

Section 5. Provisions that Apply to All Interconnection Applications

5.1 Interconnection Agreement

5.1.1 The Area EPS Operator shall provide the Interconnection Customer an executable Interconnection Agreement as described in section 1.1.5 within five (5) Business Days after the completion of all

required review or study of the Interconnection Application unless sections 3.2.2.2, 3.4.5.1, 3.4.5.2 or 4.2.2 applies.

- 5.1.2 After receiving an Interconnection Agreement from the Area EPS Operator, the Interconnection Customer shall have thirty (30) Business Days to sign and return the interconnection agreement. If the Interconnection Customer does not sign the interconnection agreement, request an extension pursuant to these procedures, or ask the Area EPS Operator to file an unexecuted Interconnection Agreement with the Commission within thirty (30) Business Days, the Interconnection Application shall be deemed withdrawn. The Area EPS Operator shall provide the Interconnection Customer a fully executed Interconnection Agreement within five (5) Business Days after receiving a signed interconnection agreement from the Interconnection Customer. After the Interconnection Agreement is signed by the Parties, the interconnection of the DER shall proceed under the provisions of the Interconnection Agreement, except to the extent these procedures remain applicable, including, but not limited to, sections 5.5, 5.6, and 5.7.

5.2 Time Frames and Extensions

- 5.2.1 Response or Action Timeframes: Unless otherwise stated, all time frames are measured in Business Days. For purposes of measuring these time intervals and consistent with [Minn. Stat. §645.15](#), the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period or duration of time. Any communication sent or received after 4:30 p.m. (local time in Saint Paul, Minnesota) or on a Saturday, Sunday, or Holiday shall be considered to have been sent on the next Business Day.
- 5.2.2 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.
- 5.2.3 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 circumstances.

5.3 Disputes

- 5.3.1 The Parties agree to attempt to resolve all disputes arising out of the interconnection process and associated study and Interconnection Agreements according to the provisions of this article and [Minnesota Administrative Rules 7829.1500-7829.1900](#). More information on the Commission's Consumer Affairs Office dispute resolution services is available on the Commission's website: <https://mn.gov/puc/consumers/help/complaint/>.
- 5.3.2 Prior to a written Notice of Dispute, the Party shall contact the other Party and raise the issue and the relief sought in an attempt to resolve the issue immediately.
- 5.3.3 In the event of a dispute, the disputing Party shall provide the other Party a written Notice of Dispute containing the relevant known facts pertaining to the dispute, the specific dispute and the relief sought, and express notice by the disputing Party that it is invoking the procedures under this article. The Interconnection Customer may utilize the Commission's Consumer Affairs

Office's complaint/inquiry form and Informal Complaint dispute resolution process to assist with the written Notice of Dispute. The notice shall be sent to the non-disputing Party's email address and physical address set forth in the Interconnection Agreement or Interconnection Application, if there is no Interconnection Agreement. If the Interconnection Customer chooses not to utilize the Commission's Consumer Affairs Office dispute resolution process, the Interconnection Customer shall provide an informational electronic copy of the Notice of Dispute to the Consumer Affairs Office at the Commission at consumer.puc@state.mn.us.

- 5.3.4 The non-disputing Party shall acknowledge the notice within three (3) Business Days of its receipt and identify a representative with the authority to make decisions for the non-disputing Party with respect to the dispute.
- 5.3.5 The non-disputing Party shall provide the disputing Party with relevant regulatory and/or technical details and analysis regarding the Area EPS Operator interconnection requirements under dispute within ten (10) Business Days of the date of the Notice of Dispute. Within twenty (20) Business Days of the date of the Notice of Dispute, the Parties' authorized representatives will be required to meet and confer to try to resolve the dispute. Parties shall operate in good faith and use best efforts to resolve the dispute.
- 5.3.6 If a resolution is not reached in the thirty (30) Business Days from the date of the notice described in section 5.3.3, the Parties may 1) if mutually agreed, continue negotiations for up to an additional twenty (20) Business Days; or 2) either Party may request the Commission's Consumer Affairs Office provide mediation in an attempt to resolve the dispute within twenty (20) Business Days with the opportunity to extend this timeline upon mutual agreement. Alternatively, both Parties by mutual agreement may request mediation from an outside third-party mediator with costs to be shared equally between the Parties.
- 5.3.7 If the results of the mediation are not accepted by one or more Parties and there is still disagreement, the dispute shall proceed to the Commission's Formal Complaint process as described in [Minn. Rules 7829.1700-1900](#) unless mutually agreed to continue with informal dispute resolution.
- 5.3.8 At any time, either Party may file a complaint before the Commission pursuant to [Minn. Stat. §216B.164](#), if applicable, and Commission rules outlined in [Minn. Rules Ch. 7829](#).

