. The NRTL may make such information available on its website and by encouraging such information to be included in the manufacturer's literature accompanying the equipment.

The Interconnection Customer must verify that the assembly and use of the equipment falls within the use or uses for which the equipment was tested, labeled, and listed by the NRTL.

Certified equipment shall not require further type-test review, testing, or additional equipment to meet the requirements of this interconnection procedure; however, nothing herein shall preclude the need for a DER Design Evaluation or an on-site commissioning test by the parties to the interconnection as provided for in the Minnesota Technical Requirements.

If the certified equipment package includes only interface components (switchgear, inverters, or other interface devices), then an Interconnection Customer must show that the generator or other electric source being utilized with the equipment package is compatible with the

equipment package and is consistent with the testing and listing specified for this type of interconnection equipment.

Provided the generator or electric source, when combined with the equipment package, is within the range of capabilities for which it was tested by the NRTL and does not violate the interface components' labeling and listing performed by the NRTL, no further type-test review, testing or additional equipment on the customer side of the Point of Common Coupling shall be required to be considered certified for the purposes of this interconnection procedure; however, nothing herein shall preclude the need for a DER design evaluation or an on-site commissioning test by the parties to the interconnection as provided for in the Minnesota Technical Requirements.

An equipment package does not include equipment provided by the Area EPS.

15 Certification Codes and Standards

The existing Minnesota Technical Requirements and the following standards shall be used in conjunction with the Interconnection Process. The process has started to update the Technical Requirements to meet IEEE 1547-2018. Once that process is completed, the updated DER Technical Interconnection and Interoperability Requirements will supersede this section.

When the stated version of the following standards is superseded by an approved revision then that revision shall apply:

IEEE 1547-2003 IEEE Standard for Interconnecting Distributed Resources with Electric Power Systems

IEEE 1547a-2014 IEEE Standard for Interconnecting Distributed Resources with Electric Power Systems – Amendment 1

IEEE 1547.1-2005 IEEE Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems

IEEE 1547.1a-2015 (Amendment to IEEE Std 1547.1-2005) IEEE Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems – Amendment 1

UL 1741 Inverters, Converters, Controllers, and Interconnection System Equipment for Use in Distributed Energy Resources (2010)

NFPA 70 (2017), National Electrical Code

IEEE Std C37.90.1 (2012) (Revision of IEEE Std C37.90.1-2002), IEEE Standard for Surge Withstand Capability (SWC) Tests for Protective Relays and Relay Systems Associated with Electric Power Apparatus

IEEE Std C37.90.2 (2004) (Revision of IEEE Std C37.90.2-1995), IEEE Standard for Withstand Capability of Relay Systems to Radiated Electromagnetic Interference from Transceivers

IEEE Std C37.108-20021989 (Revision of C37.108-19892002), IEEE Guide for the Protection of Network Transformers

IEEE Std C57.12.44-2014 (Revision of IEEE Std C57.12.44-2005), IEEE Standard Requirements for Secondary Network Protectors

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

IEEE Std C62.41.2-2002_Cor 1-2012 (Corrigendum to IEEE Std C62.41.2-2002) — IEEE Recommended Practice on Characterization of Surges in Low-Voltage (1000 V and Less) AC Power Circuits Corrigendum 1: Deletion of Table A.2 and Associated Text

IEEE Std C62.45-2002 (Revision of IEEE Std C62.45-1992) – IEEE Recommended Practice on Surge Testing for Equipment Connected to Low-Voltage (1000 V and less) AC Power Circuits

ANSI C84.1-(2016) Electric Power Systems and Equipment – Voltage Ratings (60 Hertz)

IEEE Standards Dictionary Online, [Online]

NEMA MG 1-2016, Motors and Generators

IEEE Std 519-2014, IEEE Recommended Practices and Requirements for Harmonic Control in Electrical Power Systems



INTERCONNECTION PROCESS

Simplified Process

ABSTRACT

Information in addition to the "Process Overview" for interconnecting Distributed Energy Resources of up to 20 kilowatts in size to the utility distribution system.

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1 Applicability

1.1. Capacity Limit

The Simplified Process only is applicable to certified inverter-based Distributed Energy Resource (DER) systems with the capacity of 20 kW AC or less. The capacity is determined by the aggregated summation of the Nameplate Rating of the inverters that make up the DER system. Additional information regarding the capacity limits can be seen in Section 6 of the Process Overview document.

1.2. Certified Inverters

A certified inverter will have certification of meeting the current version of the IEEE standard 1547. A common inverter certification is UL 1741. Note that certified inverters may still need to have a setting adjusted to meet the technical requirements of the Area EPS Operator. Additional information regarding certified equipment is found in Section 14 and Section 15 of the Process Overview document.

2 Application Submission

2.1. Simplified Process Application

The Interconnection Customer shall complete the Simplified Interconnection
Application and submit it to the Area EPS Operator to initialize the Interconnection
Process. A completed Simplified Interconnection Application will include the following:

- A completed Simplified Interconnection Application signed by the Interconnection Customer,
- A non-refundable processing fee of \$100,
- An aerial site layout drawing of the proposed DER system,
- A one-line diagram of the proposed DER system showing the point of common coupling, PCC, to the Area EPS Operator's Distribution System, and
- All certified equipment manufacturer specification sheets.

2.2. Battery Storage

An inverter-based DER system may include battery storage. DER systems that include battery storage must also complete the Energy Storage Application with the Simplified Interconnection Application.

2.3. Site Control

By signing the Simplified Interconnection Application, the Interconnection Customer is indicating that the proposed DER system is being located where the Interconnection Customer has site control. Site control includes ownership of, a leasehold interest in, or a right to develop a site for the purpose of construction of a DER. Additional information regarding Site Control can be reviewed in the Process Overview document in Section 4.8.

3 Application Review

3.1. Timelines

The Interconnection Application shall be date- and time-stamped upon initial, and if necessary, resubmission receipt. The Interconnection Customer shall be notified of receipt by the Area EPS Operator within ten (10) Business Days of receipt of the Interconnection Application.

The Area EPS Operator shall notify the Interconnection Customer if the Interconnection Application is deemed incomplete within ten (10) Business Days and provide a written list detailing all information that must be provided to complete the Interconnection Application. The Interconnection Customer has five (5) Business Days to provide the missing information unless additional time is requested with valid reasons. Failure to submit the requested information within the stated timeline will deem the Interconnection Application withdrawn. The Area EPS Operator has an additional five (5) Business Days to review the additionally provided information for completeness.

An Interconnection Application will be deemed complete upon submission to the Area EPS Operator provided all documents, fees and information required with the Interconnection Application adhering to Minnesota Technical Requirements is included. The time- and date- stamp of the completed Interconnection Application shall be accepted as the qualifying date for the purpose of establishing a queue position as described in Section 4.7 of the Overview Process document.

The Area EPS Operator has a total of twenty (20) Business Days to complete the Interconnection Application review from the receipt of a completed Interconnection Application and submit notice back to the Interconnection Customer stating the proposed DER system may proceed with the interconnection process or the proposed DER system has been moved into a different process track. The time during which the Interconnection Customer provides missing information is not included in the Area EPS Operator's twenty (20) Business Days review timeline.

3.2. Initial Review Screens

The Area EPS Operator shall determine if the DER can be interconnected safely and reliably using Initial Review Screens and without the construction of facilities by the Area EPS Operator. The Initial Review screens include the following engineering screens:

- The proposed DER's PCC must be on a portion of the Area EPS Operator's Distribution System.
- For interconnection of a proposed DER to a radial distribution circuit, the aggregated generation, including the proposed DER, on the circuit shall not exceed 15% of the line section annual peak load as most recently measured or 100% of the substation aggregated minimum load. A line section is that portion of an Area EPS Operator's electric system connected to a customer bounded by automatic sectionalizing devices or the end of the distribution line. The Area EPS Operator may consider 100% of applicable loading (i.e. daytime minimum load for solar), if available, instead of 15% of line section peak load.
- For interconnection of a proposed DER to the load side of network protectors, the proposed DER must utilize an inverter-based equipment package and, together with the aggregated other inverter-based DERs, shall not exceed the smaller of 5% of a network's maximum load or 50 kW.¹
- The proposed DER, in aggregation with other DERs on the distribution circuit, shall not contribute more than 10% to the distribution circuit's maximum fault current at the point on the high voltage (primary) level nearest the proposed PCC.
- The proposed DER, in aggregate with other Distributed Energy Resources on the distribution circuit, shall not cause any distribution protective devices and equipment (including, but not limited to, substation breakers, fuse cutouts, and line reclosers), or Interconnection Customer equipment on the system to exceed 87.5% of the short circuit interrupting capability; nor shall the interconnection be proposed for a circuit that already exceeds 87.5% of the short circuit interrupting capability.

¹ Network protectors are protective devices used on secondary networks (spot and grid networks) to automatically disconnect their associated transformers when reverse power flow occurs. Secondary networks are most often used in densely populated downtown areas.

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

Primary Distribution Line Type	Type of Interconnection to Primary Distribution Line	Results
Three-Phase, three wire	Three-phase or single-phase, phase-to-phase	Pass Screen
Three-phase, four wire	Effectively-grounded three-phase or single-phase, line-to-neutral	Pass Screen

- If the proposed DER is to be interconnected on single-phase shared secondary, the aggregate generation capacity on the shared secondary, including the proposed DER, shall not exceed 20 kW or 65% of the transformer nameplate rating.
- If the proposed DER is single-phase and is to be interconnected on a 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.

The technical screens listed shall not preclude the Area EPS Operator from using tools that perform screening functions using different methodologies given the analysis is aimed at preventing the voltage, thermal and protection limitations as the listed screen.

3.3. Notification of Approval of Application

Provided the Simplified Interconnection Application passes the initial screens, or if the proposed interconnection fails the screens but the Area EPS Operator determines that the DER may never the less be interconnected consistent with safety, reliability and power quality standards, the Area EPS Operator shall provide notice to the Interconnection Customer that their Simplified Interconnection Application has been approved.

3.4. Failure of Review Screens

If the proposed interconnection fails the screens the Interconnection Customer will be notified by the Area EPS Operator that the Simplified Interconnection Application has

been moved to the Fast Track Process. The Area EPS Operator shall provide the Interconnection Customer the opportunity to attend a customer options meeting. Additional information regarding the customer options meeting is found in Section 3.5 of the Fast Track Process document. The Interconnection Customer will need to provide a completed Interconnection Application to the Area EPS Operator prior to, or at the customer options meeting.

The Area EPS Operator shall notify the Interconnection Customer of the determination and provide copies of all directly pertinent data and analyses underlying its conclusion, subjected to confidentiality provisions in Section 12.1 of the Overview Process document.

4 Interconnection Agreement

4.1. Uniform Contract

The Area EPS Operator shall provide the Interconnection Customer with an executable copy of the Area EPS Operator's Contract for Cogeneration and Small Power Production Facilities (Uniform Contract) within five (5) Business Days of notice of approval of the Simplified Interconnection Application.

4.2. Municipal Minnesota Interconnection Agreement

The Interconnection Customer may request on the Simplified Interconnection Application an executable copy of the Area EPS Operator's Municipal Minnesota Interconnection Agreement (MMIA) in lieu of signing the Uniform Contract. If the MMIA is requested, the Area EPS Operator shall provide an executable copy of the MMIA within five (5) Business Days of notice of approval of the Simplified Interconnection Application.

4.3. Completion of Agreement

The Interconnection Customer must return a signed Uniform Contract or MMIA at least thirty (30) Business Days prior to a requested in-service date of the propose DER. The Area EPS Operator shall sign and return a copy of the fully executed Uniform Contract or the MMIA back to the Interconnection Customer.

The Interconnection Customer may update the requested in-service date submitted on the Simplified Interconnection Application to a date thirty (30) Business Days or later from the date on which the Interconnection Customer submits a signed Uniform Contract or MMIA and payment, if required, unless the Area EPS Operator agrees to an earlier date.

Upon receipt of the signed Uniform Contract or MMIA, the Area EPS Operator may schedule appropriate metering replacements and construction of facilities, if necessary.

5 Insurance

5.1. Insurance Requirements

At minimum, the Interconnection Customer shall maintain, for the duration the DER system is interconnected to the Area EPS Operator's Distribution System, \$300,000 of general liability insurance from a qualified insurance agency with a B+ or better rating by "Best." Such general liability insurance shall include coverage against claims for damages resulting from (i) bodily injury, including wrongful death; and (ii) property damage arising out of the Interconnection Customer's ownership and/or operation of the DER under this agreement. Evidence of the insurance shall state that coverage provided is primary and is not excess to or contributing with any insurance or self-insurance by the Area EPS Operator.

5.2. Self-Insurance

The Interconnection Customer may choose to be self-insured provided there is an established record of self-insurance. The Interconnection Customer shall supply the Area EPS Operator at least twenty (20) days prior to the date of initial operation, evidence of an acceptable plan to self-insure to a level of coverage equivalent to that required in Section 5.1. Failure of the Interconnection Customer or the Area EPS Operator to enforce the minimum levels of insurance does not relieve the Interconnection Customer from maintaining such levels of insurance or relieve the Interconnection Customer of any liability.

5.3. Proof of Insurance

Prior to initial operation of the DER, the Interconnection Customer shall furnish the Area EPS Operator with the Declarations page of the Homeowner's insurance policy documenting insurance of the DER, if applicable or other insurance certificates and endorsements documenting insurance. Thereafter, the Area EPS Operator shall have the right to obtain a copy of the original policy or polices of insurance. Additionally, the Area EPS Operator may request to be additionally listed as an interested third party on the insurance certificates and endorsements to meet the right to periodically obtain a copy of the policy or policies of insurance.

6 Timeline Extensions

6.1. Reasonable Efforts

The Area EPS Operator shall make Reasonable Efforts to meet all time frames provided in these procedures. If the Area EPS Operator cannot meet a deadline provided herein, it must notify the Interconnection Customer in writing within three (3) Business Days after the deadline to explain the reason for the failure to meet the deadline and provide an estimated time by which it will complete the applicable interconnection procedure in the process.

6.2. Extensions

For applicable time frames described in these procedures, the Interconnection Customer may request in writing one extension equivalent to half of the time originally allotted (e.g., ten (10) Business Days for a twenty (20) Business Days original time frame) which the Area EPS Operator may not unreasonably refuse. No further extensions for the applicable time frame shall be granted absent a Force Majeure Event or other similarly extraordinary circumstance.

7 Modifications to Application

7.1. Procedures

At any time after the Interconnection Application is deemed complete, the Interconnection Customer or the Area EPS Operator may identify modifications to the proposed DER system that may improve costs and benefits (including reliability) of the proposed DER system and the ability for the Area EPS Operator to accommodate the proposed DER system. The Interconnection Customer shall submit to the Area EPS Operator in writing all proposed modifications to any information provided in the Interconnection Application. The Area EPS Operator cannot unilaterally modify the Interconnection Application.

7.2. Timelines

Within ten (10) Business Days of receipt of the proposed modification, the Area EPS Operator shall evaluate whether the proposed modification to the Interconnection Application constitutes a Material Modification. The definition in Section 13 Glossary of the Process Overview document includes examples of what does and does not constitute a Material Modification.

The Area EPS Operator shall notify the Interconnection Customer in writing of the final determination of the proposed modification. For proposed modifications that are

determined to be a Material Modification the Interconnection Customer may choose to either: 1) withdraw the proposed modification; or 2) proceed with a new Interconnection Application. The Interconnection Customer shall provide its determination in writing to the Area EPS Operator within ten (10) Business Days after being provided the Material Modification determination. If the Interconnection Customer does not provide its determination within the timeline, the Interconnection Application shall be considered withdrawn.

If the proposed modification is not determined to be a Material Modification, then the Area EPS Operator shall notify the Interconnection Customer in writing that the modification has been accepted and the Interconnection Customer shall retain its eligibility for interconnection, including its place in the queue.

8 Interconnection

8.1. Metering

Any metering requirements necessitated by the use of the DER system shall be installed at the Interconnection Customer's expense. The metering requirement costs will be included in the final invoice of interconnection costs to the Interconnection Customer. The Interconnection Customer is also responsible for metering replacement costs not covered in the Interconnection Customer's general customer charge. The Area EPS Operator may charge Interconnection Customers an ongoing metering-related charge for an estimate of ongoing metering-related costs specifically demonstrated.

8.2. Construction

The Interconnection Customer may proceed to construct (including operational testing not to exceed two hours) the DER system when the Area EPS Operator has approved the Simplified Interconnection Application. Upon receipt of a signed Uniform Contract or MMIA the Area EPS Operator shall schedule and execute appropriate construction of facilities, if necessary, which shall be completed prior to the Interconnection Customer returning the Certification of Completion. The Area EPS Operator will notify the Interconnection Customer when construction of the distribution facilities is completed.

8.3. Inspection, Testing and Commissioning

Upon completing construction of the DER system, the Interconnection Customer will cause the DER system to be inspected or otherwise certified by the appropriate local electrical wiring inspector with jurisdiction. The Interconnection Customer shall then arrange for the inspection and testing of the DER system and the Customer's Interconnection Facilities prior to interconnection pursuant to Minnesota Technical Requirements. Commissioning test of the Interconnection Customer's installed

equipment shall be performed pursuant to applicable codes and standards of Minnesota's Technical Requirements. The Interconnection Customer shall provide the Area EPS Operator with a Certificate of Completion after completion of the DER installation.

Prior to parallel operation, the Area EPS Operator may inspect the DER for compliance with standards, which may include a witness test, and schedule appropriate metering replacements, if necessary. The Area EPS Operator shall send qualified personnel to the DER site to inspect the interconnection and witness the testing but bears no liability for the results of the test.

The Area EPS Operator is obligated to complete the witness test, if required, within ten (10) Business Days of receipt of the Certification of Completion. If the Area EPS Operator does not inspect within ten (10) Business Days, the witness test is deemed waived unless upon mutual agreement of both Parties to extend the timeline for the witness test.

Within three (3) Business Days of satisfactory inspection or waiver of inspection, the Area EPS Operator shall provide the Interconnection Customer written acknowledgment that the DER has permission to operate. Such written acknowledgment shall not be deemed to be or construed as any representation, assurance, guarantee, or warranty by the Area EPS Operator of the safety, durability, suitability, or reliability of the DER or any associated control, protective, and safety devices owned or controlled by the Interconnection Customer or the quality of power produced by the DER.

If the witness test is not satisfactory, the Area EPS Operator has the right to disconnect the DER. The Interconnection Customer has no right to operate in parallel, except for optional testing not to exceed two hours, until permission to operate is granted by the Area EPS Operator.

8.4. Interconnection Costs

The Interconnection Customer shall pay for the actual cost of the Interconnection Facilities and Distribution Upgrades along with the Area EPS Operator's cost to commission the proposed DER system. An estimate of the interconnection costs shall be stated in the Uniform Contract or MMIA. The Area EPS Operator shall render the final interconnection cost invoice to the Interconnection Customer within thirty (30) Business Days after the proposed DER system has been commissioned by the Area EPS Operator, or upon the commissioning being waived by the Area EPS Operator. The Interconnection Customer shall make payment to the Area EPS Operator within

twenty-one (21) Business Days of receipt, or as otherwise stated in the Uniform Contract.

The Area EPS Operator does not give any warranty, expressed or implied, as to the adequacy, safety, or other characteristics of any structures, equipment, wires, appliances or devices owned, operated, installed or maintained by the Interconnection Customer, including without limitation the DER and any structures, equipment, wires, appliances or devices not owned, operated or maintained by the Area EPS Operator.

8.5. Authorization for Parallel Operation

The Interconnection Customer shall not operate its DER system in parallel with the Area EPS Operator's Distribution System without prior written authorization from the Area EPS Operator. The Area EPS Operator shall provide such authorization within three (3) Business Days from when the Area EPS Operator receives the Certificate of Completion and notification the Interconnection Customer has complied with all applicable parallel operations requirements. Such authorization shall not be unreasonably withheld, conditioned or delayed.

8.6. Continual Compliance

The Interconnection Customer shall be fully responsible for operating, maintaining, and repairing the DER as required to ensure that it complies at all times with the interconnection standards to which it has been certified. The Interconnection Customer shall also operate its DER system in compliance with the Area EPS Operator's technical requirements as referred to in the executed Uniform Contract or MMIA. The Area EPS Operator may periodically inspect, at its own expense, the operation of DER system as it relates to power quality, thermal limits and reliability. Failure by the Interconnection Customer to remain in compliance with the technical requirements will result in the DER system's disconnection from the Area EPS Operator's Distribution System.

8.7. Disconnection of DER

The Area EPS Operator has the right to disconnect the DER in the event the Interconnection Customer:

- Does not continue to follow and maintain IEEE 1547 settings approved by the Area EPS Operator as indicated by the adopted technical requirements.
- Does not meet all the requirements of the Simplified Process.

 Refuses to sign either the Interconnection Agreement or the Area EPS Operator's Uniform Contract.

The Area EPS Operator may temporarily disconnect the DER upon the following conditions:

- For scheduled outages upon reasonable notice.
- For unscheduled outages or emergency conditions.
- If the DER does not operate in a manner consistent with the Simplified Process.

The Area EPS Operator shall inform the Interconnection Customer in advance of any scheduled disconnections, or as reasonable, after an unscheduled disconnection.



INTERCONNECTION PROCESS

Fast Track Process

ABSTRACT

Information in addition to the "Process Overview" for interconnecting Distributed Energy Resources smaller than 4 megawatts in size that do not qualify for the "Simplified Process."

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1 Applicability

1.1. Capacity Limit

The Fast Track Process is available to an Interconnection Customer proposing to interconnect a Distributed Energy Resource (DER) with the Area EPS Operator's Distribution System if the DER capacity does not exceed the size limits in Table 1.1 and does not qualify for the Simplified Process. The capacity is determined by the aggregated summation of the Nameplate Rating of all components that make up the DER system. Additional information regarding the capacity limits can be seen in Section 6 of the Process Overview document.

Table 1.1. Fast Track Eligibility for DER

Line Voltage	Fast Track Eligibility ¹ Regardless of Location	Fast Track Eligibility for certified, inverter-based DER on a Mainline ² and ≤ 2.5 Electrical Circuit Miles from Substation ³
< 5 kV	≤ 500 kW	≤ 500 kW
≥ 5 kV and < 15 kV	≤1 MW	≤ 2 MW
≥ 15 kV and < 30 kV	≤ 3 MW	≤ 4 MW
≥ 30 kV and ≤ 69 kV	≤ 4 MW	≤ 5 MW

Fast Track eligibility for DERs is determined based upon the generator type, the size of the generator, voltage of the line, and the location of and the type of line at the Point of Common Coupling. All synchronous and induction machines must be no larger than 2 MW to be eligible for Fast Track Process consideration. Fast Track eligibility does not imply or indicate that a DER will pass the engineering screens or be exempt from the proposed DER Interconnection being placed into the Study Process.

1.2. Codes, Standards and Certification Requirements

The Interconnection Customer's proposed DER must meet the codes, standards and certification requirements listed in Section 14 and Section 15 of the Overview Process document. The Area EPS Operator may allow DER systems that do not meet codes, standards and certification only if the DER system design is reviewed and tested and determined that it is safe to operate in parallel with the Distribution System.

¹ Synchronous and induction machine eligibility is limited to no more than 2 MW even when line voltage is greater than 15 kV

² For purposes of this table, a Mainline is the three-phase backbone of a circuit. It will typically constitute lines with wire sizes of 4/0 American wire gauge, 266 kcmil, 336.4 kcmil, 397.5 kcmil, 477 kcmil and 795 kcmil.

³ An Interconnection Customer can determine this information about its proposed interconnection location in advance by requesting a pre-application report described in the Overview Process document.

2 Application Submission

2.1. Fast Track Process Application

The Interconnection Customer shall complete the Standard Interconnection Application and submit it to the Area EPS Operator to initialize the Interconnection Process. A completed Interconnection Application will include the following:

- A completed Standard Interconnection Application signed by the Interconnection Customer.
- A non-refundable processing fee indicated in Section 2.3.
- A site layout drawing of the proposed DER system.
- A one-line diagram of the proposed DER system showing the point of common coupling to the Area EPS Operator's Distribution System.
- All equipment manufacturer specification sheets.
- Documentation of site control indicated in Section 2.5.

2.2. Professional Licensed Engineer Signature

The one-line diagram submitted with the Interconnection Application will require a signature from a professional engineer licensed in the State of Minnesota certifying the DER was designed in conformance to the Minnesota Technical Requirements for the following conditions:

- Certified⁴ equipment is greater than 250 kW.
- Non-certified equipment is greater than 20 kW.

2.3. Processing Fee

The processing fee will differ for a Fast Track Interconnection Application depending on the type of equipment utilized as seen in Table 2.1.

⁴ Additional information regarding certified equipment is found in Section 14 and Section 15 of the Process Overview document.

Table 2.1. Interconnection Application Process Fee

Equipment Type	Process Fee
Certified System	\$100 + \$1/kW
Non-Certified System	\$100 + \$2/kW

2.4. Battery Storage

An inverter-based DER system may include battery storage. DER systems that include battery storage should complete the Energy Storage Application along with the Standard Interconnection Application.

2.5. Site Control

Documentation of site control must be submitted with the Standard Interconnection Application. Site control may be demonstrated by any of the following:

- Ownership of, a leasehold interest in, or a right to develop a site for the purpose of constructing the DER system.
- An option to purchase or acquire a leasehold site for constructing the DER system.
- An exclusivity or other business relationship between the Interconnection
 Customer and the entity having the right to sell, lease, or grant the
 Interconnection Customer the right to possess or occupy a site for constructing the
 DER system.

3 Application Review

3.1. Timelines

The Interconnection Application shall be date- and time-stamped upon initial, and if necessary, resubmission receipt. The Interconnection Customer shall be notified of receipt by the Area EPS Operator within ten (10) Business Days of receipt of the Interconnection Application.

The Area EPS Operator shall notify the Interconnection Customer if the Interconnection Application is deemed incomplete within ten (10) Business Days and provide a written list detailing all information that must be provided to complete the Interconnection Application. The Interconnection Customer has ten (10) Business Days to provide the missing information unless additional time is requested with valid reasons. Failure to submit the requested information within the stated timeline will result in the Interconnection Application being deemed withdrawn. The Area EPS Operator has an

additional five (5) Business Days to review the additionally provided information for completeness.

An Interconnection Application will be deemed complete upon submission to the Area EPS Operator provided all documents, fees and information required with the Interconnection Application adhering to Minnesota Technical Requirements is included. The time- and date- stamp of the completed Interconnection Application shall be accepted as the qualifying date for the purpose of establishing a queue position as described in Section 4.7 in the Overview Process document.

The Area EPS Operator has a total of twenty-five (25) Business Days to complete the Interconnection Application review and submit notice back to the Interconnection Customer stating the proposed DER system may proceed with the interconnection process or a supplemental review offer is to be made or the proposed DER system has been moved into a different process track. The period of time when waiting for the Interconnection Customer to provide missing information is not included in the Area EPS Operator's twenty-five (25) Business Days review timeline.

3.2. Initial Review Screens

The Area EPS Operator shall determine if the DER can be interconnected safely and reliably without the construction of facilities by the Area EPS Operator by using a set of Initial Review Screens. The Initial Review screens include the following engineering screens:

- The proposed DER's Point of Common Coupling must be on a portion of the Area EPS Operator's Distribution System.
- For interconnection of a proposed DER to a radial distribution circuit, the aggregated generation, including the proposed DER, on the circuit shall not exceed 15% of the line section annual peak load as most recently measured or 100% of the substation aggregated minimum load. A line section is that portion of an Area EPS Operator's electric system connected to a customer bounded by automatic sectionalizing devices or the end of the distribution line. The Area EPS Operator may consider 100% of applicable loading (i.e. daytime minimum load for solar), if available, instead of 15% of line section peak load.
- For interconnection of a proposed DER to the load side of network protectors, the proposed DER must utilize an inverter-based equipment package and,

together with the aggregated other inverter-based DERs, shall not exceed the smaller of 5% of a network's maximum load or 50 kW.⁵

- The proposed DER, in aggregation with other DERs on the distribution circuit, shall not contribute more than 10% to the distribution circuit's maximum fault current at the point on the high voltage (primary) level nearest the proposed Point of Common Coupling.
- The proposed DER, in aggregate with other Distributed Energy Resources on the distribution circuit, shall not cause any distribution protective devices and equipment (including, but not limited to, substation breakers, fuse cutouts, and line reclosers), or Interconnection Customer equipment on the system to exceed 87.5% of the short circuit interrupting capability; nor shall the interconnection be proposed for a circuit that already exceeds 87.5% of the short circuit interrupting capability.
- Using the table below, determine the type of interconnection to a primary distribution line. This screen includes a review of the type of electrical service provided to the Interconnecting Customer, including line configuration and the transformer connection to limit the potential for creating over-voltages on the Area EPS Operator's electric power system due to a loss of ground during the operating time of any anti-islanding function.

Table 3.1. Type of Primary Distribution Line Interconnections

Primary Distribution Line Type	Type of Interconnection to Primary Distribution Line	Results
Three-Phase, three wire	Three-phase or single-phase, phase-to-phase	Pass Screen
Three-phase, four wire	Effectively-grounded three-phase or single-phase, line-to-neutral	Pass Screen

 If the proposed DER is to be interconnected on single-phase shared secondary, the aggregate generation capacity on the shared secondary, including the proposed DER, shall not exceed 20 kW or 65% of the transformer nameplate rating.

