



ROCHESTER PUBLIC UTILITIES

INTERCONNECTION PROCESS

Distribution Connected
Distributed Generation Systems
(40kW – 10MW)

(Version 1.2)

Revision History

Date	Revision Description	Version #	Revised by
8/2/2011	Original version of the document	1.0	RLA
6/8/12	Modified Cover page, Revision History page, Introduction page, and Sections H&J of General Information, Sec H of XII of Appendix E	1.1	RLA
6/11/12	Additions/modifications made to Appendix B	1.2	RLA/SC

**Rochester Public Utilities
Interconnection Process**
For Distributed Generation Systems

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INTRODUCTION

This document has been prepared to explain the process established in the State of Minnesota, to interconnect a Generation System with the Rochester Public Utility (RPU) distribution system. This document covers the interconnection process for all types of Generation Systems which are rated 10MW's or less of total generation Nameplate Capacity; are planned for interconnection with RPU's distribution system; are not intended for wholesale transactions and aren't anticipated to affect the transmission system. This document does not discuss the interconnection Technical Requirements, which are covered in the "Rochester Public Utilities Interconnection Requirements" document. This other interconnection requirements document also provides definitions and explanations of the terms utilized within this document. To interconnect a Generation System with the RPU distribution system, there are several steps that must be followed. This document outlines those steps and the Parties' responsibilities. At any point in the process, if there are questions, please contact the Generation Interconnection Coordinator at RPU. Since this document has been developed to provide an interconnection process which covers a very diverse range of Generation Systems, the process appears to be very involved and cumbersome. For many Generation Systems the process is streamlined and provides an easy path for interconnection.

The promulgation of interconnection standards for Generation Systems by the Minnesota Public Utilities Commission (MPUC) must be done in the context of a reasonable interpretation of the boundary between state and federal jurisdiction. The Federal Energy Regulatory Commission (FERC) has asserted authority in the area; at least as far as interconnection at the transmission level is concerned. This, however, leaves open the question of jurisdiction over interconnection at the distribution level. The Midwest Independent System Operator's (MISO) FERC Electric Tariff, (first revised volume 1, August 23,2001) Attachment R (Generator Interconnection Procedures and Agreement) states in section 2.1 that "Any existing or new generator connecting at transmission voltages, sub-transmission voltages, or distribution voltages, planning to engage in the sale for resale of wholesale energy, capacity, or ancillary services requiring transmission service under the Midwest ISO OATT must apply to the Midwest ISO for interconnection service". Further in section 2.4 it states that "A Generator not intending to engage in the sale of wholesale energy, capacity, or ancillary services under the Midwest ISO OATT, that proposes to interconnect a new generating facility to the distribution system of a Transmission Owner or local distribution utility interconnected with the Transmission System shall apply to the Transmission Owner or local distribution utility for interconnection". It goes on further to state "Where facilities under the control of the Midwest ISO are affected by such interconnection, such interconnections may be subject to the planning and operating protocols of the Midwest ISO...."

Through discussions with MISO personnel and as a practical matter, if the Generation System Nameplate Capacity is not greater in size than the minimum expected load on the distribution substation, that is feeding the proposed Generation System, and Generation System's energy is not being sold on the wholesale market, then that installation may be considered as not "affecting" the transmission system and the interconnection may be considered as governed by this process. If the Generation System will be selling energy on the wholesale market or the Generation System's total Nameplate Capacity is greater than the expected distribution substation minimum load, then the Applicant shall contact MISO (Midwest Independent System Operator) and follow their procedures.

GENERAL INFORMATION

A) Definitions

- 1) "Applicant" is defined as the person or entity who is requesting the interconnection of the Generation System with RPU and is responsible for ensuring that the Generation System is designed, operated and maintained in compliance with the Technical Requirements.
- 2) "Dedicated Facilities" is the equipment that is installed due to the interconnection of the Generation System and not required to serve other RPU customers.
- 3) "Distribution System" is RPU's facilities which are not part of RPU's Transmission System or any Generation System.
- 4) "Extended Parallel" means the Generation System is designed to remain connected with RPU's distribution system for an extended period of time.
- 5) "Generation" is defined as 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.
- 6) "Generation Interconnection Coordinator" is the person or persons designated by RPU to provide a single point of coordination with the Applicant for the generation interconnection process.
- 7) "Generation System" is the interconnected generator(s), controls, relays, switches, breakers, transformers, inverters and associated wiring and cables, up to the Point of Common Coupling.
- 8) "Interconnection Customer" is the party or parties who will own/operate the Generation System and are responsible for meeting the requirements of the agreements and Technical Requirements. This could be the Generation System applicant, installer, owner, designer, or operator.
- 9) "Local EPS" is an electric power system (EPS) contained entirely within a single premises or group of premises
- 10) "Nameplate Capacity" is the total nameplate capacity rating of all the Generation included in the Generation System. For this definition the "standby" and/or maximum rated kW capacity on the nameplate shall be used.
- 11) "Open Transfer" is a method of transferring the local loads from the RPU distribution system to the generator such that the generator and the RPU distribution system are never connected together.
- 12) "Point of Common Coupling" is the point where the Local EPS is connected to the RPU distribution system
- 13) "Quick Closed" is a method of generation transfer which does not parallel or parallels for less than 100msec with the RPU's distribution system and has utility grade timers which limit the parallel duration to less than 100 msec with the RPU distribution system.
- 14) "RPU" is Rochester Public Utilities
- 15) "Technical Requirements" "is the Rochester Public Utilities Distributed Generation Interconnection Requirements".
- 16) "Transmission System" means those facilities as defined by using the guidelines established by the Minnesota State 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.

B) Dispute Resolution

The following is the dispute resolution process to be followed for problems that occur with the implementation of this process.

- 1) Each Party agrees to attempt to resolve all disputes arising hereunder promptly, equitably and in a good faith manner.
- 2) In the event a dispute arises under this process, and if it cannot be resolved by the Parties within thirty (30) days after written notice of the dispute to the other Party, the Parties shall submit the dispute to mediation by a mutually acceptable mediator, in a mutually convenient location in the State of Minnesota. The Parties agree to participate in good faith in the mediation for a period of 90 days. If the parties are not successful in resolving their disputes through mediation, then the Parties may refer the dispute for resolution to the Minnesota Public Utilities Commission, which shall maintain continuing jurisdiction over this process

C) RPU Generation Interconnection Coordinator.

RPU shall designate a Generation Interconnection Coordinator(s) and this person or persons shall provide a single point of contact for an Applicant's questions on this Generation Interconnection process. This Generation Interconnection Coordinator will typically not be able to directly answer or resolve all of the issues involved in the review and implementation of the interconnection process and standards, but shall be available to provide coordination assistance with the Applicant.

D) Engineering Studies

During the process of design of a Generation System interconnection between a Generation System and RPU's distribution system, there are several studies which many need to be undertaken. On the Local EPS (Customers side of the interconnection) the addition of a Generation System may increase the fault current levels, even if the generation is never interconnected with the RPU distribution system. The Interconnection Customer may need to conduct a fault current analysis of the Local EPS in conjunction with adding the Generation System. The addition of the Generation System may also affect the RPU distribution system and special engineering studies may need to be undertaken looking at the RPU distribution system with the Generation System included. Appendix D, lists some of the issues that may need to receive further analysis for the Generation System interconnection.

While, it is not a straightforward process to identify which engineering studies are required, we can at least develop screening criteria to identify which Generation Systems may require further analysis. The following is the basic screening criteria to be used for this interconnection process.

- 1) Generation System total Nameplate Capacity does not exceed 5% of the radial circuit expected peak load. The peak load is the total expected load on the radial circuit when the other generators on that same radial circuit are not in operation.
- 2) The aggregate generation's total Nameplate Capacity, including all existing and proposed generation, does not exceed 25% of the radial circuit peak load and that total is also less than the radial circuit minimum load.

- 3) Generation System does not exceed 15% of the Annual Peak Load for the Line Section, which it will interconnect with. A Line Section is defined as that section of the distribution system between two sectionalizing devices in RPU's distribution system.
- 4) Generation System does not contribute more than 10% to the distribution circuit's maximum fault current at the point at the nearest interconnection with RPU's primary distribution voltage.
- 5) The proposed Generation System total Nameplate Capacity, in aggregate with other generation on the distribution circuit, will not cause any distribution protective devices and equipment to exceed 85 percent of the short circuit interrupting capability.
- 6) If the proposed Generation System is to be interconnected on a single-phase shared secondary, the aggregate generation Nameplate Capacity on the shared secondary, including the proposed generation, does not exceed 20kW.
- 7) Generation System will not be interconnected with a "networked" system

E) Scoping Meeting

During Step 2 of this process, the Applicant or RPU has the option to request a scoping meeting. The purpose of the scoping meeting shall be to discuss the Applicant's interconnection request and review the application filed. This scoping meeting is to be held so that each Party can gain a better understanding of the issues involved with the requested interconnection. RPU and Applicant shall bring to the meeting personnel, including system engineers, and other resources as may be reasonably required, to accomplish the purpose of the meeting. The Applicant shall not expect RPU to complete the preliminary review of the proposed Generation System at the scoping meeting. If a scoping meeting is requested, RPU shall schedule the scoping meeting within the 15 business day review period allowed for in Step 2. RPU shall then have an additional 5 days, after the completion of the scoping meeting, to complete the formal response required in Step 2. The Application fee shall cover RPU's costs for this scoping meeting. There shall be no additional charges imposed by RPU for this initial scoping meeting.