5.4 Interconnection Metering

Any metering requirements necessitated by the use of the DER shall be installed at the Interconnection Customer's expense. The Interconnection Customer is responsible for replacement meter 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 and approved in tariff regardless of the choice of meter payment. The Area EPS Operator shall offer the Interconnection Customer the following payment options.

- 5.4.1 Pay upfront the cost of metering requirements for the DER. Any maintenance or replacement costs may be billed separately to the Interconnection Customer after these costs are incurred.
- 5.4.2 Pay a tariffed monthly charge for the actual, DER-related meter and metering-related costs. If no tariffed monthly charge is an exact match, then the closest applicable tariffed monthly charge shall apply; unless metering requirements are so different that individual case basis pricing should apply.

5.5 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.

5.6 Design, Procurement, Installation and Construction of Interconnection Facilities and Upgrades

- 5.6.1 The Interconnection Customer shall pay for the actual cost of the Interconnection Facilities and Distribution Upgrades as described and itemized pursuant to the Interconnection Agreement and its attachments. 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 agreement(s). As indicated in the Interconnection Agreement, the Area EPS Operator shall provide a good faith cost estimate, including overheads, for the purchase and construction of the Interconnection Facilities, Distribution Upgrades, and Network Upgrades, and provide a detailed itemization of such costs.
- 5.6.2 The Interconnection Customer and the Area EPS Operator shall agree on milestones for which each Party is responsible and list them in an attachment to the Interconnection Agreement. To the greatest extent possible, the Parties will identify all design, procurement, installation and construction requirements associated with a project, and clear associated timelines, at the beginning of the design, procurement, installation and construction phase, or as early within the process as possible.
- 5.6.3 A Party's obligations 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 and 1) propose the earliest reasonable alternate date by which it can attain this and future milestones, and 2) 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 1) it will suffer significant uncompensated economic or operational harm from the delay, 2) attainment of the same milestone has previously been delayed, or 3) it has reason to believe that the delay in meeting the milestone is intentional or unwarranted notwithstanding the circumstances 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 pursuant to 5.3.
- 5.6.4 At the option of the Area EPS Operator, either the "Traditional Security" or the "Modified Security" method shall be used.
- 5.6.4.1 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 and procedures for the unpaid balance of the estimated amount shown in 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:

- 5.6.4.1.1 1/3 of estimated costs shall be due no later than when the Interconnection Customer signs the Interconnection Agreement.
- 5.6.4.1.2 An additional 1/3 of estimated costs shall be due prior to initial energization of the Generation System with the Area EPS Operator.
- 5.6.4.1.3 Remainder of actual costs, incurred by Area EPS Operator, shall be due within 30 days from the date the bill is mailed by the Area EPS Operator after project completion.
- 5.6.4.2 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 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 the Interconnection Agreement during its term.
- 5.6.4.3 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.
- 5.6.4.4 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 5.6.6.
- 5.6.5 The Area EPS Operator shall bill the Interconnection Customer for the design, engineering, construction, and procurement costs of Interconnection Facilities and Upgrades described in the Interconnection Agreement on a monthly basis, or as otherwise agreed by the Parties in the interconnection agreement. The Interconnection Customer shall pay each bill within twenty-one (21) Business Days of receipt, or as otherwise agreed to by the Parties in the interconnection agreement.
- 5.6.6 Within eighty (80) Business Days (approximately four (4) calendar months) of completing the construction and installation of the Area EPS Operator's Interconnection Facilities and/or Upgrades described in the interconnection agreement and its attachments, the Area EPS Operator shall provide the Interconnection Customer with a final accounting report of any difference between 1) the Interconnection Customer's cost responsibility for the actual cost of such facilities or Upgrades, and 2) the Interconnection Customer's previous aggregate payments to the Area EPS Operator for such facilities or Upgrades. If the Interconnection Customer's cost responsibility exceeds its previous aggregate payments, the Area EPS Operator shall invoice the Interconnection Customer for the amount due and the Interconnection Customer shall make payment to the Area EPS Operator within twenty (20) Business Days. If the Interconnection