⁵ Network protectors are protective devices used on secondary networks (spot and grid networks) to automatically disconnect associated transformers when reverse power flow occurs. Secondary networks are most often used in densely populated downtown areas.

• If the proposed DER is single-phase and is to be interconnected on a 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.

The technical screens listed shall not preclude the Area EPS Operator from using tools that perform screening functions using different methodologies provided the analysis is targeted to maintain the voltage, thermal and protection objectives as the listed screen.

3.3. Notification of Approval of Application

Provided the Interconnection Application passes the initial screens, or if the proposed interconnection fails the screens but the Area EPS Operator determines that the DER may nevertheless be interconnected consistent with safety, reliability and power quality standards, the Area EPS Operator shall provide notice to the Interconnection Customer that their Interconnection Application has been approved. The Area EPS Operator shall provide the Interconnection Customer with an Interconnection Agreement as outlined in Section 5.

3.4. Failure of Review Screens

If the proposed interconnection fails the screens, and the Area EPS Operator does not or cannot determine from the Initial Review that the DER may nevertheless be interconnected consistent with safety, reliability, and power quality standards, unless the Interconnection Customer is willing to consider minor modifications or further study, the Area EPS Operator shall provide the Interconnection Customer the opportunity to attend a customer options meeting.

The Area EPS Operator shall notify the Interconnection Customer of the determination and provide copies of all directly pertinent data and analyses underlying its conclusion, subject to confidentiality provisions in Section 12.1 of the Overview Process document.

3.5. Customer Options Meeting

Within ten (10) Business Days of the Area EPS Operator's notification to the Interconnection Customer of the proposed interconnection's failure of the engineering screens, the Area EPS Operator and the Interconnection Customer shall schedule a customer options meeting to review possible facility modification, screen analysis and related results to determine what further steps are needed to permit the DER to be interconnected safely and reliably to the Distribution System. At the customer options meeting the Area EPS Operator shall:

- Offer to perform a supplemental review in accordance with Section 4 and provide a non-binding good faith estimate of the cost of such review; or
- Obtain the Interconnection Customer's agreement to continue evaluating the Interconnection Application under the Study Process track.

4 Supplemental Review

4.1. Acceptance of Supplemental Review

To accept the offer of a supplemental review, the Interconnection Customer shall agree in writing and submit a deposit for the estimated costs of the supplemental review in the amount of the Area EPS Operator's good faith estimate of the costs of such review within fifteen (15) Business Days once the supplemental review offer is made by the Area EPS Operator. If the written agreement and deposit have not been received by the Area EPS Operator within that timeframe, the Interconnection Application can only continue being evaluated under the Study Process or it can be withdrawn by the Interconnection Customer.

The Interconnection Customer may specify within the written agreement the order in which the Area EPS Operator will complete the supplemental review screens listed in Section 4.4.

4.2. Supplemental Review Costs

The Interconnection Customer shall be responsible for the Area EPS Operator's actual costs for conducting the supplemental review. The Interconnection Customer shall pay any review costs that exceed the deposit within twenty (20) Business Days of receipt of the invoice or resolution of any dispute. If the deposit exceeds the invoiced costs, the Area EPS Operator will return such excess within twenty (20) Business Days of the invoice without interest.

4.3. Supplemental Review Timelines

Within thirty (30) Business Days following the receipt of the deposit for a supplemental review, the Area EPS Operator shall:

- Perform the supplemental review using the screens in Section 4.4.
- Notify the Interconnection Customer of the results in writing.
- Include copies of the Area EPS Operator's analysis under the screens with the written notification.

Unless the Interconnection Customer provides instruction for how to respond to a failure of any of the supplemental review screens in the written acceptance of supplemental review, the Area EPS Operator shall notify the Interconnection Customer within two (2) Business Days if a supplemental review screen is failed or if the Area EPS Operator is unable to perform the supplemental review screen. The Area EPS Operator shall then obtain the Interconnection Customer's permission to either:

- Continue evaluating the proposed interconnection using the supplemental review screens in Section 4.4.
- Terminate the supplemental review and continue evaluating the Interconnection Application in the Study Process track.
- Terminate the supplemental review upon withdrawal of the Interconnection Application by the Interconnection Customer.

The Interconnection Customer shall respond with its choice within five (5) Business Days of notification from the Area EPS Operator.

4.4. Supplemental Review Screens

The three supplemental review screens are the Minimum Load screen, the Voltage and Power Quality screen and the Safety and Reliability screen.

4.4.1. Minimum Load Screen

The aggregate DER capacity on the line section is less than 100% of the minimum load for all line sections bounded by automatic sectionalizing devices upstream of the proposed DER. If minimum load data is not available, or cannot be calculated, estimated or determined, the Area EPS Operator shall include the reason(s) that it is unable to calculate, estimate or determine minimum load in its supplemental review results notification under Section 4.3. The line section minimum load data shall include onsite load but not station service load served by the proposed DER in this screen.

The type of generation used by the proposed DER will be considered when calculating, estimating, or determining circuit or line section minimum load relevant for the application of this screen. Solar photovoltaic (PV) generation systems with no battery storage use daytime minimum load (i.e., 10 a.m. to 4 p.m. for fixed panel systems and 8 a.m. to 6 p.m. for PV systems utilizing tracking systems), while all other generation uses absolute minimum load.

When this screen is being applied to a DER that serves some station service load, only the net injection into the Area EPS Operator's electric system will be considered as part of the aggregate generation.

The Area EPS Operator will not consider as part of the aggregate generation for purposes of this screen DER capacity known to be already reflected in the minimum load data.

4.4.2. Voltage and Power Quality Screen

In aggregate with existing generation on the line section the following conditions shall be met for the screen to be passed:

- The voltage regulation on the line section can be maintained in compliance with relevant requirements under all system conditions.
- The voltage fluctuation is within acceptable limits as defined by Institute of Electrical and Electronics Engineers (IEEE) Standard 1453, or utility practice similar to IEEE Standard 1453.
- The harmonic levels meet IEEE Standard 519 limits.

4.4.3. Safety and Reliability Screen

The location of the proposed DER and the aggregate generation capacity on the line section do not create impacts to safety or reliability that cannot be adequately addressed without application of the Study Process. The Area EPS Operator shall give due consideration to the following and other factors in determining potential impacts to safety and reliability in applying this screen.

- Whether the line section has significant minimum loading levels dominated by a small number of customers (e.g., several large commercial customers).
- Whether the loading along the line section is uniform or even.
- Whether the proposed DER is located in close proximity to the substation (i.e., less than 2.5 electrical circuit miles), and whether the line section from the substation to the Point of Common Coupling is a main line rated for normal and emergency ampacity.

- Whether the proposed DER incorporates a time delay function to prevent reconnection of the generator to the system until system voltage and frequency are within normal limits for a prescribed time.
- Whether operational flexibility is reduced by the proposed DER, such that transfer of the line section(s) of the DER to a neighboring distribution circuit/substation may trigger overloads or voltage issues.
- Whether the proposed DER employs equipment or systems certified by a recognized standards organization to address technical issues such as, but not limited to, islanding, reverse power flow, or voltage quality.

4.5. Identification of Construction of Facilities

If the proposed interconnection requires the construction of any distribution or transmission facilities, the Area EPS Operator shall notify the Interconnection Customer of the requirement when it provides the supplemental review results. The Area EPS Operator may include a non-binding good faith estimate to construct the facilities included with the supplemental review results. In lieu of providing a non-binding good faith estimate to construct the necessary facilities, the Area EPS Operator may require the proposed interconnection to move to the Study Process for a facility study instead.

Upon being presented with either the non-binding good faith estimate or the requirement for a facility study, the Interconnection Customer has five (5) Business Days to inform the Area EPS Operator to proceed with the proposed interconnection or withdraw the Interconnection Application.

4.6. Supplemental Review Results

If the proposed interconnection passes the supplemental review screens in Section 4.4 and does not require construction of distribution or transmission facilities by the Area EPS on its own system, the Area EPS Operator shall provide an executable Interconnection Agreement within five (5) Business Days after the supplemental review screens are completed. Information regarding the Interconnection Agreement is detailed in Section 5.

If the proposed interconnection passes the supplemental review screens in Section 4.4 and the Interconnection Customer agrees to the non-binding good faith estimate of construction of any distribution or transmission facilities by the Area EPS Operator, the Area EPS Operator shall provide an executable Interconnection Agreement within twenty (20) Business Days. Included with the Interconnection Agreement shall be non-

binding good faith estimate of construction costs and a construction schedule for the facilities. Information regarding the Interconnection Agreement is detailed in Section 5.

If the proposed interconnection does not pass the supplemental review screens in Section 4.4 the Area EPS Operator shall provide the Interconnection Customer with the option of commencing the Study Process. The Interconnection Customer shall notify the Area EPS Operator within fifteen (15) Business Days if they wish to proceed with the Study Process to retain their queue position or the Interconnection Application will be deemed withdrawn.

5 Interconnection Agreement

5.1. Uniform Contract

For a proposed interconnection that meets the conditions of being classified as a qualifying facility less than 40 kW, the Area EPS Operator shall provide the Interconnection Customer with an executable copy of the Area EPS Operator's Uniform Contract for Cogeneration and Small Power Production Facilities (Uniform Contract).

5.2. Municipal Minnesota Interconnection Agreement

For proposed interconnections that do not meet the conditions of being classified as a qualifying facility less than 40 kW or if requested by the Interconnection Customer in lieu of signing the Uniform Contract, the Area EPS Operator shall provide an executable copy of the Municipal Minnesota Interconnection Agreement (MMIA).

5.3. Completion of Agreement

The Interconnection Customer must return a signed Interconnection Agreement at least thirty (30) Business Days prior to the requested in-service date of the proposed DER. The Area EPS Operator shall sign and return a copy of the fully executed Interconnection Agreement back to the Interconnection Customer.

The Interconnection Customer may update the requested in-service date submitted on the Interconnection Application to a date thirty (30) Business Days or later from the date on which the Interconnection Customer submits a signed Interconnection Agreement and payment if required unless the Area EPS Operator agrees to an earlier date.

Upon receipt of the signed Interconnection Agreement, the Area EPS Operator may schedule appropriate metering replacements and construction of facilities, if necessary.

6 Insurance

6.1. Insurance Requirements

At minimum, the Interconnection Customer shall maintain, for the duration the DER system is interconnected to the Area EPS Operator's Distribution System, general liability insurance from a qualified insurance agency with a B+ or better rating by "Best" with a combined single limit of not less than those described in Table 6.1. Such general liability insurance shall include coverage against claims for damages resulting from (i) bodily injury, including wrongful death; and (ii) property damage arising out of the Interconnection Customer's ownership and/or operation of the DER under this agreement. Evidence of the insurance shall state that coverage provided is primary and is not excess to or contributing with any insurance or self-insurance by the Area EPS Operator.

DER System Size	Liability Insurance Requirement	
· < 40 kW AC	\$300,000	
≥ 40 kW AC and < 250 kW AC	\$1,000,000	
≥ 250 kW AC and < 5 MW AC	\$2,000,000	
> 5 MW AC	\$3,000,000	

Table 6.1. Liability Insurance Requirements

For all proposed DER systems, except those that are qualifying systems less than 40 kW AC, the general liability insurance shall, by endorsement to the policy or polices:

- Include the Area EPS Operator as additionally insured.
- Contain severability of interest clause or cross-liability clause.
- Provide that the Area EPS Operator shall not by reason incur liability to the insurance carrier for the payment of premiums for such insurance if the Area EPS Operator is included as an additionally insured.

6.2. Self-Insurance

The Interconnection Customer may choose to be self-insured provided there is an established record of self-insurance. The Interconnection Customer shall supply the Area EPS Operator at least 20 days prior to the date of initial operation, evidence of an acceptable plan to self-insure to a level of coverage equivalent to that required in Section 6.1. Failure of the Interconnection Customer or the Area EPS Operator to enforce the minimum levels of insurance does not relieve the Interconnection Customer from maintaining such levels of insurance or relieve the Interconnection Customer of any liability.

6.3. Proof of Insurance

The Interconnection Customer shall furnish the required insurance certificates and endorsements to the Area EPS Operator prior to the initial operation of the DER. A copy of the Declaration page of the Homeowner's insurance policy is a common example of an insurance certificate. Thereafter, the Area EPS Operator shall have the right to periodically inspect or obtain a copy of the original policy or polices of insurance. Additionally, the Area EPS Operator may request to be additionally listed as an interested third part on the insurance certificates and endorsements for qualifying facilities less than 40 kW AC to meet the right to periodically obtain a copy of the policy or policies of insurance.

7 Timeline Extensions

7.1. Reasonable Efforts

The Area EPS Operator shall make Reasonable Efforts to meet all time frames provided in these procedures. If the Area EPS Operator cannot meet a deadline provided herein, it must notify the Interconnection Customer in writing within three (3) Business Days after the deadline to explain the reason for the failure to meet the deadline and provide an estimated time by which it will complete the applicable interconnection procedure in the process.

7.2. Extensions

For applicable time frames described in these procedures, the Interconnection Customer may request in writing one extension equivalent to half of the time originally allotted (e.g., ten (10) Business Days for a twenty (20) Business Days original time frame) which the Area EPS Operator may not unreasonably refuse. No further extensions for the applicable time frame shall be granted absent a Force Majeure Event or other similarly extraordinary circumstance.

8 Modifications to Application

8.1. Procedures

At any time after the Interconnection Application is deemed complete, the Interconnection Customer or the Area EPS Operator may identify modifications to the proposed DER system that may improve costs and benefits (including reliability) of the proposed DER system and the ability for the Area EPS Operator to accommodate the proposed DER system. The Interconnection Customer shall submit to the Area EPS Operator in writing all proposed modifications to any information provided in the Interconnection Application. The Area EPS Operator cannot unilaterally modify the Interconnection Application.

8.2. Timelines

Within ten (10) Business Days of receipt of the proposed modification, the Area EPS Operator shall evaluate whether the proposed modification to the Interconnection Application constitutes a Material Modification. The definition in the Section 13 Glossary of the Process Overview document includes examples of what does and does not constitute a Material Modification.

The Area EPS Operator shall notify the Interconnection Customer in writing of the final determination of the proposed modification. For proposed modifications that are determined to be a Material Modification the Interconnection Customer may choose to either: 1) withdraw the proposed modification; or 2) proceed with a new Interconnection Application. The Interconnection Customer shall provide its determination in writing to the Area EPS Operator within ten (10) Business Days after being provided the Material Modification determination. If the Interconnection Customer does not provide its determination within the timeline, the Interconnection Application shall be considered withdrawn.

If the proposed modification is not determined to be a Material Modification, then the Area EPS Operator shall notify the Interconnection Customer in writing that the modification has been accepted and the Interconnection Customer shall retain its eligibility for interconnection, including its place in the queue.

9 Interconnection

9.1. Interconnection Milestones

For DER systems that are not a qualifying facility less than 40 kW AC, the Interconnection Customer and the Area EPS Operator shall agree on milestones for which each Party is responsible and list them in Attachment IV of the MMIA. To the greatest extent possible, the Parties will identify all design, procurement, installation and construction requirements associated with the project, and clear associated timelines, at the beginning of the design, procurement, installation and construction phase, or as early within the process as possible.

A Party's obligation under this provision may be extended by agreement. If a Party anticipates that it will be unable to meet a milestone for any reason other than a Force Majeure Event, it shall immediately notify the other Party of the reason(s) for not meeting the milestone, propose the earliest reasonable alternative date in which this and future milestones will be met, and request appropriate amendments to the MMIA and its attachments. The Party affected by the failure to meet a milestone shall not unreasonably withhold agreement to such an amendment unless:

- The Party will suffer significant uncompensated economic or operational harm from the delay, or
- Attainment of the same milestone has previously been delayed, or
- The Party has reason to believe the delay in meeting the milestone is intentional or unwarranted notwithstanding the circumstance explained by the Party proposing the amendment.

If the Party affected by the failure to meet a milestone disputes the proposed extension, the affected Party may pursue dispute resolution as described in the Overview Process document.

9.2. Metering

Any metering requirements necessitated by the use of the DER system shall be installed at the Interconnection Customer's expense. The metering requirement costs will be included in the final invoice of interconnection costs to the Interconnection Customer. The Interconnection Customer is also responsible for metering replacement costs not covered in the Interconnection Customer's general customer charge. The Area EPS Operator may charge Interconnection Customers an ongoing metering-related charge for an estimate of ongoing metering-related costs specifically demonstrated.

9.3. Construction

The Interconnection Customer may proceed to construct (including operational testing not to exceed two hours) the DER system when the Area EPS Operator has approved the Interconnection Application. Upon receipt of a signed Uniform Contract or Interconnection Agreement the Area EPS Operator shall schedule and execute appropriate construction of facilities.

9.4. Inspection, Testing and Commissioning

Upon completing construction of the DER system, the Interconnection Customer will cause the DER system to be inspected or otherwise certified by the appropriate local electrical wiring inspector with jurisdiction. The Interconnection Customer shall then arrange for the inspection and testing of the DER system and the Customer's Interconnection Facilities prior to interconnection pursuant to Minnesota Interconnection Technical Requirements. Commissioning tests of the Interconnection Customer's installed equipment shall be performed pursuant to applicable codes and standards of Minnesota's Technical Requirements and Section 15 in the Overview Process.

The Interconnection Customer shall notify the Area EPS Operator of testing and inspection no fewer than five (5) Business Days in advance, or as may be agreed to by the Parties. The Interconnection Customer shall provide to the Area EPS Operator a testing procedure that will be followed on the day of testing and inspection no fewer than ten (10) Business Days prior to the testing and inspection date. The testing procedure should include tests and/or inspections to confirm the DER system will meet the technical requirements of interconnection. The Area EPS Operator shall review the testing procedure for completeness and shall notify the Interconnection Customer if the testing procedure fails to address components of the technical requirements for interconnection.

The Area EPS Operator shall send qualified personnel to the DER site to inspect the interconnection and witness the testing. Testing and inspection shall occur on a Business Day at a mutually agreed upon date and time. The Area EPS Operator may waive the right to witness the testing.

9.5. Interconnection Costs

9.4.1 Estimation of Interconnection Costs

The Interconnection Customer shall pay for the actual cost of the Interconnection Facilities and Distribution Upgrades along with the Area EPS Operator's cost to commission the proposed DER system. An estimate of the interconnection costs shall be stated in the Uniform Contract or in the MMIA in Attachment II as a detailed itemization of such costs. If Network Upgrades are required, the actual cost of the Network Upgrades, including overheads, shall be borne by the Interconnection Customer pursuant to the Transmission Provider and associated agreements.

- 9.4.2 Progressive Payment of Interconnection CostsThe Area EPS Operator shall bill the Interconnection
 - The Area EPS Operator shall bill the Interconnection Customer for the design, engineering, construction and procurement costs of the Interconnection Facilities and Upgrades described in the MMIA Attachment II or Uniform Contract on a monthly basis or other basis agreed upon by both Parties in the MMIA or Uniform Contract. The Interconnection Customer shall pay each bill within twenty-one (21) Business Days or as agreed to in the MMIA or Uniform Contract.
- 9.4.3 Final Accounting of Interconnection Facilities and Upgrade Costs
 If distribution or transmission facilities required upgrades to accommodate
 the proposed DER system, the Area EPS Operator shall render the final
 interconnection cost invoice to the Interconnection Customer within eighty

(80) Business Days (approximately four calendar months) of completing the construction and installation of the Area EPS Operator's Interconnection Facility and Upgrades. The Area EPS Operator shall provide the Interconnection Customer with a final accounting report identifying the difference between the actual Interconnection Customer's cost responsibility and the Interconnection Customer's previous aggregate payments to the Area EPS Operator for the specific DER system interconnection. Upon the final accounting submitted to the Interconnection Customer, the balance between the actual cost and previously aggregated payments shall be paid to the Area EPS Operator within twenty (20) Business Days. If the balance between the actual cost and previously aggregated payments is a credit, the Area EPS Operator shall refund the Interconnection Customer within twenty (20) Business Days.

9.4.4 Final Interconnection Costs without Facilities and Upgrades Needed Within thirty (30) Business Days the final invoice for the interconnection costs shall be rendered to the Interconnection Customer once the proposed DER system has been commissioned by the Area EPS Operator, or upon the commissioning being waived by the Area EPS Operator. The Interconnection Customer shall make payment to the Area EPS Operator within twenty-one (21) Business Days of receipt, or as otherwise stated in the Uniform Contract or MMIA.

9.6. Security of Payment

At the option of the Area EPS Operator, either the "Traditional Security" or the "Modified Security" method shall be used for assurance of payment of interconnection cost.

Under the Traditional Security method, the Interconnection Customer shall provide reasonable, adequate assurances of credit, including a letter of credit or personal guaranty of payment and performance from a creditworthy entity acceptable under the Area EPS Operator credit policy. The letter of credit shall also include procedures for the unpaid balance of the estimated amount shown in the Interconnection Agreement for the totality of all anticipated work or expense incurred by the Area EPS Operator associated with the Interconnection Application. The payment for these estimated costs shall be as follows:

• 1/3 of estimated costs shall be due no later than when the Interconnection Customer signs the Interconnection Agreement.

- An additional 1/3 of estimated costs shall be due prior to initial energization of the DER with the Area EPS Operator.
- Remainder of actual costs, incurred by Area EPS Operator, shall be due within thirty (30) Business Days from the date the bill is mailed by the Area EPS Operator after project completion.

Under the Modified Security method, at least twenty (20) Business Days prior to the commencement of the design, procurement, installation, or construction of a discrete portion of the Area EPS Operator's Interconnection Facilities and Upgrades, the Interconnection Customer shall provide the Area EPS Operator, at the Interconnection Customer's option, a guaranty, letter of credit or other form of security that is reasonably acceptable to the Area EPS Operator and is consistent with the Minnesota Uniform Commercial Code. Such security for payment shall be in an amount sufficient to cover the costs for constructing, designing, procuring, and installing the applicable portion of the Area EPS Operator's Interconnection Facilities and Upgrades and shall be reduced on a dollar-for-dollar basis for payments made to the Area EPS Operator under the Interconnection Agreement during its term.

The guaranty must be made by an entity that meets the creditworthiness requirements of the Area EPS Operator and contain terms and conditions that guarantee payment of any amount that may be due from the Interconnection Customer, up to an agreed-to maximum amount.

The letter of credit must be issued by a financial institution or insurer reasonably acceptable to the Area EPS Operator and must specify a reasonable expiration date not sooner than sixty (60) Business Days (three calendar months) after the due date of the final accounting report and bill described in Section 9.5

9.7. Non-Warranty

Area EPS Operator does not give any warranty, expressed or implied, as to the adequacy, safety, or other characteristics of any structures, equipment, wires, appliances or devices owned, operated, installed or maintained by the Interconnection Customer, including without limitation the DER and any structures, equipment, wires, appliances or devices not owned, operated or maintained by the Area EPS Operator. The Area EPS Operator does not guarantee uninterrupted power supply to the DER and will operate the Distribution System with the same reliability standards for the entire customer base.

9.8. Authorization for Parallel Operation

The Interconnection Customer shall not operate its DER system in parallel with the Area EPS Operator's Distribution System without prior written authorization from the

Area EPS Operator. The Area EPS Operator shall provide such authorization within three (3) Business Days from when the Area EPS Operator receives notification that the Interconnection Customer has complied with all applicable parallel operations requirements and commissioning has been successfully completed. Such authorization shall not be unreasonably withheld, conditioned or delayed.

9.9. Continual Compliance

The Interconnection Customer shall be fully responsible to operate, maintain, and repair the DER as required to ensure that it complies at all times with the interconnection standards to which it has been certified. The Interconnection Customer shall also operate its DER system in compliance with the Area EPS Operator's technical requirements referred to in the executed Interconnection Agreement. The Area EPS Operator may periodically inspect, at its own expense, the operation of the DER system as it relates to power quality, thermal limits and reliability. Failure by the Interconnection Customer to remain in compliance with the technical requirements will result in the disconnection of the DER system from the Area EPS Operator's Distribution System.

9.10. Disconnection of DER

The Area EPS Operator has the right to disconnect the DER in the event of the following:

- Does not continue to follow and maintain IEEE 1547 settings approved by the Area
 EPS Operator as indicated by the adopted technical requirements.
- Does not meet all the requirements of the Fast Track Process.
- Refuses to sign either the MMIA or the Area EPS Operator's Uniform Contract.

The Area EPS Operator may temporarily disconnect the DER upon the following conditions:

- For scheduled outages upon reasonable notice.
- For unscheduled outages or emergency conditions.
- If the DER does not operate in the manner consistent with the Fast Track Process.

The Area EPS Operator shall inform the Interconnection Customer in advance of any scheduled disconnections, or as reasonable, after an unscheduled disconnection.



INTERCONNECTION PROCESS

Study Process

ABSTRACT

Information in addition to the "Process Overview" for interconnecting to the utility distribution system Distributed Energy Resources larger than 4 megawatts in size or in need of additional studies.

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1 Applicability

1.1. Applicability

The Study Process is applicable to an Interconnection Customer proposing to interconnect a Distributed Energy Resource (DER) with the Area Electrical Power System (Area EPS) Operator's Distribution System, if the DER capacity is larger than 4 MW or is identified through the engineering screening process to need additional studies.

The majority of proposed DER interconnections will initially apply for interconnection under the Simplified or Fast Track Processes. Initial and supplemental screening results are to be considered throughout the Study Process.

1.2. Codes, Standards and Certification Requirements

The Interconnection Customer's proposed DER must meet the codes, standards and certification requirements listed in Section 13, 14 and Section 15 of the Process Overview document. The Area EPS Operator may allow DER systems that do not meet codes, standards and certification only if the DER system design is reviewed, tested and determined to be safe to operate in parallel with the Distribution System.

2 Application Submission

2.1. Initial Interconnection Application for the Study Process

For proposed DER interconnections that are not initially applied for under the Fast Track Process, the Interconnection Customer shall complete the Standard Interconnection Application and submit it to the Area EPS Operator to initiate the Interconnection Process. A completed Interconnection Application will include the following:

- A completed Interconnection Application signed by the Interconnection Customer.
- A process fee not to exceed \$1,000, plus \$2.00 per kW, toward the deposit of the study(s) indicated in Section 4.
- A site layout drawing of the proposed DER system.
- A one-line diagram of the proposed DER system showing the Point of Common Coupling to the Area EPS Operator's Distribution System.
- All equipment manufacturer specification sheets.
- Documentation of site control as indicated in Section 2.4.

2.2. Professional Licensed Engineer Signature

The one-line diagram submitted with the Interconnection Application will require a signature from a professional engineer licensed in the State of Minnesota certifying the DER was designed in conformance to the Minnesota Technical Requirements for the following conditions:

- Certified equipment is greater than 250 kW.
- Non-certified equipment is greater than 20 kW.

2.3. Battery Storage

An inverter-based DER system may include battery storage. DER systems that include battery storage should complete the Energy Storage Application along with the Interconnection Application.

2.4. Site Control

Documentation of site control must be submitted with the Interconnection Application. Site control may be demonstrated by any of the following:

- Ownership of, a leasehold interest in, or a right to develop a site for the purpose of constructing the DER system;
- An option to purchase or lease a site for constructing the DER system;
- An exclusivity or other business relationship between the Interconnection Customer and the entity having the right to sell, lease, or grant the Interconnection Customer the right to possess or occupy a site for constructing the DER system.

2.5. Interconnection Applications from Other Processes

Some Interconnection Applications submitted under the Fast Track Process may be moved into the Study Process due to issues with the DER interconnection identified by engineering screens. An Area EPS Operator cannot request a new Interconnection Application submission if the Interconnection Application has already been submitted through the Fast Track Process. The Interconnection Customer who had already paid a processing fee for the Fast Track Process is still responsible to make a deposit toward the applicable studies addressed in Section 4, 5 and 6, but does not need to submit an additional processing fee.

¹ Additional information regarding certified equipment is found in Sections 14 and 15 of the Process Overview document.

3 Initial Steps

3.1. Completeness Review and Queue Position

The Interconnection Application originally submitted under the Study Process shall be date- and time-stamped upon initial receipt, and if necessary, resubmission receipt. The Interconnection Customer shall be notified of receipt by the Area EPS Operator within ten (10) Business Days after receipt.

The Area EPS Operator shall notify the Interconnection Customer, within ten (10) Business Days, if the Interconnection Application is deemed incomplete, and provide a written list detailing all information that must be provided to complete the Interconnection Application. The Interconnection Customer has ten (10) Business Days, to provide the missing information, unless additional time is requested with a valid reason. Failure to submit the requested information, within the stated timeline, will result in the Interconnection Application being deemed withdrawn. The Area EPS Operator has an additional five (5) Business Days to review the additionally provided information for completeness.

An Interconnection Application will be deemed complete upon submission to the Area EPS Operator, provided all documents, fees and information required with the Interconnection Application, adhering to Minnesota Technical Requirements, is included. The date- and time-stamp of the completed Interconnection Application shall be accepted as the qualifying date for the purpose of establishing a queue position, as described in Section 4.7 of the Overview Process document.

Interconnection Applications already screened in the Simplified Process or Fast Track Process shall retain their original queue position in the Study Process provided all applicable timelines were met.