F) Insurance

- 1) At a minimum, in connection with the Interconnection Customer's performance of its duties and obligations under this Agreement, the Interconnection Customer shall maintain, during the term of the 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:
 - a) Two million dollars (\$2,000,000) for each occurrence if the Gross Nameplate Rating of the Generation System is greater than 250kW.
 - b) One million dollars (\$1,000,000) for each occurrence if the Gross Nameplate Rating of the Generation System is between 40kW and 250kW.
 - c) Three hundred thousand (\$300,000) for each occurrence if the Gross Nameplate Rating of the Generation System is less than 40kW.
 - d) 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 operating of the Generation System under this agreement.
- 2) The general liability insurance required shall, by endorsement to the policy or policies, (a) include RPU as an additional insured; (b) contain a sever ability of interest clause or cross-liability clause; (c) provide that RPU 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 thirty (30) calendar days' written notice to RPU prior to cancellation, termination, alteration, or material change of such insurance.
- 3) If the Generation System is connected to an account receiving residential service from RPU and its total generating capacity is smaller than 40kW, then the endorsements required in Section F.2 shall not apply.

- 4) The Interconnection Customer shall furnish the required insurance certificates and endorsements to RPU prior to the initial operation of the Generation System. Thereafter, RPU shall have the right to periodically inspect or obtain a copy of the original policy or policies of insurance.
- 5) Evidence of the insurance required in Section F.1. shall state that coverage provided is primary and is not excess to or contributing with any insurance or self-insurance maintained by RPU.
- 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 Section F.1 – 5:
 - 7) Interconnection Customer shall provide to RPU, at least thirty (30) 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 F.1
 - 8) If Interconnection Customer ceases to self-insure to the level required hereunder, or if the Interconnection Customer is unable to provide continuing evidence of its ability to self-insure, the Interconnection Customer agrees to immediately obtain the coverage required under section F.1.
 - 9) Failure of the Interconnection Customer or RPU 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.

G) Pre-Certification

The most important part of the process to interconnect generation with Local EPS and RPU 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 we see this as “UL” listed. Since Generation Systems have tended to be uniquely designed for each installation they have been designed and approved by Professional Engineers. This process has been set up to be able to deal with these uniquely designed systems. As the number of Generation Systems installed increase, vendors are working towards creating equipment packages which can be tested in the factory and then will only require limited field testing. This will allow us to move towards “plug and play” installations. For this reason, this interconnection process recognizes the efficiency of “pre-certification” of Generation System equipment packages that will help streamline the design and installation process.

An equipment package shall be considered certified for interconnected operation if it has been submitted by a manufacturer, tested and listed by a nationally recognized testing and certification laboratory (NRTL) for continuous utility interactive operation in compliance with the applicable codes and standards. Presently generation paralleling equipment that is listed by a nationally recognized testing laboratory as having met the applicable type-testing requirements of UL 1741 and IEEE 929 shall be acceptable for interconnection without additional protection system requirements. An “equipment

package” shall include all interface components including switchgear, inverters, or other interface devices and may include an integrated generator or electric source. If the equipment package has been tested and listed as an integrated package which includes a generator or other electric source, it shall not required further design review, testing or additional equipment to meet the certification requirements for interconnection. If the equipment package includes only the interface components (switchgear, inverters, or other interface devices), then the Interconnection Customer shall show that the generator or other electric source being utilized with the equipment package is compatible with the equipment package and consistent with the testing and listing specified for the package. Provided the generator or electric source combined with the equipment package is consistent with the testing ad listing performed by the nationally recognized testing and certification laboratory, no further design review, testing or additional equipment shall be required to meet the certification requirements of this interconnection procedure. A certified equipment package does not include equipment provided by RPU.

The use of Pre-Certified equipment does not automatically qualify the Interconnection Customer to be interconnected to the RPU distribution system. An application will still need to be submitted and an interconnection review may still need to be performed, to determine the compatibility of the Generation System with the RPU distribution system.

H) Confidential Information

Except as otherwise agreed, 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) unless required to do so by any law or court order. 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.

I) Non-Warranty.

Neither by inspection, if any, or non-rejection, nor in any other way, does RPU 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 Applicant or leased by the Applicant from third parties, including without limitation the Generation System and any structures, equipment, wires, appliances or devices pertinent thereto.

J) Required Documents

The chart below lists the documents required for each type and size of Generation System proposed for interconnection.

Find your type of Generation System interconnection, across the top, then follow the chart straight down, to determine what documents are required as part of the interconnection process.

GENERATION INTERCONNECTION DOCUMENT SUMMARY					
Open Transfer	Quick Closed Transfer	Soft Loading Transfer	Extended Parallel Operation		
			QF facility <40kW	Without Sales	With Sales
Interconnection Process (This document)					
State of Minnesota Distributed Generation Interconnection Requirements					
Generation Interconnection Application (Appendix B)					
		Engineering Data Submittal (Appendix C)			
			Interconnection Agreement (Appendix E)		
				MISO / FERC	
					PPA

Interconnection Process = “Rochester Public Utilities Interconnection Process” (This document)

Rochester Public Utilities Interconnection Requirements = Rochester Public Utilities document relating to interconnection requirements.

Generation Interconnection Application = The application form in Appendix B of this document.

Engineering Data Submittal = The Engineering Data Form/Agreement, which is attached as Appendix C of this document.

Interconnection Agreement = “Rochester Public Utility Interconnection Agreement for the Interconnection of Extended Parallel Distributed Generation Systems with Electric Utilities”, which is attached as Appendix E to this document.

MISO. = Midwest Independent System Operator, www.midwestiso.org

FERC = Federal Energy Regulatory Commission, www.ferc.gov

PPA = Power Purchase Agreement.

Process for Interconnection

Step 1 Application (By Applicant)

Once a decision has been made by the Applicant, that they would like to interconnect a Generation System with the RPU distribution system, the Applicant shall supply RPU with the following information:

- 1) Completed Generation Interconnection Application (Appendix C), including;
 - a) One-line diagram showing;
 - i. Protective relaying.
 - ii. Point of Common Coupling.
 - b) Site plan of the proposed installation.
 - c) Proposed schedule of the installation.
- 2) Payment of the application fee, according to the following sliding scale.

Generation Interconnection Application Fees

Interconnection Type	< 20kW	>20kW & <250kW	>250kW & <500kW	> 500 kW & <1000kW	>1000 kW
Open Transfer	\$0	\$0	\$0	\$100	\$100
Quick Closed	\$0	\$100	\$100	\$250	\$500
Soft Loading	\$100	\$250	\$500	\$500	\$1000
Extended Parallel (Pre Certified System)	\$0	\$250	\$1000	\$1000	\$1500
Other Extended Parallel Systems	\$100	\$500	\$1500	\$1500	\$1500

This application fee is to contribute to RPU’s labor costs for administration, review of the design concept and preliminary engineering screening for the proposed Generation System interconnection.

For the Application Fees chart, above;
 The size (kW) of the Generation System is the total maximum Nameplate Capacity of the Generation System.

Step 2 Preliminary Review (By RPU)

Within 15 business days of receipt of all the information listed in Step 1, RPU’s Generation Interconnection Coordinator shall respond to the Applicant with the information listed below. (If the information required in Step 1 is not complete, the Applicant will be notified, within 10 business days of what is missing and no further review will be completed until the missing information is submitted. The 15-day clock will restart with the new submittal)

As part of Step 2 the proposed Generation System will be screened to see if additional Engineering Studies are required. The base screening criteria is listed in the general information section of this document.

- 1) A single point of contact with RPU for this project. (Generation Interconnection Coordinator)
- 2) Approval or rejection of the generation interconnection request.
 - a) Rejection – RPU shall supply the technical reasons, with supporting information, for rejection of the interconnection Application.
 - b) Approval - An approved Application is valid for 6 months from the date of the approval. RPU’s Generation Interconnection Coordinator may extend this time if requested by the Applicant
- 3) If additional specialized engineering studies are required for the proposed interconnection, the following information will be provided to the Applicant. Typical Engineering Studies are outlined in Appendix D. The costs to the Applicant, for these studies shall not exceed the values shown in the following table for pre-certified equipment.

Generation System Size	Engineering Study Maximum Costs
<20kW	\$0
20kW – 100kW	\$500
100kW – 250kW	\$1000
>250kW or not pre-certified equipment	Actual costs

- a) General scope of the engineering studies required.
 - b) Estimated cost of the engineering studies.
 - c) Estimated duration of the engineering studies.
 - d) Additional information required to allow the completion of the engineering studies.
 - e) Study authorization agreement.
- 4) Comments on the schedule provided.
 - 5) If the rules of MISO (Midwest Independent System Operator) require that this interconnection request be processed through the MISO process, the Generation Interconnection Coordinator will notify the Applicant that the generation system is not eligible for review through the State of Minnesota process.