Customer's previous aggregate payments exceed its cost responsibility under the Interconnection Agreement, the Area EPS Operator shall refund to the Interconnection Customer an amount equal to the difference within twenty (20) Business Days of the final accounting report.

5.7 Inspection, Testing, Commissioning and Authorization

- 5.7.1 The Interconnection Customer shall arrange for the inspection and testing of the DER 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 pursuant to Minnesota Technical Requirements.
- 5.7.2 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. Testing and inspection shall occur on a Business Day. The Area EPS Operator may, at its own expense if not required in Minnesota Interconnection Technical Requirements, send qualified personnel to the DER site to inspect the interconnection and witness the testing. The Interconnection Customer shall provide the Area EPS Operator a written results report.
- 5.7.3 The Area EPS Operator shall provide the Interconnection Customer written acknowledgment that it has received the Interconnection Customer's written test report. 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.

5.8 Authorization Required Prior to Parallel Operation

- 5.8.1 Area EPS Operator shall use Reasonable Efforts to list applicable parallel operation requirements by attaching the Minnesota Interconnection Technical Requirements to the Interconnection Agreement. Additionally, the Area EPS Operator shall notify the Interconnection Customer of any changes to these requirements as soon as they are known. The Area EPS Operator shall make Reasonable Efforts to cooperate with the Interconnection Customer in meeting requirements necessary for the Interconnection Customer to commence parallel operations by the in-service date.
- 5.8.2 The Interconnection Customer shall not operate its DER in parallel with the Area EPS Operator's Distribution System without prior written permission to operate 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 operation requirements and all payments for issued bills under the Interconnection Agreement, System Impact Study Agreement, Facilities Study Agreement or Section 5.6.5 above that are past due have been paid in full. Such authorization shall not be unreasonably withheld, conditioned, or delayed.

5.9 Confidentiality

- 5.9.1 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 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, privileged or otherwise not public or nonpublic data under the 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>

5.9.2 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 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 the 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.

5.9.2.1 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.

5.9.2.2 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.

5.9.2.3 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.

5.9.2.4 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.

5.10 Insurance

- 5.10.1 At a minimum, the Interconnection Customer shall maintain, during the term of the Interconnection Agreement, general liability insurance, from a qualified insurance agency with a B+ or better rating by “Best” and with a combined single limit of not less than the limits described in the chart below.

Distributed Energy Resource System Size	Liability Insurance Requirement
≤ 40 kWac	\$300,000
> 40 kWac and ≤ 250 kWac	\$1,000,000
> 250 kWac and ≤ 5 MWac	\$2,000,000
> 5 MWac and ≤ 10 MWac	\$3,000,000

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.