3.2. Scoping Meeting

A scoping meeting shall be held within ten (10) Business Days after the Interconnection Application submitted under the Study Process is deemed complete. For Interconnection Applications that were submitted under or put through the Fast Track Process, the scoping meeting will occur within ten (10) Business Days after the Interconnection Customer has elected to continue with the Study Process. The scoping meeting timeline may be extended upon mutual agreement of both Parties. The scoping meeting may also be omitted by mutual agreement.

The purpose of the scoping meeting is to discuss the Interconnection Application and review existing study results relevant to the Interconnection Application. The Parties shall further discuss whether the Area EPS Operator should perform a System Impact

Study or Studies, or proceed directly to a Facilities Study or an Interconnection Agreement. If the Area EPS Operator determines there is no potential for Transmission System or Distribution System adverse system impacts, the Interconnection Application shall proceed directly to a Facilities Study or an executable Interconnection Agreement, as agreed to by the Parties.

4 System Impact Study

4.1. Electric System Impacts

A System Impact Study shall identify and detail the electric system impacts that would result if the proposed DER(s) were interconnected without project modifications or electric system modifications. The System Impact Study is also to study the potential impacts, including but not limited to, those identified in the scoping meeting. A System Impact Study shall evaluate the impacts of the proposed interconnection on the reliability of the electric system.

4.2. System Impact Study Agreement

If the Parties agree at the scoping meeting that a System Impact Study should be performed, the Area EPS Operator shall provide the Interconnection Customer a System Impact Study Agreement, not later than five (5) Business Days after the scoping meeting. If the scoping meeting was omitted by mutual agreement, the Area EPS Operator shall provide the Interconnection Customer a System Impact Study Agreement within ten (10) Business Days after the Interconnection Customer waives the scoping meeting.

The System Impact Study Agreement shall include an outline of the scope of the study and a non-binding good faith estimate of the cost to perform the study. If applicable, the System Impact Study Agreement shall list any additional and reasonable technical data on the DER needed to perform the study. The scope and cost responsibilities are to be described in the System Impact Study Agreement.

4.3. System Impact Study Costs

A deposit of the good faith estimated cost for each System Impact Study shall be provided by the Interconnection Customer with the return of a signed System Impact Study Agreement.

4.4. System Impact Study Timelines

Both the Area EPS Operator and the Interconnection Customer has timeline responsibilities under the System Impact Study.

4.4.1. Interconnection Customer Timelines

In order to remain in consideration for interconnection, an Interconnection Customer who has requested a System Impact Study shall meet the following conditions within twenty (20) Business Days of being provided a System Impact Study Agreement:

- Return a signed System Impact Study Agreement.
- Provide to the Area EPS Operator any requested additional and reasonable technical data on the DER needed to perform the System Impact Study.
- Pay the required study deposit.

Upon the Interconnection Customer's request, the Area EPS Operator shall grant a time frame extension as described in Section 9.29.2, if additional technical data is requested.

4.4.2 Area EPS Operator Timelines

A System Impact Study shall be completed within thirty (30) Business Days after the System Impact Study Agreement has been signed by both Parties and delivered with the deposit and requested technical information to the Area EPS Operator. The results of the System Impact Study shall be delivered to the Interconnection Customer within five (5) Business Days of completion of the System Impact Study. Upon request, the Area EPS Operator shall provide the Interconnection Customer supporting documentation developed in the preparation of the System Impact Study, subjected to confidentiality arrangements consistent with Section 12.1 of the Overview Process and terms of the System Impact Study Agreement.

5 Transmission System Impact Study

5.1. Transmission System Impacts

In instances where the System Impact Study shows potential for Transmission System adverse system impacts, the Area EPS Operator shall contact the appropriate Transmission Provider within five (5) Business Days following the identification of such impacts. The Area EPS Operator shall coordinate with the Area EPS Operator's Transmission Provider to have the necessary studies to determine if the DER causes any adverse transmission impacts. The appropriate Transmission Provider shall provide a Transmission System Impact Study Agreement for the Interconnection Customer. Included in the Transmission System Impact Study Agreement will be a non-binding,

good faith estimate of cost for the study, along with a scope outline of the study and any additional technical data required to complete the Transmission System Impact Study.

5.2. Transmission System Impact Study Timelines

In order to remain in consideration for interconnection, an Interconnection Customer must return the executed Transmission System Impact Study Agreement, along with the study deposit, within fifteen (15) Business Days. The Transmission System Impact Study shall be completed and the results provided to the Interconnection Customer in as timely a manner as possible, after the Transmission System Impact Study Agreement is signed by the Parties. The Area EPS Operator shall be responsible for coordination with the Transmission Provider as needed. Affected Systems shall participate in the study and provide all information necessary to prepare the study.

5.3. Regional Transmission Operator Jurisdiction

In certain circumstances the Transmission Provider may not be able to study a proposed DER system if there is a possible affect to the bulk Transmission System. In these situations, the Area EPS Operator will coordinate with the Transmission Provider to inform the Interconnection Customer that the proposed DER system will need to follow the Regional Transmission Operator's interconnection process. For most of Minnesota, the Regional Transmission Operator is Midcontinent Independent System Operator (MISO).

6 Facilities Study

6.1. Construction of Facilities

If construction of facilities is required, a Facility Study may be necessary to specify and estimate the cost of the equipment, engineering, procurement and construction work. A Facility Study is identified by an Initial Review, Supplemental Review or the Study Process to provide interconnection and interoperability of the DER with the Area EPS Operator's Distribution System as required by Minnesota Technical Requirements. At the determination of the Area EPS Operator, Interconnection Applications reviewed in the Simplified Process or the Fast Track Process that require construction of facilities may forgo a Facilities Study.

6.2. Facilities Study Agreement

The Area EPS Operator shall provide the Interconnection Customer a Facilities Study Agreement either:

- in tandem with the results of the Interconnection Customer's System Impact Study, or
- in tandem with a Transmission System Impact Study, or
- if no System Impact Study is required, within five (5) Business Days after the scoping meeting, or
- within ten (10) Business Days after the Interconnection Application is deemed complete and approved through the Simplified Process or Fast Track Process.

The Facilities Study Agreement shall be accompanied by an outline of the scope of the study and a non-binding good faith estimate of the cost to perform the Facilities Study. The scope of and cost responsibilities for the Facilities Study are to be described in the Facilities Study Agreement. A deposit of the good faith estimated costs for the Facilities Study shall be provided by the Interconnection Customer at the time it returns the Facilities Study Agreement.

6.3. Facilities Study Timeline

In order to remain under consideration for interconnection, the Interconnection Customer must return the executed Facilities Study Agreement and pay the required study deposit within fifteen-(15) Business Days.

6.4. Identification of Construction of Facilities

The Facilities Study shall specify and estimate the cost of the equipment, engineering, procurement and construction work (including overheads), needed to implement the conclusions of the System Impact Study. Design for any required Interconnection Facilities and/or Upgrades shall be performed under the Facilities Study Agreement unless the Facilities Study Agreement was deemed unnecessary by the Area EPS Operator. However, in the event that the Interconnection Customer did not provide the Area EPS Operator all required Conditional Use Permits at the time of entering into the Facilities Study Agreement, any such Design and/or Upgrades by the Area EPS Operator may be delayed until after the Interconnection Customer has provided to the Area EPS Operator all required Conditional Use Permits or provides a final design. The information in the Conditional Use Permits, or changes to the design, may result in significant modifications to the planned design and/or Upgrades. The Interconnection Customer may send to the Area EPS Operator a redacted version of the Conditional Use Permit(s) to ensure confidentiality, but any and all information that the Area EPS Operator would reasonably need to perform an accurate Facilities Study shall not be redacted. If necessary to comply with these requirements, a confidential version of the

Conditional Use Permit(s) may be provided to the Area EPS Operator, with the confidential information being clearly marked and subjected to Confidentiality provisions in the Overview Process document Section 12.1.

The Area EPS Operator may contract with consultants to perform activities required under the Facilities Study Agreement. The Interconnection Customer and the Area EPS Operator may agree to allow the Interconnection Customer to separately arrange for the design of some of the Interconnection Facilities. In such cases, facilities design will be reviewed and/or modified prior to acceptance by the Area EPS Operator, under the provisions of the Facilities Study Agreement. The Area EPS Operator shall make sufficient information available to the Interconnection Customer, in accordance with confidentiality and critical infrastructure requirements, to permit the Interconnection Customer to obtain an independent design and cost estimate for any necessary facilities.

6.5. Facilities Study Report Timeline

In cases where Upgrades are required, the Facilities Study must be completed within forty-five (45) Business Days of the receipt of the executed Facilities Study Agreement and deposit. In cases where no Upgrades are necessary, and the required facilities are limited to Interconnection Facilities, the Facilities Study must be completed within thirty (30) Business Days of the receipt of the executed Facilities Study Agreement and deposit.

Once the Facilities Study is completed, a draft Facilities Study Report shall be prepared and transmitted to the Interconnection Customer. Upon request, the Area EPS Operator shall provide the Interconnection Customer supporting documentation developed in the preparation of the Interconnection Facilities Study, subject to confidentiality arrangements consistent with these procedures and the Facilities Study Agreement.

Within ten (10) Business Days of providing a draft Facilities Study Report to the Interconnection Customer, the Area EPS Operator and Interconnection Customer shall meet to discuss the results of the Facilities Study. This meeting may be omitted by mutual agreement. The Interconnection Customer may, within twenty (20) Business Days after receipt of the draft report, provide written comments to the Area EPS Operator, which the Area EPS Operator shall address in the final report.

The Area EPS Operator shall issue the final Facilities Study Report within fifteen (15) Business Days of receiving the Interconnection Customer's comments, or promptly upon receiving the Interconnection Customer's statement that they will not provide comments. The Area EPS Operator may reasonably extend the time frame, upon notice

to the Interconnection Customer, if the Interconnection Customer's comments require additional analyses or lead to significant modifications by the Area EPS Operator prior to issuance of the final Facilities Study Report.

7 Interconnection Agreement

7.1. Uniform Contract

For a proposed interconnection that meets the conditions of being classified as a qualifying facility less than 40 kW, the Area EPS Operator shall provide the Interconnection Customer with an executable copy of the Area EPS Operator's Uniform Contract for Cogeneration and Small Power Production Facilities (Uniform Contract), within five (5) Business Days after the completion of the applicable study.

7.2. Municipal Minnesota Interconnection Agreement

For proposed interconnections that do not meet the conditions of being classified as a qualifying facility less than 40 kW or if requested by the Interconnection Customer in lieu of signing the Uniform Contract, the Area EPS Operator shall provide the Interconnection Customer an executable Municipal Minnesota Interconnection Agreement (MMIA) within five (5) Business Days after the completion of the applicable study or studies.

7.3. Completion of Agreement

The Interconnection Customer must return a signed Interconnection Agreement at least thirty (30) Business Days prior to the requested in-service date of the propose DER. The Area EPS Operator shall sign and return a copy of the fully executed Interconnection Agreement, back to the Interconnection Customer.

The Interconnection Customer may update the requested in-service date submitted on the Interconnection Application to a date thirty (30) Business Days or later from the date on which the Interconnection Customer submits a signed Interconnection Agreement and payment if required unless the Area EPS Operator agrees to an earlier date.

Upon receipt of the signed Interconnection Agreement, the Area EPS Operator may schedule appropriate metering replacements and construction of facilities, if necessary.

8 Insurance

8.1. Insurance Requirements

At minimum, the Interconnection Customer shall maintain, for the duration the DER system is interconnected to the Area EPS Operator's Distribution System, general liability insurance from a qualified insurance agency with a B+ or better rating by "Best," with a combined single limit of not less than those described in Table 8.1. Such general liability insurance shall include coverage against claims for damages resulting from (i) bodily injury, including wrongful death; and (ii) property damage arising out of the Interconnection Customer's ownership and/or operation of the DER under this agreement. Evidence of the insurance shall state that coverage provided is primary and is not excess to or contributing with any insurance or self-insurance by the Area EPS Operator.

	·
DER System Size	Liability Insurance Requirement
< 40 kW AC	\$300,000
≥ 40 kW AC and < 250 kW AC	\$1,000,000
≥ 250 kW AC and < 5 MW AC	\$2,000,000
≥5 MW AC	\$3,000,000

Table 8.1 Liability Insurance Requirements

For all proposed DER systems, except those that are qualifying systems less than 40 kW AC, the general liability insurance shall, by endorsement to the policy or polices:

- Include the Area EPS Operator as additionally insured.
- Contain severability of interest clause or cross-liability clause.
- Provide that the Area EPS Operator shall not by reason incur liability to the insurance carrier for the payment of premiums for such insurance if the Area EPS Operator is included as an additionally insured.

8.2. Self-Insurance

The Interconnection Customer may choose to be self-insured provided there is an established record of self-insurance. The Interconnection Customer shall supply the Area EPS Operator at least twenty (20) Business Days prior to the date of initial operation, evidence of an acceptable plan to self-insure to a level of coverage equivalent to that required in Section 8.1. Failure of the Interconnection Customer or the Area EPS Operator to enforce the minimum levels of insurance does not relieve the Interconnection Customer from maintaining such levels of insurance or relieve the Interconnection Customer of any liability.

8.3. Proof of Insurance

The Interconnection Customer shall furnish the required insurance certificates and endorsements to the Area EPS Operator prior to the initial operation of the DER. A copy of the Declaration page of the homeowner's insurance policy is a common example of an insurance certificate. Thereafter, the Area EPS Operator shall have the right to periodically inspect or obtain a copy of the original policy or polices of insurance. Additionally, the Area EPS Operator may request to be additionally listed as an interested third party on the insurance certificates and endorsements for qualifying facilities less than 40 kW AC, to meet the right to periodically obtain a copy of the policy or policies of insurance.

9 Timeline Extensions

9.1. Reasonable Efforts

The Area EPS Operator shall make Reasonable Efforts to meet all the time frames provided in these procedures. If the Area EPS Operator cannot meet a deadline provided herein, it must notify the Interconnection Customer in writing within three (3) Business Days after the deadline, explaining the reason for the failure to meet the deadline and providing an estimated time by which it will complete the applicable interconnection procedure in the process.

9.2. Extensions

For applicable time frames described in these procedures, the Interconnection Customer may request in writing one extension equivalent to half of the time originally allotted (e.g., ten (10) Business Days for a twenty (20) Business Days original time frame), which the Area EPS Operator may not unreasonably refuse. No further extensions for the applicable time frame shall be granted, absent a Force Majeure Event or other similarly extraordinary circumstance.

10 Modifications to Application

10.1. Procedures

At any time after the Interconnection Application is deemed complete, the Interconnection Customer or the Area EPS Operator may identify modifications to the proposed DER system that may improve costs and benefits. This includes reliability of the proposed DER system and the ability for the Area EPS Operator to accommodate the proposed DER system. The Interconnection Customer shall submit to the Area EPS Operator, in writing, all proposed modifications to any information provided in the Interconnection Application. The Area EPS Operator cannot unilaterally modify the Interconnection Application.

10.2. Timelines

Within ten (10) Business Days of receipt of the proposed modification, the Area EPS Operator shall evaluate whether the proposed modification to the Interconnection Application constitutes a Material Modification. The definition in the Section 13 Glossary of the Process Overview document includes examples of what does and does not constitute a Material Modification.

The Area EPS Operator shall notify the Interconnection Customer in writing of the final determination of the proposed modification. For proposed modifications that are determined to be a Material Modification the Interconnection Customer may choose to either: 1) withdraw the proposed modification; or 2) proceed with a new Interconnection Application. The Interconnection Customer shall provide its choice in writing to the Area EPS Operator within ten (10) Business Days after being provided the Material Modification determination. If the Interconnection Customer does not provide its choice within the timeline, the Interconnection Application shall be considered withdrawn.

If the proposed modification is not determined to be a Material Modification, then the Area EPS Operator shall notify the Interconnection Customer in writing that the modification has been accepted and the Interconnection Customer shall retain its eligibility for interconnection, including its position in the queue.

11 Interconnection

11.1. Interconnection Milestones

For DER systems that are not a qualifying facility less than 40 kW AC, the Interconnection Customer and the Area EPS Operator shall agree on milestones for which each Party is responsible and list them in Attachment IV in the Interconnection Agreement. To the greatest extent possible, the Parties will identify all design, procurement, installation and construction requirements associated with the project while also clearly identifying associated timelines, at the beginning, or as early within the process as possible, of the design, procurement, installation and construction phase.

A Party's obligation under this provision may be extended by agreement. If a Party anticipates that they will be unable to meet a milestone for any reason other than a Force Majeure Event, they shall immediately notify the other Party of the reason(s) for not meeting the milestone, then propose the earliest reasonable alternative date in which this and future milestones will be met and request appropriate amendments to the Interconnection Agreement and its attachments. The Party affected by the failure to meet a milestone shall not unreasonably withhold agreement to such an amendment unless:

- The Party will suffer significant uncompensated economic or operational harm from the delay, or
- Attainment of the same milestone has previously been delayed, or
- The Party has reason to believe the delay in meeting the milestone is intentional or unwarranted notwithstanding the circumstance explained by the Party proposing the amendment.

If the Party affected by the failure to meet a milestone disputes the proposed extension, the affected Party may pursue dispute resolution as described in the Overview Process document.

11.2. Metering

Any metering requirements necessitated by the use of the DER system shall be installed at the Interconnection Customer's expense. The metering-related costs will be included in the final invoice of interconnection costs to the Interconnection Customer. The Interconnection Customer is also responsible for metering replacement costs not covered in the Interconnection Customer's general customer charge. The Area EPS Operator may charge Interconnection Customers an ongoing metering-related charge for an estimate of ongoing metering-related costs specifically demonstrated.

11.3. Inspection, Testing and Commissioning

Upon completing construction of the DER system, the Interconnection Customer will cause the DER system to be inspected or otherwise certified by the appropriate local electrical wiring inspector with jurisdiction. The Interconnection Customer shall then arrange for the inspection and testing of the DER system and the Customer's Interconnection Facilities prior to interconnection pursuant to Minnesota Technical Requirements. Commissioning tests of the Interconnection Customer's installed equipment shall be performed pursuant to applicable codes and standards of Minnesota's Technical Requirements and Section 15 in the Overview Process.

The Interconnection Customer shall notify the Area EPS Operator of testing and inspection no fewer than five (5) Business Days in advance, or as may be agreed to by the Parties. The Interconnection Customer shall provide to the Area EPS Operator a testing procedure that will be followed on the day of testing and inspection no fewer than ten (10) Business Days prior to the testing and inspection date. The testing procedure should include tests and/or inspections to confirm the DER system will meet the technical requirements of interconnection. The Area EPS Operator shall review the testing procedure for completeness and notify the Interconnection Customer if the

testing procedure fails to address components of the technical requirements for interconnection.

The Area EPS Operator shall send qualified personnel to the DER site to inspect the interconnection and witness the testing. Testing and inspection shall occur on a Business Day at a mutually agreed upon date and time. The Area EPS Operator may waive the right to witness the testing.

11.4. Interconnection Costs

11.4.1 Estimation of Interconnection Costs

The Interconnection Customer shall pay for the actual cost of the Interconnection Facilities and Distribution Upgrades along with the Area EPS Operator's cost to commission the proposed DER system. An estimate of the interconnection costs shall be stated in the Uniform Contract or in the MMIA in Attachment II, Interconnection Facilities and Upgrades, as a detailed itemization of such costs. If Network Upgrades are required, the actual cost of the Network Upgrades, including overheads, shall be borne by the Interconnection Customer pursuant to the Transmission Provider and associated agreements.

11.4.2 Progressive Payment of Interconnection Costs

The Area EPS Operator shall invoice the Interconnection Customer for the design, engineering, construction and procurement costs of the Interconnection Facilities and Upgrades described in the Interconnection Agreement Attachment II, on a monthly basis, or other manner agreed upon by both Parties in the MMIA, or as described in the Uniform Contract. The Interconnection Customer shall pay each invoice within twenty-one (21) Business Days or as agreed to in the MMIA or Uniform Contract.

11.4.3 Final Accounting of Interconnection Facilities and Upgrade Costs
If distribution or transmission facilities required upgrades to accommodate the proposed DER system, the Area EPS Operator shall render the final interconnection cost invoice to the Interconnection Customer within eighty (80) Business Days (approximately four calendar months) of completing the construction and installation of the Area EPS Operator's Interconnection Facility and Upgrades. The Area EPS Operator shall provide the Interconnection Customer with a final accounting report identifying the difference between the actual Interconnection Customer's cost responsibility and the Interconnection Customer's previous aggregate payments to the Area EPS Operator for the specific DER system interconnection. Upon the final accounting submitted to the Interconnection Customer, the balance between the actual cost and previously

aggregated payments shall be paid to the Area EPS Operator within twenty (20) Business Days. If the balance between the actual cost and previously aggregated payments is a credit, the Area EPS Operator shall refund the Interconnection Customer within twenty (20) Business Days.

11.4.4 Final Interconnection Costs without Facilities and Upgrades Needed Within thirty (30) Business Days the final invoice for the interconnection costs shall be rendered to the Interconnection Customer once the proposed DER system has been commissioned by the Area EPS Operator, or upon the commissioning being waived by the Area EPS Operator. The Interconnection Customer shall make payment to the Area EPS Operator within twenty-one (21) Business Days of receipt, or as otherwise stated in the Uniform Contract or MMIA.

11.5. Security of Payment

At the option of the Area EPS Operator, either the "Traditional Security" or the "Modified Security" method shall be used for assurance of payment of interconnection cost.

Under the Traditional Security method, the Interconnection Customer shall provide reasonable, adequate assurances of credit, including a letter of credit or personal guaranty of payment and performance from a creditworthy entity acceptable under the Area EPS Operator credit policy. The letter of credit shall also include procedures for the unpaid balance of the estimated amount shown in the Interconnection Agreement for the totality of all anticipated work or expense incurred by the Area EPS Operator associated with the Interconnection Application. The payment for these estimated costs shall be as follows:

- One-third of estimated costs shall be due no later than when the Interconnection Customer signs the Interconnection Agreement.
- An additional one-third of estimated costs shall be due prior to initial energization of the DER with the Area EPS Operator.
- After the project completion, the remainder of actual costs, incurred by Area EPS
 Operator, shall be due within thirty (30) Business Days from the date the invoice is
 mailed.

Under the Modified Security method, at least twenty (20) Business Days prior to the commencement of the design, procurement, installation, or construction of a discrete

portion of the Area EPS Operator's Interconnection Facilities and Upgrades, the Interconnection Customer shall provide the Area EPS Operator, at the Interconnection Customer's option, a guaranty, letter of credit or other form of security that is reasonably acceptable to the Area EPS Operator and is consistent with the Minnesota Uniform Commercial Code. Such security for payment shall be in an amount sufficient to cover the costs for constructing, designing, procuring, and installing the applicable portion of the Area EPS Operator's Interconnection Facilities and Upgrades and shall be reduced on a dollar-for-dollar basis for payments made to the Area EPS Operator under the Interconnection Agreement during its term.

The guaranty must be made by an entity that meets the creditworthiness requirements of the Area EPS Operator and contain terms and conditions that guarantee payment of any amount that may be due from the Interconnection Customer, up to an agreed-to maximum amount.

The letter of credit must be issued by a financial institution or insurer reasonably acceptable to the Area EPS Operator and must specify a reasonable expiration date not sooner than sixty (60) Business Days, (three calendar months), after the due date of the final accounting report and invoice described in Section 11.4.

11.6. Non-Warranty

Area EPS Operator does not give any warranty, expressed or implied, as to the adequacy, safety, or other characteristics of any structures, equipment, wires, appliances or devices owned, operated, installed or maintained by the Interconnection Customer, including without limitation the DER and any structures, equipment, wires, appliances or devices not owned, operated or maintained by the Area EPS Operator. The Area EPS Operator does not guarantee uninterrupted power supply to the DER and will operate the Distribution System with the same reliability standards for the entire customer base.

11.7. Authorization for Parallel Operation

The Interconnection Customer shall not operate its DER system in parallel with the Area EPS Operator's Distribution System without prior written authorization from the Area EPS Operator. The Area EPS Operator shall provide such authorization within three (3) Business Days from when the Area EPS Operator receives notification that the Interconnection Customer has complied with all applicable parallel operations requirements and commissioning has been successfully completed. Such authorization shall not be unreasonably withheld, conditioned or delayed.

11.8. Continual Compliance

The Interconnection Customer shall operate its DER system in compliance with the Area EPS Operator's technical requirements referred to in the executed Interconnection Agreement. The Area EPS Operator may periodically inspect, at its own expense, the operation of DER system as it relates to power quality, thermal limits and reliability. Failure by the Interconnection Customer to remain in compliance with the technical requirements will result in the disconnection of the DER system from the Area EPS Operator's Distribution System.

11.9. Disconnection of DER

The Area EPS Operator has the right to disconnect the DER in the event of the following:

- Does not continue to follow and maintain IEEE 1547 settings approved by the Area
 EPS Operator as indicated by the adopted technical requirements.
- Does not meet all the requirements of the Study Process.
- Refuses to sign either the Interconnection Agreement or the Area EPS Operator's Uniform Contract.

The Area EPS Operator may temporarily disconnect the DER upon the following conditions:

- For scheduled outages upon reasonable notice.
- For unscheduled outages or emergency conditions.
- If the DER does not operate in the manner consistent with the Study Process.

The Area EPS Operator shall inform the Interconnection Customer in advance of any scheduled disconnections, or as reasonable, after an unscheduled disconnection.

Pre-Application Report Request

Persons interested in finding out the additional information regarding the interconnection of a distributed energy resource to the City of Waseca Electric Utility's distribution system are to fill out this Pre-Application Report Request. The pre-application report request is to be filled out as completely as possible by the applicant. The Utility will provide the applicant with a Pre-Application Report within 15 business days once the completed Pre-Application Report Request and a \$300 fee is submitted to the Utility.

Distributed Energy Resource Inform	ation						
Project Address:							
City: State:			Zip	Code:			
GPS Coordinates:	ets:						
Location of the Proposed Point of Common Co	oupling (e.g. meter n	umber or pole n	umber):	:			
DER Type (Check all that apply):							
☐ Solar Photovoltaic ☐ W	/ind	☐ Batter	y Storag	ge			
☐ Combined Heat and Power ☐ S	Solar Thermal	□ Oth	er (plea	se specify)			
Total Aggregate Nameplate Rating of Propose	ed DER System <i>(kW A</i>	C):					
Phase Configuration of Proposed DER System		□ Si	ngle	□ Three			
Service Voltage of Proposed DER System				Volts			
Will this be a stand-alone generator not interest (not including station service)?	connected to onsite I	oad	Yes	□ No			
Please attach copy of site map for proposed project and any additional information that may be helpful in fulfilling the pre-application request. Site map should include true north, proposed project location including general layout, proposed service point location and major roadways.							
For Office Use Only							
Date Received:	Application Fee I	Received:	☐ Yes	□ No			
Date Completed Pre-Application Report Sent	to Applicant:						

Is the proposed interconnection to an existing service? (If no, applie to skip to the next section.)	ant is	□ Ye	s □ No
Customer Name:	Cı	ustomer Acc	count Number:
Existing loads at site (kW AC):			
List future additional loads planned for at site (in kW AC):			
Project Contact Information			
Full Name:			
Name of Business:			
Street Address:			
City:	State:		Zip Code:
Email:	Phone	:	l
Payment and Agreement			
 There is a non-refundable \$300 fee for the construction of a pre-ap document, I acknowledge and understand that: Neither review of this application nor construction of any reamount of the fee has been paid to the CITY OF WASECA ELI The Utility shall provide a report with only the available information provided by the Utility may become outdat submission of a complete Interconnection Application. The confidentiality provision as listed in Section 12.1 of the Minnesota Distributed Energy Resource Interconnection Provided Description of the report no guarantee is made by the Utility Application will be approved for this proposed site. 	port shect shect shect shect shect shect shect shect shect sheet shect she shect shect shect shect shect shect shect she	nall begin un UTILITY. n on the pro not useful a ew Process o pply.	opposed point of at the time of of the Municipal
Applicant Signature:	Da	ate:	

CITY OF WASECA CONSENT TO RELEASE UTILITY INFORMATION

Service address:
Information to be released to:
I certify that I am the authorized Waseca Electric Utility account holder of the property listed above in Waseca, Minnesota. I hereby authorize the City of Waseca to release any and all information regarding electric utility use and any interconnection related matters to the individual or agency named above. I understand that such information may be classified as private data by Minnesota Statute 13.685 and I authorize the City of Waseca to provide such data to the party specified in this release. This release shall remain in effect until I submit a request in writing to the City of Waseca to have it revoked.
Signature Date

FOR OFFICE USE O	
	Date:
Received by:	

Simplified Interconnection Application

Persons interested in applying for the interconnection of a distributed energy resource (DER) to the City of Waseca Electric Utility's distribution system through the Simplified Process are to fill out this Simplified Interconnection Application. The Simplified Interconnection Application is to be used for inverter-based DER technologies with the capacity of 20 kW AC or less and is to be filled out completely by the Applicant. The Simplified Application shall be returned to the Utility with the requested material information and a non-refundable \$100 application fee.

Proposed DER interconnections to the Utility's distribution submitted under the Simplified Process may be moved into the Fast Track Process if engineering screens are failed during the Simplified Interconnection Application review. Timeline for review of the Simplified Application is as follows:

- Upon receipt of a Simplified Interconnection Application the Utility has 10 business days to review the application for completeness.
- If the application is deemed incomplete, the Utility shall notify the Applicant of what additional information material is required.
- The Applicant has 5 business days to return the missing information material or their application may lose its queue position and be deemed withdrawn.
- The Utility shall have a total of 20 business days to review the Simplified Interconnection Application, not including time waiting for additional information material to deem the application completed.
- The Utility will notify the Application if the proposed DER system is preliminary approved for interconnection or if the proposed DER system will need to be moved in the Fast Track Process.