Step 3 Go-No Go Decision for Engineering Studies (By Applicant)

In this step, the Applicant will decide whether or not to proceed with the required engineering studies for the proposed generation interconnection. If no specialized engineering studies are required by RPU, then RPU and the Applicant will automatically skip this step.

If the Applicant decides NOT to proceed with the engineering studies, the Applicant shall notify RPU’s Generation Interconnection Coordinator, so other generation interconnection requests in

the queue are not adversely impacted. Should the Applicant decide to proceed, the Applicant shall provide the following to RPU's Generation Interconnection Coordinator:

- 1) Payment required by RPU for the specialized engineering studies.
- 2) Additional information requested by RPU to allow completion of the engineering studies.

Step 4 Engineering Studies (By RPU)

In this step, RPU will be completing the specialized engineering studies for the proposed generation interconnection, as outlined in Step 2. These studies should be completed in the time frame provided in step 2, by RPU. RPU shall make all reasonable efforts to complete the Engineering Studies within the time frames shown below. If additional time is required to complete the engineering studies the Generation Interconnection Coordinator shall notify the Applicant and provide the reasons for the time extension. Upon receipt of written notice to proceed, payment of applicable fee, and receipt of all engineering study information requested by RPU in step 2, RPU shall initiate the engineering studies.

Generation System Size	Engineering Study Completion
<20kW	20 working days
20kW – 250kW	30 working days
250kW – 1MW	40 working days
> 1MW	90 working days

Once it is known by RPU that the actual costs for the engineering studies will exceed the estimated amount by more than 25%, then the Applicant shall be notified. RPU shall then provide the reason(s) for the studies needing to exceed the original estimated amount and provide an updated estimate of the total cost for the engineering studies. The Applicant shall be given the option of either withdrawing the application, or paying the additional estimated amount to continue with the engineering studies.

Step 5 Study Results and Construction Estimates (By RPU)

Upon completion of the specialized engineering studies, or if none was necessary, the following information will be provided to the Applicant.

- 1) Results of the engineering studies, if needed.
- 2) Monitoring & control requirements for the proposed generation.
- 3) Special protection requirements for the Generation System interconnection.
- 4) Comments on the schedule proposed by the Applicant.
- 5) Distributed Generation distribution constrained credits available
- 6) Interconnection Agreement (if applicable).
- 7) Cost estimate and payment schedule for required RPU work, including, but not limited to;

- a) Labor costs related to the final design review.
- b) Labor & expense costs for attending meetings
- c) Required Dedicated Facilities and other RPU distribution system modification(s).
- d) Final acceptance testing costs.

Step 6 Final Go-No Go Decision (By Applicant)

In this step, the Applicant shall again have the opportunity to indicate whether or not they want to proceed with the proposed generation interconnection. If the decision is NOT to proceed, the Applicant will notify RPU's Generation Interconnection Coordinator, so that other generation interconnections in the queue are not adversely impacted. Should the Applicant decide to proceed, a more detailed design, if not already completed by the Applicant, must be done, and the following information is to be supplied to RPU's Generation Interconnection Coordinator:

- 1) Applicable up-front payment required by RPU, per Payment Schedule, provided in Step 5. (if applicable)
- 2) Signed Interconnection Agreement (if applicable).
- 3) Final proposed schedule, incorporating RPU's comments. The schedule of the project should include such milestones as foundations poured, equipment delivery dates, all conduit installed, cutover (energizing of the new switchgear/transfer switch), RPU's work, relays set and tested, preliminary vendor testing, final RPU acceptance testing, and any other major milestones.
- 4) Detailed one-line diagram of the Generation System, including the generator, transfer switch/switchgear, service entrance, lockable and visible disconnect, metering, protection and metering CT's / VT's, protective relaying and generator control system.
- 5) Detailed information on the proposed equipment, including wiring diagrams, models and types.
- 6) Proposed relay settings for all interconnection required relays.
- 7) Detailed site plan of the Generation System.
- 8) Drawing(s) showing the monitoring system (as required per table 5A and section 5 of the "Rochester Public Utilities Distributed Generation Interconnection Requirements". Including a drawing which shows the interface terminal block with RPU's monitoring system.
- 9) Proposed testing schedule and initial procedure, including;
 - a) Time of day (after-hours testing required?).
 - b) Days required.
 - c) Testing steps proposed.

Step 7 Final Design Review (By RPU)

Within 15 business days of receipt of the information required in Step 6, RPU's Generation Interconnection Coordinator will provide the Applicant with an estimated time table for final review. If the information required in Step 6 is not complete, the Applicant will be notified, within

10 business days of what information is missing. No further review may be completed until the missing information is submitted. The 15-business day clock will restart with the new submittal. This final design review shall not take longer than 15 additional business days to complete, for a total of 30 business days.

During this step, RPU shall complete the review of the final Generation System design. If the final design has significant changes from the Generation System proposed on the original Application which invalidate the engineering studies or the preliminary engineering screening, the Generation System Interconnection Application request may be rejected by RPU and the Applicant may be requested to reapply with the revised design.

Upon completion of this step the Generation Interconnection Coordinator shall supply the following information to the Applicant.

- 1) Requested modifications or corrections of the detailed drawings provided by the Applicant.
- 2) Approval of and agreement with the Project Schedule. (This may need to be interactively discussed between the Parties, during this Step)
- 3) Final review of Distributed Generation Credit amount(s) (where applicable).
- 4) Initial testing procedure review comments. (Additional work on the testing process will occur during Step 8, once the actual equipment is identified)

Step 8 Order Equipment and Construction (By Both Parties)

The following activities shall be completed during this step. For larger installations this step will involve much interaction between the Parties. It is typical for approval drawings to be supplied by the Applicant to RPU for review and comments. It is also typical for RPU to require review and approval of the drawings that cover the interconnection equipment and interconnection protection system. If RPU also requires remote control and/or monitoring, those drawings are also exchanged for review and comment.

By the Applicant's personnel:

- 1) Ordering of Generation System equipment.
- 2) Installing Generation System.
- 3) Submit approval drawings for interconnection equipment and protection systems, as required by RPU.
- 4) Provide final relay settings provided to RPU.
- 5) Submit Completed and signed Engineering Data Submittal form.
- 6) Submit proof of insurance, as required by RPU interconnection agreements.
- 7) Submit required State of Minnesota electrical inspection forms ("blue Copy) filed with RPU.
- 8) Inspecting and functional testing Generation System components.
- 9) Work with RPU personnel and equipment vendor(s) to finalize the installation testing procedure.

By RPU personnel:

- 1) Ordering any necessary RPU equipment.
- 2) Installing and testing any required equipment.

- 3) Monitoring facilities.
- 4) Dedicated Equipment.
- 5) Assisting Applicant's personnel with interconnection installation coordination issues
- 6) Providing review and input for testing procedures.

Step 9 Final Tests (By RPU/ Applicant)

(Due to equipment lead times and construction, a significant amount of time may take place between the execution of Step 8 and Step 9.) During this time the final test steps are developed and the construction of the facilities are completed.

Final acceptance testing will commence when all equipment has been installed, all contractor preliminary testing has been accomplished and all RPU preliminary testing of the monitoring and dedicated equipment is completed. One to three weeks prior to the start of the acceptance testing of the generation interconnection the Applicant shall provide, a report stating;

- that the Generation System meets all interconnection requirements.
- all contractor preliminary testing has been completed.
- the protective systems are functionally tested and ready.
- and provides a proposed date that the Generation System will be is ready to be energized and acceptance tested.

For non-type certified systems a Professional Electrical Engineer registered in the State of Minnesota is required to provide this formal report.

For smaller systems scheduling of this testing may be more flexible, as less testing time is required than for larger systems.

In many cases, this testing is done after hours to ensure no typical business-hour load is disturbed. If acceptance testing occurs after hours, RPU's labor will be billed at overtime wages. During this testing, RPU will typically run three different tests. These tests can differ depending on which type of communication / monitoring system(s) RPU decides to install at the site.

For, problems created by RPU or any RPU equipment that arise during testing, RPU will fix the problem as soon as reasonably possible. If problems arise during testing which are caused by the Applicant or Applicant's vendor or any vendor supplied or installed equipment, RPU will leave the project until the problem is resolved. Having the testing resume will then be subject to RPU personnel time and availability.

Step 10 (By RPU)

After all RPU's acceptance testing has been accomplished and all requirements are met, RPU shall provide written approval for normal operation of the Generation System interconnection, within 3 business days of successful completion of the acceptance tests.

Step 11 (By Applicant)

Within two (2) months of interconnection, the Applicant shall provide RPU with updated drawings and prints showing the Generation System as it were when approved for normal

operation by RPU. The drawings shall include all changes which were made during construction and the testing process.

Attachments:

Attached are several documents which may be required for the interconnection process. They are as follows;

Appendix A:

Flow chart showing summary of the interconnection process.

Appendix B:

Generation Interconnection Application Form.

Appendix C:

Engineering Data Submittal Form.

