

**Municipal Minnesota
Interconnection Process (M-MIP)**

UNIFORM CONTRACT

Interconnection agreement for DER systems of up to 100 kW

**UNIFORM CONTRACT FOR INTERCONNECTING QUALIFYING FACILITY DER SYSTEMS
WITH CAPACITY RATINGS OF UP TO 100 KW**

THIS CONTRACT is made and entered into this _____ day of _____ 20__ by and between _____, a municipal utility existing under the laws of the State of Minnesota, (hereafter called "Utility") and _____, an electric service recipient named on a service account of Utility (hereafter called "Interconnecting Customer"). Interconnecting Customer and Utility each may be referred to as a "Party," or collectively as the "Parties."

See Utility's Rules Governing the Interconnection of Cogeneration and Small Power Production Facilities for details about terms used in this document.

This Contract addresses the interconnection of the Distributed Energy Resource ("DER") system of the Interconnecting Customer as described directly below.

DER System Information

Application Number: _____

Type of DER System: _____

Qualifying Facility: _____

Nameplate Rating of System (AC): _____

Capacity Rating of System (AC): _____

Export Capacity of System (AC): _____

Address of DER System: _____

In consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. Other Agreements. Nothing in this Contract is intended to affect any other agreement between the Utility and the Interconnecting Customer.

2. Obligation to Interconnect. The Utility is obligated under federal and Minnesota law to interconnect the Interconnecting Customer's DER system that is classified as a Qualifying Facility and satisfies the conditions established in the Code of Federal Regulations, title 18, part 292 and to purchase electricity offered for sale by the Interconnecting Customer from its Qualifying Facility DER system.

3. Compliance of Obligations. The Parties shall perform all obligations of this Contract in accordance with the Utility's Rules for Cogeneration and Small Power Production, the interconnection process adopted by the Utility, the Minnesota Technical Interconnection and Interoperability Requirements, and the Utility's established technical requirements.

4. Interconnection Costs. The Interconnecting Customer is responsible for the actual, reasonable costs to interconnect the DER to the Utility's distribution system. The interconnection costs are estimated to be _____. The Interconnecting Customer will pay the Utility in this way:

5. Effective Date. This Contract becomes effective as soon as it is signed by the Interconnecting Customer and the Utility. This Contract will remain in force until either the Interconnecting Customer or the Utility gives written notice to the other that the Contract is canceled. This Contract will be canceled thirty (30) days after notice is given. If the listed DER system is not interconnected to the Utility's distribution system within twelve months of the Contract being signed by the Interconnecting Customer and the Utility, the Contract terminates. The Interconnecting Customer and the Utility may delay termination by mutual agreement.

6. Energy Sales. The Utility will sell electricity to the Interconnecting Customer under the rate schedule in effect for the customer class to which the Interconnecting Customer belongs.

7. Energy Purchase. The Utility shall purchase any energy that reaches the Utility distribution system from a DER System that is classified as a Qualifying Facility. The Utility will buy electricity from the Interconnecting Customer under the appropriate Utility rate schedule. Purchase of excess energy produced by the DER system shall not occur until the DER system has been inspected and commissioned by the Utility. The Interconnecting Customer elects the rate schedule category indicated here:

Available to DER systems with Capacity Rating less than 40 kW:

- a. ____ Average retail utility energy rate.
- b. ____ Roll-over credits.
- c. ____ Time-of-day purchase rates.

Available to DER systems with Capacity Rating of 100 kW or less:

- d. ____ Time-of-day purchase rates.
8. Rate Changes. The rates for sales and purchases of electricity may change over the time this Contract is in force, due to actions of the Utility and requirements of governing law. The Interconnecting Customer and the Utility agree that sales and purchases will be made under the rates in effect each month during the time this Contract is in force.
9. Method of Payment. The Utility will compute the charges and payments for purchases and sales for each billing period. Any net credit to the Interconnecting Customer, other than kilowatt-hour credits under clause 7(b), will be made under one of the following options as chosen by the Interconnecting Customer.
- a. ____ Credit to the Interconnecting Customer's account with the Utility.
 - b. ____ Paid by check or electronic payment service to the Interconnecting Customer within fifteen (15) days of the billing date.
10. Renewable Energy Credits. Renewable energy credits associated with generation from the Qualifying Facility DER system are owned by:
_____.
11. Insurance. For the duration of the operation of the DER system, the Interconnecting Customer will keep in force general liability insurance, from a qualified insurance agency with a B+ or better rating by "Best", against personal or property damage due to the installation, interconnection, and operation of its DER system. The amount of insurance coverage will be \$ _____.
12. Compliant Operation. The Interconnecting Customer must operate its DER system within the rules, regulations, and policies adopted by the Utility.
13. Utility Rules. The Utility's rules governing cogeneration and small power production apply to this contract and must be consistent with the rules adopted by the Minnesota Public Utilities Commission under Minnesota Statutes §216B.164, subdivisions 6 and 9.
14. Technical Compliance. The Interconnecting Customer will operate their DER system so that it conforms to the national, state, and local electric and safety codes, and will be responsible for the costs of conformance.
15. Right of Access. The Interconnecting Customer will give the Utility reasonable access to its property and the DER system if the configuration of the DER system does not permit

disconnection or testing from the Utility's side of the interconnection. If the Utility enters the Interconnecting Customer's property, the Utility will remain responsible for its personnel.