Checklist for Submission to Utility					
The items below shall be included with submittal of the Simplified Application to the Utility. Failure to include all items will deem the Simplified Application incomplete.					
	Included				
\$100 Non-Refundable Simplified Application Fee	☐ Yes				
One-line diagram – Details required on one-line diagram specified at the end of the interconnection application.	□ Yes				
All Certified Equipment Manufacturer Specification Sheets					
Site Layout Drawing					
Copy of Insurance Declaration page or other acceptable proof of insurance					
Possible Additional Documentation					
 If an Application Agent is being used for this project, the Site Layout Drawing must be signed by the Interconnection Customer indicating Site Control of the DER interconnection location. 					
 If the DER export capacity is limited, include information material explaining the limiting capabilities. 					
 If Energy Storage is included with the proposed DER system include the Energy Storage Application. 					

Simplified Interconnection Application

Interconnection Customer				
Full Name (must match the name of the existing se	ervice account):			
Account Number:	Meter Numbe	er:		
Mailing Address:				
City:		State:	Zip Cod	e:
Email:		Phone:		
Application Agent				
Is the Customer using an Application Agent for this	application?	☐ Yes	□N	o
If Interconnection Customer is not using an Ap	plication Agent,	, please skip to th	e next secti	on.
Application Agent:				
Company Name:				
Email:		Phone:		
For Office Use Only	T			
Application ID:	Queue Numbe	er:		
Date Received:	Application Fe	e Received:	☐ Yes	□ No
Date Preliminary Approval Provided to Applicant:				

			VI. 110 - 10 - 10 - 10 - 10 - 10 - 10 - 10						
Di	stributed Energy Resource Inform	natio	n						
Loc	cation (if different from mailing address of	Interc	onnection Custo	mer):					
Wi	Will the Proposed DER system be interconnected to an existing electric service? ☐ Yes ☐ No								
Is the Distributed Energy Resource a single generating unit or multiple?						☐ Single ☐ Multiple			
DE	R Type (Check all that apply):								
	Solar Photovoltaic] Wind				nergy S	Stora	ge	
	Combined Heat and Power] Solar	Thermal			Other (p	leas	e specify)	
	DER systems with Energy Storage must als	so subi	mit the Energy St	orage A	Applica	ition to	the	Utility.	
Inv	erter Manufacturer:	Mod	el:						
Pha	ase Configuration of Proposed DER System	ղ:				Single		☐ Three	
Agg	gregate Inverter(s) Nameplate Rating:	kW_{ac}						kVA_{ac}	
ls t	he export capability of the DER limited?				Γ	∃Yes	Γ	□ No	
If	the DER export capacity is limited, include	inform	nation material ex	kplainir	ng the	limiting	д сар	abilities.	
-	gregate DER Capacity (the sum of nameplant of storage devices at the PCC):	ate cap	acity of all gener	ation				kW_{ac}	
Ins	talled DER System Cost (before incentives)):			\$				
Est	imated Installation Date:								
Eq	uipment Certification								
ls t	Is the DER equipment certified¹? ☐ Yes ☐ No								
	Please list all certified IEEE 1547 equipment below. Include all certified equipment manufacturer specification sheets with the Simplified Application submission.								
	Equipment Type				ying Er				
1									
2									
3									

¹ Information regarding certified equipment can be found in Section 14 and Section 15 of the Overview Process document.

CITY OF WASECA ELECTRIC UTILITY (507)835-9718 508 STATE ST SOUTH WASECA MN 56093

Interconnection Agreement	
Propose DER interconnections that are also deemed Qualifying Facility §216B.164 are eligible to sign the Utility's Uniform Contract for Coger Production Facilities. Included in this agreement are payment terms of the proposed DER system the Utility may purchase. In lieu of the Utility Cogeneration and Small Power Production Facilities, the Interconnection instead sign the Municipal Minnesota Interconnection Agreement (Minnesota Interconnection Agreement (Minnesota Interconnection Agreement)	peration and Small Power for excess power generated by y's Uniform Contract for ion Customer may choose to
The Interconnection Customer requests an MMIA to be executed in li Utility's Uniform Contract for Cogeneration and Small Power Product Facilities.	
Disclaimers – Must be completed by Interconnection C	ustomer
	Initials
The Interconnection Customer has opportunities to request a timeline during the interconnection process. Failure by the Interconnection Cumeet or request an extension for a timeline outlined in the Interconnection result in a withdrawn queue position and the need to re-apply.	stomer to
Propose DER interconnection to the Utility's distribution submitted upon Simplified Process may be moved into the Fast Track Process if engineers are failed during the Simplified Application review.	
Application Signature – Must be completed by Interco	nnection Customer
I designate the individual or company listed as my Application Agent to agent for the purpose of coordinating with the Area EPS Operators or throughout the interconnection process.	
I hereby certify that, to the best of my knowledge, the information pr and that I have appropriate Site Control in conformance with the Inte abide by the Municipal Minnesota Distributed Energy Resource Interc return the Certificate of Completion when the DER has been installed	rconnection Process. I agree to onnection Process (M-MIP) and
Applicant Signature:	Date:

Please print clearly or type and return completed along with any additional documentation

Information Required on One-Line Diagram

An Interconnection Application must include a site electrical one-line diagram showing the configuration of all Distributed Energy Resource equipment, current and potential circuits, and protection and control schemes. The one-line diagram shall include:

- Applicant name.
- Application ID.
- Installer name and contact information.
- Address where DER system will be installed must match application address.
 - O Be sure to list the address for the protective interface equipment if the protective interface equipment is located at a different address than the DER system.
- Correct positions of all equipment, including but not limited to panels, inverter, and DC/AC disconnect. Include distances between equipment, and any labeling found on equipment.

Standard Interconnection Application

Persons interested in applying for the interconnection of a distributed energy resource to the City of Waseca Electric Utility's distribution system through the Fast Track or Study Processes are to fill out this Interconnection Application. Interconnection Application is to be filled out completely by the applicant or as noted in each section of the application. The Utility will contact the applicant within 10 business days once the Interconnection Application and the corresponding processing fee is submitted to the Utility. The Utility will then notify the applicant of the completeness of their application. If the application is deemed incomplete by the Utility, the Utility will provide the applicant with a list of missing material. The applicant will then have 10 business days to provide the Utility with this information or request an extension, otherwise the application will be deemed incomplete and the applicant will lose their place in the queue. Section that are noted with * are required to be filled out.

Checklist for Submission to Utility					
The items below shall be included with submittal of the Interconnection Application to the Utility. Failure to include all items will deem the Interconnection Application incomplete.					
	Included				
Non-Refundable Processing Fee Fast Track • \$100 + \$1/kW for Certified Systems • \$100 + \$2/kW for Non-Certified Systems Study Process • \$1,000 + \$2/kW down payment. Additional study fees may apply.	□ Yes				
 This one-line diagram must be signed and stamped by a Professional Engineer licensed in Minnesota if the DER is uncertified greater than 20 kW AC or if certified system is over 250 kW. Details required on one-line diagram specified at the end of the interconnection application. 	□ Yes				
Schematic drawings for all protection and control circuits, relay current circuits, relay potential circuits, and alarm/monitoring circuits	☐ Yes				
Inverter Specification Sheet(s) (if applicable)	☐ Yes				
Documentation that describes and details the operation of protection and control schemes	☐ Yes				
Documentation showing site control	☐ Yes				
Aerial map showing DER system layout including major roadways and true north	☐ Yes				
 Possible Additional Documentation If the DER export capacity is limited, include information material explaining the limiting capabilities. If Energy Storage is included with the proposed DER system include the Energy Storage Application. 					

General *							
Select Review Proce	Select Review Process:			rocess			
Application is for:				Addition or Material Modification ing Distributed Energy Resource			
If Capacity Addition or Material Modification to existing facility, please describe:							
	,						
Distributed Energy F	Resource will be used for what r	reason? (Check all that apply)	:			
☐ Net Metering	☐ Supply Po	wer to Ir	terconnection Custo	mer			
☐ Supply Power to							
Installed DER Systen	n Cost (before incentives):		\$				
Interconnection	Customer *						
Full Name (must ma	tch the name of the existing se	rvice acc	ount):				
Account Number:	-	Matar	lumber:				
Account Number.		Micter	vuinbei.				
Mailing Address:			A				
Cia			Chahai	7:- Code			
City:	. •		State:	Zip Code:			
Email:			Phone:				

Application Age	nt *					
Is the Customer using an Application Agent for this application?					Yes	□ No
If Interconnection	on Customer is	s not using an Appl	ication Agent, _I	please skij	o to the n	ext section.
Application Agent:						
Company Name:						
Email:				Phone:		
Distributed Ener	gy Resour	ce Information	*			
Estimated Installatio	n Date:					
Location (if different	from mailing	address of Interco	nnection Custo	omer):		
Will the Proposed DE	ER system be	interconnected to	an existing elec	tric servic	e? 🗆	Yes □ No
Is the Distributed En	ergy Resource	e a single generatin	g unit or multip	ple?	☐ Single	□ Multiple
DER Type (Check all t	that apply):					
☐ Solar Photovoltaid		☐ Wind			□ Energy	Storage
☐ Combined Heat ar	nd Power	☐ Solar T	hermal		□ Other	(please specify)
DER systems with	Energy Stora	ge must also subm	it the Energy St	torage App	olication t	o the Utility.
Total Number of Dist interconnected pursu	-	· ·	lication:			
Phase configuration of Distributed Energy Resource(s):						☐ Three Phase
Type of Generator:	□ Inverter	□ Sy	nchronous		☐ Indi	uction
Aggregate DER Capacity (the sum of nameplate capacity of all generation and storage devices at the PCC):						
		kW _{ac}				kVA _{ac}

Export Capacity Limitation *							
Is the export capability of the DER limited?		☐ Yes	□ No				
If the DER export capacity is limited, complete the following sections and include information material explaining the limiting capabilities.							
Maximum Physical Export Capacity Requested:			kW _{ac}				
If Yes, please provide additional details describing r	nethod of export limitat	ion:	A				
Load Information *							
Interconnection Customer's or Customer-sited Load	d:		kW _{ac}				
Typical Reactive Load (if known):							
Equipment Certification *							
Is the DER equipment certified?	☐ Yes	□ No					
Please list all IEEE 1547 certified equipment belo specification sheets with the Interc			ıfacturer				
Equipment Type	Certify	ing Entity					
1							
2							
4							

4

Prime Mover *							
Please indicate the pri	me mover:						
☐ Solar Photovoltaic		☐ Microturb	oine	☐ Fuel Cell			
☐ Reciprocating Engin	e	☐ Gas Turbir	ne	□ Ot	☐ Other (please specify)		
Is the prime mover cor	npatible with	n certified prote	ection equip	ment packag	ge? ☐ Yes	□ No	
DER Manufacturer:		Model Name	& Number:		Version:		
List of Adjustable Set P	oints for Pro	tection Equipm	ent or Softw	/are:			
	,						
Summer Name Plate R	ating:	kW _{ac}	Summer N	ame Plate R	ating:	kW _{ac}	
Winter Name Plate Rating: kVA _{ac} Winter N			Winter Nar	me Plate Rat	e Plate Rating: kVA _{ac}		
Rated Power Factor:	Leading:	-		Lagging:	.agging:		
A completed Pow	er System Lo		heet must be cation.	supplied wi	ith the Interconne	ection	
Only appropria	te sections b	eyond this poin	t until the si	gnature pag	e are to be comp	leted.	
Distributed Energy Resource Characteristic Data (for Inverter-based machines)							
Max design fault contri	bution curre	nt:					
Is your response to the measurement?	previous fie	ld an Instantan	eous or RMS] Instantaneous	□ RMS	
Harmonic Characteristi	cs:						
Start-up Requirements:							

Distributed Energy Resource Characteristic Data (for Synchronous machines)				
RPM Frequency:	Neutral Grounding Resistor:			
Direct Axis Synchronous Reactance, X_d :	Zero Sequence Reactance, X_0 :			
Direct Axis Transient Reactance, X'_a :	KVA Base:			
Direct Axis Subtransient Reactance, X_d'' :	Field Volts:			
Negative Sequence Reactance, X_2 :	Field Amperes:			

Please provide the appropriate IEEE model block diagram of excitation system, governing 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 submitted.

Distributed Energy Resource Characteristic Data (for Induction machines)					
RPM Frequency:	Neutral Grounding Resistor:				
Motoring Power (kW):	Exciting Current:				
Heating Time Constant:	Temperature Rise:				
Rotor Resistance, R_r :	Frame Size:				
Stator Resistance, R_s :	Design Letter:				
Stator Reactance, X_s :	Reactive Power Required In Vars (No Load):				
Rotor Reactance, X_r :	Reactive Power Required In Vars (Full Load):				
Magnetizing Reactance, X_m :	Total Rotating Inertia, H:				
Short Circuit Reactance, X_d'' :					

Interconnection Facilities Information								
Will a transformer be used between the DER and the Point of Common Coupling?					□ Yes	□ No		
Will the transformer be provided by the Interconnection Customer? If yes, please fill in the fields below.					□ Yes	□ No		
Proposed location of pro			nt on I	property:				
Transformer Data (For In	terconne	ection Customer-C	wned	Transforme	r)			
What is the phase config	uration c	of the transformer	?		☐ Sing	☐ Single Phase ☐ Three Phase		
Size (kVA):		Transformer Imp	edan	ce (%):	On kVA	Base:		
Transformer Volts: (Primary)	Delta:		Wye	:		Wye Grounded:		
Transformer Volts: (Secondary)	Delta:		Wye	:		Wye Grounded:		
Transformer Volts: (Tertiary)	Delta:		Wye	:		Wye Grounded:		
Transformer Fuse Data (I	or Interd	connection Custon	ner-O	wned Fuse)				
Manufacturer:	Type:		Size:	:		Speed:		
Interconnecting Circuit B	reaker (F	or Interconnectio	n Cust	omer-Owne	d Circuit	: Breaker)	
Manufacturer:			Туре	•				
Load Rating (in Amps):		Interrupting Rati	ng (In	Amps):	Trip Speed (Cycles):			
Interconnection Protective Relays (For Microprocessor Controlled Relays)								
Setpoint Function Mi				Minin	num		Maximum	

Interconnection Protective Relays (For Relays with Discrete Components)						
Manufacturer:	Туре:		Style/Catalog No.:		Proposed Setting:	
Manufacturer:	Туре:		Style/Catalog No.:		Proposed Setting:	
Manufacturer:	Туре:		Style/Catalog No.:		Proposed Setting:	
Manufacturer:	Туре:		Style/Catalog No.:		Proposed Setting:	
Manufacturer:	Type:		Style/Catalog No.:		Proposed Setting:	
Current Transformer Data:						
Manufacturer:	Туре:	Accur	acy Class:	ss: Proposed Ratio Conne		
Manufacturer:	Туре:	Accur	acy Class:	cy Class: Proposed Ratio Co		
Potential Transformer Data:						
Manufacturer:	Type:	Accur	acy Class:	Proposed Ratio Connection:		
Manufacturer:	Type:	Accuracy Class:		Propos	sed Ratio Connection:	

For Office Use Only			
Application ID:			
Date Received:	Application Fee Received:	☐ Yes	□No
Date Completed:			

Interconnection Agreement *					
Propose DER interconnections that are also deemed Qualifying Facilities less than 40 kW AC under Minnesota Statutes §216B.164 are eligible to sign the Utility's Uniform Contract for Cogeneration and Small Power Production Facilities. Included in this agreement are payment terms for excess power generated by the proposed DER system the Utility may purchase. In lieu of the Utility's Uniform Contract for Cogeneration and Small Power Production Facilities, the Interconnection Customer may choose to instead sign the Municipal Minnesota Interconnection Agreement (MMIA)					
The Interconnection Customer requests an MMIA to be executed in lieu of the Utility's Uniform Contract for Cogeneration and Small Power Production Facilities.	□ Yes □ No				
Disclaimers – Must be completed by Interconnection Customer *					
	Initials				
The Interconnection Customer has opportunities to request a timeline extension					
during the interconnection process. Failure by the Interconnection Customer to					
meet or request an extension for a timeline outlined in the Interconnection Process	;				
could result in a withdrawn queue position and the need to re-apply.					
Propose DER interconnection to the Utility's distribution submitted under the Fast					
Track Process may be moved into the Study Process if engineering screens are failed	k				
during the Interconnection Application review.					
Application Signature – Must be completed by Interconnection Cu	stomer *				
I designate the individual or company listed as my Application Agent to serve as my agent for the purpose of coordinating with the Area EPS Operators on my behalf throughout the interconnection process.	 Initials				
I hereby certify that, to the best of my knowledge, the information provided in this Application is true, and that I have appropriate Site Control in conformance with the Interconnection Process. I agree to abide by the Municipal Minnesota Distributed Energy Resource Interconnection Process (M-MIP) and will inform the Utility if the proposed DER system changes from the details listed in this Interconnection Application.					

***Please print clearly or type and return completed along with any additional documentation ***

Applicant Signature:

Date:

Information Required on One-Line Diagram

An Interconnection Application must include a site electrical one-line diagram showing the configuration of all Distributed Energy Resource equipment, current and potential circuits, and protection and control schemes. The one-line diagram shall include:

- Applicant name.
- Application ID.
- Installer name and contact information.
- Address where DER system will be installed must match application address.
 - Be sure to list the address for the protective interface equipment if the protective 0 interface equipment is located at a different address than the DER system.
- Correct positions of all equipment, including but not limited to panels, inverter, and DC/AC disconnect. Include distances between equipment, and any labeling found on equipment.

This one-line diagram must be signed and stamped by a Minnesota licensed Professional Engineer if the Distributed Energy Resource is larger than 20 kW (if uncertified) and 250 kW (if certified.)

508 STATE ST SOUTH

Storage Application

This form is required in addition to a completed Interconnection Application form for any DER with an energy storage component. An application to interconnect energy storage is only required for storage designed to operate in parallel with the City of Waseca Electric Utility's distribution system. Electric vehicles and backup generators do not need to apply.

Energy Storage						
Application for:						
Customer Account Number	r:					
Address of Generating Fac	ility:					
City:	State:		Zip Code:			
Equipment Manufacturer:		Equipment Mod	del:			
Max Continuous Real Pow	er (In kW):	Max Continuous	s Apparent Power	(In k\/Δ)·		
Wax continuous neur row	- (III Kww).	Wax continuous	5 Apparent 1 ower	(III KV71).		
Power Factor range of adj	ustability:	Peak AC Energy	(In kWh):			
	•					
Is the equipment UL 1741	• •	-	☐ Yes	□ No		
sheet(s) are required to be Is the storage 100% charge				FIN		
energy source?			☐ Yes	□ No		
Source charging the storage	e (Check all that apply):					
☐ Utility	☐ Wind		☐ Solar			
☐ Diesel	☐ Diesel ☐ Other (please specify)					
Is the storage configured to export energy to the Area EPS?						
Are the settings accessible to the end user?						
For Office Use Only						
Application ID:	Application ID: Queue Number:					
Date Received:						

Energy Storage
Available control operating modes:
Control modes being enabled for interconnection:
For non-export, how does the system determine the magnitude of customer load?
,
What is the process for changing operational modes of the energy storage?

Please attach any additional materials.

Certification of Completion

The Interconnection Customer should complete the Distributed Energy Resource Certification of Completion for a proposed DER interconnection in the Simplified Process Track. As a condition of interconnection, a completed copy of this form must be returned to the City of Waseca Electric Utility.

Distributed Energy Resource Information	on			
Interconnection Customer:				
DER Project Address:				
City:		State:	Zip Code:	
Application ID:	Meter Num	ber:		
Is the DER system owner-installed?	☐ Yes	•	o please complete taller Information)	
Installer Information				
Contact Name:				
Name of Business:	and the second s		• E ·	
Email:		Phone:		
Electrician Name		License #		
Electrical Permitting Authority				
The DER has been installed and inspected in compliance by the signature below or the additionally attached do		ectrical permitti	ing authority as verified	
Inspector Signature:		Date:		
Inspector Name:	Authority Hav	ing Jurisdictior	n (city/county):	
Please print clearly or type and return completed form along with any additional documentation				
For Office Use Only				
Date Received:				

City of Waseca Electric Utility

Supplemental Review Offer

The Distributed Ener	gy Resource (DER) Interconi	nection Application in tl	ne name of	(Interconnection		
Customer)	for a DER system descr	ibed as	(description of D	ER System)		
and proposed to be	ocated at	(Address or Legal De	escription)			
has failed one or mo	re of the initial engineering	screens. To continue wi	th the Interconnect	ion Process, the		
Interconnection Cust	tomer may choose to contin	ue with a Supplementa	l Review or may cho	oose the		
Interconnection App	lication to be evaluated und	ler the Study Process tra	ack. The Interconne	ction Customer has		
fifteen (15) Business	Days to indicate to the Area	a Electrical Power System	m (EPS) Operator, tl	ne next step in the		
Interconnection Prod	cess and return this Supplem	nental Review Offer or t	he Interconnection	Application will only		
continue to be evalu	ated under the Study Proces	ss track or be deemed w	vithdrawn.			
Interconnection Cust	omer agrees that the Area I	EPS Operator shall:				
Proceed wit	h a Supplemental Review of	f the Interconnection Ap	oplication.			
Continue ev	valuation of the Interconnec	tion Application under t	he Study Process tr	ack.		
Deem the Ir	nterconnection Application v	withdrawn.				
shall note the order i	n Customer chooses to proc n which the Supplemental R nould take if a Supplement R	Review screens should b	e performed and in			
	Supplemental	Order to	Cost Estimate of	·]		
r.	Review Screen	Perform Screens	Review Screen			
	Minimum Load					
	Voltage & Power Quality					
	Safety & Reliability					
	To	otal Deposit Required				
Upon failure of a Sup	plemental Review screen or	upon notification the A	Area EPS Operator is	unable to complete a		
Supplemental Review	screen, the Interconnectio	n Customer agrees that	the Area EPS Opera	ator shall:		
Proceed with the remaining Supplemental Review screens.						
Stop the Sup	Stop the Supplemental Review screens and continue evaluation of the Interconnection Application under					
the Study Pr	the Study Process track.					
Stop the Sup	pplemental Review screens a	and contact the Intercor	nnection Customer	for further instructions.		
Deem the In	Deem the Interconnection Application withdrawn.					

The Area EPS Operator has indicated a good faith estimate of the cost for each Supplemental Review screen. The full estimate is due as a deposit prior to the start of any Supplemental Review. Upon completion of the Supplemental Review or termination of the Supplemental Review by the Interconnection Customer, the balance of the actual Supplemental Review costs will be billed or credited to the Interconnection Customer. The balance shall be paid in full to the respective party within twenty (20) Business Days of receipt of the final Supplemental Review invoice from the Area EPS Operator.

The Area EPS Operator shall have thirty (30) Business Days to complete the Supplemental Review upon receipt of a signed copy of this Supplemental Review Offer and the deposit required. The Area EPS Operator shall provide the Interconnection Customer with a written report indicating the Supplemental Review results and the underlying analysis performed.

The Interconnection Customer agrees to terms and conditions specified in this Supplemental Review Offer and in the Fast Track Process document. The Interconnection Customer understands the Supplemental Review screens will not start until the deposit is received by the Area EPS Operator.

Interconnection	n Customer	Signature		
			-	
Date				

For Office Use Only	
Application ID:	
Date Offer Received:	Date Deposit Received:
Date Supplement Review Results Provide	ed to Interconnection Customer:



INTERCONNECTION PROCESS

System Impact Study Agreement

ABSTRACT

Agreement outlining the scope, timeline and responsibility of cost for a proposed DER's system impact to the distribution system

System Impact Study Agreement

THIS	S AGREEMENT is made and entered into thisday o	f20_	by and			
betw	ween	, ("Inter	connection			
Custo	Customer"), and the CITY OF WASECA ELECTRIC UTILITY, a municipal utility existing under the					
laws	s of the State of Minnesota, ("Area EPS Operator"). Inter	connection Customer	and Area EPS			
Oper	erator each may be referred to as a "Party," or collective	y as the "Parties."				
	RECITALS					
WHE	EREAS , the Interconnection Customer is proposing to de	velop a Distributed En	ergy			
Reso	ource (DER) or generating capacity addition to an existin	g DER consistent with	the			
Inter	rconnection Application completed by the Interconnecti	on Customer				
on	(date); and					
WHE	EREAS, the Interconnection Customer desires to interco	nnect the DER with the	e Area EPS			
Opera	rator's Electric System;					
WHE	EREAS, the Interconnection Customer has requested the	: Area EPS Operator to	perform a			
Syste	em Impact Study to assess the impact of interconnecting	g the DER with the Are	a EPS			
Opera	rator's Electric System, and potential Affected System(s));				
NOW	W, THEREFORE , in consideration of, and subject to, the n	nutual covenants cont	ained herein			
the Pa	Parties agreed as follows:					
1.	When used in this Agreement, with initial capitalizati	on, the terms specifie	d shall have			
	the meanings indicated, or the meanings specified, in	າ the Municipal Minne	sota			
	Distributed Energy Resources Interconnection Proces	ss (M-MIP).				
2.	The Interconnection Customer elects and the Area El	PS Operator shall caus	e to be			
	performed a System Impact Study consistent with the	e M-MIP. The scope of	f a System			

Impact Study shall be subject to the assumptions set forth in this Agreement; including Attachment A.

- 3. A System Impact Study will be based upon the technical information provided by Interconnection Customer in the Interconnection Application. The Area EPS Operator reserves the right to request additional technical information from the Interconnection Customer as may reasonably become necessary consistent with Good Utility Practice during the course of the System Impact Study.
- 4. A System Impact Study may, as necessary, consist of a short circuit analysis, a stability analysis, a power flow analysis, voltage drop and flicker studies, protection and set point coordination studies, and grounding reviews. A System Impact Study shall state the assumptions upon which it is based, state the results of the analyses, and provide the requirement or potential impediments to providing the requested interconnection service, including a preliminary indication of the cost and length of time that would be necessary to correct any problems identified in those analyses and implement the interconnection. A System Impact Study shall provide a list of facilities that are required as a result of the Interconnection Application and non-binding good faith estimates of cost responsibility and time to construct. A Facilities Study may be required to identify all possibilities of facility upgrades, cost estimates and estimate of construction time.
- 5. A distribution System Impact Study shall incorporate a distribution load flow study, an analysis of equipment interrupting ratings, protection coordination study, voltage drop and flicker studies, protection and set point coordination studies, grounding reviews, and the impact on electric system operation, as necessary.
- 6. If the System Impact Study determines Affected Systems may be affected, a separate Transmission System Impact Study may be required. All Affected Systems shall be

afforded an opportunity to review and comment upon a System Impact Study that indicates potential adverse system impacts on their electric systems.

- 7. If the Area EPS Operator uses a queuing procedure for sorting or prioritizing projects and their associated cost responsibilities for any required Network Upgrades, the System Impact Study shall consider all Distributed Energy Resources (and with respect to Section 7.3 below, any identified Upgrades associated with such higher queued interconnection) that, on the date the System Impact Study is commenced.
 - 7.1. Are directly interconnected with the Area EPS Operator's Electric System; or
 - 7.2. Are interconnected with Affected Systems and may have an impact on the proposed interconnection; and
 - 7.3. Have a pending higher queued Interconnection Application to interconnect with the Area EPS Operator's Electric System.
- 8. A deposit of the equivalent of the good faith estimated cost of a System Impact Study shall be required from the Interconnection Customer when the signed Agreement is provided to the Area EPS Operator.
- 9. Any study fees shall be based on the Area EPS Operator's actual costs and include a summary of professional time. An invoice shall be sent to the Interconnection Customer within twenty (20) Business Days after the study is completed and delivered.
- 10. The Interconnection Customer must pay any study costs that exceed the deposit without interest, within twenty (20) Business Days, on receipt of the invoice or resolution of any dispute. If the deposit exceeds the invoiced fees, the Area EPS

Operator shall refund such excess within twenty (20) Business Days of the invoice without interest.

11. 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 Minnesota. 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.

12. Amendment

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

13. 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.

14. Waiver

- 14.1. 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.
- 14.2. 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 the

Interconnection Customer, shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from the Area EPS Operator. Any waiver of this Agreement shall, if requested, be provided in writing.

15. 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.

16. 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.

17. 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.

18. Subcontractors

18.1. 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.

- 18.2. The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires, as if no subcontract had been made; provided, however, that in no event shall the Area EPS Operator be liable for the actions or inactions of the Interconnection Customer or thier subcontractors with respect to obligations of the Interconnection Customer under this Agreement. Any applicable obligation imposed by this Agreement, upon the hiring Party, shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.
- 18.3. The obligations under this article will not be limited in any way by any limitation of subcontractor's insurance.
- 19. Inclusion of Area EPS Operator Tariffs and Rules

The interconnection services provided under this Agreement, shall at all times, be subject to the terms and conditions set forth in the tariff schedules and rules applicable to the electric service provided by the Area EPS Operator, which tariff schedules and rules are hereby incorporated into this Agreement by this reference. Notwithstanding any other provisions of this Agreement, the Area EPS Operator shall have the right to unilaterally change rates, charges, classification, service, tariff, or rule or any agreement relating thereto. The Interconnection Customer shall have the right to protest any such change through the Area EPS Operator's dispute resolution process, pursuant to the Area EPS Operator's rules and regulations.