Appendix D:

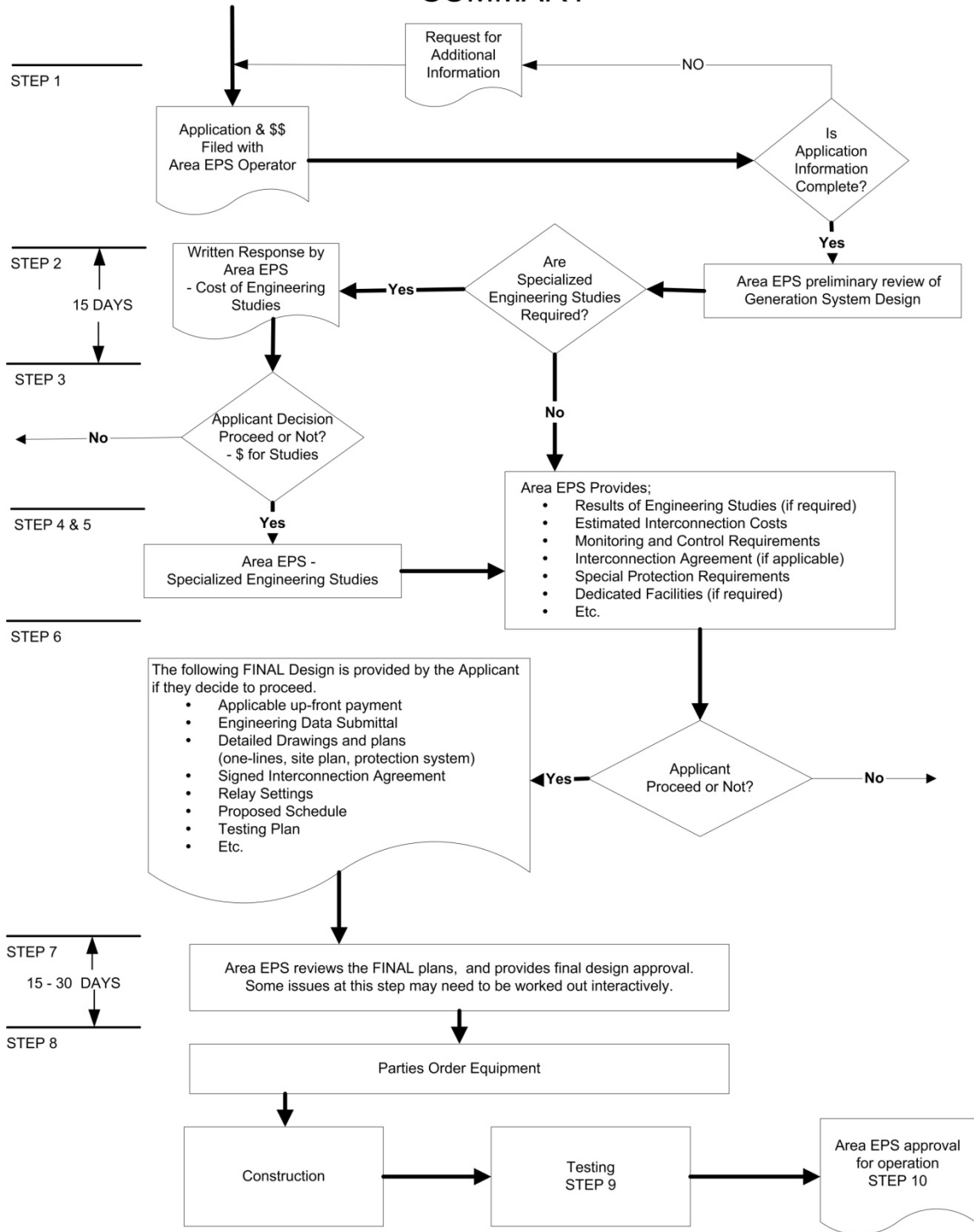
Engineering Studies: Brief description of the types of possible Engineering Studies that may be required for the review of the Generation System interconnection.

Appendix E:

Rochester Public Utilities Interconnection Agreement for the Interconnection of Extended Paralleled Distributed Generation Systems with Electric Utilities.

Appendix A

DISTRIBUTED GENERATION INTERCONNECTION PROCESS SUMMARY



Appendix B

Generation Interconnection Application

WHO SHOULD FILE THIS APPLICATION: Anyone expressing interest to install generation which will interconnect with the RPU distribution system. This application should be completed and returned to the RPU Generation Interconnection Coordinator, in order to begin processing the request.

INFORMATION: This application is used by RPU to perform a preliminary interconnection review. The Applicant shall complete as much of the form as possible. The fields in BOLD are required to be completed to the best of the Applicant's ability. The Applicant will be contacted if additional information is required. The response may take up to 15 business days after receipt of all the required information.

COST: A payment to cover the application fee shall be included with this application. The application fee amount is outlined in the "Rochester Public Utilities Interconnection Process for Distributed Generation Systems".

OWNER/APPLICANT		
Company / Applicant's Name:		
Representative:	Phone Number:	FAX Number:
Title:		
Mailing Address:		
Email Address:		
LOCATION OF GENERATION SYSTEM INTERCONNECTION		
Street Address, legal description or GPS coordinates:		
PROJECT DESIGN / ENGINEERING (if applicable)		
Company:		
Representative:	Phone:	FAX Number:
Mailing Address:		
Email Address:		
ELECTRICAL CONTRACTOR (if applicable)		
Company:		
Representative:	Phone:	FAX Number:
Mailing Address:		
Email Address:		
GENERATOR (Full Printed Copy of Generator Nameplate Shall be Submitted)		
Manufacturer:		Model:
Type (Synchronous Induction, Inverter, etc):		Phases: 1 or 3
Rated Output (Prime kW):	(Standby kW):	Frequency:
Rated Power Factor (%):	Rated Voltage (Volts):	Rated Current (Amperes):
Max Reactive Gen (kVAR):	Power Factor (pf):	
Positive Sequence Reactance:	Zero Sequence Reactance:	
Positive Sequence Resistance:	Zero Sequence Resistance:	
Subtransient Reactance:	Transient Reactance:	
Energy Source (gas, steam, hydro, wind, etc.)		

TYPE OF INTERCONNECTED OPERATION		
Interconnection / Transfer method: <input type="checkbox"/> Open <input type="checkbox"/> Quick Open <input type="checkbox"/> Closed <input type="checkbox"/> Soft Loading <input type="checkbox"/> Inverter		
Proposed use of generation: (Check all that may apply) <input type="checkbox"/> Peak Reduction <input type="checkbox"/> Standby <input type="checkbox"/> Energy Sales <input type="checkbox"/> Cover Load		Duration Parallel: <input type="checkbox"/> None <input type="checkbox"/> Limited <input type="checkbox"/> Continuous
Pre-Certified System: Yes / No (Circle one)		Exporting Energy Yes / No (Circle one)
ESTIMATED LOAD INFORMATION		
The following information will be used to help properly design the interconnection. This Information is not intended as a commitment or contract for billing purposes.		
Minimum anticipated load (generation not operating):	kW:	kVA:
Maximum anticipated load (generation not operating):	kW:	kVA:
ESTIMATED START/COMPLETION DATES		
Construction start date:	Completion (operational) date:	
DESCRIPTION OF PROPOSED INSTALLATION AND OPERATION		
Attach a single line diagram showing the switchgear, transformers, and generation facilities. Give a general description of the manner of operation of the generation (cogeneration, closed-transition peak shaving, open-transition peak shaving, emergency power, etc.). Also, does the Applicant intend to sell power and energy or ancillary services and/or wheel power over RPU facilities? If there is an intent to sell power and energy, also define the target market.		
SIGN OFF AREA:		

With this Application, we are requesting RPU to review the proposed Generation System Interconnection. We request that RPU identifies the additional equipment and costs involved with the interconnection of this system and to provide a budgetary estimate of those costs. We understand that the estimated costs supplied by RPU, will be estimated using the information provided. We also agree that we will supply, as requested, additional information, to allow RPU to better review this proposed Generation System interconnection. We have read the "Rochester Public Utilities Distributed Generation Interconnection Requirements" and will design the Generation System and interconnection to meet those requirements.

Applicant Name (print):

Applicant Signature:

Date:

**SEND THIS COMPLETED & SIGNED APPLICATION AND ATTACHMENTS TO THE
RPU GENERATION INTERCONNECTION COORDINATOR**

Appendix C

Engineering Data Submittal For the Interconnection of Distributed Generation

WHO SHOULD FILE THIS SUBMITTAL: Anyone in the final stages of interconnecting a Generation System with the RPU distribution system. This submittal shall be completed and provided to the RPU Generation Interconnection Coordinator during the design of the Generation System, as established in the “Rochester Public Utilities Interconnection Process for Distributed Generation Systems”.

INFORMATION: This submittal is used to document the interconnected Generation System. The Applicant shall complete as much of the form as applicable. The Applicant will be contacted if additional information is required.