- 5.10.2 The general liability insurance required shall, by endorsement to the policy or policies, (a) include the Area EPS Operator as an additional insured; (b) contain a severability of interest clause or cross-liability clause; (c) provide that the Area EPS Operator shall not by reason of its inclusion as an additional insured incur liability to the insurance carrier for the payment of premium for such insurance; and (d) provide for twenty (20) business days’ written notice to the Area EPS Operator prior to cancellation, termination, alteration or material change of such insurance.
- 5.10.3 If the DER is connected to an account receiving residential service from the Area EPS Operator and its system size is less than 40kW, then the endorsements required in Section 5.10.2 shall not apply.
- 5.10.4 The Interconnection Customer shall furnish the required insurance certificates and endorsements to the Area EPS Operator prior to the initial operation of the DER. Thereafter, the Area EPS Operator shall have the right to periodically inspect or obtain a copy of the original policy or policies of insurance.
- 5.10.5 Evidence of the insurance required in Section 5.10.1 shall state that coverage provided is primary and is not excess to or contributing with any insurance or self-insurance maintained by the Area EPS Operator.
- 5.10.6 If the Interconnection Customer is self-insured with an established record of self-insurance, the Interconnection Customer may comply with the following in lieu of Sections 5.10.1- 5.10.5.
- 5.10.6.1 Interconnection Customer shall provide 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 under Section 5.10.1.
- 5.10.6.2 If the Interconnection Customer ceases to self-insure to the level required hereunder, or if the Interconnection Customer is unable to provide continuing evidence of the ability to self-insure, the Interconnection Customer agrees to immediately obtain the coverage required under Section 5.10.1.

5.10.6.3 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.

5.10.7 An Interconnection Customer's insurance requirements shall be limited to no more than an aggregate cap of \$35 million if the Interconnection Customer has multiple DER systems in the Area EPS Operator's service territory.

5.11 Comparability

The Area EPS Operator shall receive, process and analyze all Interconnection Applications in a timely manner as set forth in this document. The Area EPS Operator shall use the same Reasonable Efforts in processing and analyzing Interconnection Applications from all Interconnection Customers, whether the DER is owned or operated by the Area EPS Operator, its subsidiaries or affiliates, or others.

5.12 Record Retention

The Area EPS Operator shall maintain for three years records, subject to audit, of all Interconnection Applications received under these procedures, the times required to complete Interconnection Application approvals and disapprovals, and justification for the actions taken on the Interconnection Applications.

5.13 Coordination with Affected Systems

The Area EPS Operator shall coordinate the conduct of any studies required to determine the impact of the Interconnection Application on Affected Systems with Affected System operators and, if possible, include those results (if available) in its applicable interconnection study within the time frame specified in these procedures. The Area EPS Operator will make Reasonable Effort to include the Affected System operator(s) in all relevant meetings held with the Interconnection Customer as required by these procedures. The Interconnection Customer will cooperate with the Area EPS Operator and the Affected System operator(s) in all matters related to the conduct of studies and the determination of modifications to Affected Systems. Affected System operators shall cooperate with the Area EPS Operator and Interconnection Customer(s) with whom interconnection has been requested in all matters related to the conduct of studies and the determination of modifications to Affected Systems.

5.14 Capacity of the Distributed Energy Resource

5.14.1 If the Interconnection Application is for an increase in capacity for an existing DER, the Interconnection Application shall be evaluated on the basis of the new total alternating current ("AC") capacity of the Distributed Energy Resource. The maximum capacity of a Distributed Energy Resource shall be the Aggregate Nameplate Rating or may be limited as described in 5.14.3.

5.14.2 An Interconnection Application for a DER that includes a single or multiple energy production devices at a site for which the Interconnection Customer seeks a single Point of Common Coupling shall be evaluated on the basis of the Aggregate Nameplate Rating of the multiple DERs unless 5.14.3 applies.

5.14.3 If the maximum capacity of the DER(s) is limited (e.g., through use of a control system, power relay(s), or other similar device settings or adjustments), then the Interconnection Customer must

obtain the Area EPS Operator's agreement that the manner in which the Interconnection Customer proposes to implement such a limit will effectively limit active power output so as to not adversely affect the safety and reliability of the Area EPS Operator's system. Such agreement shall not to be unreasonably withheld. If the Area EPS Operator does not so agree, then the Interconnection Application must be withdrawn or revised. Nothing in this section shall prevent an Area EPS Operator from considering an output higher than the limited output (e.g. Aggregate Nameplate Rating), if the limitations do not provide adequate assurance, when evaluating system impacts. See Minnesota Technical Requirements for more detail.