



414 Nicollet Mall
Minneapolis, MN 55401

**PUBLIC DOCUMENT –
THIRD PARTY CONFIDENTIAL TRADE SECRET DATA EXCISED**

September 11, 2015

—Via Electronic Filing—

Daniel P. Wolf
Executive Secretary
Minnesota Public Utilities Commission
121 7th Place East, Suite 350
St. Paul, MN 55101

RE: RESPONSE TO MPUC INFORMAL INFORMATION REQUEST NOS. 2, 3,
4 PUBLIC, 5 AND 6
COMMUNITY SOLAR GARDENS
DOCKET NO. E002/M-13-867

Dear Mr. Wolf:

Enclosed please find our responses to the referenced informal Minnesota Public Utilities Commission information requests in the above-noted docket.

Please note, IR No. 4 contains trade secret information. Specific developer information is marked Trade Secret pursuant to Minnesota Statute §13.37, sub. 1 (b)., as the specific information derives independent economic value, actual or potential, to Xcel Energy, its customers, suppliers, and competitors, from not being generally known to, and not being readily ascertainable by proper means by providing valuable information not otherwise readily ascertainable and from which could be obtained economic value.

Please call me at (612) 337-2268 if you have any questions regarding this submission.

Sincerely,

Amber R. Hedlund
Regulatory Case Specialist

Enclosures
c: Service List

- Non Public Document – Contains Trade Secret Data
- Public Document – Trade Secret Data Excised
- Public Document

Xcel Energy

Docket No.: E002/M-13-867

Response To: Public Utilities Commission Informal Information Request No. 2

Requestor: Susan Mackenzie

Date Received: September 3, 2015

Question:

Please identify which fees and deposits will be refunded as Xcel cancels projects over 5 MW from the CSG program and explain how refunds will be made, under what conditions (timing and other) if any, and whether they will be refunded with interest

Response:

To the extent to which applications are withdrawn or cancelled in order to resize co-located projects in compliance with the 5 MW_{AC} co-location limit, Xcel Energy will refund each Solar*Rewards Community program application fee, each Generation Interconnection Application Fee, and each Solar*Rewards Community deposit. The deposit will be refunded with interest.

The Company has 30 days in which to provide refunds for projects either withdrawn or cancelled as defined by the Company's Electric Rate Book, Section 9 Sheet 66.

Preparer: Jessica Peterson
Title: Sr. Regulatory Analyst
Department: Customer Solutions
Telephone: 612.330.6850
Date: September 11, 2015

- Non Public Document – Contains Trade Secret Data
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- Public Document

Xcel Energy

Docket No.: E002/M-13-867

Response To: Public Utilities Commission Informal Information Request No. 3

Requestor: Susan Mackenzie

Date Received: September 3, 2015

Question:

Please note where in the CSG tariff sheets (Section 9) the fee or deposit is described, and if not described in Section 9 of the tariffs, please note where the fee or deposit is defined or explained.

Response:

Fees and deposits are defined within our Section 9 and Section 10 Tariffs. Below we have identified the fees included for the Solar*Rewards Community (S*RC) program. Additionally, we note that these are detailed in the current process and structure and may vary as the Company prepares to adjusted tariff language as a result of the Commission’s August 6, 2015 Order.

We have bolded fees that are subject to refunds based on withdrawal or cancellation of projects adjusting to comply with the 5MW_{AC} co-location requirement.

- **S*RC Application Fee:** Prior to the Company processing the application, the Garden Operator must submit an application fee of \$1,200 to the Company. Details can be found in the Company’s Electric Rate Book, Section 6, Sheet 66 and Sheet 77.
- **S*RC Deposit:** The Garden Operator must submit a deposit of an amount equal to \$100/kW to the Company. This deposit is submitted by check or wire transfer. The Company has 30 days in which to refund this fee after either the project is completed or the date in which the Garden Operator informs the Company that it will no longer pursue completion of the project. See Section 9, Sheet 66 and Sheet 77 for further details.
- **Participation Fee:** Each year, the Community Solar Garden Operator will submit a participation fee of \$300 to the Company for ongoing costs incurred

of administering the Solar*Rewards Community Program. See Section 9, Sheet 77 for details.

- **Generation Interconnection Application Fee:** This fee varies by project size as detailed in the Company's Electric Rate Book, Section 10, Sheet 93.
- **Generation Interconnection Engineering Study Fees:** Firm cost estimates for the Interconnection Engineering Study Fees for Solar*Rewards Community projects (extended parallel, non-pre-certified) >500 kW will be given at the time of preliminary review and based on application. See Section 10, Sheet 93, for details. These are the studies in steps 3-4 of the Section 10 tariff.
- **Cost estimate and payment schedule:** This is part of Step 5 of the Section 10 tariff, at tariff sheet 96. The authorization for these fees for extended parallel, non-pre-certified, are part of the provisions in Section 10, Sheet 93.
- **1/3 of estimated costs of facilities** installed by the Company for the interconnection of the Generation System, with letter of credit for the remainder due in order for the Company to sign the Interconnection Agreement. Section 10, Sheet 117.
- **1/3 of the estimated costs of facilities** installed by the Company for the interconnection of the Generation System due prior to initial energization of the Generation System with the Company. Section 10, Sheet 117.
- **Remainder of actual costs of facilities** installed by the Company for the interconnection of the Generation System due within 30 days from the date the bill is mailed by the Company after project completion. Section 10, Sheet 117.