OWNER / APPLICANT		
Company / Applicant:		
Representative:	Phone Number:	FAX Number:
Title:		
Mailing Address:		
Email Address:		

PROPOSED LOCATION OF GENERATION SYSTEM INTERCONNECTION
Street Address, Legal Description or GPS coordinates:

PROJECT DESIGN / ENGINEERING (if applicable)		
Company:		
Representative:	Phone:	FAX Number:
Mailing Address:		
Email Address:		

ELECTRICAL CONTRACTOR (if applicable)		
Company:		
Representative:	Phone:	FAX Number:
Mailing Address:		
Email Address:		

TYPE OF INTERCONNECTED OPERATION	
Interconnection / Transfer method: <input type="checkbox"/> Open <input type="checkbox"/> Quick Open <input type="checkbox"/> Closed <input type="checkbox"/> Soft Loading <input type="checkbox"/> Inverter	
Proposed use of generation: (Check all that may apply) <input type="checkbox"/> Peak Reduction <input type="checkbox"/> Standby <input type="checkbox"/> Energy Sales <input type="checkbox"/> Cover Load	Duration Parallel: <input type="checkbox"/> None <input type="checkbox"/> Limited <input type="checkbox"/> Continuous
Pre-Certified System: Yes / No (Circle one)	Exporting Energy Yes / No (Circle one)

GENERATION SYSTEM OPERATION / MAINTENANCE CONTACT INFORMATION		
Maintenance Provider:	Phone #:	Pager #:
Operator Name:	Phone #:	Pager #:
Person to Contact before remote starting of units		
Contact Name:	Phone #:	Pager #:
	24hr Phone #:	

GENERATION SYSTEM OPERATING INFORMATION	
Fuel Capacity (gals):	Full Fuel Run-time (hrs):
Engine Cool Down Duration (Minutes):	Start time Delay on Load Shed signal:
Start Time Delay on Outage (Seconds):	

ESTIMATED LOAD		
The following information will be used to help properly design the interconnection. This Information is not intended as a commitment or contract for billing purposes.		
Minimum anticipated load (generation not operating):	kW:	kVA:
Maximum anticipated load (generation not operating):	kW:	kVA:

REQUESTED CONSTRUCTION START/COMPLETION DATES	
Design Completion:	
Construction Start Date:	
Footings in place:	
Primary Wiring Completion:	
Control Wiring Completion:	
Start Acceptance Testing:	
Generation operational (In-service):	

(Complete all applicable items, Copy this page as required for additional generators)			
SYNCHRONOUS GENERATOR (if applicable)			
Unit Number:	Total number of units with listed specifications on site:		
Manufacturer:	Type:	Phases: 1 or 3	
Serial Number (each)	Date of manufacture:	Speed (RPM):	Freq. (Hz);
Rated Output (each unit) kW Standby:	kW Prime:	kVA:	
Rated Power Factor (%):	Rated Voltage(Volts):	Rated Current (Amperes):	
Field Voltage (Volts):	Field Current (Amperes):	Motoring Power (kW):	
Synchronous Reactance (Xd):	% on	kVA base	
Transient Reactance (X'd):	% on	kVA base	
Subtransient Reactance (X''d):	% on	kVA base	
Negative Sequence Reactance (Xs):	% on	kVA base	
Zero Sequence Reactance (Xo):	% on	kVA base	
Neutral Grounding Resistor (if applicable):			
I 2t or K (heating time constant):			
Exciter data:			
Governor data:			
Additional Information:			

INDUCTION GENERATOR (if applicable)			
Rotor Resistance (Rr): Ohms	Stator Resistance (Rs): Ohms		
Rotor Reactance (Xr): Ohms	Stator Reactance (Xs): Ohms		
Magnetizing Reactance (Xm): Ohms	Short Circuit Reactance (Xd''): Ohms		
Design Letter:	Frame Size:		
Exciting Current:	Temp Rise (deg C°):		
Rated Output (kW):			
Reactive Power Required:	kVars (no Load)	kVars (full load)	
If this is a wound-rotor machine, describe any external equipment to be connected (resistor, rheostat, power converter, etc.) to rotor circuit, and circuit configuration. Describe ability, if any, to adjust generator reactive output to provide power system voltage regulation.			
Additional Information:			
PRIME MOVER (Complete all applicable items)			
Unit Number:	Type:		
Manufacturer:			
Serial Number:	Date of Manufacture:		
H.P. Rated:	H.P. Max:	Inertia Constant: lb.-ft.2	
Energy Source (hydro, steam, wind, wind etc.):			

INTERCONNECTION (STEP-UP) TRANSFORMER (If applicable)			
Manufacturer:		kVA:	
Date of Manufacture:	Serial Number:		
High Voltage: kV	Connection: delta	Wye	Neutral solidly grounded?
Low Voltage: kV	Connection: delta	Wye	Neutral solidly grounded?
Transformer Impedance (Z):	% on	kVA base	
Transformer Resistance (R):	% on	kVA base	
Transformer Reactance (X):	% on	kVA base	
Neutral Grounding Resistor (if applicable)			

TRANSFER SWITCH (If applicable)	
Model Number:	Type:
Manufacturer:	Rating(amps):

INVERTER (If applicable)		
Manufacturer:		Model:
Rated Power Factor (%):	Rated Voltage (Volts):	Rated Current (Amperes):
Inverter Type (ferroresonant, step, pulse-width modulation, etc.):		
Type of Commutation: forced line	Minimum Short Circuit Ratio required:	
Minimum voltage for successful commutation:		
Current Harmonic Distortion	Maximum Individual Harmonic (%): Maximum Total Harmonic Distortion (%):	
Voltage Harmonic Distortion	Maximum Individual Harmonic (%): Maximum Total Harmonic Distortion (%):	
Describe capability, if any, to adjust reactive output to provide voltage regulation:		
NOTE: Attach all available calculations, test reports, and oscillographic prints showing inverter output voltage and current waveforms.		

POWER CIRCUIT BREAKER (if applicable)				
Manufacturer:		Model:		
Rated Voltage (kilovolts):		Rated Ampacity (Amperes):		
Interrupting Rating (Amperes):		BIL Rating:		
Interrupting Medium (vacuum, oil, gas, etc.):		Insulating Medium (vacuum, oil, gas, etc.):		
Control Voltage (Closing):	(Volts)	AC	DC	
Control Voltage (Tripping):	(Volts)	AC	DC	Battery Charged Capacitor
Close Energy (circle one):	Spring	Motor	Hydraulic	Pneumatic
Other				
Trip Energy (circle one):	Spring	Motor	Hydraulic	Pneumatic
Other				
Bushings Current Transformers (Max. ratio):			Relay Accuracy Class:	
CT'S Multi Ratio? (circle one); No / Yes: (Available taps):				

APPENDIX D

Engineering Studies

For the engineering studies there are two main parts of the study: 1. Does the distributed generator cause a problem? and 2. What would it cost to make a change to handle the problem? The first question is relatively straightforward to determine as the RPU Engineer reviews the proposed installation. The second question typically has multiple alternatives and can turn into an iterative process. This iterative process can become quite large for more complex generation installations. For the Engineer there is no “cook book” solution which can be applied.

For some of the large generation installations and/or the more complex interconnections RPU may suggest dividing up the engineering studies into the two parts; identify the scope of the problems and attempt to identify solutions to resolve the problems. By splitting the engineering studies into two steps, it will allow for the Applicant to see the problems identified and to provide the Applicant the ability to remove the request for interconnection if the problems are too large and expensive to resolve. This would then save the additional costs to the Applicant for the more expensive engineering studies; to identify ways to resolve the problem(s).

This appendix provides an overview of some of the main issues that are looked at during the engineering study process. Every interconnection has its unique issues, such as relative strength of the distribution system, ratio of the generation size to the existing area loads, etc. Thus many of the generation interconnections will require further review of one or several of the issues listed.

- 1) Short circuit analysis – the system is studied to make sure that the addition of the generation will not over stress any RPU equipment and that equipment will still be able to clear during a fault. It is expected that the Applicant will complete their own short circuit analysis on their equipment to ensure that the addition of the generation system does not overstress the Applicant’s electrical equipment.
- 2) Power Flow and Voltage Drop
 - a) Reviews potential islanding of the generation
 - b) Will RPU Equipment be overloaded
 - i) Under normal operation?
 - ii) Under contingent operation? With backfeeds?
- 3) Flicker Analysis –
 - a) Will the operation of the generation cause voltage swings?
 - i) When it loads up? When it off loads?
 - b) How will the generation interact with RPU voltage regulation?
 - c) Will RPU capacitor switching affect the generation while on-line?
- 4) Protection Coordination
 - a) Reclosing issues – this is where the reclosing for the distribution system and transmission system are looked at to see if the Generation System protection

can be set up to ensure that it will clear from the distribution system before the feeder is reenergized.

- b) Is voltage supervision of reclosing needed?
 - c) Is transfer-trip required?
 - d) Do we need to modify the existing protection systems? Existing settings?
 - e) At which points do we need "out of sync" protection?
 - f) Is the proposed interconnection protection system sufficient to sense a problem on the RPU system?
 - g) Are there protection problems created by the step-up transformer?
- 5) Grounding Reviews
- a) Does the proposed grounding system for the Generation System meet the requirements of the NESC (National Electrical Safety Code) and the NEC (National Electric Code)?
- 6) System Operation Impact.
- a) Are special operating procedures needed with the addition of the generation?
 - b) Reclosing and out of sync operation of facilities.
 - c) What limitations need to be placed on the operation of the generation?
 - d) Operational VAR requirements.