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

CITY OF WASECA ELECTRIC UTILITY	INTERCONNECTION CUSTOMER		
•			
(Signature)	(Signature)		
(Title)	(Title)		

Attachment A

Assumptions Used in Conducting the System Impact Study

The System Impact Study shall be based upon the following assumptions:

- 1) Designation of Point of Common Coupling and configuration to be studied.
- 2) Designation of alternative Points of DER Interconnection and configuration.
- 1) and 2) are to be completed by the Interconnection Customer. Other assumptions (attached to this Agreement) are to be provided by the Interconnection Customer and the Area EPS Operator. The Area EPS Operator shall use the Reference Point for Applicability which is either the Point of Common Coupling or the Point(s) of DER Interconnection as described in IEEE 1547.

Additional DER Technical Data Required for System Impact Study

If applicable, the Area EPS Operator shall provide a list of any additional technical data that is required to adequately perform the System Impact Study. This list of required technical data shall be attached to this Agreement. As indicated in Section 4 of the Study Process document of the M-MIP, this information is to be returned with the signed System Impact Study Agreement and deposit.

Data to Be Provided by the Area EPS Operator with the System Impact Study Agreement

Estimate Cost of System Impact Study	\$
Time duration to complete System Impact Study	Business Days



INTERCONNECTION PROCESS

Facility Study Agreement

ABSTRACT

Agreement outlining the scope, timeline and responsibility of cost for a proposed DER system's facility changes to the distribution system

Facilities Study Agreement

THIS AGREEMENT is made and entered into thisday of 20 by and
between
Customer"), and the CITY OF WASECA ELECTRIC UTILITY, a municipal utility existing under the
laws of the State of Minnesota, ("Area EPS Operator"). Interconnection Customer and Area EPS
Operator each may be referred to as a "Party," or collectively as the "Parties."
RECITALS
WHEREAS, the Interconnection Customer is proposing to develop a Distributed Energy
Resource (DER) or generating capacity addition to an existing DER consistent with the
Interconnection Application completed by the Interconnection Customer
on(date); and
WHEREAS, the Interconnection Customer desires to interconnect the DER with the Area EPS
Operator's Electric System;
WHEREAS, the Area EPS Operator has completed Initial Review, Supplemental Review, and/or a
System Impact Study, and provided the results of said review to the Interconnection Customer,
or determined none was required; and
WHEREAS, the Interconnection Customer has requested the Area EPS Operator to perform a
Facilities Study(s) to specify, and estimate the cost of, the equipment, engineering,
procurement and construction work, needed to implement the conclusions of the above noted
review in accordance with Good Utility Practice, to physically and electrically connect the DER

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

 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated, or the meanings specified, in the Municipal Minnesota Distributed Energy Resources Interconnection Process (M-MIP).

with the Area EPS Operator's distribution system.

- 2. The Interconnection Customer elects and the Area EPS Operator shall cause a Facilities Study consistent with the standard M-MIP to be performed. The scope of the Facilities Study shall be subject to data provided in Section 17 to this Agreement.
- 3. The Facilities Study shall specify and estimate the cost of the equipment, engineering, procurement and construction work (including overheads), needed to implement the conclusions of the System Impact Study(s). The Facilities Study shall also identify: 1) the electrical switching configuration of the equipment, including, without limitation, transformer, switchgear, meters, and other station equipment, 2) the nature and estimated cost of the Area EPS Operator's Interconnection Facilities and Upgrades, necessary to accomplish the interconnection, and 3) an estimate of the time required to complete the construction and installation of such facilities.
- 4. The Area EPS Operator may propose to group facilities required for more than one Interconnection Customer in order to minimize facilities costs through economies of scale. Any Interconnection Customer may require the installation of facilities required for its own Distributed Energy Resource, if they are willing to pay the costs of those facilities.
- 5. A deposit of the equivalent of the good faith estimated cost of a distribution Facility Study shall be required from the Interconnection Customer when the signed Agreement is provided to the Area EPS Operator.
- 6. Any study fees shall be based on the Area EPS Operator's actual costs and include a summary of professional time. An invoice shall be sent to the Interconnection Customer within twenty (20) Business Days after the study is completed and delivered.
- 7. The Interconnection Customer must pay any study costs that exceed the deposit without interest, within twenty (20) Business Days, on receipt of the invoice or resolution of any

dispute. If the deposit exceeds the invoiced fees, the Area EPS Operator shall refund such excess within twenty (20) Business Days of the invoice without interest.

8. 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 Minnesota. 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.

9. Amendment

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

10. 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.

11. Waiver

- 11.1. 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.
- 11.2. 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 the Interconnection Customer, shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an

interconnection from the Area EPS Operator. Any waiver of this Agreement shall, if requested, be provided in writing.

12. 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.

13. 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.

14. 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.

15. Subcontractors

15.1. 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.

- 15.2. The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires, as if no subcontract had been made; provided, however, that in no event shall the Area EPS Operator be liable for the actions or inactions of the Interconnection Customer or their subcontractors with respect to obligations of the Interconnection Customer under this Agreement. Any applicable obligation imposed by this Agreement, upon the hiring Party, shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.
- 15.3. The obligations under this article will not be limited in any way by any limitation of subcontractor's insurance.
- 16. Inclusion of Area EPS Operator Tariffs and Rules

The interconnection services provided under this Agreement, shall at all times, be subject to the terms and conditions set forth in the tariff schedules and rules applicable to the electric service provided by the Area EPS Operator, which tariff schedules and rules are hereby incorporated into this Agreement by this reference. Notwithstanding any other provisions of this Agreement, the Area EPS Operator shall have the right to unilaterally change rates, charges, classification, service, tariff, or rule or any agreement relating thereto. The Interconnection Customer shall have the right to protest any such change through the Area EPS Operator's dispute resolution process, pursuant to the Area EPS Operator's rules and regulations.

- 17. Data to be Provided by Interconnection Customer with Facilities Agreement
 - 17.1. The Interconnection Customer shall be available to meet on site with the Area EPS

 Operator within five (5) Business Days of signing the Facilities Study Agreement. The
 personnel furnished by the Interconnection Customer for this site visit shall bring

detailed information on the site layout. The Area EPS Operator may request the Interconnection Customer physically places stakes at the locations of major components.

- 17.2. The Interconnection Customer shall furnish a final site plan detailing the location of major equipment at the time this agreement is returned. The Point of Common Coupling (PCC) and Point of Distributed Resource Connection (PoC) shall be clearly marked. The site plan shall depict any nearby roads and be labeled with the road name. Accurate dimensions shall be included on the site plan. The proper emergency (911) address, corresponding to the site, shall be labeled on the site plan.
- 17.3. The Interconnection Customer shall furnish a final one-line diagram detailing the electrical connections between major components. The one-line shall be returned with the signed Facilities Study Agreement.
- 17.4. Technical cut sheets on all equipment related to metering shall be provided by the Interconnection Customer along with the signed Facilities Study Agreement.
- 17.5. If available, copies of the Conditional Use Permits(s) from all necessary authorities shall be returned by the Interconnection Customer with the signed Facilities Study Agreement.
- 17.6. The Interconnection Customer shall secure any necessary easements from private land owners prior to signing the Facilities Study Agreement. Documentation of any such agreements shall be provided to the Area EPS Operator.
- 17.7. In the event that the Area EPS Operator determines a site survey is necessary in order to complete a Facilities Study, the Interconnection Customer shall make good faith efforts to complete the survey in a timely manner.

- 17.8. The Facilities Study assumes all land use permits required for the interconnection will be approved by the proper authorities. Permits are submitted after Interconnection Agreement is signed and may impact project costs (i.e. overhead to underground requirements.)
- 17.9. The Interconnection Customer and Area EPS Operator shall provide a single point of contact for design and construction related matters. The Interconnection Customer single point of contact shall respond in a timely manner to the Area EPS Operator's questions during the Facilities Study.
- 17.10. In the event that an Interconnection Customer does not provide the necessary information described in this Agreement, or if the Interconnection Customer takes more than five (5) Business Days to respond to a question during the Facilities Study, the Facilities Study timeframe shall pause until the question is resolved.

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

CITY OF WASECA ELECTRIC UTILITY	[Insert Name of Interconnection Customer]		
(Signature)	(Signature)		
(Title)	(Title)		

Data to Be Provided by the Area EPS Operator with the Facilities Study Agreement

Estimate Cost of Facility Study	\$
Time duration to complete Facility Study	Business Days



INTERCONNECTION PROCESS

Transmission System Study Impact Agreement

ABSTRACT

Agreement outlining the scope, timeline and responsibility of cost for a proposed DER system's system impact to the transmission system

Transmission System Impact Study Agreement

THIS AGREEMENT is made and entered into thisday of	20 b	y and
between	, ("Interconn	nection
Customer"), and the <u>CITY OF WASECA ELECTRIC UTILITY</u> , a municipal utility	existing un	der the
laws of the State of Minnesota, ("Area EPS Operator"), and		
, a transmission system owner existin	g under the	laws of
the State of Minnesota, ("Transmission Provider"). Interconnection Custor	ner, Area EP	S
Operator and Transmission Provider each may be referred to as a "Party,"	or collective	ely as the
"Parties."		
RECITALS		
WHEREAS, the Interconnection Customer is proposing to develop a Distrib	uted Energy	′
Resource or generating capacity addition to an existing DER, (in either case	referred to	herein
as a "DER"), interconnected to the Area EPS Operator's Electric System, as	described in	n the
Interconnection Application completed by the Interconnection Customer a	ınd submitte	ed to the
Area EPS Operator on; and		
WHEREAS, the Interconnection Customer has requested the Area EPS Ope	rator to wor	rk with
the Transmission Provider to perform a Transmission System Impact Study	to assess th	ne impact
on the Transmission Provider's electric transmission system of interconnec	ting the DEI	R with the
Area EPS Operator's Electric System, and to determine if there are potential	al Affected S	System(s)
in addition to the Transmission Provider's electric transmission system;		
NOW, THEREFORE, in consideration of, and subject to, the mutual covenar	nts containe	d herein
the Parties agreed as follows:		

- When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated, or the meanings specified, in the Municipal Minnesota Distributed Energy Resources Interconnection Process (M-MIP).
- 2. The Interconnection Customer requests and the Area EPS Operator and its Transmission Provider agrees to perform a Transmission System Impact Study consistent with the M-MIP. The Interconnection Customer understands and acknowledges that each of the Area EPS Operator and the Transmission Provider may perform separate system impact studies. The scope of a Transmission System Impact Study shall be subject to the assumptions set forth in this Agreement; including Attachment A.
- 3. A Transmission System Impact Study will be based upon the technical information provided by Interconnection Customer in the Interconnection Application. Each of the Area EPS Operator and Transmission Provider reserve the right to request additional technical information from the Interconnection Customer as may reasonably become necessary consistent with Good Utility Practice during the course of the System Impact Study. Neither the Area EPS Operator nor the Transmission Provider will be obligated to commence the Transmission System Impact Study until each has received adequate technical information from the Interconnection Customer.
- 4. In the event that the applicable bulk transmission system generation interconnection process, (such as the Midcontinent Independent System Operator or MISO, or Southwest Power Pool or SPP), supersedes the M-MIP, the Transmission Provider will so notify the Interconnection Customer and this Agreement will be deemed terminated.
- 5. A Transmission System Impact Study may, as determined by the Area EPS Operator and/or the Transmission Provider, consist of a short circuit analysis, a stability analysis, a power flow analysis, voltage analysis and flicker studies, protection and set point coordination studies, and grounding reviews. A Transmission System Impact Study shall

criteria used, state the results of the analyses, and provide the requirement or potential impediments to providing the requested interconnection service, including a preliminary indication of the cost and length of time that would be necessary to correct any problems identified in those analyses and provide for the interconnection. A Transmission System Impact Study shall provide a list of transmission facilities that are required as a result of the Interconnection Application and non-binding good faith estimates of cost responsibility and time to construct such transmission facilities. A Facilities Study may be required to identify all possibilities of facility upgrades, cost estimates and estimate of construction time.

- 6. If the Transmission Provider determines there are any potential Affected System(s), the Affected System(s) will be asked to participate in or review/comment on the Transmission System Impact Study. The Affected System(s) will be entitled to determine in their sole discretion the extent of their participation or review/comment, and will be entitled to apply their respective Local Planning Criteria. The Transmission Provider will inform the Interconnection Customer of the estimated cost of the Affected System's participation in or review/comment on the Transmission System Impact Study.
- 7. The Transmission System Impact Study will be scheduled for completion taking in consideration for prior-queued projects in the applicable bulk transmission generation interconnection queue or Transmission Provider's generation interconnection queue.

 The Transmission Provider and/or the Area EPS Operator shall notify the Interconnection Customer if such condition exists.
- 8. The Area EPS Operator and/or the Transmission Provider shall provide an estimate of the cost of the Transmission System Impact Study to the Interconnection Customer. At the time that the Interconnection Customer executes this Agreement, the Interconnection Customer shall provide a deposit of the estimated cost(s) of the

Transmission System Impact Study to the Area EPS Operator and/or Transmission Provider, as applicable.

- 9. The Interconnection Customer shall be responsible for the actual costs incurred by the Area EPS Operator and/or the Transmission Provider to perform the Transmission System Impact Study. An invoice documenting the actual costs shall be sent by the Area EPS Operator and/or Transmission Provider to the Interconnection Customer within twenty (20) Business Days after the study is completed and delivered.
- 10. The Interconnection Customer shall pay the invoice amount less the deposit amount, within twenty (20) Business Days, on receipt of the invoice. If the deposit exceeds the actual cost of the study, the Transmission Provider shall refund such excess amount within twenty (20) Business Days of the date of the invoice.
- 11. 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 Minnesota. 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.

12. Amendment

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

13. 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.

14. Waiver

- 14.1. 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.
- 14.2. 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 the
 Interconnection Customer, shall not constitute a waiver of the Interconnection

 Customer's legal rights to obtain an interconnection from the Area EPS Operator.

 Any waiver of this Agreement shall, if requested, be provided in writing.

15. 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.

16. 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 a Party. No 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, any other Party.

17. 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.

18. Subcontractors

- 18.1. 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.
- 18.2. The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Parties for the acts or omissions of any subcontractor the hiring Party hires, as if no subcontract had been made; provided, however, that in no event shall the Area EPS Operator or the Transmission Provider be liable for the actions or inactions of the Interconnection Customer or its subcontractors with respect to obligations of the Interconnection Customer under this Agreement. Any applicable obligation imposed by this Agreement, upon the hiring Party, shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.
- 18.3. The obligations under this article will not be limited in any way by any limitation of subcontractor's insurance.

19. Inclusion of Area EPS Operator Tariffs and Rules

The interconnection services provided under this Agreement, shall at all times, be subject to the terms and conditions set forth in the tariff schedules and rules applicable to the electric service provided by the Area EPS Operator, which tariff schedules and rules are hereby incorporated into this Agreement by this reference. Notwithstanding any other provisions of this Agreement, the Area EPS Operator shall have the right to unilaterally change rates, charges, classification, service, tariff, or rule or any agreement relating thereto. The Interconnection Customer shall have the right to protest any such change through the Area EPS Operator's dispute resolution process, pursuant to the Area EPS Operator's rules and regulations.

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

CITY OF WASECA ELECTRIC UTILITY	INTERCONNECTION CUSTOMER
	1
·	
(Signature)	(Signature)
(Title)	(Title)
[Insert Name of Transmission Provider]	
(Signature)	
(Title)	

Attachment A

Assumptions Used in Conducting the Transmission System Impact Study

The Transmission System Impact Study shall be based upon the following assumptions:

- 1) Designation of Point of Common Coupling and configuration to be studied.
- 2) Designation of alternative Points of DER Interconnection and configuration.
- 1) and 2) are to be completed by the Interconnection Customer. Other assumptions (listed below) are to be provided by the Interconnection Customer, the Area EPS Operator and the Transmission Provider. The Area EPS Operator and Transmission Provider shall use the Reference Point for Applicability which is either the Point of Common Coupling or the Point(s) of DER Interconnection as described in IEEE 1547.

Additional DER Technical Data Required for Transmission System Impact Study

If applicable, the Transmission Provider shall attach a list to this Agreement any additional technical data that is required to adequately perform the Transmission System Impact Study. As indicated in Section 4 of the Study Process document of the M-MIP, this information is to be returned with the signed Transmission System Impact Study Agreement and deposit.

Data to Be Provided by the Area EPS Operator and Transmission Provider with the Transmission System Impact Study Agreement

Estimate Cost of Transmission System Impact Study	\$
Time duration to complete Transmission System Impact Study	Business Days



ABSTRACT

Interconnection agreement for net energy billing DER systems or DER systems up to 100 kW that are compensated at avoided cost.

UNIFORM CONTRACT

CITY OF WASECA ELECTRIC UTILITY UNIFORM CONTRACT FOR COGENERATION AND SMALL POWER PRODUCTION FACILITIES < 40kW

THIS CONTRACT is entered into on, 2019, between the CITY OF WASECA
MN, ELECTRIC UTILITY, a municipal utility under Minnesota law, (hereafter called "Utility") and the
QUALIFYING FACILITY OWNER,(hereafter called "QF").
RECITALS
The QF has installed electric generating facilities, consisting of a solar PV system, rated at
kilowatts AC of electricity, on property located at
Waseca, MN
The QF is a customer of the Utility located within the assigned electric service territory of the Utility. The QF is prepared to generate electricity.
The QF's electric generating facilities meet the requirements of the policy, rules & process adopted be the Waseca City Council on Cogeneration and Small Power Production and any technical standards for interconnection the Utility has established that are authorized by those rules.
The Utility is obligated under federal and Minnesota law to interconnect with the QF and to purchase electricity offered for sale by the QF.
A contract between the QF and the Utility is required.
AGREEMENTS
The QF and the Utility agree:
 The Utility will sell electricity to the QF under the rate schedule in force for the class of customer to which the QF belongs. A copy of the presently approved rate schedule is attached to this contract.
 The Utility will buy electricity from the QF under the current rate schedule filed with the Waseca City Council. The QF elects the rate schedule category hereinafter indicated:
a. Average retail utility energy rate.QF capacity must be less than 40 kW.
N/A b. Simultaneous purchase and sale billing rate.
N/A c. Roll-over credits
d. Time-of-day purchase rates.
 QF capacity must be 40 kW or more and less than or equal to 100 kW.

- 3. The rates for sales and purchases of electricity may change over the time this contract is in force, due to actions of the Waseca City Council. The QF and the Utility agree that sales and purchases will be made under the rates in effect each month during the time this contract is in force.
- 4. The Utility will compute the charges and payments for purchases and sales for each billing period. A net credit to the QF will be made either as a credit to the QF's utility account or, if over \$250, paid by check to the QF.

5.	Renewable energy credits associated with generation from the facility are owned by:	
		•

- 6. The QF must operate its electric generating facilities within any rules, regulations, and policies adopted by the Utility not prohibited by the rules governing Cogeneration and Small Power Production (CSPP) on the Utility's system which provide reasonable technical connection and operating specifications for the QF and are consistent with the Minnesota Public Utilities Commission's (MPUC) rules on CSPP.
- 7. The QF will not enter into an arrangement whereby electricity from the generating facilities will be sold to an end user in violation of the Utility's exclusive right to provide electric service in its service area.
- 8. The QF will operate its electric generating facilities so that they conform to the national, state, and local electric and safety codes, and will be responsible for the costs of conformance.
- The QF is responsible for the actual, reasonable costs of interconnection which are estimated to be \$______. The QF will pay the Utility in this way: lump-sum payment by certified or cashier's check, credit/debit card or cash equivalent.
- 10. The QF will give the Utility reasonable access to its property and electric generating facilities if the configuration of those facilities does not permit disconnection or testing from the Utility's side of the interconnection. If the Utility enters the QF's property, the Utility will remain responsible for its personnel.
- 11. The Utility may stop providing electricity to the QF during a system emergency. The Utility will not discriminate against the QF when it stops providing electricity or when it resumes providing electricity.
- 12. The Utility may stop purchasing electricity from the QF when necessary for the Utility to construct, install, maintain, repair, replace, remove, investigate, or inspect any equipment or facilities within its electric system. The Utility may stop purchasing electricity from the QF in the event the generating facilities listed in this contract are documented to be causing power quality, safety or reliability issues to the Utility's electric distribution system.

The Utility will notify the QF before it stops purchasing electricity by electronic communication, telephone or mail.

- 13. The QF will keep in force general liability insurance that includes coverage against claims for damages resulting from (i) bodily injury, including wrongful death; and (ii) property damage arising out of the QF's installation, interconnection and operation of its electric generating facilities. The amount of insurance coverage will be \$300,000. The City of Waseca will be listed as an additional insured.
- 14. The QF and the Utility agree to attempt to resolve all disputes arising hereunder promptly and in a good faith manner.
- 15. The Waseca City Council has the authority to consider and determine disputes, if any, that arise under this contract in accordance with procedures in the rules adopted.
- 16. This contract becomes effective as soon as it is signed by the QF and the Utility. This contract will remain in force until either the QF or the Utility gives written notice to the other that the contract is canceled. This contract will be canceled thirty (30) days after notice is given. If the listed electric generating facilities are not interconnected to the Utility's distribution system within twelve months of the contract being signed by the QF and the Utility, the contract terminates. The QF and the Utility may delay termination by mutual agreement.
- 17. Neither the QF nor the Utility will be considered in default as to any obligation if the QF or the Utility is prevented from fulfilling the obligation due to an Force Majeure act of God, labor disturbance, act of public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, an order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or other cause beyond the QF's or Utility's control. However, the QF or Utility whose performance under this contract is hindered by such an event shall make all reasonable efforts to perform its obligations.
- 18. This contract can only be amended or modified by mutual agreement in writing signed by the QF and the Utility.
- 19. The QF must notify the Utility prior to any change in the electric generating facilities' capacity size or generating technology according to the interconnection process adopted by the Utility.
- 20. Termination of this contract is allowed (i) by the QF at any time without restriction; (ii) by Mutual Agreement between the Utility and the QF; (iii) upon abandonment or removal of electric generating facilities by the QF; (iv) by the Utility if the electric generating facilities are continuously non-operational for any twelve (12) consecutive month period; (v) by the Utility if the QF fails to comply with applicable interconnection design requirements or fails to remedy a violation of the interconnection process; or (vi) by the Utility upon breach of this contract by the QF unless cured with notice of cure received by the Utility prior to termination.
- 21. In the event this contract is terminated, the Utility shall have the rights to disconnect its facilities or direct the QF to disconnect its generating facilities.

- 22. This contract shall continue in effect after termination to the extent necessary to allow either the Utility or the QF to fulfill rights or obligations that arose under the contract.
- 23. Transfer of ownership of the generating facilities shall require the new owners and the Utility to execute a new contract. Upon the execution of a new contract with the new owners this contract shall be terminated.
- 24. The QF and the Utility shall at all times indemnify, defend, and save each other harmless from any and all damages, losses, claims, including claims and actions relating to injury or death of any person or damage to property, costs and expenses, reasonable attorneys' fees and court costs, arising out of or resulting from the QF's or the Utility's performance of its obligations under this contract, except to the extent that such damages, losses or claims were caused by the negligence or intentional acts of the QF or the Utility.
- 25. The Utility and the QF will each be responsible for its own acts or omissions and the results thereof to the extent authorized by law and shall not be responsible for the acts or omissions of any others and the results thereof.
- 26. The QF's and the Utility's liability to each other for failure to perform its obligations under this contract shall be limited to the amount of direct damage actually occurred. In no event, shall the QF or the Utility be liable to each other for any punitive, incidental, indirect, special, or consequential damages of any kind whatsoever, including for loss of business opportunity or profits, regardless of whether such damages were foreseen.
- 27. The Utility does not give any warranty, expressed or implied, to the adequacy, safety, or other characteristics of the QF's interconnected system.

THE QF AND THE UTILITY HAVE READ THIS CONTRACT AND AGREE TO BE BOUND BY ITS TERMS. AS EVIDENCE OF THEIR AGREEMENT, THEY HAVE EACH SIGNED THIS CONTRACT BELOW ON THE DATE LISTED BY SIGNER.

(Enter Owner's Name) By:
Printed Name:
DATE:
City of Waseca Electric Utility By:
Printed Name:

DATE:			



ABSTRACT
For use in lieu of the Utility's Uniform
Contract

INTERCONNECTION AGREEMENT

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3 Parallel Operation Obligations

3.1. Once the Distributed Energy Resource has been authorized to commence parallel operation, the Interconnection Customer shall abide by all rules and procedures pertaining to the parallel operation of the Distributed Energy Resource in the applicable control area, including, but not limited to; 1) the rules and procedures concerning the operation of generation set forth by the applicable system operator(s) for the Area EPS Operator's Distribution System provided or referenced in an attachment to this Agreement and; 2) the Operating Requirements set forth in Attachment 5 of this Agreement. The Minnesota Technical Requirements for interconnection are covered in a separate document, a copy of which has been made available to the Interconnection Customer and incorporated and made part of this Agreement by this reference.

4 Metering

4.1. As described in M-MIP Overview Process Section 9.1, the Interconnection Customer shall be responsible for the Area EPS Operator's reasonable and necessary cost for the purchase, installation, operation, maintenance, testing, repair, and replacement of metering and data acquisition equipment specified in Attachments 2 and 3 of this Agreement. The Interconnection Customer's metering (and data acquisition, as required) equipment shall conform to applicable industry rules and Operating Requirements.

5 Distributed Energy Resource Capabilities and Grid Reliability

- 5.1. The Minnesota Technical Requirements outlines the Parties responsibilities consistent with IEEE 1547 Standard for Interconnection and Interoperability of Distributed Energy Resources with Associated Electric Power Systems Interfaces which provides requirements relevant to the interconnection and interoperability performance, operation and testing, and, to safety, maintenance and security considerations.
- 5.2. The Area EPS Operator may offer the Interconnection Customer the option to utilize required DER capabilities to mitigate Interconnection Customer costs related to Upgrades or Interconnection Facilities to address anticipated system impacts from the engineering review (i.e. Initial Review, Supplemental Review, or Study Process described in the M-MIP.)

6 Equipment Testing and Inspection

6.1. As described in M-MIP Overview Process Section 9.3, the Interconnection Customer shall test and inspect its Distributed Energy Resource and Interconnection Facilities prior to interconnection pursuant to Minnesota Technical Requirements and this Agreement.

7 Authorization Required Prior to Parallel Operation

7.1. As described in M-MIP Overview Process Section 9.5, the Area EPS Operator shall use Reasonable Efforts to list applicable parallel operation requirements by attaching the Minnesota Technical Requirements and/or including them in Attachment 5 to this Agreement. Additionally, the Area EPS Operator shall notify the Interconnection Customer of any changes to these requirements as soon as they are known. Pursuant to the M-MIP Overview Process Section 8.5, the Interconnection Customer shall not operate its Distributed Energy Resource in parallel with the Area EPS Operator's Distribution System without prior written authorization of the Area EPS Operator.

8 Right of Access

- 8.1. Upon reasonable notice, the Area EPS Operator may send a qualified person to the premises of the Interconnection Customer at or immediately before the time the Distributed Energy Resource first produces energy to inspect the interconnection, and observe the commissioning of the Distributed Energy Resource (including any required testing), startup, and operation for a period of up to three (3) Business Days after initial start-up of the unit. In addition, the Interconnection Customer shall notify the Area EPS Operator at least five (5) Business Days prior to conducting any on-site verification testing of the Distributed Energy Resource.
- 8.2. Following the initial inspection process described above, at reasonable hours, and upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, the Area EPS Operator shall have access to the Interconnection Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed on it by this Agreement or if necessary to meet its legal obligation to provide service to its customers.
- 8.3. Each Party shall be responsible for its costs associated with the interconnection of the DER system as outlined in M-MIP Overview Process Section 9.3 and the Minnesota Technical Requirements.

9 Effective Date

9.1 This Agreement shall become effective upon execution by the Parties.

10 Term of Agreement

10.1. This Agreement shall become effective on the Effective Date and shall remain in effect from the Effective Date unless terminated earlier in accordance with Section 11 of this Agreement.

11 Termination

- 11.1. No termination shall become effective until the Parties have complied with all Applicable Laws and Regulations applicable to such termination.
- 11.2. The Interconnection Customer may terminate this Agreement at any time by giving the Area EPS Operator twenty (20) Business Days written notice.
- 11.3. The Area EPS Operator may terminate this Agreement if the listed electric generating facilities are not interconnected to the Area EPS Operator's distribution system within thirty-six (36) months of this Agreement signed by the Parties. The Parties may choose to delay termination by mutual agreement.
- 11.4. Either Party may terminate this Agreement after Default pursuant to Section 3.
- 11.5. Upon termination of this Agreement, the Distributed Energy Resource will be disconnected from the Area EPS Operator's Distribution System. All costs required to effectuate such disconnection shall be borne by the terminating Party, unless such termination resulted from the non-terminating Party's Default of this Agreement or such non-terminating Party otherwise is responsible for these costs under this Agreement.
- 11.6. The termination of this Agreement shall not relieve either Party of its liabilities and obligations, owed or continuing at the time of the termination.
- 11.7. The provisions of this article shall survive termination or expiration of this Agreement.

