

Supplemental Review Offer

The Distributed Energy Resource (DER) Interconnection Application in the name of _____ (*Interconnection Customer*) _____ for a DER system described as _____ (*description of DER System*) _____ and proposed to be located at _____ (*Address or Legal Description*) _____ has failed one or more of the initial engineering screens. To continue with the Interconnection Process, the Interconnection Customer may choose to continue with a Supplemental Review or may choose the Interconnection Application to be evaluated under the Study Process track. The Interconnection Customer has fifteen (15) Business Days to indicate to the Area Electrical Power System (EPS) Operator, the next step in the Interconnection Process and return this Supplemental Review Offer or the Interconnection Application will only continue to be evaluated under the Study Process track or be deemed withdrawn.

Interconnection Customer agrees that the Area EPS Operator shall:

- _____ Proceed with a Supplemental Review of the Interconnection Application.
- _____ Continue evaluation of the Interconnection Application under the Study Process track.
- _____ Deem the Interconnection Application withdrawn.

If the Interconnection Customer chooses to proceed with the Supplemental Review, the Interconnection Customer shall note the order in which the Supplemental Review screens should be performed and indicate the action the Area EPS Operator should take if a Supplement Review screen has failed.

Supplemental Review Screen	Order to Perform Screens	Cost Estimate of Review Screen
Minimum Load		
Voltage & Power Quality		
Safety & Reliability		
Total Deposit Required		

Upon failure of a Supplemental Review screen or upon notification the Area EPS Operator is unable to complete a Supplemental Review screen, the Interconnection Customer agrees that the Area EPS Operator shall:

- _____ Proceed with the remaining Supplemental Review screens.
- _____ Stop the Supplemental Review screens and continue evaluation of the Interconnection Application under the Study Process track.
- _____ Stop the Supplemental Review screens and contact the Interconnection Customer for further instructions.
- _____ Deem the Interconnection Application withdrawn.

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

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

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

Interconnection Customer Signature

Date

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



*Minnesota Municipal Power Agency's 5 kW Hometown
Solar
Olivia, MN*

INTERCONNECTION PROCESS

System Impact Study Agreement

ABSTRACT

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

System Impact Study Agreement

THIS AGREEMENT is made and entered into this ____ day of _____ 20__ by and between _____, (“Interconnection Customer”), and Mora Municipal Utilities, a municipal utility existing under the laws of the State of Minnesota, (“Area EPS Operator”). Interconnection Customer and Area EPS Operator each may be referred to as a “Party,” or collectively as the “Parties.”

RECITALS

WHEREAS, the Interconnection Customer is proposing to develop a Distributed Energy Resource (DER) or generating capacity addition to an existing DER consistent with the Interconnection Application completed by the Interconnection Customer on _____ (date); and

WHEREAS, the Interconnection Customer desires to interconnect the DER with the Area EPS Operator’s Electric System; S

WHEREAS, the Interconnection Customer has requested the Area EPS Operator to perform a System Impact Study to assess the impact of interconnecting the DER with the Area EPS Operator’s Electric System, and potential Affected System(s);

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

1. When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated, or the meanings specified, in the Municipal Minnesota Distributed Energy Resources Interconnection Process (M-MIP).
2. The Interconnection Customer elects and the Area EPS Operator shall cause to be performed a System Impact Study consistent with the M-MIP. The scope of a System

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

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

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

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

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

11. Governing Law, Regulatory Authority, and Rules

The validity, interpretation and enforcement of this Agreement and each of its provisions, shall be governed by the laws of the State of Minnesota. This Agreement is subject to all Applicable Laws and Regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.

12. Amendment

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

13. No Third-Party Beneficiaries

This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.

14. Waiver

14.1. The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement, will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

14.2. Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this Agreement. Termination or default of this Agreement for any reason by the

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

15. Multiple Counterparts

This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

16. No Partnership

This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties, or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

17. Severability

If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority, (1) such portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore, insofar as practicable, the benefits to each Party that were affected by such ruling, and (3) the remainder of this Agreement shall remain in full force and effect.

18. Subcontractors

18.1. Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement, in

providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.