Appendix E

Rochester Public Utilities Interconnection Agreement For the Interconnection of Extended Parallel Distributed Generation Systems with the RPU Distribution System

This Generating System Interconnection Agreement is entered into by and between Rochester Public Utilities (RPU) and the Interconnection Customer “_____”. The Interconnection Customer and RPU are sometimes also referred to in this Agreement jointly as “Parties” or individually as “Party”.

In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

I. SCOPE AND PURPOSE

- A) Establishment of Point of Common Coupling. This Agreement is intended to provide for the Interconnection Customer to interconnect and operate a Generation System with a total Nameplate Capacity of 10MWs or less in parallel with the RPU distribution system at the location identified in Exhibit C and shown in the Exhibit A one-line diagram.
- B) This Agreement governs the facilities required to and contains the terms and condition under which the Interconnection Customer may interconnect the Generation System to the RPU distribution system. This Agreement does not authorize the Interconnection Customer to export power or constitute an agreement to purchased or wheel the Interconnection Customer’s power. Other services that the Interconnection Customer may require from RPU, or others, may be covered under separate agreements.
- C) To facilitate the operation of the Generation System, this agreement also allows for the occasional and inadvertent export of energy to RPU. The amount, metering, billing and accounting of such inadvertent energy exporting shall be governed by Exhibit D (Operating Agreement). This Agreement does not constitute an agreement by RPU to purchase or pay for any energy, inadvertently or intentionally exported, unless expressly noted in Exhibit D or under a separately executed power purchase agreement (PPA).
- D) This agreement does not constitute a request for, nor the provision of any transmission delivery service or any local distribution delivery service.
- E) The Technical Requirements for interconnection are covered in a separate Technical Requirements document know as, the “Rochester Public Utilities Distributed Generation Interconnection Requirements”, a copy of which has been made available to the Interconnection Customer and incorporated and made part of this Agreement by this reference

II. DEFINITIONS

- A) “Dedicated Facilities” the equipment that is installed due to the interconnection of the Generation System and not required to serve other RPU customers.

- B) “Extended Parallel” means the Generation System is designed to remain connected with RPU for an extended period of time.
- C) “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.
- D) “Generation Interconnection Coordinator” the person or persons designated by RPU to provide a single point of coordination with the Applicant for the generation interconnection process.
- E) “Generation System” the interconnected generator(s), controls, relays, switches, breakers, transformers, inverters and associated wiring and cables, up to the Point of Common Coupling.
- F) “Interconnection Customer” the party or parties who will own/operate the Generation System and are responsible for meeting the requirements of the agreements and Technical Requirements. This could be the Generation System applicant, installer, owner, designer, or operator.
- G) “Local EPS” an electric power system (EPS) contained entirely within a single premises or group of premises.
- H) “Nameplate Capacity” the total nameplate capacity rating of all the Generation included in the Generation System. For this definition the “standby” and/or maximum rated kW capacity on the nameplate shall be used.
- I) “Point of Common Coupling” the point where the Local EPS is connected to the RPU distribution system
- J) “Point of Delivery” the point where the energy changes possession from one party to the other. Typically this will be where the metering is installed but it is not required that the Point of Delivery is the same as where the energy is metered
- K) “Technical Requirements” RPU Requirements for Interconnection of Distributed Generation

III. DESCRIPTION OF INTERCONNECTION CUSTOMER’S GENERATION SYSTEM

- A) A description of the Generation System, including a single-line diagram showing the general arrangement of how the Interconnection Customer’s Generation System is interconnected with RPU’s distribution system, is attached to and made part of this Agreement as Exhibit A. The single-line diagram shows the following;
 - 1) Point of Delivery (if applicable)
 - 2) Point of Common Coupling
 - 3) Location of Meter(s)
 - 4) Ownership of the equipment.
 - 5) Generation System total Nameplate Capacity _____ kW
 - 6) Scheduled operational (on-line) date for the Generation System.

IV. RESPONSIBILITIES OF THE PARTIES

- A) The Parties shall perform all obligations of this Agreement in accordance with all applicable laws and regulations, operating requirements and good utility practices.
- B) Interconnection Customer shall construct, operate and maintain the Generation System in accordance with the applicable manufacture’s recommend

maintenance schedule, the Technical Requirements and in accordance with this Agreement

- C) RPU shall carry out the construction of the Dedicated Facilities in a good and workmanlike manner, and in accordance with standard design and engineering practices.

V. CONSTRUCTION

The Parties agree to cause their facilities or systems to be constructed in accordance with the laws of the State of Minnesota and to meet or exceed applicable codes and standards provided by the NESC (National Electrical Safety Code), ANSI (American National Standards Institute), IEEE (Institute of Electrical and Electronic Engineers), NEC (National Electrical Code), UL (Underwriter's Laboratory), Technical Requirements and local building codes and other applicable ordinances in effect at the time of the installation of the Generation System.

A) Charges and payments

The Interconnection Customer is responsible for the actual costs to interconnect the Generation System with the RPU distribution system, including, but not limited to any Dedicated Facilities attributable to the addition of the Generation System, RPU labor for installation coordination, installation testing and engineering review of the Generation System and interconnection design. Estimates of these costs are outlined in Exhibit B. While estimates, for budgeting purposes, have been provided in Exhibit B, the actual costs are still the responsibility of the Interconnection Customer, even if they exceed the estimated amount(s). All costs, for which the Interconnection Customer is responsible for, must be reasonable under the circumstances of the design and construction.

1) Dedicated Facilities

- a) During the term of this Agreement, RPU shall design, construct and install the Dedicated Facilities outlined in Exhibit B. The Interconnection Customer shall be responsible for paying the actual costs of the Dedicated Facilities attributable to the addition of the Generation System.
- b) Once installed, the Dedicated Facilities shall be owned and operated by RPU and all costs associated with the operating and maintenance of the Dedicated Facilities, after the Generation System is operational, shall be the responsibility of RPU, unless otherwise agreed.
- c) By executing this Agreement, the Interconnection Customer grants permission for RPU to begin construction and to procure the necessary facilities and equipment to complete the installation of the Dedicated Facilities, as outlined in Exhibit B. If for any reason, the Generation System project is canceled or modified, so that any or all of the Dedicated Facilities are not required, the Interconnection Customer shall be responsible for all costs incurred by RPU, including, but not limited to the additional costs to remove and/or complete the installation of the Dedicated Facilities. The Interconnection Customer may, for any reason, cancel the Generation System project, so that any or all of the Dedicated

Facilities are not required to be installed. The Interconnection Customer shall provide written notice to RPU of cancellation. Upon receipt of a cancellation notice, RPU shall take reasonable steps to minimize additional costs to the Interconnection Customer, where reasonably possible.

- 2) Payments
 - a) 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 RPU credit policy and procedures for the unpaid balance of the estimated amount shown in Exhibit B.
 - b) The payment for the costs outlined in Exhibit B, shall be as follows;
 - i. 1/3 of estimated costs, outlined in Exhibit B, shall be due upon execution of this agreement.
 - ii. 1/3 of estimated costs, outlined in Exhibit B, shall be due prior to initial energization of the Generation System, with the RPU distribution system.
 - iii. Remainder of actual costs, incurred by RPU, shall be due within 30 days from the date the bill is mailed by RPU after project completion.

VI. DOCUMENTS INCLUDED WITH THIS AGREEMENT.

- A) This agreement includes the following exhibits, which are specifically incorporated herein and made part of this Agreement by this reference: (if any of these Exhibits are deemed not applicable for this Generation System installation they may be omitted from the final Agreement by RPU.)
 - 1) Exhibit A – Description of Generation System and single-line diagram. This diagram shows all major equipment, including, visual isolation equipment, Point of Common Coupling, Point of Delivery for Generation Systems that intentionally export, ownership of equipment and the location of metering.
 - 2) Exhibit B – Estimated installation and testing costs payable by the Interconnection Customer. Included in this listing shall be the description and estimated costs for the required Dedicated Facilities being installed by RPU for the interconnection of the Generation System and a description and estimate for the final acceptance testing work to be done by RPU.
 - 3) Exhibit C – Engineering Data Submittal – A standard form that provides the engineering and operating information about the Generation System.
 - 4) Exhibit D – Operating Agreement – This provides specific operating information and requirements for this Generation System interconnection. This Exhibit has a separate signature section and may be modified, in writing, from time to time with the agreement of both parties.
 - 5) Exhibit E – Maintenance Agreement – This provides specific maintenance requirements for this Generation System interconnection. This Exhibit has a separate signature section and may be modified, in writing, from time to time with the agreement of both parties.