16. Emergency Disconnection. The Utility may stop providing electricity to the Interconnecting Customer during a system emergency. The Utility will not discriminate against the Interconnecting Customer when it stops providing electricity or when it resumes providing electricity.

17. Temporary Disconnection. The Utility may stop purchasing electricity from the Interconnecting Customer when necessary for the Utility to construct, install, maintain, repair, replace, remove, investigate, or inspect any equipment or facilities within its electric system. The Utility may stop purchasing electricity from the Interconnecting Customer in the event the DER system listed in this Contract is documented to be causing power quality, safety or reliability issues to the Utility's electric distribution system. The Utility will notify the Interconnecting Customer before it stops purchasing electricity in this way:

18. Modification to Contract. This Contract can only be amended or modified by mutual agreement in writing signed by the Interconnecting Customer and the Utility.

19. Modification of the DER System. The Interconnecting Customer must notify the Utility prior to any change in the DER system's Nameplate Rating, Capacity Rating, Export Capacity or DER technology according to the interconnection process adopted by the Utility.

20. Termination of Contract. Termination of this Contract is allowed (i) by the Interconnecting Customer at any time without restriction; (ii) by mutual agreement between the Utility and the Interconnecting Customer; (iii) upon abandonment or removal of the DER system by the Interconnecting Customer; (iv) due to failure of the DER system to operate during any twelve (12) consecutive month period; (v) by the Utility if the Interconnecting Customer fails to comply with applicable interconnection design requirements or fails to remedy a violation of the interconnection process; or (vii) due to a breach of this Contract by Interconnecting Customer unless otherwise cured upon written notice of the Utility.

21. Disconnection. In the event this Contract is terminated, the Utility shall have the right to disconnect its facilities or direct the Interconnecting Customer to disconnect the DER system.

22. Continuation. This Contract shall continue in effect after termination to the extent necessary to allow either Party to fulfill rights or obligations that arose under the Contract.
23. Assignment Prohibited. This Contract may not be assigned by either Party. Transfer of ownership of the DER system shall require the new owners and the Utility to execute a new Contract. Upon the execution of a new Contract with the new owners this Contract shall be terminated.
24. Disputes. The Interconnecting Customer and Utility agree to attempt to resolve all disputes arising hereunder promptly, equitably, and in good faith. However, either party may petition the municipal utility's governing body for dispute resolution.
25. Default. Neither the Interconnecting Customer nor the Utility will be considered in default as to any obligation if the Interconnecting Customer or the Utility is prevented from fulfilling the obligation due to an act of God, labor disturbance, act of public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, an order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or other cause beyond the Interconnecting Customer's or Utility's control. However, the Interconnecting Customer or Utility whose performance under this Contract is hindered by such an event shall make all reasonable efforts to perform its obligations.
26. Indemnity. The Interconnecting Customer and the Utility shall at all times indemnify, defend, and save each other harmless from any and all damages, losses, claims, including claims and actions relating to injury or death of any person or damage to property, costs and expenses, reasonable attorneys' fees and court costs, arising out of or resulting from the Interconnecting Customer's or the Utility'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 Interconnecting Customer or the Utility.
27. Limitation of Liability. The Interconnecting Customer's and the Utility's liability to each other for failure to perform obligations under this Contract shall be limited to the amount of direct damage actually occurred. In no event shall the Interconnecting Customer or the Utility be liable to each other for any punitive, incidental, indirect, special, or consequential damages of any kind whatsoever, including for loss of business opportunity or profits, regardless of whether such damages were foreseen.

28. Non-Warranty. The Utility does not give any warranty, expressed or implied, to the adequacy, safety, or other characteristics of the Interconnecting Customer's interconnected system.

29. Acts or Omissions. The Utility and the Interconnecting Customer will each be responsible for their own acts or omissions and the results thereof to the extent authorized by law and shall not be responsible for the acts or omissions of any others and the results thereof.

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

FOR INTERCONNECTING CUSTOMER:

Signature _____

Date _____

FOR UTILITY:

Signature _____

Date _____

Contract Version: 2026