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

18.3. The obligations under this article will not be limited in any way by any limitation of subcontractor's insurance.

19. Inclusion of Area EPS Operator Tariffs and Rules

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

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

Mora Municipal Utilities

[Insert Name of Interconnection Customer]

(Signature)

(Signature)

(Title)

(Title)

Attachment A

Assumptions Used in Conducting the System Impact Study

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

- 1) Designation of Point of Common Coupling and configuration to be studied.
- 2) Designation of alternative Points of DER Interconnection and configuration.

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

Additional DER Technical Data Required for System Impact Study

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

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

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



*Minnesota Municipal Power Agency's 7 MW Buffalo Solar
Buffalo, MN*

INTERCONNECTION PROCESS

Facility Study Agreement

ABSTRACT

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

Facilities Study Agreement

THIS AGREEMENT is made and entered into this ____ day of _____ 20__ by and between _____, (“Interconnection Customer”), and Mora Municipal Utilities, a municipal utility existing under the laws of the State of Minnesota, (“Area EPS Operator”). Interconnection Customer and Area EPS Operator each may be referred to as a “Party,” or collectively as the “Parties.”

RECITALS

WHEREAS, the Interconnection Customer is proposing to develop a Distributed Energy Resource (DER) or generating capacity addition to an existing DER consistent with the Interconnection Application completed by the Interconnection Customer on _____ (date); and

WHEREAS, the Interconnection Customer desires to interconnect the DER with the Area EPS Operator’s Electric System;

WHEREAS, the Area EPS Operator has completed Initial Review, Supplemental Review, and/or a System Impact Study, and provided the results of said review to the Interconnection Customer, or determined none was required; and

WHEREAS, the Interconnection Customer has requested the Area EPS Operator to perform a Facilities Study(s) to specify, and estimate the cost of, the equipment, engineering, procurement and construction work, needed to implement the conclusions of the above noted review in accordance with Good Utility Practice, to physically and electrically connect the DER with the Area EPS Operator’s distribution system.

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

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

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

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

8. Governing Law, Regulatory Authority, and Rules

The validity, interpretation and enforcement of this Agreement and each of its provisions, shall be governed by the laws of the State of Minnesota. This Agreement is subject to all Applicable Laws and Regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.

9. Amendment

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

10. No Third-Party Beneficiaries

This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.

11. Waiver

11.1. The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement, will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

11.2. Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this Agreement. Termination or default of this Agreement for any reason by the Interconnection Customer, shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an

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

12. Multiple Counterparts

This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

13. No Partnership

This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties, or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

14. Severability

If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority, (1) such portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore, insofar as practicable, the benefits to each Party that were affected by such ruling, and (3) the remainder of this Agreement shall remain in full force and effect.

15. Subcontractors

15.1. Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement, in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.

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

15.3. The obligations under this article will not be limited in any way by any limitation of subcontractor's insurance.

16. Inclusion of Area EPS Operator Tariffs and Rules

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

17. Data to be Provide by Interconnection Customer with Facilities Agreement

17.1. The Interconnection Customer shall be available to meet on site with the Area EPS Operator within five (5) Business Days of signing the Facilities Study Agreement. The personnel furnished by the Interconnection Customer for this site visit shall bring

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

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

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

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

Mora Municipal Utilities _____	[Insert Name of Interconnection Customer] _____
_____ (Signature)	_____ (Signature)
_____ (Title)	_____ (Title)

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

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



*Minnesota Municipal Power Agency Oak Glen Wind
Turbine
Blooming Prairie, MN*

INTERCONNECTION PROCESS

Transmission System Study Impact Agreement

ABSTRACT

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

Transmission System Impact Study Agreement

THIS AGREEMENT is made and entered into this ____ day of _____ 20__ by and between _____, (“Interconnection Customer”), and Mora Municipal Utilities, a municipal utility existing under the laws of the State of Minnesota, (“Area EPS Operator”), and _____, a transmission system owner existing under the laws of the State of Minnesota, (“Transmission Provider”). Interconnection Customer, Area EPS Operator and Transmission Provider each may be referred to as a “Party,” or collectively as the “Parties.”