VII. TERMS AND TERMINATION

- A) This Agreement shall become effective as of the date when both the Interconnection Customer and RPU have both signed this Agreement. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:
- 1) The Parties agree in writing to terminate the Agreement; or
 - 2) The Interconnection Customer may terminate this agreement at any time, by written notice to RPU, prior to the completion of the final acceptance testing of the Generation System by RPU. Once the Generation System is operational then VII.A.3 applies. Upon receipt of a cancellation notice, RPU shall take reasonable steps to minimize additional costs to the Interconnection Customer, where reasonably possible.
 - 3) Once the Generation System is operational the Interconnection Customer may terminate this agreement after 30 days written notice to RPU, unless otherwise agreed to within the Exhibit D, Operating Agreement; or
 - 4) RPU may terminate this agreement after 30 days written notice to the Interconnection Customer if:
 - a) The Interconnection Customer fails to interconnect and operate the Generation System per the terms of this Agreement; or
 - b) The Interconnection Customer fails to take all corrective actions specified in RPU's written notice that the Generation System is out of compliance with the terms of this Agreement, within the time frame set forth in such notice, or
 - c) If the Interconnection Customer fails to complete RPU's final acceptance testing of the generation system within 24 months of the date proposed under section III.A.5.
- B) Upon termination of this Agreement the Generation System shall be disconnected from the RPU distribution system. The termination of this Agreement shall not relieve either Party of its liabilities and obligations, owed or continuing, at the time of the termination.

VIII. OPERATIONAL ISSUES

Each Party will, at its own cost and expense, operate, maintain, repair and inspect, and shall be fully responsible for, the facilities which it now or hereafter may own, unless otherwise specified.

- A) Technical Standards: The Generation System shall be installed and operated by the Interconnection Customer consistent with the requirements of this Agreement; the Technical Requirements; the applicable requirements located in the National Electrical Code (NEC); the applicable standards published by the American National Standards Institute (ANSI) and the Institute of Electrical and Electronic Engineers (IEEE); and local building and other applicable ordinances in effect at the time of the installation of the Generation System.

- B) Right of Access: At all times, RPU's personnel shall have access to the disconnect switch of the Generation System for any reasonable purpose in connection with the performance of the obligations imposed on it by this Agreement, to meet its obligation to operate the RPU distribution system safely and to provide service to its customers. If necessary for the purposes of this Agreement, the Interconnection Customer shall allow RPU access to the Local EPS's equipment and facilities located on the premises.
- C) Electric Service Supplied: RPU will supply the electrical requirements of the Local EPS that are not supplied by the Generation System. Such electric service shall be supplied, to the Interconnection Customer's Local EPS, under the rate schedules applicable to the Customer's class of service as revised from time to time by RPU.
- D) Operation and Maintenance: The Generation System shall be operated and maintained, by the Interconnection Customer in accordance with the Technical Standards and any additional requirements of Exhibit D and Exhibit E, attached to this document, as amended, in writing, from time to time.
- E) Cooperation and Coordination: Both RPU and the Interconnection Customer shall communicate and coordinate their operations, so that the normal operation of the RPU distribution system does not unduly effect or interfere with the normal operation of the Generation System and the Generation System does not unduly effect or interfere with the normal operation of the RPU distribution system. Under abnormal operations of either the Generation System or the RPU distribution system, the responsible Party shall provide reasonably timely communication to the other Party to allow mitigation of any potentially negative effects of the abnormal operation of their system.
- F) Disconnection of Unit: RPU may disconnect the Generation System as reasonably necessary, for termination of this Agreement; non-compliance with this Agreement; system emergency, imminent danger to the public or RPU personnel; routine maintenance, repairs and modifications to the RPU distribution system. When reasonably possible, RPU shall provide prior notice to the Interconnection Customer explaining the reason for the disconnection. If prior notice is not reasonably possible, RPU shall after the fact, provide information to the Interconnection Customer as to why the disconnection was required. It is agreed that RPU shall have no liability for any loss of sales or other damages, including all consequential damages for the loss of business opportunity, profits or other losses, regardless of whether such damages were foreseeable, for the disconnection of the Generation System per this Agreement. RPU shall expend reasonable effort to reconnect the Generation System in a timely manner and to work towards mitigating damages and losses to the Interconnection Customer where reasonably possible.
- G) Modifications to the Generation System – When reasonably possible the Interconnection Customer shall notify RPU, in writing, of plans for any modifications to the Generation System interconnection equipment, including all information needed by RPU as part of the review described in this paragraph, at least twenty (20) business days prior to undertaking such modification(s). Modifications to any of the interconnection equipment, including, all

interconnection required protective systems, the generation control systems, the transfer switches/breakers, interconnection protection VT's & CT's, and Generation System capacity, shall be included in the notification to RPU. When reasonably possible the Interconnection Customer agrees not to commence installation of any modifications to the Generating System until RPU has approved the modification, in writing, which approval shall not be unreasonably withheld. RPU shall have a minimum of five (5) business days to review and respond to the planned modification. RPU shall not take longer than a maximum of ten (10) business days, to review and respond to the modification after the receipt of the information required to review the modifications. When it is not reasonably possible for the Interconnection Customer to provide prior written notice, the Interconnection Customer shall provide written notice to RPU as soon as reasonably possible, after the completion of the modification(s).

- H) Permits and Approvals: The Interconnection Customer shall obtain all environmental and other permits lawfully required by governmental authorities prior to the construction of the Generation System. The Interconnection Customer shall also maintain these applicable permits and compliance with these permits during the term of this Agreement.

IX. LIMITATION OF LIABILITY

- A) Each Party 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 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 Party's performance of its obligations under this agreement, except to the extent that such damages, losses or claims were caused by the negligence or intentional acts of the other Party.
- B) Each Party's liability to the other Party for failure to perform its obligations under 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 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.
- C) Notwithstanding any other provision in this Agreement, with respect to RPU's provision of electric service to any customer including the Interconnection Customer, RPU's liability to such customer shall be limited as set forth in the RPU's tariffs and terms and conditions for electric service, and shall not be affected by the terms of this Agreement.

X. DISPUTE RESOLUTION

- A) Each Party agrees to attempt to resolve all disputes arising hereunder promptly, equitably and in a good faith manner.
- B) In the event a dispute arises under this Agreement, and if it cannot be resolved by the Parties within thirty (30) days after written notice of the dispute to the other Party, the Parties agree to submit the dispute to mediation by a mutually

acceptable mediator, in a mutually convenient location in the State of Minnesota. The Parties agree to participate in good faith in the mediation for a period of 90 days. If the parties are not successful in resolving their disputes through mediation, then the Parties may refer the dispute for resolution to the Minnesota Public Utilities Commission (MPUC), which shall maintain continuing jurisdiction over this Agreement.

XI. INSURANCE

- A) At a minimum, In connection with the Interconnection Customer's performance of its duties and obligations under this Agreement, the Interconnection Customer shall maintain, during the term of the 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:
- 1) Two million dollars (\$2,000,000) for each occurrence if the Gross Nameplate Rating of the Generation System is greater than 250kW.
 - 2) One million dollars (\$1,000,000) for each occurrence if the Gross Nameplate Rating of the Generation System is between 40kW and 250kW.
 - 3) Three hundred thousand (\$300,000) for each occurrence if the Gross Nameplate Rating of the Generation System is less than 40kW.
 - 4) 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 operating of the Generation System under this agreement.
- B) The general liability insurance required shall, by endorsement to the policy or policies, (a) include RPU as an additional insured; (b) contain a severability of interest clause or cross-liability clause; (c) provide that RPU 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 thirty (30) calendar days' written notice to RPU prior to cancellation, termination, alteration, or material change of such insurance.
- C) If the Generation System is connected to an account receiving residential service from RPU and its total generating capacity is smaller than 40kW, then the endorsements required in Section XI.B shall not apply.
- D) The Interconnection Customer shall furnish the required insurance certificates and endorsements to RPU prior to the initial operation of the Generation System. Thereafter, RPU shall have the right to periodically inspect or obtain a copy of the original policy or policies of insurance
- E) Evidence of the insurance required in Section XI.A. shall state that coverage provided is primary and is not excess to or contributing with any insurance or self-insurance maintained by RPU.
- F) 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 Section XI.A – E:

- 1) Interconnection Customer shall provide to RPU, at least thirty (30) 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 XI.A.
 - 2) If Interconnection Customer ceases to self-insure to the level required hereunder, or if the Interconnection Customer is unable to provide continuing evidence of its ability to self-insure, the Interconnection Customer agrees to immediately obtain the coverage required under Section XI.A.
- G) Failure of the Interconnection Customer or RPU 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.
- H) All insurance certificates, statements of self-insurance, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued and submitted to the following:

Rochester Public Utilities
Attention:
4000 E River Rd NE
Rochester, MN 55906

XII. MISCELLANEOUS

A) FORCE MAJEURE

- 1) An event of Force Majeure means any act of God, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any curtailment, order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's control. An event of Force Majeure does not include an act of negligence or intentional wrongdoing. Neither Party will be considered in default as to any obligation hereunder if such Party is prevented from fulfilling the obligation due to an event of Force Majeure. However, a Party whose performance under this Agreement is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations hereunder
- 2) Neither Party will be considered in default of any obligation hereunder if such Party is prevented from fulfilling the obligation due to an event of Force Majeure. However, a Party whose performance under this Agreement is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations hereunder. .