12 Temporary Disconnection

12.1. Temporary disconnection shall continue only for so long as reasonably necessary under Good Utility Practice.

- 12.2. Emergency Conditions. Under emergency conditions, the Area EPS Operator may immediately suspend interconnection service and temporarily disconnect the Distributed Energy Resource. The Area EPS Operator shall use Reasonable Efforts to notify the Interconnection Customer promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect the Interconnection Customer's operation of the Distributed Energy Resource. The Interconnection Customer shall use Reasonable Efforts to notify the Area EPS Operator promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect the Area EPS Operator's Distribution System or any Affected Systems. To the extent information is known, the notification shall describe the Emergency Condition, the extent of the damage or deficiency, the expected effect on the operation of both Parties' facilities and operations, its anticipated duration, and the necessary corrective action.
- 12.3. <u>Temporary Interruption</u>. The Area EPS Operator may interrupt interconnection service or curtail the output of the Distributed Energy Resource and temporarily disconnect the Distributed Energy Resource from the Area EPS Operator's Distribution System when necessary for routine maintenance, construction, or repairs on the Area EPS Operator's Distribution System. The Area EPS Operator shall use Reasonable Efforts to provide the Interconnection Customer with three (3) Business Days' notice prior to such interruption. The Area EPS Operator shall use Reasonable Efforts to coordinate such reduction or temporary disconnection with the Interconnection Customer.
- 12.4. <u>Forced Outage</u>. During any forced outage, the Area EPS Operator may suspend interconnection service to effect immediate repairs on the Area EPS Operator's Distribution System. The Area EPS Operator shall use Reasonable Efforts to provide the Interconnection Customer with prior notice. If prior notice is not given, the Area EPS Operator shall, upon request, provide the Interconnection Customer written documentation after the fact explaining the circumstances of the disconnection.
- 12.5. Adverse Operating Effects. The Area EPS Operator shall notify the Interconnection Customer as soon as practicable if, based on Good Utility Practice, operation of the Distributed Energy Resource may cause disruption or deterioration of service to other customers served from the same electric system, or if operating the Distributed Energy Resource could cause damage to the Area EPS Operator's Distribution System or Affected Systems. Supporting documentation used to reach the decision to disconnect shall be provided to the Interconnection Customer upon request. If, after notice, the Interconnection Customer fails to remedy the adverse operating effect within a reasonable time, the Area EPS Operator may disconnect the Distributed Energy Resource. The Area EPS Operator shall provide the Interconnection Customer

- with five Business Day notice of such disconnection, unless the provisions of Section 12.2 apply.
- 12.6. Modification of the Distributed Energy Resource. The Interconnection Customer must receive written authorization from the Area EPS Operator before making any change to the Distributed Energy Resource that may have a material impact on the safety or reliability of the Distribution System. Such authorization shall not be unreasonably withheld if the modification is not a Material Modification. Material Modifications, including an increase Nameplate Rating or capacity, may require the Interconnection Customer to submit a new Interconnection Application as described in the M-MIP Overview Process Section 7. If the Interconnection Customer makes such modification without the Area EPS Operator's prior written authorization, the latter shall have the right to temporarily disconnect the Distributed Energy Resource.
- 12.7. <u>Reconnection.</u> The Parties shall cooperate with each other to restore the Distributed Energy Resource, Interconnection Facilities, and the Area EPS Operator's Distribution System to their normal operating state as soon as reasonably practicable following a temporary disconnection.
- 12.8. <u>Treatment Similar to Other Retail Customers.</u> If the Interconnection Customer receives retail electrical service at the same site as the Distributed Energy Resource, it may also be disconnected consistent with the rules and practices for disconnecting other retail electrical customer.
- 12.9. <u>Disconnection for Default.</u> If the Interconnection Customer is in Default of this Agreement, it may be disconnected after a sixty (60) day written notice is provided and the Default is not cured during this sixty (60) day notice. This provision does not apply to disconnection based on Sections 12.2, 12.3, 12.4 or 12.5 of this Agreement.

13 Cost Responsibility for Interconnection Facilities and Distribution Upgrades

13.1 <u>Interconnection Facilities.</u> The Interconnection Customer shall pay for the cost of the Interconnection Facilities itemized in Attachment 2 of this Agreement. The Area EPS Operator shall provide a good faith estimate cost, including overheads, for the purchase and construction of its Interconnection Facilities and provide a detailed itemization of such costs. Costs associated with Interconnection Facilities may be shared with other entities that may benefit from such facilities by agreement of the Interconnection Customer, such other entities, and the Area EPS Operator.

- 13.2 The Interconnection Customer shall be responsible for its share of all reasonable expenses, including overheads, associated with (1) owning, operating, maintaining, repairing, and replacing its own Interconnection Facilities, and (2) operating, maintaining, repairing, and replacing the Area EPS Operator's Interconnection Facilities.
- 13.3 <u>Distribution Upgrades</u>. The Area EPS Operator shall design, procure, construct, install, and own the Distribution Upgrades described in Attachment 6 of this Agreement. The Area EPS Operator shall provide a good faith estimate cost, including overheads, for the purchase and construction of the Distribution Upgrades and provide a detailed itemization of such costs. If the Area EPS Operator and the Interconnection Customer agree, the Interconnection Customer may construct Distribution Upgrades that are located on land owned by the Interconnection Customer. The actual cost of the Distribution Upgrades, including overheads, shall be directly assigned to the Interconnection Customer.

14 Cost Responsibility for Network Upgrades

- 14.1. <u>Applicability.</u> No portion of Section 14 shall apply unless the interconnection of the Distributed Energy Resource requires Network Upgrades.
- 14.2. Network Upgrades. The Area EPS Operator or the Transmission Owner shall design, procure, construct, install, and own the Network Upgrades described in Attachment 6 of this Agreement. The Area EPS Operator shall provide a good faith estimate cost, including overheads, for the purchase and construction of the Network Upgrades and provide a detailed itemization of such costs. If the Area EPS Operator and the Interconnection Customer agree, the Interconnection Customer may construct Network Upgrades that are located on land owned by the Interconnection Customer. Unless the Area EPS Operator elects to pay for Network Upgrades, the actual cost of the Network Upgrades, including overheads, shall be borne initially by the Interconnection Customer.
- 14.3. Repayment of Amounts Advanced for Network Upgrades. The Interconnection Customer shall be entitled to a cash repayment, equal to the total amount paid to the Area EPS Operator and Affected System operator, if any, for Network Upgrades, including any tax gross-up or other tax-related payments associated with the Network Upgrades, and not otherwise refunded to the Interconnection Customer, to be paid to the Interconnection Customer on a dollar-for-dollar basis for the non-usage sensitive portion of transmission charges, as payments are made under the Area EPS Operator's Tariff and Affected System's Tariff for transmission services with respect to the Distributed Energy Resource. Any repayment shall include interest

calculated in accordance with the methodology set forth in Federal Energy Regulatory Commission's (FERC's) regulations at 18 C.F.R. § 35.19a(a)(2)(iii) from the date of any payment for Network Upgrades through the date on which the Interconnection Customer receives a repayment of such payment pursuant to this subparagraph. The Interconnection Customer may assign such repayment rights to any person.

- 14.4. Notwithstanding the foregoing, the Interconnection Customer, the Area EPS Operator, and any applicable Affected System operators may adopt any alternative payment schedule that is mutually agreeable so long as the Area EPS Operator and said Affected System operators take one of the following actions no later than five years from the Commercial Operation Date: (1) return to the Interconnection Customer any amounts advanced for Network Upgrades not previously repaid, or (2) declare in writing that the Area EPS Operator or any applicable Affected System operators will continue to provide payments to the Interconnection Customer on a dollar-for-dollar basis for the non-usage sensitive portion of transmission charges, or develop an alternative schedule that is mutually agreeable and provides for the return of all amounts advanced for Network Upgrades not previously repaid; however, full reimbursement shall not extend beyond 20 years from the commercial operation date.
- 14.5. If the Distributed Energy Resource fails to achieve commercial operation, but it or another Distributed Energy Resource is later constructed and requires use of the Network Upgrades, the Area EPS Operator and Affected System operator shall at that time reimburse the Interconnection Customer for the amounts advanced for the Network Upgrades. Before any such reimbursement can occur, the Interconnection Customer, or the entity that ultimately constructs the Distributed Energy Resource, if different, is responsible for identifying the entity to which reimbursement must be made.
- 14.6. Special Provisions for Affected Systems. Unless the Area EPS Operator provides, under this Agreement, for the repayment of amounts advanced to any applicable Affected System operators for Network Upgrades, the Interconnection Customer and Affected System operator shall enter into an agreement that provides for such repayment. The agreement shall specify the terms governing payments to be made by the Interconnection Customer to Affected System operator as well as the repayment by Affected System Operator.
- 14.7. <u>Rights Under Other Agreements.</u> Notwithstanding any other provision of this Agreement, nothing herein shall be construed as relinquishing or foreclosing any rights, including but not limited to firm transmission rights, capacity rights, transmission congestion rights, or transmission credits, that the Interconnection

Customer shall be entitled to, now or in the future, under any other agreement or tariff as a result of, or otherwise associated with, the transmission capacity, if any, created by the Network Upgrades, including the right to obtain cash reimbursements or transmission credits for transmission service that is not associated with the Distributed Energy Resource.

15 Billing, Payment, Milestones, and Financial Security

- 15.1. <u>Billing and Payment Procedures and Final Accounting.</u> The Area EPS Operator shall bill the Interconnection Customer for the design, engineering, construction, and procurement costs of Interconnection Facilities and Upgrades contemplated by this Agreement, and the Interconnection Customer shall pay each bill, pursuant to the M-MIP Interconnection Process documents, or as otherwise agreed to by the Parties.
- 15.2. Within 80 Business Days (approximately 4 calendar months) of completing the construction and installation of the Area EPS Operator's Interconnection Facilities and/or Upgrades described in the Attachments to this Agreement, the Area EPS Operator shall provide the Interconnection Customer with a final accounting report, as described in the M-MIP Fast Track Process Section 9.4.3 and the Study Process Section 11.4.3.
- 15.3. <u>Milestones.</u> Pursuant to the M-MIP Fast Track Process Section 9.1 and the Study Process Section 11.1, the Parties shall agree on milestones for which each Party is responsible and list them in Attachment 4 of this Agreement.
- 15.4. Financial Security Arrangements. Pursuant to the M-MIP Fast Track Process Section 9.5 and the Study Process Section 11.5, the Interconnection Customer shall provide the Area EPS Operator, at the Interconnection Customer's option, a guarantee, letter of credit or other form of security that is reasonably acceptable to the Area EPS Operator and is consistent with the Minnesota Uniform Commercial Code. Such security for payment shall be in an amount sufficient to cover the costs for constructing, designing, procuring, and installing the applicable portion of the Area EPS Operator's Interconnection Facilities and Upgrades and shall be reduced on a dollar-for-dollar basis for payments made to the Area EPS Operator under this Agreement during its term. In addition:
 - 15.4.1. The guarantee must be made by an entity that meets the creditworthiness requirements of the Area EPS Operator, and contain terms and conditions that guarantee payment of any amount that may be due from the Interconnection Customer, up to an agreed-to maximum amount.

15.4.2. The letter of credit must be issued by a financial institution or insurer reasonably acceptable to the Area EPS Operator and must specify a reasonable expiration not sooner than sixty (60) Business Days (three calendar months) after the due date for the issuance of the final bill.

16 Assignment, Force Majeure, Consequential Damages, and Default

- 16.1. This Agreement may be assigned by either Party upon 15 Business Days prior written notice and opportunity to object by the other Party; provided that:
 - 16.1.1. Either Party may assign this Agreement without the consent of the other Party to any affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement, provided that the Interconnection Customer promptly notifies the Area EPS Operator of any such assignment.
 - 16.1.2. Interconnection Customer shall have the right to assign this Agreement, without the consent of the Area EPS Operator, for collateral security purposes to aid in providing financing for the Distributed Energy Resource, provided that the Interconnection Customer will promptly notify the Area EPS Operator of any such assignment.
 - 16.1.3. Any attempted assignment that violates this article is void and ineffective. Assignment shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. An assignee is responsible for meeting the same financial, credit, and insurance obligations as the Interconnection Customer. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

17 Limitations of Liability

17.1. Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages, except as authorized by this Agreement.

18 Non-Warranty

18.1. The Area EPS Operator does not give any warranty, expressed or implied, as to the adequacy, safety, or other characteristics of any structures, equipment, wires, appliances or devices owned, installed or maintained by the Interconnection Customer, including without limitation the Distributed Energy Resource and any structures, equipment, wires, appliances or devices not owned, operated or maintained by the Area EPS Operator.

19 Indemnity

- 19.1. This provision protects each Party from liability incurred to third parties as a result of carrying out the provisions of this Agreement. Liability under this provision is exempt from the general limitations on liability found in Section 17.
- 19.2. The Parties shall at all times indemnify, defend, and hold the other Party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action or failure to meet its obligations under this Agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.
- 19.3. If an indemnified person is entitled to indemnification under this article as a result of a claim by a third party, and the indemnifying Party fails, after notice and reasonable opportunity to proceed under this article, to assume the defense of such claim, such indemnified person may at the expense of the indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.
- 19.4. If an indemnifying party is obligated to indemnify and hold any indemnified person harmless under this article, the amount owing to the indemnified person shall be the amount of such indemnified person's actual loss, net of any insurance or other recovery.
- 19.5. Promptly after receipt by an indemnified person of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in this article may apply, the indemnified person shall notify the indemnifying party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the indemnifying party.

- 19.6. This indemnification obligation shall apply notwithstanding any negligent or intentional acts, errors or omissions of the Indemnified Party, but the Indemnifying Party's liability to indemnify the Indemnifying Party shall be reduced in proportion to the percentage by which the Indemnified Party's negligent or intentional acts, errors or omissions caused damaged.
- 19.7. Neither Party shall be indemnified for its damages resulting from its sole negligence, intentional acts or willful misconduct. These indemnity provisions shall not be construed to relieve any insurer of its obligation to pay claims consistent with the provisions of a valid insurance policy.

20 Consequential Damages

20.1. Other than as expressly provided for in this Agreement, neither Party shall be liable under any provision of this Agreement for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided, however, that damages for which a Party may be liable to the other Party under another agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder.

21 Force Majeure

21.1. If a Force Majeure Event prevents a Party from fulfilling any obligations under this Agreement, the Party affected by the Force Majeure Event (Affected Party) shall promptly notify the other Party, either in writing or via the telephone, of the existence of the Force Majeure Event. The notification must specify in reasonable detail the circumstances of the Force Majeure Event, its expected duration, and the steps that the Affected Party is taking to mitigate the effects of the event on its performance. The Affected Party shall keep the other Party informed on a continuing basis of developments relating to the Force Majeure Event until the event ends. The Affected Party will be entitled to suspend or modify its performance of obligations under this Agreement (other than the obligation to make payments) only to the extent that the effect of the Force Majeure Event cannot be mitigated by the use of Reasonable Efforts. The Affected Party will use Reasonable Efforts to resume its performance as soon as possible.

22 Default

- 22.1. No Default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of a Force Majeure Event as defined in this Agreement or the result of an act or omission of the other Party. Upon a Default, the non-defaulting Party shall give written notice of such Default to the defaulting Party. Except as provided in Section 21, the defaulting Party shall have sixty (60) calendar days from receipt of the Default notice within which to cure such Default; provided however, if such Default is not capable of cure within sixty (60) calendar days, the defaulting Party shall commence such cure within twenty (20) calendar days after notice and continuously and diligently complete such cure within six (6) months from receipt of the Default notice; and, if cured within such time, the Default specified in such notice shall cease to exist.
- 22.2. If a Default is not cured as provided in this article, or if a Default is not capable of being cured within the period provided for herein, the non-defaulting Party shall have the right to terminate this Agreement by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not that Party terminates this Agreement, to recover from the defaulting Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this article will survive termination of this Agreement.

23 Insurance

- 23.1. An Area EPS Operator may only require an Interconnection Customer to purchase insurance covering damages pursuant to the applicable M-MIP process document in which the distributed energy resource falls under.
- 23.2. The Area EPS Operator agrees to maintain general liability insurance or self-insurance consistent with the Area EPS Operator's commercial practice. Such insurance or self-insurance shall not exclude coverage for the Area EPS Operator's liabilities undertaken pursuant to this Agreement.
- 23.3. The Parties further agree to notify each other whenever an accident or incident occurs resulting in any injuries or damages that are included within the scope of coverage of such insurance, whether or not such coverage is sought.
- 23.4. Failure of the Interconnection Customer or Area EPS Operator to enforce the minimum levels of insurance does not relieve the Interconnection Customer from maintaining such levels of insurance or relieve the Interconnection Customer of any liability.

24 Confidentiality

- 24.1. Confidential Information shall mean any confidential and/or proprietary information provided by one Party to the other Party that is clearly marked or otherwise designated "Confidential." For purposes of this Agreement, design, operating specifications, and metering data provided by the Interconnection Customer may be deemed Confidential Information regardless of whether it is clearly marked or otherwise designated as such. If requested by either Party, the other Party shall provide in writing the basis for asserting that the information warrants confidential treatment. Parties providing a Governmental Authority trade secret, privileged or otherwise not public data under Minnesota Government Data Privacy Act, Minnesota Statute Chapter 13, must provide information consistent with the Commission's September 1, 1999 Revised Procedures for Handling Trade Secret and Privileged Data.
- 24.2. Confidential Information does not include information previously in the public domain with proper authorization, required to be publicly submitted or divulged by Governmental Authorities (after notice to the other Party and after exhausting any opportunity to oppose such publication or release), or necessary to be publicly divulged in an action to enforce this Agreement. Each Party receiving Confidential Information shall hold such information in confidence and shall not disclose it to any third party nor to the public without the prior written authorization from the Party providing that information, except to fulfill obligations under this Agreement, or to fulfill legal or regulatory requirements that could not otherwise be fulfilled by not making the information public.
- 24.3. Each Party shall hold in confidence and shall not disclose Confidential Information, to any person (except employees, officers, representatives and agents, who agree to be bound by this section). Confidential Information shall be clearly marked as such on each page or otherwise affirmatively identified. If a court, government agency or entity with the right, power, and authority to do so, requests or requires either Party, by subpoena, oral disposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose Confidential Information, that Party shall provide the other Party with prompt notice of such request(s) or requirements(s) so that the other Party may seek an appropriate protective order or waive compliance with the terms of this Agreement. In the absence of a protective order or waiver the Party shall disclose such confidential information which, in the opinion of its counsel, the party is legally compelled to disclose. Each Party will use reasonable efforts to obtain reliable assurance that confidential treatment will be accorded any confidential information so furnished.

- 24.4. Critical infrastructure information or information that is deemed or otherwise designated by a Party as Critical Energy/Electric Infrastructure Information (CEII) pursuant to FERC regulation 18 C.F.R. §388.133, as may be amended from time to time, may be subject to further protections for disclosure as required by FERC or FERC regulations or orders and the disclosing Party's CEII policies.
- 24.5. 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.
- 24.6. Each Party is entitled to equitable relief, by injunction or otherwise, to enforce its rights under this provision to prevent the release of Confidential Information without bond or proof of damages, and may seek other remedies available at law or in equity for breach of this provision.

25 Disputes

The Parties agree in a good faith effort to attempt to resolve all disputes arising out of the interconnection process and associated study and Interconnection Agreements. The Parties agree to follow the established dispute resolution policy adopted by the Area EPS Operator.

26 Taxes

- 26.1. The Parties agree to follow all applicable tax laws and regulations, consistent with Internal Revenue Service and any other relevant local, state and federal requirements.
- 26.2. Each Party shall cooperate with the other to maintain the other Party's tax status. It is incumbent on the Party seeking to maintain its tax status to provide formal written notice to the other Party detailing what exact cooperation it is seeking from the other Party well prior to any deadlines by which any such action would need to be taken. Nothing in this Agreement is intended to adversely affect, if applicable, the Area EPS Operator's tax-exempt status with respect to the issuance of bonds including, but not limited to, local furnishing bonds.

27 Miscellaneous

27.1. <u>Governing Law, Regulatory Authority, and Rules.</u> The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the Area EPS Operator's board of directors and the laws of the state of Minnesota, 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.
- 27.2. <u>Amendment.</u> The Parties may amend this Agreement by a written instrument duly executed by both Parties, or under Section 27.12 of this Agreement.
- 27.3. <u>No Third-Party Beneficiaries.</u> 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.
- 27.4. <u>Waiver</u>. 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. Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this Agreement. Termination or default of this Agreement for any reason by Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from the Area EPS Operator. Any waiver of this Agreement shall, if requested, be provided in writing.
- 27.5. Entire Agreement. This Agreement, including all Attachments, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement. There are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under this Agreement. This Agreement can only be amended or modified in writing signed by both Parties.
- 27.6. <u>Multiple Counterparts.</u> 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. Electronic signatures are acceptable if the Area EPS Operator has made such a determination pursuant to M-MIP Overview Process Section 4.1.
- 27.7. <u>No Partnership.</u> 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.

Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

- 27.11.2. The obligations under this article will not be limited in any way by any limitation of subcontractor's insurance.
- 27.12. Inclusion of Area EPS Operator Tariff and Rules. The interconnection services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the rate schedules and rules applicable to the electric service provided by the Area EPS Operator, which rate schedules and rules are hereby incorporated into this Agreement by this reference.

28 Notices

28.1. <u>General.</u> Unless otherwise provided in this Agreement, any written notice, demand, or request required or authorized in connection with this Agreement ("Notice") shall be deemed properly given if delivered in person, delivered by recognized national currier service, or sent by first class mail, postage prepaid, to the person specified as follows:

Area EPS Operator Informa	<u>tion</u>
Area EPS Operator:	CITY OF WASECA ELECTRIC UTILITY
Attention:	CARL SONNENBERG, UTILITIES & PUBLIC WORKS DIRECTOR
Address:	508 STATE ST SOUTH
	WASECA MN 56093
Phone:	(507)835-9718
Email:	carls@ci.waseca.mn.us
Interconnection Customer I	nformation
Interconnection Customer:	
Attention:	
Address:	
Phone:	
Email:	
28.2. <u>Billing and Paymen</u> below:	t. Billing and payments shall be sent to the addresses set out
Area EPS Operator Informa	
Area EPS Operator:	CITY OF WASECA ELECTRIC UTILITY
Attention:	DEBBIE CARLSON OR LORI HANSON
Address:	508 STATE ST SOUTH
	WASECA MN 56093
Phone:	(507)835-9718
Fmail	debc@ci.waseca.mn.us or lorih@ci.waseca.mn.us

Interconnection Customer	<u>Information</u>
Interconnection Customer:	
Attention:	
Address:	
Phone:	
Email:	
	of Notice. Any notice or request required or permitted to be given
•	he other and not required by this Agreement to be given in writing
	telephone or e mail to the telephone numbers and e-mail
addresses set out b	elow:
Area EPS Operator Information	tion
Area EPS Operator:	CITY OF WASECA ELECTRIC UTILITY
Attention:	DEBBIE CARLSON or LORI HANSON
Address:	508 STATE ST SOUTH
	WASECA
Phone:	(507)835-9718
Email:	debc@ci.waseca.mn.us or lorih@ci.waseca.mn.us
,	
Interconnection Customer I	<u>nformation</u>
Interconnection Customer:	
Attention:	
Address:	
Phone:	
Fmail·	

28.4. <u>Designated Operating Representative</u>. The Parties may also designate operating representatives to conduct the communications which may be necessary or convenient for the administration of this Agreement. This person will also serve as the point of contact with respect to operations and maintenance of the Party's facilities.

Area EPS Operator Information			
Area EPS Operator:	CITY OF WASECA ELECTRIC UTILITY		
Attention:	CARL SONNENBERG or MATT ROESSLER		
Address:	508 STATE ST SOUTH		
	WASECA MN 56093		
Phone:	(507)835-9718		
Email:	carls@ci.waseca.mn.us or mattr@ci.waseca.mn.us		
Interconnection Customer Inf Interconnection Customer:	<u>ormation</u>		
Attention:			
Address:	· · · · · · · · · · · · · · · · · · ·		
Phone:			
Email:			

28.5. <u>Changes to Notification.</u> Either Party may change this information by giving five Business Days written notice to the other Party prior to the effective date of the change.

City of Waseca Distributed Generation Interconnection Requirements for Inverter Connected Systems Rated less than 40 kW

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1. Introduction

Electric distributed generation systems span a wide range of sizes and electrical characteristics. Electrical distribution system design varies widely from that required to serve the residential customer to that needed to serve the large commercial customer. With so many variations possible, it becomes complex and difficult to create one interconnection standard that fits all generation interconnection situations.

This streamlined version of the Technical Requirements document has been written to cover only the technical interconnection requirements to interconnect a specific type and size of Generation Systems; specifically, a PURPA (Public Utilities Regulatory Power Act) qualified generation system utilizing a Grid Tie Inverter and is rated for less than 40kW.

While this standard provides the Technical Requirements for interconnecting a Generation System with a typical radial distribution system, it is important to note that there are some unique Area EPS's, which have special interconnection needs. One example of a unique Area EPS would be one operated as a "networked" system. This standard does not cover the additional special requirements of those systems. The Interconnection Customer must contact the Owner/operator of the Area EPS with which the interconnection is intended, to make sure that the Generation System is not proposed to be interconnected with a unique Area EPS. If the planned interconnection is with a unique Area EPS, the Interconnection Customer must obtain the additional requirements for interconnecting with the distribution system.

The Area EPS Operator has the right to limit the maximum size of any Generation System or number of Generation Systems they may want to interconnect, if the Generation System would reduce the reliability to the other customers connected to the Area EPS.

This Technical Requirements document is based on assumptions of a "typical", less than 40kW Generation System. As a result, there may be areas not covered within this document.

This document covers only the technical requirements and does not cover the interconnection process. Please read the City of Waseca Interconnection Process for the description of the procedure to follow for interconnection approval and construction. It is important to also get copies of the Area EPS's tariffs concerning generation interconnection, which will include both rates and costs.

A) Definitions

The definitions defined in the <u>"IEEE Standard for Interconnecting Distributed Resources with Electric Power Systems"</u> (IEEE 1547) apply to this document as well. The following definitions are in addition to the ones defined in IEEE 1547, or are repeated from the IEEE 1547 standard.

- i)"Area EPS": an electric power system (EPS) that serves Local EPS. Note. Typically, an Area EPS has primary access to public rights-of-way, priority crossing of property boundaries, etc. The City of Waseca is the Area EPS.
- ii)"Generation" any device producing electrical energy, i.e., rotating generators driven by wind, steam turbines, internal combustion engines, hydraulic turbines, solar, fuel cells, etc.; or any other electric producing device including energy storage technologies.

- iii)"Generation System" the interconnected Distributed Generation(s), controls, relays, switches, breakers, transformers, inverters and associated wiring and cables up to the Point of Common Coupling.
- iv)"Grid Tie Inverter" the inverter is a device that converts DC electricity to AC electricity. While a Grid Tie Inverter usually has been specially designed and constructed to safely interconnect with an Area EPS. For this document, a Grid Tie Inverter must have also be designed and tested to meet the requirements of IEEE 1547 and ANSI 929 standards and has been certified with a UL 1741 label.
- v)"Interconnection Customer" the party or parties who are responsible for meeting the requirements of this standard. This could be the Generation System applicant, installer, designer, owner or operator.
- vi)"Local EPS" an electric power system (EPS) contained entirely within a single premises or group of premises. This is the distributed generation system.
- vii) "Point of Common Coupling" the point where the Local EPS is connected to an Area EPS.
- viii)"Transmission System" are those facilities as defined by using the guidelines established by the Minnesota Public Utilities Commission; "In the Matter of Developing Statewide Jurisdictional Boundary Guidelines for Functionally Separating Interstate Transmission from Generation and Local Distribution Functions Docket No. E-015/M-99-1002.
- ix)"Type-Certified" Generation paralleling equipment that is listed by an OSHA listed national testing laboratory as having met the applicable type testing requirement of UL 1741. At the time of preparation of this document, this was the only national standard available for certification of generation transfer switch equipment. Other subsequent forms of type-certification are permitted if acceptable to the Area EPS.

B) Interconnection Requirements Goals

This standard defines the minimum technical requirements for the implementation of the electrical interconnection between the Generation System and the Area EPS. It does not define the overall requirements for the Generation System. The requirements in this standard are intended to achieve the following:

- i) Ensure the safety of utility personnel and contractors working on the electrical power system.
- ii) Ensure the safety of utility members and the general public.
- iii) Protect and minimize the possible damage to the electrical power system and other customer's property.
- iv) Ensure proper operation to minimize adverse operating conditions on the electrical power system.

C) Area EPS Modifications

Depending upon the size of the Generation System, the location on the Area EPS's distribution system, and how the Generation System is operated, certain modifications and/or additions may be required to the existing Area EPS distribution system due to the addition of the Generation System. To the extent possible, this standard describes the modifications, which could be necessary to the Area EPS distribution system for different types of Generation Systems. If any special requirements are necessary they will be identified by the Area EPS operator during the engineering/application review process.

D) Generation System Protection

The Interconnection Customer is solely responsible for providing protection for the Generation System. Protection systems required in this standard are structured to protect the Area EPS's distribution system and the public. The Generation System protection is not provided for in this standard. Additional protection equipment may be required to ensure proper operation for the Generation System. This is especially true when operating disconnected from the Area EPS's distribution system. The Area EPS does not assume responsibility for protection of the Generation System equipment or of any portion of the Local EPS.