RECITALS

WHEREAS, the Interconnection Customer is proposing to develop a Distributed Energy Resource or generating capacity addition to an existing DER, (in either case referred to herein as a “DER”), interconnected to the Area EPS Operator’s Electric System, as described in the Interconnection Application completed by the Interconnection Customer and submitted to the Area EPS Operator on _____; and

WHEREAS, the Interconnection Customer has requested the Area EPS Operator to work with the Transmission Provider to perform a Transmission System Impact Study to assess the impact on the Transmission Provider’s electric transmission system of interconnecting the DER with the Area EPS Operator’s Electric System, and to determine if there are potential Affected System(s) in addition to the Transmission Provider’s electric transmission system;

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

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

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

6. If the Transmission Provider determines there are any potential Affected System(s), the Affected System(s) will be asked to participate in or review/comment on the Transmission System Impact Study. The Affected System(s) will be entitled to determine in their sole discretion the extent of their participation or review/comment, and will be entitled to apply their respective Local Planning Criteria. The Transmission Provider will inform the Interconnection Customer of the estimated cost of the Affected System's participation in or review/comment on the Transmission System Impact Study.
7. The Transmission System Impact Study will be scheduled for completion taking in consideration for prior-queued projects in the applicable bulk transmission generation interconnection queue or Transmission Provider's generation interconnection queue. The Transmission Provider and/or the Area EPS Operator shall notify the Interconnection Customer if such condition exists.
8. The Area EPS Operator and/or the Transmission Provider shall provide an estimate of the cost of the Transmission System Impact Study to the Interconnection Customer. At the time that the Interconnection Customer executes this Agreement, the Interconnection Customer shall provide a deposit of the estimated cost(s) of the

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

9. The Interconnection Customer shall be responsible for the actual costs incurred by the Area EPS Operator and/or the Transmission Provider to perform the Transmission System Impact Study. An invoice documenting the actual costs shall be sent by the Area EPS Operator and/or Transmission Provider to the Interconnection Customer within twenty (20) Business Days after the study is completed and delivered.
10. The Interconnection Customer shall pay the invoice amount less the deposit amount, within twenty (20) Business Days, on receipt of the invoice. If the deposit exceeds the actual cost of the study, the Transmission Provider shall refund such excess amount within twenty (20) Business Days of the date of the invoice.
11. **Governing Law, Regulatory Authority, and Rules**
The validity, interpretation and enforcement of this Agreement and each of its provisions, shall be governed by the laws of the State of Minnesota. This Agreement is subject to all Applicable Laws and Regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.
12. **Amendment**
The Parties may amend this Agreement by a written instrument duly executed by both Parties.
13. **No Third-Party Beneficiaries**
This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities

other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.

14. Waiver

14.1. The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement, will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

14.2. Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this Agreement. Termination or default of this Agreement for any reason by the Interconnection Customer, shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from the Area EPS Operator. Any waiver of this Agreement shall, if requested, be provided in writing.

15. Multiple Counterparts

This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

16. No Partnership

This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties, or to impose any partnership obligation or partnership liability upon a Party. No Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, any other Party.

17. Severability

If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other

Governmental Authority, (1) such portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore, insofar as practicable, the benefits to each Party that were affected by such ruling, and (3) the remainder of this Agreement shall remain in full force and effect.

18. Subcontractors

18.1. Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement, in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.

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

18.3. The obligations under this article will not be limited in any way by any limitation of subcontractor's insurance.

19. Inclusion of Area EPS Operator Tariffs and Rules

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

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

Mora Municipal Utilities	[Insert Name of Interconnection Customer]
_____	_____
(Signature)	(Signature)
_____	_____
(Title)	(Title)
[Insert Name of Transmission Provider]	

(Signature)	

(Title)	

Attachment A

Assumptions Used in Conducting the Transmission System Impact Study

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

- 1) Designation of Point of Common Coupling and configuration to be studied.
- 2) Designation of alternative Points of DER Interconnection and configuration.

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

Additional DER Technical Data Required for Transmission System Impact Study

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

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

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