B) NOTICES

- 1) Any written notice, demand, or request required or authorized in connection with this Agreement ("Notice") shall be deemed properly given if delivered in person or sent by first class mail, postage prepaid, to the person specified below:

a) If to RPU
Rochester Public Utilities
Attention:
4000 E River Rd NE
Rochester, MN 55906

b) If to Interconnection Customer
A Friendly Interconnection Customer
Attention: Generation Coordinator
12345 Interconnection Drive.
Anytown, MN 55000

- 2) A Party may change its address for notices at any time by providing the other Party written notice of the change, in accordance with this Section.
- 3) The Parties may also designate operating representatives to conduct the daily communications which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by one Party's notice to the other Party.

C) ASSIGNMENT

The Interconnection Customer shall not assign its rights nor delegate its duties under this Agreement without RPU's written consent. Any assignment or delegation the Interconnection Customer makes without RPU's written consent shall not be valid. RPU shall not unreasonably withhold its consent to the Generating Entities assignment of this Agreement.

D) NON-WAIVER

None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

E) GOVERNING LAW AND INCLUSION OF RPU'S TARIFFS AND RULES.

- 1) This Agreement shall be interpreted, governed and construed under the laws of the State of Minnesota as if executed and to be performed wholly within the State of Minnesota without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.
- 2) The interconnection and 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 RPU, which tariff

schedules and rules are hereby incorporated into this Agreement by this reference.

- 3) Notwithstanding any other provisions of this Agreement, RPU shall have the right to unilaterally file with the MPUC, pursuant to the MPUC's rules and regulations, an application for change in rates, charges, classification, service, tariff or rule or any agreement relating thereto.

F) AMENDMENT AND MODIFICATION

This Agreement can only be amended or modified by a writing signed by both Parties.

G) ENTIRE AGREEMENT

This Agreement, including all attachments, exhibits, and appendices, constitutes the entire Agreement between the Parties with regard to the interconnection of the Generation System of the Parties at the Point(s) of Common Coupling expressly provided for in this Agreement and supersedes all prior agreements or understandings, whether verbal or written. It is expressly acknowledged that the Parties may have other agreements covering other services not expressly provided for herein, which agreements are unaffected by this Agreement. Each party also represents that in entering into this Agreement, it has not relied on the promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement or in the incorporated attachments, exhibits and appendices.

H) CONFIDENTIAL INFORMATION

Except as otherwise agreed or provided herein, 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) unless required to do so by any law or court order. 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.

I) NON-WARRANTY

Neither by inspection, if any, or non-rejection, nor in any other way, does RPU 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 or leased by the Interconnection Customer from third parties, including without limitation the

Generation System and any structures, equipment, wires, appliances or devices appurtenant thereto.

J) 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.

XIII. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused two originals of this Agreement to be executed by their duly authorized representatives. This Agreement is effective as of the last date set forth below.

Interconnection Customer

By: _____

Name: _____

Title: _____

Date: _____

Rochester Public Utilities

Authorized Representative

General Manager

City of Rochester

Mayor

Attest:

City Clerk

Reviewed by:

City Attorney

EXHIBIT A

GENERATION SYSTEM DESCRIPTION AND SINGLE-LINE DIAGRAM

EXHIBIT B

SUMMARY OF RPU COSTS AND DESCRIPTION OF DEDICATED FACILITIES BEING INSTALLED BY RPU FOR THE INTERCONNECTION OF THE GENERATION SYSTEM

This Exhibit shall provide the estimated total costs that will be the responsibility of the Interconnection Customer. It is assumed that the Initial application has been filed and the engineering studies have been paid for and completed. So those costs are not included on this listing.

What is listed below is a general outline of some of the major areas where costs could occur. Other costs than those listed below may be included by RPU, provided that those costs are a direct result from the request to interconnect the Generation System. The following list is only a guideline and RPU will be creating a unique Exhibit B that is tailored for the specific Generation System interconnection.

- A) Dedicated Facilities (equipment, design and installation labor)
- B) Monitoring & Control System (equipment, design and installation labor)
- C) Design Coordination and Review
- D) Construction Coordination labor costs
- E) Testing (development of tests and physical testing)
- F) Contingency

EXHIBIT C

ENGINEERING DATA SUBMITTAL

Attach a completed Engineering Data Submittal form from Appendix C of “Rochester Public Utilities Interconnection Process for Distributed Generation Systems”.

EXHIBIT D

OPERATING AGREEMENT

Each Generation System interconnection will be unique and will require a unique Operating Agreement. The following is a listing of some of the possible areas that will be covered in an operating agreement. The following has not been developed into a standard agreement due to the unique nature of each Generation System. It is envisioned that this Exhibit will be tailored by RPU for each Generation System interconnection. It is also intended that this Operating Agreement Exhibit will be reviewed and updated periodically, to allow the operation of the Generation System, to change to meet the needs of both RPU and the Interconnection Customer, provided that the change does not negatively affect the other Party. There may also be operating changes required by outside issues, such as changes in FERC and MISO requirements and/or policies which will require this Operating Agreement to be modified.

The following items are provided to show the general types of items which may be included in this Operating Agreement. The items included in the Operating Agreement shall not be limited to the items shown on this list.

- A) Applicable RPU Tariffs – discussion on which tariffs are being applied for this installation and possibly how they will be applied.
- B) Var Requirements – How will the Generation System be required to operate so as to control the power factor of the energy flowing in either direction across the interconnection?
- C) Inadvertent Energy – This Operating Agreement needs to provide the method(s) that will be used to monitor, meter and account for the inadvertent energy used or supplied by the Generation System. Tariffs and operating rules that apply for this Generation System interconnection shall be discussed in this Operating Agreement.
- D) Control Issues - Starting and stopping of the generation, including the remote starting and stopping, if applicable.
- E) Dispatch of Generation Resources - What are the dispatch requirements for the Generation System, Can it only run during Peak Hours? Are there a limited number of hours that it can run? Is it required to have met an availability percentage? This will greatly depend upon the PPA and other requirements. Is the Interconnection Customer required to coordinate outages of the Generation System, with RPU?
- F) Outages of Distribution System – How are emergency outages handled? How are other outages scheduled? If the Interconnection Customer requires RPU to schedule the outages during after-hours, who pays for RPU's overtime?
- G) Notification / Contacts - Who should be notified? How should they be notified? When should they be notified? For what reasons, should the notification take place?
 - 1) Starting of the Generation

- 2) Dispatching of Generation
- 3) Notification of failures (both RPU system and Generation System failures)
- H) Documentation of Operational Settings – How much fuel will the generation System typically have on hand? How long can it run with this fuel capacity? How is the generation system set to operate for a power failure? These may be issues that should be documented in the Operating Agreement. The following are a couple of examples:
 - 1) “The Generation System will monitor the RPU distribution system phase voltage and after 2 seconds of any phase voltage below 90% the generation will be started and the load transferred to the generator, if the generation is not already running.”
 - 2) “The Generation System will wait for 30 minutes after it senses the return of the RPU distribution system frequency and voltage, before it will automatically reconnect to the RPU distribution system”
- I) Cost of testing for future failures – If a component of the Generation System fails or needs to be replaced, which effects the interconnection with the RPU distribution system, what is the process for retesting, and for replacement? Who pays for the additional costs of RPU to work with the Interconnection Customer to resolve these problems and/or to complete retesting of the modified equipment?
- J) Right of Access: At all times, RPU shall have access to the disconnect switch of the Generation System for any reasonable purpose in connection with the performance of the obligations imposed on it by this Agreement, to meet its obligation to operate the RPU distribution system safely and to provide service to its customers, at all times. If necessary for the purposed of this Agreement, the Interconnection Customer shall allow RPU access to the RPU’s equipment and facilities located on the premises.

Add Signature Section -The Operating Agreement should be set up so that it is individually signed and dated by both parties.

EXHIBIT E

MAINTENANCE AGREEMENT

Each Generation System interconnection will be unique and will require a unique Maintenance Agreement. It is envisioned that this Exhibit will be tailored for each Generation System interconnection. It is also intended that this Maintenance Agreement Exhibit will be reviewed and updated periodically, to allow the maintenance of the Generation System be allowed to change to meet the needs of both RPU and the Interconnection Customer, provided that change does not negatively affect the other Party. There may also be changes required by outside issues; such has changes in FERC and MISO requirements and/or policies which will require this agreement to be modified.

A) Routine Maintenance Requirements –

- 1) Who is providing maintenance – Contact information
- 2) Periods of maintenance

II. Modifications to the Generation System - The Interconnection Customer shall notify RPU, in writing of plans for any modifications to the Generation System interconnection equipment at least twenty (20) business days prior to undertaking such modification. Modifications to any of the interconnection equipment, including all required protective systems, the generation control systems, the transfer switches/breakers, VT's & CT's, generating capacity and associated wiring shall be included in the notification to RPU. The Interconnection Customer agrees not to commence installation of any modifications to the Generating System until RPU has approved the modification, in writing. RPU shall have a minimum of five (5) business days and a maximum of ten (10) business days, to review and respond to the modification, after the receipt of the information required to review the modifications.

Add signature Section