E) Electrical Code Compliance

The Interconnection Customer shall be responsible for complying with all applicable local, independent, state and federal codes such as building codes, National Electric Code (NEC), National Electrical Safety Code (NESC) and noise and emissions standards. As required by Minnesota State law, the Area EPS distribution system will require proof of compliance with the National Electrical Code before the interconnection is made, through installation approval by an electrical inspector recognized by the Minnesota State Board of Electricity.

The Interconnection Customer's Generation System and installation shall comply with the latest revisions of the ANSI/IEEE standards applicable to the installation, especially IEEE 1547; "Standard for Interconnecting Distributed Resources with Electric Power Systems". See the reference section of this document for a partial list of the standards which apply to the generation installations covered by this standard.

2. References

The following standards shall be used in conjunction with this standard. When the stated version of the following standards is superseded by an approved revision then that revision shall apply.

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

IEEE Std 519-1992, <u>"IEEE Recommended Practices and Requirements for Harmonic Control in Electric Power Systems"</u>

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

IEEE Std 1547, <u>"IEEE Standard for Interconnecting Distributed Resources with Electric Power</u> Systems"

IEEE Std C37.90.1-1989 (1995), "IEEE Standard Surge Withstand Capability (SEC) 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 C62.41.2-2002, <u>"IEEE Recommended Practice on Characterization of Surges in Low Voltage POPOV and Less) AC Power Circuits"</u>

IEEE Std C62.42-1992 (2002), "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)"

ANSI/IEEE 446-1995, "Recommended Practice for Emergency and Standby Power Systems for Industrial and Commercial Applications".

ANSI/IEEE Standard 142-1991, "IEEE Recommended Practice for Grounding of Industrial an Commercial Power Systems - Green Book",

UL Std. 1741 <u>"Standard for Safety for Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources"</u>

NEC - "National Electrical Code", National Fire Protection Association (NFPA), NFPA-70-2017.

NESC - "National Electrical Safety Code". ANSI C2-2017, Published by the Institute of Electrical and Electronics Engineers, Inc.

3. Interconnection Issues and Technical Requirements

- A) General Requirements The following requirements apply to the interconnected generating equipment. The Area EPS distribution system shall be considered the "source side" and the customer's system shall be considered the "load side" in the following interconnection requirements.
 - i) <u>Certification</u> Prior to installation, the inverters shall be Type-Certified for interconnection to the electrical power system. The certification will confirm anti-islanding protection and power quality related levels at the Point of Common Coupling. Also, utility compatibility, electric shock hazard and fire safety will be approved through UL listing of the model. Once this Type Certification is completed, additional design review of the inverters should not be necessary by the Area EPS.
 - ii) <u>Phase Detection</u> For three-phase operation, the inverter control must also be able to detect and separate for the loss of one phase.
 - iii) <u>Multiple Inverter Banks</u> When banks of inverter systems are installed at one location, a design review by the Area EPS must be performed to determine if any additional protection systems, metering or other modifications are needed. These additional systems or modifications will be identified by the Area EPS once the interconnection application is received.
 - iv) <u>Visible Disconnect</u> A visible disconnect is required for safely isolating the distributed generation when connecting with an inverter. The inverter shall not be used as a safety isolation device. <u>A disconnecting device shall be installed</u> to electrically isolate the Inverter from the rest of the load. The visible disconnect shall provide a visible air gap between Interconnection Customer's Generation and Area EPS distribution system in order to establish the safety isolation required for work on the Area EPS distribution system. This disconnecting device shall be readily accessible 24 hours per day by Area EPS field personnel and shall be capable of being padlocked by Area EPS field personnel. The disconnecting device shall be lockable in the open position.

The visible disconnect shall be a UL approved or National Electrical Manufacture's Association

approved, manual safety disconnect switch of adequate ampere capacity. The visible disconnect shall not open the neutral when the switch is open.

The visible disconnect shall be labeled, as required by the Area EPS Operator to inform the Area EPS field personnel.

- v) <u>Energization of Equipment by Generation System</u> The Generation System shall not energize any de-energized portion of the Area EPS distribution system.
- vi) <u>Fault and Line Clearing</u> The Generation System shall be removed from the Area EPS distribution system for any faults or outages occurring on the electrical circuit serving the Generation System.
- vii) <u>Interference</u> The Interconnection Customer shall disconnect (or Area EPS may disconnect) the Distributed Generation from the Area EPS if the Distributed Generation causes radio, television or electrical service interference to other customers, via the EPS or interference with the operation of Area EPS. The Interconnection Customer shall either effect repairs to the Generation System or reimburse the Area EPS for the cost of any required modifications to Area EPS distribution system due to the interference, as determined by the Area EPS.
- viii) <u>Unintended Islanding</u> Under certain conditions with extended parallel operation, it would be possible for a part of the Area EPS distribution system to be disconnected from the rest of the Area EPS distribution system and have the Generation System continue to operate and provide power to a portion of the isolated circuit. This condition is called "islanding". It is not possible to successfully reconnect the energized isolated circuit to the rest of the Area EPS distribution system since there are no synchronizing controls associated with all of the possible locations of disconnection. Therefore, it is required that the Generation System be automatically disconnected from the Area EPS distribution system immediately by protective relays for any condition that would cause the Area EPS distribution system to be de-energized. The Generation System must either isolate with the member's load or trip. The Generation System must also be blocked from closing back into the Area EPS distribution system until the Area EPS distribution system is reenergized and the Area EPS distribution system voltage is within Range B of ANSI C84.1 Table 1 for a minimum of one (1) minute. Depending upon the size of the Generation System, it may be necessary for the Customer at their expense to install direct transfer trip equipment from the Area EPS distribution system source(s) to remotely trip the generation interconnection to prevent islanding for certain conditions.
- ix) <u>Protective Systems</u> In general, a Grid Tie Inverter is designed, constructed and tested so that the necessary protective functions are built into the inverter, to ensure isolation of the generation system from the distribution system as required. In general, the functions required by IEEE 1547 and IEEE 929 standards include Over/Under Voltage, Over/Under Frequency, phase and ground overcurrent, so, no further protective equipment is typically necessary. Please note that the NEC or other state or local codes may require you to install additional protective equipment such as fuses.
- x) <u>Disconnection</u> The Area EPS operator may refuse to connect, or may disconnect without prior notice, a Generation System from the Area EPS distribution system under the following conditions:

- (1) Lack of approved Standard Application Form and Standard Interconnection Agreement.
- (2) Termination of interconnection by mutual agreement.
- (3) Non-Compliance with the technical or contractual requirements.
- (4) System Emergency or for imminent danger to the public or Area EPS personnel (Safety).
- (5) Routine maintenance, repairs and modifications to the Area EPS distribution system. The Area EPS shall coordinate planned outages with the Interconnection Customer to the extent possible.

4. Generation Metering, Monitoring and Control

<u>Metering, Monitoring and Control</u> - For distributed generation systems less than 40kW, the following are the Metering, Monitoring and Control requirements. This document assumes that the Generation System qualifies under the PURPA requirements (Public Utilities Regulatory Power Act - Federal Gov. 1978) and that the power is not being sold to a third party.

Metering Requirements*

For Generation Systems that qualify under the PURPA requirements, the service will be metered following the State of Minnesota net metering standards.

- For single-phase Generation Systems, the applicant is required to provide and install an Area EPS-approved single phase meter socket. The Area EPS will order a single-phase meter that will record power flow in both directions. The applicant will be responsible for the cost of the meter.
- For three-phase Generation Systems, the applicant is required to provide an Area EPSapproved commercial three phase meter socket. The Area EPS will order a three-phase meter to record power flow in both directions. The applicant will be responsible for the cost of the meter.

Monitoring and Control Requirements *

For qualified inverter connected Generation Systems less than 40kW, there are no requirements for monitoring and remote control of the generation system by the Area EPS.

5. Agreements

A) The Uniform Statewide Contract for Cogeneration and Small Power Production Facilities and the City of Waseca Solar System Installation Agreement will need to be signed by applicant and the Area EPS.

^{*} The above Metering, Monitoring and Control Requirements assume a typical installation. There could be alternate requirements for metering, monitoring or control that are required under special tariffs.

6. Testing Requirements

A) Certification of equipment - The most important part of the process to interconnect generation with Local and Area EPS's is safety. One of the key components of ensuring the safety of the public and employees is to ensure that the design and implementation of the elements connected to the electrical power system operate as required. To meet this goal, all of the electrical wiring in a business or residence, is required by the State of Minnesota to be listed by a recognized testing and certification laboratory, for its intended purpose. Typically this means "UL" listed. To be able to follow this version of the Technical Standard the Inverter used shall be listed by a nationally recognized testing laboratory as having met the applicable type-testing requirements of UL 1741 and IEEE 929, and shall be acceptable for interconnection without additional protection system requirements.

B) Commissioning Testing

The following tests shall be completed by the Interconnection Customer. The Area EPS has the right to witness all field testing and to review all records prior to allowing the system to be made ready for normal operation.

- i) Before testing The Generation System shall be inspected and approved by a State of Minnesota electrical inspector prior to interconnecting the Generation System with the electrical system.
- ii) Any pre-testing recommended by the equipment manufacturer and/or installer shall be completed prior to the On-line Commissioning test.
- iii) On-Line Commissioning Test The Area EPS and the Generation System owner shall complete the following tests once the Generation System has completed Pretesting and the results have been reviewed and approved by the Area EPS. Generation System functionally shall be verified for specific interconnections as follows:

(1) Anti-Islanding Test Steps

- (a) The Generation System shall be started and operated in parallel with the Area EPS distribution system source.
- (b) The Area EPS distribution system source shall be removed by opening a switch, fuse or breaker or other means on the Area EPS side of the inverter.
- (c) Under the condition established in step (b), the Generation System shall stop generating.
- (d) Under the condition established in step (b), the Generation System shall not reenergize any part of the Utilities distribution system (Area EPS).
- (e) The device that was opened to disconnect The Area EPS's distribution system source shall be closed and the Generation System shall not parallel or reconnect with the Area EPS's distribution system for at least five (5) minutes or other agreed-to duration.
- (f) For three phase systems this test will be repeated for each phase of the system and also for a complete three phase loss of Utility power.

- iv) Periodic Testing and Record Keeping
- (1) Any time the inverter hardware or software is replaced and/or modified, the Area EPS Generation Coordinator shall be notified. This notification shall be as soon as reasonably possible and, if possible, be provided with sufficient warning so that the Area EPS personnel can be involved and/or witness the verification testing.

Verification testing shall be completed on the replaced and/or modified equipment and systems. The involvement of the Area EPS personnel will depend upon the complexity of the Generation System and the component being replaced and/or modified. Since the Interconnection Customer and the Area EPS are now operating an interconnected system, it is important for each to communicate changes in operation, procedures and/or equipment to ensure the safety and reliability of the Local and Area EPS.

(2) All interconnection-related protection systems shall be periodically tested and maintained, by the Interconnection Customer, at intervals specified by the manufacturer or system integrator. These intervals shall not exceed five (5) years. Periodic test reports and a log of inspections shall be maintained, by the Interconnection Customer and made available to the Area EPS upon request.



Request for City Council Action

Title:	Resolution 19–25 Amending the Master Fee Schedule		
Meeting Date:	6-4-19	Agenda Item Number:	6D
Action:		Supporting Documents:	Resolution 19-25 & the Master Fee Schedule Distributed Generation Section
Originating	Electric Administration	Presented By:	City Manager
Department:			
Approved By City Manager:	Proposed Action: Motion through the consent agenda to adopt Resolution 19-25 Amending the Distributed Generation portion of the Master Fee Schedule.		
How does this item pertain to Vision 2030 goals?			

BACKGROUND: The Minnesota Public Utilities (MPUC) has updated the Distributed Energy Resource (DER-Renewable Energy) Process. As a part of that document there are various fees that apply to customers wanting to interconnect a renewable electric generation system to the City Electric distribution system.

BUDGET IMPACT: None

RECOMMENDATION: Staff recommends City Council approval of Resolution 19-25 Amending the Master Fee Schedule.

RESOLUTION 19-25

A RESOLUTION OF THE CITY OF WASECA, MINNESOTA AMENDING THE MASTER FEE SCHEDULE

WHEREAS, the Minnesota Public Utilities (MPUC) has adopted an updated Distributed Energy Resource (DER-Renewable Energy) process on August 13, 2018; and

WHEREAS, Minnesota Statutes Section 216B.1611, subdivision 3 requires municipal electric utilities to adopt said process; and

WHEREAS, the new process contains various applicant fees; and

WHEREAS, the fee schedule requires a resolution to make any change to dollar amount or fees type; and

NOW, THEREFORE, BE IT RESOLVED, that the Waseca City Council adopt Resolution 19-25 Amending the Master Fee Schedule to include the additions and changes as outlined in the attached, effective June 4, 2019.

Adopted this 4th day of June, 2019.

	R.D. SRP
	MAYOR
ATTEST:	
MIKE ANDERSON	
ASSISTANT TO CITY MANAGER	

Master Fee Schedule

DISTRIBUTED ENERGY RESOURCE INTERCONNECTION FEES effective through June	16, 2019	
All extended Parallel <= 20 kW	\$	100.00
Extended Parallel, Non-Exporting, Non-Radial Feeder >20 kW and <100 kW	\$_	250.00
Extended Parallel, Pre-Certified, Non-Radial Feeder >20 kW and <100 kW	\$_	-500.00
Extended Parallel, Non-Certified, Non-Radial Feeder > 20 kW and < 100 kW	\$	1,000.00
All applications for systems to be located on a Waseca radial feeder will be		ТВС
subject to engineering review prior to rate determination. Fees will be equal		
to actual engineering review costs plus 10% Waseca administrative fee.		
Additional fees, including but not limited to study fees, engineering review,		
builidng permits, and metering costs will be based on actual project costs.		
DISTRIBUTED ENERGY RESOURCE INTERCONNECTION FEES effective June 17, 201	9	
Pre-application Report Request	\$	300.00
Simplified Interconnection Application	\$	100.00
Fast Track Interconnection Application (Certified Systems)	\$	100.00 + \$1.00/kW
Fast Track Interconnection Application (Non-Certified Systems)	\$	100.00 + \$2.00/kW
Interconnection Application Study Process (additional fees may apply)	\$	1,000.00 + \$2.00/kW
All applications for systems to be located on a Waseca radial feeder will be		TBI
subject to engineering review prior to rate determination. Additional fees,		
including but not limited to study fees, engineering review, building permits,		glastic Control
and metering costs will be based on actual project costs.		



Request for City Council Action

Title:	Resolution 19-26: Approving Tax Abatement Applications			
Meeting Date:	June 4, 2019	Agenda Item Number:	6E	
Action:	☐MOTION ☐RESOLUTION ☐ORDINANCE ☐DISCUSSION	Supporting Documents:	Res. 19-26	
Originating Department:	Administration	Presented By:	City Manager	
Approved By City Manager: ⊠	Proposed Action: Pass Resolution 19-26, approving two new abatement applications			
How does this item pertain to Vision 2030 goals?	Creating a Vibrant and Dynamic Community			

BACKGROUND: At the February 19, 2019 City Council meeting, the Council approved the extension of the Residential Tax Abatement program through 2020, for new single-family home construction on existing vacant lots in the City. The program was established in 2016 to attempt to spur single-family home construction and reduce the surplus number of lots available in the City.

During the Tax Abatement process, the City Council gives final approval on applications received by staff. Staff has verified that the applicants are eligible for the abatement program, and has presented a resolution for your approval. The resolution states the names of the applicants along with the parcel number of the lot being abated.

BUDGET IMPACT: None. The abatements only are for tax revenues that do not currently exist and are not part of the operating budget.

ALTERNATIVES CONSIDERED: None

RECOMMENDATION: Motion to approve Resolution No. 19-26, approving two tax abatement applications.

RESOLUTION NO. 19-26

A RESOLUTION OF CITY OF WASECA, MINNESOTA APPROVING A RESIDENTIAL PROPERTY TAX ABATEMENT PROGRAM

WHEREAS, the City Council of the City of Waseca ("City Council") has approve a Tax Abatement Housing Program to encourage housing development within the City and has asked Waseca County to approve a tax abatement to augment the City program; and

WHEREAS, the City of Waseca desires to encourage, promote and facilitate residential development on vacant residential lots located within the City of Waseca ("City"), and has adopted a Residential Tax Abatement, a true and correct copy is on file at the offices of the City Manager, pursuant to which the City intends to offer abatement of City-imposed property taxes on qualifying residential properties in the City for which building permits for single family residential structures are applied for and issued by the City on or before December 31, 2020; and

WHEREAS, the parcels of real property for which abatements of City of Waseca-imposed property taxes are conditionally approved herein are identified and legally described in Resolution 17-40, Appendix A (the "eligible parcels"), and generally consist of every current vacant, unimproved parcel of property in a residential zoning district in the City of Waseca that are served by municipal infrastructure including central water and sanitary sewer service; and

WHEREAS, the City will use tax abatement for the purposes provided for in the Abatement Law and the City's approved Tax Abatement to match the proposed term of the abatements for each eligible property that satisfies the conditions for abatement established herein ("the qualifying parcels described in Resolution 17-40, Appendix A"); and

WHEREAS, the City proposes to use tax abatement for the purposes provided for in the Abatement Law and the Abatement Policy (and hereinafter defined). The proposed term of the abatements for each eligible property that satisfies the conditions for abatement established herein ("the qualifying parcels") will be for a term not to exceed ten years, with the City abating 50 percent of the portion of the City's share of ad valorem property taxes on the qualifying parcel derived from the value of the residential structure for which the City issues a building permit and paid by the property owner. The total abatement amount for any single qualifying parcel is not to exceed \$20,458.85, for a maximum total abatement of all eligible parcels' City-imposed property taxes not to exceed \$2,045.85. The abatements will apply to the City's share of ad valorem property taxes on the qualifying parcels derived from the value of the residential structure for which the City issues a building permit and paid by the record owners of such qualifying parcels (the "abatements"); and

WHEREAS, on December 20, 2016, the Council held a public hearing on the question of the abatements, with proper notice being duly given and published in advance; and

WHEREAS, the Abatements are authorized under Minnesota Statutes, Section 469.1812 through 469.1815 (the "Abatement Law").

Adopted this 4 th day of June, 2019.		
	R.D. SRP	
ATTEST:	MAYOR	
MIKE ANDERSON		
ASSISTANT TO CITY MANAGER		

NOW, THEREFORE, BE IT RESOLVED that the City Council approve the Tax Abatement Application substantially in form as presented, submitted by Alan & Catherine Breitbarth (1108 11th Ave SE PID#1735350630), Judy & Robert Hoffman (2604 8th St NE PID#177120015)



Minnesota Department of Public Safety Alcohol and Gambling Enforcement Division 445 Minnesota Street, Suite 222, St. Paul, MN 55101 651-201-7500 Fax 651-297-5259 TTY 651-282-6555

6F

APPLICATION AND PERMIT FOR A 1 DAY TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE

Name of organization	Date organize	ed <u>T</u> a	ax exempt number
American Legion POS+ 228			
Address	City	State	Zip Code
700 South State, St.	Wastca	Minnesota	156093_
Name of person making application	Business pho	one	lome phone
Ericka JOCKS	507833	3 99351 L	
Date(s) of event	Type of organization		
7-17-19 +0 7-20-19	Club 🗌 Charitable	Religious	Other non-profit
Organization officer's name	City	State	Zip Code
Sara Ruedy	Wasecd	Minnesota	
Organization officer's name	City	State	Zip Code
Fricka JOECKS	Mastra	Minnesota	
Organization officer's name	City	State	Zip Code
Lamar Kuster	Ware Ca	Minnesota	
Organization officer's name	City	State	Zip Code
		Minnesota	
Location where permit will be used. If an outdoor area, describe.			
Waseca County Fair			
If the applicant will contract for intoxicating liquor service give the AMEVICAN LEGION TOO S. STOTE ST. WOLCOM If the applicant will carry liquor liability insurance please provide the			oviding the service.
if the applicant will carry liquor liability insurance please provide the	le Carrier 3 Hairie and amou	nt or coverage.	
	PROVAL		
APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEF	FORE SUBMITTING TO ALCOHOL A	ND GAMBLING ENF	ORCEMENT
City or County approving the license	***************************************	Date Approv	ed
City of County approving and matter			
Fee Amount		Permit Dat	e
Date Fee Paid	City	or County E-ma	il Address
Date ree raid	City	o, country is mu	
	City	or County Phon	e Number
Signature City Clerk or County Official	Approved Director Alc		ling Enforcement

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US



Minnesota Department of Public Safety Alcohol and Gambling Enforcement Division 445 Minnesota Street, Suite 222, St. Paul, MN 55101 651-201-7500 Fax 651-297-5259 TTY 651-282-6555

6F

APPLICATION AND PERMIT FOR A 1 DAY TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE

Name of organization	Date organize	ed]	ax exempt number
American Legion POST 228			
Address	City	State	Zip Code
700 South State, St.	WOISTCO	Minnesota	56093
Name of person making application	Business pho		Home phone
Ericka Jorcks	507833	3 993511	
Date(s) of event	Type of organization		
7-21-19	Club 🔲 Charitable	Religious	Other non-profit
Organization officer's name	City	State	Zip Code
Sara Ruedy	Watecd	Minnesota	
Organization officer's name	City	State	Zip Code
Fricka JORCKS	Marco	Minnesota	
Organization officer's name	City	State	Zip Code
Lamar Kuster	Mare ca	Minnesota	
Organization officer's name	City	State	Zip Code
		Minnesota	
Location where permit will be used. If an outdoor area, describe.			
Waseca County Fair			
If the applicant will contract for intoxicating liquor service give the AMEVICAN LEGION TOOS STATE ST. WASTED			
APPLICATION MUST BE APPROVED BY CITY OR COUNTY BER	PROVAL FORE SUBMITTING TO ALCOHOL A		
City or County approving the license		Date Appro	veu
Fee Amount		Permit Da	te
Date Fee Paid	City	or County E-m	ail Address
	City	or County Pho	ne Number
Signature City Clerk or County Official	Approved Director Alc		bling Enforcement

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US

CONTRACT CONSTRUCTION PAYMENT REQUEST

DATE: May 29, 2019

TO:

Mayor & City Council

Lee Mattson, City Manager

PROJECT NAME:

3rd St Improvement project

CITY PROJECT NO.

2019-01

PAYMENT REQUEST: NO. 1

PAYMENT PERIOD:

4/30/2019-5/29/2019

CONTRACTOR:

Heselton Construction LLC

PAYMENT AMOUNT:

\$137,638.14

Approved By:

Director of Finance

Date

City Manager

Date



CITY OF WASECA

508 S. State St Waseca, MN 56093 Project R-011736-000 - 3rd Street NE Improvement Project Pay Voucher No. 1

Funds Encumbered

Original

Total

Additional

Contractor:

Heselton Construction, LLC.

P.O. Box 246

Faribault, MN 55021

Contract No.	
Vendor No.	
For Period:	4/30/2019 - 5/29/2019
Warrant#	Date

\$2,571,730.37

\$2,571,730.37

N/A

Contract Amounts	
Original Contract	\$2,571,730.37
Contract Changes	\$0.00
Revised Contract	\$2,571,730.37
Work Certified To Date	
Base Bid Items	\$144,882.25
Backsheet	\$0.00
Change Order	\$0.00
Supplemental Agreement	\$0.00
Work Order	\$0.00
Material On Hand	\$0.00
Total	\$144.882.25

	Work Certified This Pay Voucher	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Pay Voucher	Total Amount Paid To Date
R-011736-000	\$144,882.25	\$144,882.25	\$7,244.11	\$0.00	\$137,638.14	\$137,638.14
		Percent Ret	ained: 5.0000%		Percent Con	nplete: 5.6336%
		Amou	ınt Paid This	Pay Voucher	\$137,638,14	

This is to certify that the items of work shown in this certificate of Pay Voucher have been actually furnished for the work comprising the above mentioned projects in accordance with the plans and specifications heretofore approved.

Approved By Heselton Construction, LLC.

County/City/Project/Engineer Contractor

5/29/18

Date

Date

No.	From Date	Payment Sun To Date		Work C Per Pay V		Amount Retained Per Pay Voucher	Amount Paid Per Pay Voucher
1	04/30/2019	05/29/2019)		,882.25	\$7,244.11	\$137,638.14
	Totals:		\$144,8	382.25	\$7,244.11	\$137,638.14	
R-01	11736-000	Funding Cate	gory Re	<u>eport</u>			
Fı	unding ategory No.	Cer	Work tified Date	Less Amount Retained	Less Previous Payments	Amount Paid This Pay Voucher	Total Amount Paid To Date
	001 43.14		49.55	2,157.48	0.00	40,992.07	40,992.07
	002 325.00		16.25	0.00	308.75	308.75	
	003	0.00		0.00	0.00	0.00	0.00
	004		0.00	0.00	0.00	0.00	0.00
	005	46.3	99.35	2,319.97	0.00	44,079.38	44,079.38
	006	1011-20	48.35	2,732.42	0.00	51,915.93	51,915.93
	UNF	144,8	32.25	7,244.11	0.00	137,638.14	137,638.14
	Totals:	\$289,40	4.50	\$14,470.23	\$0.00	\$274,934.27	\$274,934.27
R-0′	11736-000	Funding Sou	rce Rep	ort			
		C di	Am	ount Paid	Revised		Paid To
A	Accounting Funding		This	Contrac		Contractor	
	No.	Source		y Voucher	Amoun		
	UNF	Unfunded	1	137,638.14	2,571,730.3	7 2,571,730.37	137,638.14
	Totals		\$13	7,638.14	\$2,571,730.37	7 \$2,571,730.37	\$137,638.14

Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Pay Voucher	Amount This Pay Voucher	Quantity To Date	Amount To Date
Sche	dule A Sur	face and Utility Impr	ovemen	ts					
1	2021.501	MOBILIZATION	LS	\$48,100.00	1	0.13	\$6,253.00	0.13	\$6,253.00
2	2101.524	CLEARING	TREE	\$755.00	3	7	\$5,285.00	7	\$5,285.00
3	2101.524	GRUBBING	TREE	\$108.00	3	7	\$756.00	7	\$756.00
4	2104.502	REMOVE MANHOLE OR CATCH BASIN	EACH	\$325.00	48	6	\$1,950.00	6	\$1,950.00
5	2104.502	REMOVE CASTING	EACH	\$100.00	1	0	\$0.00	0	\$0.00
6	2104.502	REMOVE HYDRANT	EACH	\$335.00	6	1	\$335.00	1	\$335.00
7	2104.502	REMOVE GATE VALVE & BOX	EACH	\$268.00	19	5	\$1,340.00	5	\$1,340.00
8	2104.502	REMOVE SIGN	EACH	\$32.35	14	0	\$0.00	0	\$0.00
9	2104.502	SALVAGE SIGN	EACH	\$32.35	6	1	\$32.35	1	\$32.35
10	2104.503	REMOVE WATER MAIN	LF	\$5.80	3238	570	\$3,306.00	570	\$3,306.00
11	2104.503	REMOVE WATER SERVICE PIPE	LF	\$1.00	1272	0	\$0.00	0	\$0.00
12	2104.503	REMOVE SEWER PIPE (STORM)	LF	\$7.60	4064	0	\$0.00	0	\$0.00
13	2104.503	REMOVE SANITARY SERVICE PIPE	LF	\$1.50	1993	152	\$228.00	152	\$228.00
14	2104.503	REMOVE SEWER PIPE (SANITARY)	LF	\$3.85	2726	500	\$1,925.00	500	\$1,925.00
15	2104.503	REMOVE CURB & GUTTER	LF	\$2.60	5573	977	\$2,540.20	977	\$2,540.20
16	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LF	\$4.85	352	0	\$0.00	0	\$0.0
17	2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	LF	\$2.10	661	0	\$0.00	0	\$0.0
18	2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	SY	\$6.90	584	0	\$0.00	0	\$0.0
19	2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SY	\$3.30	173	0	\$0.00	0	\$0.0
20	2104.504	REMOVE BITUMINOUS PAVEMENT	SY	\$4.00	13329	6357	\$25,428.00	6357	\$25,428.0
21	2104.504	REMOVE CONCRETE PAVEMENT	SY	\$8.00	115	c	\$0.00	0	\$0.0

Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Pay Voucher	Amount This Pay Voucher	Quantity To Date	Amount To Date
22	2104.518	REMOVE CONCRETE WALK	SF	\$0.75	19937	0	\$0.00	0	\$0.00
23	2104.601	SALVAGE AND REINSTALL LANDSCAPE STRUCTURES	LS	\$1,000.00	1	0	\$0.00	0	\$0.00
24	2104.618	SALVAGE BRICK PAVERS	SF	\$4.70	128	0	\$0.00	0	\$0.00
25	2105.504	GEOTEXTILE FABRIC TYPE 5	SY	\$1.00	16096	0	\$0.00	0	\$0.00
26	2105.509	STABILIZING AGGREGATE	TON	\$22.00	140	0	\$0.00	0	\$0.00
27	2105.601	DEWATERING	LS	\$0.01	1	0	\$0.00	0	\$0.00
28	2106.507	EXCAVATION - COMMON (P)	СҮ	\$15.70	7871	0	\$0.00	0	\$0.00
29	2106.507	EXCAVATION - SUBGRADE	CY	\$11.25	700	0	\$0.00	0	\$0.00
30	2106.507	SELECT GRANULAR EMBANKMENT (CV)	СҮ	\$21.85	5140	0	\$0.00	0	\$0.00
31	2112.519	SUBGRADE PREPARATION	RDST	\$260.00	34	0	\$0.00	0	\$0.00
32	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	\$150.00	25	3	\$450.00	3	
33	2130.523	WATER	MGAL	\$50.00	67	0	\$0.00	0	\$0.00
34	2131.506	CALCIUM CHLORIDE SOLUTION	GAL	\$1.70	3633	0	\$0.00	0	\$0.00
35	2211.507	AGGREGATE BASE (CV) CLASS 5	CY	\$12.25	3135	0	\$0.00	0	\$0.00
36	2331.603	JOINT ADHESIVE	LF	\$0.57	5991	0	\$0.00	0	\$0.00
37	2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GAL	\$2.21	740	0	\$0.00	0	\$0.00
38	2360.509	TYPE SP 9.5 WEARING COURSE MIX (3;C)	TON	\$79.95	1672	0	\$0.00	0	\$0.00
39	2360.509	TYPE SP 12.5 NON WEAR COURSE MIX (3;C)	TON	\$76.55	1758	C	\$0.00	C	\$0.00
40	2451.609	GRANULAR FOUNDATION AND/OR BEDDING	TON	\$22.00	60	C	\$0.00	0	\$0.00

Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Pay Voucher	Amount This Pay Voucher	Quantity To Date	Amount To Date
41	2502.503	4" TP PIPE DRAIN	LF	\$18.50	491	0	\$0.00	0	\$0.00
42	2502.503	6" PERF TP PIPE DRAIN	LF	\$15.80	4849	0	\$0.00	0	\$0.00
43	2502.601	IRRIGATION SYSTEM PROVISION	LS	\$8,000.00	1	0	\$0.00	0	\$0.00
44	2502.602	6" TP PIPE DRAIN CLEAN OUT	EACH	\$400.00	34	0	\$0.00	0	\$0.00
45	2503.503	4" PVC PIPE SEWER	LF	\$30.00	169	0	\$0.00	0	\$0.00
46	2503.503	15" RC PIPE SEWER DES 3006 CL V	LF	\$48.00	609	0	\$0.00	0	\$0.00
47	2503.503	18" RC PIPE SEWER DES 3006 CL V	LF	\$52.90	24	0	\$0.00	0	\$0.00
48	2503.503	24" RC PIPE SEWER DES 3006 CL III	LF	\$61.00	281	0	\$0.00	0	\$0.00
49	2503.503	30" RC PIPE SEWER DES 3006 CL III	LF	\$88.50	672	0	\$0.00	0	\$0.00
50	2503.503	36" RC PIPE SEWER DES 3006 CL III	LF	\$124.65	194	0	\$0.00	0	\$0.00
51	2503.503	42" RC PIPE SEWER DES 3006 CL III	LF	\$164.00	553	0	\$0.00	0	\$0.00
52	2503.503	42" RC PIPE SEWER DES 3006 CL IV	LF	\$188.00	659	0	\$0.00	0	\$0.00
53	2503.503	48" RC PIPE SEWER DES 3006 CL III	LF	\$195.40	167	0	\$0.00	0	\$0.00
54	2503.511	12" PVC PIPE SEWER, SDR 35	LF	\$37.80	428	83	\$3,137.40	83	\$3,137.40
55	2503.601	STORM SEWER BYPASS PUMPING	LS	\$2,500.00	1	0	\$0.00	0	\$0.00
56	2503.601	SANITARY SEWER BYPASS PUMPING	LS	\$37,500.00	1	0	\$0.00	0	\$0.00
57	2503.602	CONNECT TO EXISTING SANITARY SEWER	EACH	\$478.00	7	2	\$956.00	2	\$956.00
58	2503.602	CONNECT TO EXISTING SANITARY SEWER SER	EACH	\$155.00	53	4	\$620.00) 4	\$620.00

	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Pay Voucher	Amount This Pay Voucher	Quantity To Date	Amount To Date
59	2503.603	4" PVC SERVICE, SCHEDULE 40 (WYE, LATERAL, CONNECTION)	LF	\$60.00	1648	110	\$6,600.00	110	\$6,600.00
60	2503.603	6" PVC SERVICE, SCHEDULE 40 (WYE, LATERAL, CONNECTION)	LF	\$63.00	164	42	\$2,646.00	42	\$2,646.00
61	2503.603	8" PVC PIPE SEWER - SDR 35	LF	\$33.40	1109	0	\$0.00	0	\$0.00
62	2503.603	10" PVC PIPE SEWER - SDR 35	LF	\$39.60	537	451	\$17,859.60	451	\$17,859.60
63	2503.603	15" PVC PIPE SEWER SDR 35	LF	\$42.40	577	0	\$0.00	0	\$0.00
64	2503.603	TELEVISE SANITARY SEWER	LF	\$1.46	2651	0	\$0.00	0	\$0.00
65	2503.603	TELEVISE SANITARY SEWER SERVICE - LATERAL LAUNCH	LF	\$5.04	2326	0	\$0.00	0	\$0.00
66	2503.603	TELEVISE SANITARY SEWER SERVICE - CLEANOUT	LF	\$0.10	1245	0	\$0.00	0	\$0.00
67	2504.601	TEMPORARY WATER SERVICE	LS	\$20,700.00	1	0.25	\$5,175.00	0.25	\$5,175.00
68	2504.602	CONNECT TO EXISTING WATER MAIN	EACH	\$850.00	10	1	\$850.00	1	\$850.00
69	2504.602	CONNECT TO EXISTING WATER SERVICE	EACH	\$195.00	48	0		0	\$0.00
70	2504.602	HYDRANT	EACH	\$4,558.00	6	1	\$4,558.00	1	\$4,558.00
71	2504.602	1" CORPORATION STOP	EACH	\$300.00	44	0	\$0.00	0	\$0.00
72	2504.602	1.5" CORPORATION STOP	EACH	\$470.00	4	0	\$0.00	0	\$0.00
73	2504.602	4" GATE VALVE & BOX	EACH	\$1,365.00	1	0	\$0.00	0	\$0.00
74	2504.602	6" GATE VALVE & BOX	EACH	\$1,620.00	14	2	\$3,240.00	2	\$3,240.00
75	2504.602	8" GATE VALVE & BOX	EACH	\$2,065.00	11	3	\$6,195.00	3	\$6,195.00
76	2504.602	1" CURB STOP &	EACH	\$349.00	44	C	\$0.00	C	\$0.00
77	2504.602	1.5" CURB STOP & BOX	EACH	\$600.00	4		\$0.00	0 0	\$0.0

Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Pay Voucher	Amount This Pay Voucher	Quantity To Date	Amount To Date
78	2504.603	1" TYPE PE PIPE	LF	\$44.20	1274	0	\$0.00	0	\$0.00
79	2504.603	1 1/2" TYPE PE PIPE	LF	\$46.00	91	0	\$0.00	0	\$0.00
80	2504.603	6" WATERMAIN DUCTILE IRON CL 50	LF	\$36.50	136	0	\$0.00	0	\$0.00
81	2504.603	4" PVC WATERMAIN	LF	\$30.35	8	3	\$91.05	3	\$91.05
82	2504.603	6" PVC WATERMAIN	LF	\$30.75	21	60	\$1,845.00	60	\$1,845.00
83	2504.603	8" PVC WATERMAIN	LF	\$34.10	3105	510	\$17,391.00	510	\$17,391.00
84	2504.604	4" POLYSTYRENE INSULATION	SY	\$46.00	80	3.55	\$163.30	3.55	\$163.30
85	2504.608	DUCTILE IRON FITTINGS	LB	\$10.00	1950	191	\$1,910.00	191	\$1,910.00
86	2505.601	UTILITY COORDINATION	LS	\$1,000.00	1	0.36	\$360.00	0.36	\$360.00
87	2506.502	CONST DRAINAGE STRUCTURE DESIGN SPEC 1	EACH	\$2,084.00	19	0	\$0.00	0	\$0.00
88	2506.603	CONSTRUCT DRAINAGE STRUCTURE DES SPEC 2	LF	\$24,500.00	1	0	\$0.00	0	\$0.00
89	2506.503	CONST DRAINAGE STRUCTURE DES 48-4020	LF	\$432.00	55.1	0	\$0.00	0	\$0.00
90	2506.503	CONST DRAINAGE STRUCTURE DES 60-4020	LF	\$523.00	39.2	0	\$0.00	0	\$0.00
91	2506.503	CONST DRAINAGE STRUCTURE DES 72-4020	LF	\$655.00	49.3	0	\$0.00	0	\$0.00
92	2506.503	CONST DRAINAGE STRUCTURE DES 84-4020	LF	\$946.00	20	0	\$0.00	0	\$0.00
93	2506.503	CONST DRAINAGE STRUCTURE DES 120-4020	LF	\$2,264.00	6.5	0	\$0.00	C	\$0.0
94	2506.502	CASTING ASSEMBLY	EACH	\$542.00	38	C			
95	2506.602	CHIMNEY SEALS	EACH	\$270.00	58	C	\$0.00		\$0.0

Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Pay Voucher	Amount This Pay Voucher	Quantity To Date	Amount To Date
96	2506.602	SANITARY MANHOLE	EACH	\$2,728.00	10	3	\$8,184.00	3	\$8,184.00
97	2506.602	CONSTRUCT SANITARY MANHOLE OVERDEPTH (>8')	LF	\$229.00	38	20.15	\$4,614.35	20.15	\$4,614.35
98	2521.518	4" CONCRETE WALK	SF	\$5.90	16295	0	\$0.00	0	\$0.00
99	2521.518	6" CONCRETE WALK	SF	\$11.10	4434	0	\$0.00	0	\$0.00
100	2531.503	CONCRETE CURB & GUTTER DESIGN B618	LF	\$17.80	5576	0	\$0.00	0	\$0.00
101	2531.504	6" CONCRETE DRIVEWAY PAVEMENT	SY	\$73.80	614.4	0	\$0.00	0	\$0.00
102	2531.504	8" CONCRETE DRIVEWAY PAVEMENT	SY	\$93.70	52.5	0	\$0.00	0	\$0.00
103	2531.601	ADA COMPLIANCE SUPERVISOR	LS	\$645.00	1	0	\$0.00	0	\$0.00
104	2531.618	TRUNCATED DOMES	SF	\$38.70	266	0	\$0.00	0	\$0.00
105	2557.602	REPAIR DOG FENCE	EACH	\$375.00	5	0	\$0.00	0	\$0.00
106	2563.601	TRAFFIC CONTROL	LS	\$11,750.00	1	0.36	\$4,230.00	0.36	\$4,230.00
107	2564.518	SIGN PANELS TYPE C	SF	\$53.90	164.2	0	\$0.00	0	\$0.00
108	2564.602	INSTALL SALVAGED SIGN	EACH	\$130.00	6	0	\$0.00	0	\$0.00
109	2571.524	DECIDUOUS TREE 2.5" CAL B&B	TREE	\$600.00	5	0	\$0.00	0	\$0.00
110	2573.501	STORM DRAIN INLET PROTECTION	LS	\$6,340.00	1	0.36	\$2,282.40	0.36	\$2,282.40
111	2573.501	STABILIZED CONSTRUCTION EXIT	LS	\$1,960.00	1	0.36	\$705.60	0.36	\$705.60
112	2573.501	EROSION CONTROL SUPERVISOR	LS	\$1,000.00	1	0.36	\$360.00	0.36	\$360.00
113	2573.503	SEDIMENT CONTROL LOG TYPE WOOD CHIP	LF	\$2.16	2392	500	\$1,080.00	500	\$1,080.00
114	2574.507	COMMON TOPSOIL	CY	\$25.00	40	0	\$0.00		\$0.00

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R-01	1736-000	Project Material	Status				35		
Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Pay Voucher	Amount This Pay Voucher	Quantity To Date	Amount To Date
		BORROW							
115	2575.504	SODDING TYPE LAWN	SY	\$6.50	4750	0	\$0.00	0	\$0.00
116	2575.560	HYDROMULCH	SY	\$1.35	2454	0	\$0.00	0	\$0.00
117	2575.535	WATER (TURF ESTABLISHMENT)	MGAL	\$17.25	106.4	0	\$0.00	0	\$0.00
118	2582.503	4" BROKEN LINE PAINT	LF	\$1.29	1094	0	\$0.00	0	\$0.00
119	2582.503	12" SOLID LINE PAINT	LF	\$2.16	820	0	\$0.00	0	\$0.00
120	2582.503	24" SOLID LINE PAINT	LF	\$3.77	153	0	\$0.00	0	\$0.00
	Totals	For Schedule A Surf	ace and	Utility Impro	ovements:		\$144,882.25		\$144,882.25
	, otalo				t Totals:		\$144,882.25		\$144,882.25

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Title:	Comment on Waseca County Public Hearing					
Meeting Date:	June 4, 2019	Agenda Item Number:	7A			
Action:		Supporting Documents:	County Notice of Hearing Map of Area			
Originating Department:	Administration	Presented By:	City Manager			
Approved By City Manager:	Proposed Action: Determine if the City wishes to comment on a Request for Rezoning and a Conditional Use Permit from Susan L. Paniagua and James Brothers Construction, Inc.					
How does this item pertain to Vision 2030 goals?	The topic includes discussion reareas of the City of Waseca.	elated to Economic Deve	lopment and future growth			

BACKGROUND: James Brothers Construction are seeking to building a new building end engage in the exterior storage of recycled concrete and asphalt as well as other materials. The outdoor display of materials is also being sought. The proposed property is just northwest of the north water tower and immediately across 375th Avenue (County 5) from City limits. The abutting City property is zoned R-2 (Urban Residential District). The land proposed for the development is zoned UE (Urban Expansion) by Waseca County. The proposed use is not permitted in the Urban Expansion zone so a rezoning to Agricultural Protection is being sought by the County. The proposed use may be a conditional use in the Agricultural Protection zone. City Staff has expressed concern about the compatibility of the proposed use with the residential zoning in place across the road. In effect, staff is questioning whether this type of commercial business is something that would be desirable to have across the street from residential housing. Suggestions have been made about providing screening to the site and requiring a "buffer zone" where certain activities, like stockpiling materials or grinding of asphalt and concrete, would not be allowed.

If this Rezoning and Conditional Use Permit is approved by the County, the applicants will then need to approach the City to comply with the provisions of the subdivision code. There requirements are unchanged since 2003. In 2017, the Roesler Property west of town went through this process. Parts of the requirements involve items such as wetland delineation and a ghost plant to demonstrate how the entire parcel would be developed in the future. At present, James Brothers are purchasing approximately 12 acres of a 111 acre parcel and this property must be subdivided to allow the split of the property into two parcels. This can be a long process to undertake. The James Brothers have expressed a need to be in the facility this year. County staff, with the City's support, has suggested that the 12 acre parcel be leased by James Brothers so that they could build their facility and pursue subdivision of the property concurrently.

City staff has reached out to Gary and Kathy Worke, owners of the residential zoned property to the south, in attempt to ascertain their view of this proposal as that may be of assistance to the Council in developing a position. Any information received will be passed on to the City Council.

BUDGET IMPACT: None

POLICY QUESTION: Does the City Council wish to comment on the proposed rezoning and conditional use permit? If so, what comments should be made?

ALTERNATIVES CONSIDERED: Not applicable.

RECOMMENDATION: If the Council wishes to comment, a motion instructing staff on what comment to make should be made and approved.





Waseca County Planning and Zoning Office East Annex Building, 300 North State Street Waseca, Minnesota 56093

Phone: 507-835-0650 Fax: 507-837-5310

Mark Leiferman, Planning and Zoning Administrator TBA, Planning and Zoning Specialist Brian Zabel, Feedlot Officer and Ag Inspector Haley Byron, Water Resources Specialist Shelley Hyatt, Technical Clerk III

May 23, 2019

NOTICE OF PUBLIC HEARING
WASECA COUNTY PLANNING COMMISSION
Thursday June 6, 2019 at 7:00 p.m.
in the Commissioners' Room, East Annex Building
300 N State Street, Waseca

RE: Request for Rezoning and a Conditional Use Permit

by Susan L. Paniagua and James Brothers Construction, Inc. to rezone a portion of the SE1/4 of the NW1/4 and the SW1/4 of the NE1/4 of Section 6-T107N-R22W (PID 12.006.0200) from UE Urban Expansion to A-1 Agriculture Protection. Also, a request for a Conditional Use Permit (CUP) to allow a use "similar" to a Highway Maintenance Shop and Yard and a conditional use permit to develop a Recycling Center on up to ten acres of the site. The plan is to store recycled concrete and asphalt and other materials and occasionally grind up these materials. The Applicants are also requesting a CUP to allow for the "outdoor display" of certain materials.

Dear Property Owner and interested party:

The Waseca County Planning Commission will meet on <u>June 6, 2019 at 7:00 p.m.</u> to consider the above request. As a neighboring property owner, you have the right to comment on this request. Written comments should be sent prior to the meeting for inclusion in the public record, or you are welcome to attend the meeting to comment. (Addresses for these notices are obtained from the current Waseca County records. If you are selling your property, please forward this notice on to the new owners as a courtesy).

A complete copy of the requests, full legal description and supplementary information is available for your review at the Waseca County Planning and Zoning Office located in the East Annex during regular business hours, M-F 8:00 a.m.-4:30 p.m. (appointments will be helpful) and will be available on the county website www.co.waseca.mn.us at the agenda tab. Upon request, accommodations will be provided to allow individuals with disabilities to participate in all Waseca County services, programs and activities. Please feel free to call or email if you have any questions. Thank you.

Sincerely,

Mark T. Leiferman

Planning & Zoning Administrator





Title:	Residential controlled burn requ	uest - 715 N St Street,	Waseca, MN 56093	
Meeting Date:	Date of burn June 29 th 2019	Agenda Item Number: 70	7B	
Action:		Supporting Documents: House burn information, house burn requirements and photos.		
Originating		Presented By:	Fire Chief John	
Department:	Waseca Fire Department		Underwood	
Approved By City Manager: ⊠	Proposed Action: Motion to approve the Waseca Fire Department to conduct a controlled burn at the residence located at 715 N St Street in Waseca if all necessary permits, inspection and requirements are met by funeral home.			
How does this item pertain to Vision 2030 goals?	Create High Quality Communit residential neighborhood	ry Assets – enhances com	nmunity aesthetics in a	

BACKGROUND:

Waseca business owner Sam Steffel approached the Waseca Fire Department command staff and inquired about the possibility of having the Waseca Fire Department firefighters conduct a controlled burn at a residential structure that he owns in Waseca. This residence is located at 715 N St Street in Waseca.

This would be an opportunity to have new firefighters complete a requirement mandated in their 1001 Fire Class. This is a necessary item for them to obtain their Fire Fighter One certification. The last requirement for this certification is that all of Waseca's new Firefighters participate in an actual house burn.

Mr. Steffel is required to obtain all necessary permits and inspections and pay for the costs prior to this burn. He must provide proof of completion of all necessary documents to Waseca Fire Chief Underwood in a timely manner prior to the burn.

All residents in the area of the burn will be notified by mail by City staff.

BUDGET IMPACT:

The cost to the City would be the hourly rate (\$10.35) for the paid on call fire fighters who participate in the actual burn. This type of training is currently in the 2019 budget.

POLICY QUESTION: N/A

ALTERNATIVES CONSIDERED: Mr. Steffel could explore having the house demolished.

RECOMMENDATION: City staff recommends that the Waseca Fire Department be allowed to burn the house in a controlled setting if all necessary permits and inspections are obtained by the homeowner.



Request for City Council Action

Title:	CITY COUNCIL BOARD/COMMISSION APPOINTMENTS				
Meeting Date:	JUNE 6, 2019	Agenda Item Number:	7D		
Action:		Supporting Documents:	Board/Commission descriptions		
Originating Department:	ADMINISTRATION	Presented By:	City Manager		
Approved By City Manager: ⊠	Motion to appoint Council repre	esentatives to EDA and I	Human Rights Commission.		

BACKGROUND: The City Council annually reviews their appointments to various boards and commissions for the coming year. Unless otherwise noted, one councilmember serves on each board or commission.

A description of each board and their area of responsibility is attached. Councilmembers were appointed in January of 2019, but with the resignation of a former Councilmember a couple vacancies still remain.

The EDA has one vacancy and the Human Rights Commission has a vacancy. The EDA meets the second Wednesday at Noon while the Human Rights Commission meets on an as need basis.

In the past, the Council has had two representatives on the Discover Waseca Tourism Board. There is nothing that states we are required to have two, but if the Council wishes to appoint a second member they can do so.

Staff is asking for Council discussion and appointment of a representative to these two vacancies.

RECOMMENDATION: Staff recommends a motion to appoint City Council representatives to various boards and commissions for 2019 per Council Direction.

Members are appointed by the City Council at a regular meeting of the Council in January of each year. Members may serve up to four (4) terms consecutively. Most groups meet on a monthly basis.

Airport Board – Composed of five (5) members – four (4) general public and one (1) Councilmember, who assist in an advisory capacity regarding the operation, management and improvement of the Municipal Airport. *3 year term.* Meets 1st Tuesday of the month at 12:00 noon.

Charter Commission – Composed of not less than 7 nor more than 15 members. Shall be a qualified voter of the City. Appointed by the Chief Judge of the District Court. Primary function is to review and suggest amendments to the Waseca City Charter. Members may serve only two consecutive terms. The office term is determined by the Chief Judge but is *not for more than 4 years*. Meets monthly on as-needed basis.

Community Ed Advisory Board – A joint council of 12-18 members appointed by the School District and the City. Responsible for recommendations regarding the programming and operation of the Community Education Program. *3 year term.* Meets 3rd Monday of every other month at 7:00 p.m..

Economic Development Authority – Composed of seven (7) members – one (1) HRA member, one (1) Waseca Development Corporation or Chamber of Commerce member, three (3) at-large members, and two (2) Council members. The Authority will focus efforts on economic development in order to retain current businesses and help promote growth of new businesses. 6 year term. Meets the 2nd Wednesday of every month at 12:00 noon.

Heritage Preservation Commission – Composed of five (5) members – three (3) at-large members, one (1) nominated by Waseca Co. Historical Society, and one (1) nominated by City Planning Commission. A representative of the City Council also sits on this Commission. The Commission will engage in a comprehensive program of historic preservation, promote the historical resources of the City, and designation of heritage preservation sites. *3 year term.* Meets 1st Monday of every month at 5:00 p.m.

Housing & Redevelopment Authority – The Municipal Housing and Redevelopment Authority is composed of five (5) members. Address housing shortages for low and moderate income residents and redevelop blighted areas where private developers would not act without government assistance. 5 year term.

Human Rights Commission – Composed of five (5) members – four (4) general public and one (1) Councilmember, who advise the City Council regarding civil and human rights problems, issues and policies. The Commission will strive to improve human relations in the City, and develop and recommend programs of formal and informal education for all citizens. *3 year term.* Meets as needed on the 3rd Monday of the month at 5:30 p.m.

Park Board – Composed of five (5) members – four (4) general public and one (1) Councilmember. The Board will make recommendations to the City Manager and City Council pertaining to, but not limited to, park land acquisition, development, improvement and use. *3 year term.* Meets 1st Tuesday of every month at 11:30 a.m.

Planning Commission – Composed of seven (5) members – six (4) general public and one (1) City Council representative. This is an advisory commission to the Council concerning comprehensive planning, zoning, platting, changes in streets, and other matters of a general planning nature. *3 year term.* Meets 2nd Tuesday of every month at 7:00 p.m.





Title:	Council Fee Waiving Policy		
Meeting Date:	June 4, 2019	Agenda Item Number:	7 E
Action:	☐MOTION ☐REQUESTS/PRESENTATIONS ☐RESOLUTION ☐ORDINANCE ☐DISCUSSION	Supporting Documents:	None
Originating	Administration	Presented By:	Administration
Department:			
Approved By City Manager: ⊠	Proposed Action: Council to redirect staff towards the common		
How does this item pertain to Vision 2030 goals?	Good Governance		

BACKGROUND: The City Council has directed staff to look into some fee waiving policies. After such a policy was deemed to have too much liability, another option was to look into a tiered fee structure. At this time, staff requests more time to develop a policy with our City Attorney. Below is some information of an exampled tiered fee structure to help guide staff in the right direction.

Winona has done a tiered fee schedule that has different payment requirements for Park and Rec facilities and programs. The fee structure sets different fees for the following parties regarding facility rentals:

- A. Non-discounted users
- B. Non-profit/Clubs
- C. Non-profit/Clubs who are tax exempt

Furthermore, for programs, admissions, and memberships, the fee structure sets different fees as follows:

- A. Non-discounted user
- B. Discount Tier I user (pays 65% of fee price)
- C. Discount Tier II user (pays 55% of fee price)
- D. Discount Tier III User (pays 45% of fee price)

Unfortunately, Winona has not indicated how it determines who falls into which category. Our understanding is that when applications are made to become a discounted user, the Parks and Rec department makes those determinations.

Another discount Winona offers is Youth discounts for customers who qualify for free and reduced lunch programs. These discounts are broken up as follows:

- A. Hardship Qualification = Discount Tier III (user pays 25% of fee)
- B. Free lunch Qualification = Discount Tier II (user pays 35% of fee)
- C. Reduced Lunch Qualification = Discount Tier I (user pays 45% of fee)

BUDGET IMPACT: The amount would be determined based on the number of applicants or proposed applicants per year. At this time we can only make an estimation.

ALTERNATIVES CONSIDERED: Continue to seek alternative fee structures or keep the current fee structure as is for all.

RECOMMENDATION: Council discuss their desire of a fee structure or tiered fee structure and direct staff in order to move forward with this process.

House Research Dept. Run:lga20specsess 5/22/2019 07:58 PM

Current Law City LGA vs. 2020 LGA under Special Session Tax Bill

City Cluster Listing Page 9 of 19

Cityname	Certified 2019 LGA	Estimated 2020 LGA- current law	Est. 2020 LGA- spec.session bill	Spec. Sess 2020 LGA v. 2019 LGA	2020 Spec.sess. LGA v. 2020 current law
	(1)	(2)	(3)	(4=3-1)	5=3-2)
WASECA	2,792,843	2,804,763	2,979,943	187,100	175,180
WATERVILLE	493,667	495,500	522,430	28,763	26,930
WEST CONCORD	295,881	296,682	308,458	12,577	11,776
WINSTED	649,762	650,949	668,391	18,629	17,442
WYOMING	238,730	241,587	283,569	44,839	41,982
ZUMBROTA	603,809	606,768	650,261	46,452	43,493
Cluster total	46,267,368	46,364,420	49,183,912	2,916,544	2,819,492
Rural					
ADA	636,075	637,824	663,532	27,457	25,708
ADAMS	255,184	256,048	268,739	13,555	12,691
ADRIAN	419,251	420,394	437,185	17,934	16,791
ALDEN	189,528	190,318	201,926	12,398	11,608
AMBOY	148,667	149,178	156,681	8,014	7,503
ARGYLE	222,209	222,571	227,891	5,682	5,320
AUDUBON	125,075	125,524	132,116	7,041	6,592
AURORA	647,458	648,487	663,608	16,150	15,121
BABBITT	390,635	393,775	439,928	49,293	46,153
BAGLEY	458,710	460,185	481,862	23,152	21,677
BALATON	226,917	227,444	235,189	8,272	7,745
BARNUM	163,260	163,978	174,530	11,270	10,552
BATTLE LAKE	88,586	89,390	101,212	12,626	11,822
BELGRADE	221,379	222,136	233,267	11,888	11,131
BENSON	1,048,962	1,054,448	1,135,064	86,102	80,616
BIWABIK	237,761	238,051	242,319	4,558	4,268
BLACKDUCK	254,282	255,209	268,826	14,544	13,617
BLOOMING PRAIRI	716,481	717,807	737,300	20,819	19,493
BLUE EARTH	1,879,970	1,886,688	1,985,420	105,450	98,732
BOVEY	285,274	285,945	295,805	10,531	9,860
BRECKENRIDGE	1,562,033	1,568,842	1,668,910	106,877	100,068
BROOTEN	185,424	186,431	201,235	15,811	14,804
BROWERVILLE	253,496	254,423	268,042	14,546	13,619
BROWNS VALLEY	328,420	322,770	328,420	0	5,650
BUFFALO LAKE	232,148	232,565	238,699	6,551	6,134
BUHL	367,108	367,910	379,695	12,587	11,785
BUTTERFIELD	197,951	198,618	208,426	10,475	9,808
CALEDONIA	985,690	988,529	1,030,258	44,568	41,729
CANBY	717,016	718,023	732,820	15,804	14,797
CARLTON	262,660	263,470	275,376	12,716	11,906
CASS LAKE	375,428	375,621	378,459	3,031	2,838
CHISHOLM	3,173,307	3,181,870	3,307,707	134,400	125,837
CLARA CITY	411,389	412,748	432,715	21,326	19,967
CLARISSA	207,446	208,277	220,495	13,049	12,218
CLARKFIELD	360,747	361,156	367,160	6,413	6,004
CLEARBROOK	168,304	168,761	175,482	7,178	6,721
COLERAINE	411,388	412,831	434,041	22,653	21,210
CROOKSTON	3,707,243	3,716,515	3,852,782	145,539	136,267
CROSBY	837,135	838,438	857,582	20,447	19,144
DASSEL	383,638	385,220	408,467	24,829	23,247