Preparer: Jessica Peterson
Title: Sr. Regulatory Analyst
Department: Customer Solutions
Telephone: 612.330.6850
Date: September 11, 2015

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Xcel Energy

Docket No.: E002/M-13-867

Response To: Public Utilities Commission Informal Information 4
Request No.

Requestor: Susan Mackenzie

Date Received: September 3, 2015

Question:

Please itemize and explain each fee or deposit paid to Xcel by Sunrise Energy Ventures, LLC (Sunrise) as part of Sunrise’s participation in Xcel’s Community Solar Garden (CSG) program. Please identify which fees and deposits paid by Sunrise will be refunded to Sunrise as Xcel cancels projects over 5 MW from the CSG program, and under what conditions.

Response:

Please see Trade Secret Attachment A to this response outlining Sunrise Energy Ventures, LLC applications itemized with fees paid to Xcel Energy. We have noted those co-located applications which we believe will need to be removed from the system in order to adhere to the 5 MW_{AC} co-location limit.

Once these have been canceled or withdrawn, we will refund the deposit with interest, Solar*Rewards Community application fee, and Interconnection application fee. Please see Informal IR-002 for further information regarding refunds.

[THIRD-PARTY CONFIDENTIAL TRADE SECRET BEGINS

THIRD-PARTY CONFIDENTIAL TRADE SECRET ENDS]

Specific developer information is marked Trade Secret pursuant to Minnesota Statute §13.37, sub. 1 (b)., as the specific information derives independent economic value, actual or potential, to Xcel Energy, its customers, suppliers, and competitors, from not being generally know to, and not being readily ascertainable by proper means by providing valuable information not otherwise readily ascertainable and from which could be obtained economic value.

**PUBLIC DOCUMENT –
THIRD PARTY CONFIDENTIAL TRADE SECRET DATA EXCISED**

Preparer: Kevin Cray
Title: Product Manager
Department: Customer Solutions
Telephone: 303.571.6437
Date: September 11, 2015

- Non Public Document – Contains Trade Secret Data
- Public Document – Trade Secret Data Excised
- Public Document

Xcel Energy

Docket No.: E002/M-13-867

Response To: Public Utilities Commission Informal Information Request No. 5

Requestor: Susan Mackenzie

Date Received: September 4, 2015

Question:

Please provide a description of each step in the CSG application process in which the applicant or the Company signs a document or agrees to specific conditions.

Please describe the purpose of each step listed above and attach a copy or provide a link to the form, contract or agreement that requires a signature from either the applicant or the Company.

Response:

The Company provides descriptions of each step in the Solar*Rewards Community program along with links in Attachment A.

We have additionally provided electronic copies of further documentation in Attachments B – F.

Preparer: Kevin Cray

Title: Product Manager

Department: Customer Solutions

Telephone: 303.571.6437

Date: September 11, 2015

Solar*Rewards Community Process Steps

Step	Agreement	Parties	Details	Link or Attachment
1	Deposit	Developer	Developer signs deposit form and agrees to details.	http://www.xcelenergy.com/staticfiles/xcel/Marketing/Files/MN-SRC-Deposit-Form.pdf
1	Application Fee	Developer	Developer signs Application fee form and agrees to details	See Attachment A
2-3	Generation Interconnection Application Fee	Developer	Signs form and agrees to details for review for completeness study	http://www.xcelenergy.com/staticfiles/xcel/Marketing/Files/MN-SRC-Generation-Interconnection-Application-Fee-Form.pdf
3	Reservation Letter	Developer	Agrees to terms on letter once application is reviewed for completeness	http://www.xcelenergy.com/staticfiles/xcel/Marketing/Files/MN-SRC-Reservation-%20Letter.pdf
3	Study SOW	Developer	Developer agrees to interconnection study fee cost and proposed study timeframe & signs form	See Attachment C
3	Study SOW	Xcel Energy	Acknowledges the scope of work and agrees to perform in timeframe once payment is received	See Attachment C
3	Interconnection Cost Estimate & Line of Credit	Developer	Agrees to cost and timeframe for interconnection study, signs form	See Attachment D & E
3	Interconnection Cost Estimate & Line of Credit	Xcel Energy	Agrees to cost and timeframe for interconnection study, signs form	See Attachment D & E
4-5	Interconnection Agreement	Developer	Agrees to IA terms including project specific requirements listed in exhibits D & E	See Attachment F
4-5	Interconnection Agreement	Xcel Energy	Agrees to IA terms including project specific requirements listed in exhibits D & E	See Attachment F
4-5	Standard SRC Contract	Developer	Agrees to SRC Contract Terms	http://www.xcelenergy.com/staticfiles/xcel/Marketing/Files/MN-SRC-Standard-Contract.pdf
4-5	Standard SRC Contract	Xcel Energy	Agrees to SRC Contract Terms	http://www.xcelenergy.com/staticfiles/xcel/Marketing/Files/MN-SRC-Standard-Contract.pdf

Garden Id: XXXX

S*RC MN Application Fee Form

Garden Operator Name:
Garden Operator Address:
Application Fee Amount: \$1,200
System Size: kW DC
Rated AC Output: kW
Date:

The undersigned Garden Operator states that it is making a payment for the application fee in the above amount with Xcel Energy in association with its application under the Solar*Rewards Community program in the manner described below:

Amount wired to Xcel Energy (wire transfer only- attach copy of the wire transfer receipt)

Check written to Xcel Energy (attach copy of check)

The application fee is not refundable.

Applicant:

Garden Operator Name
Printed _____

Garden Operator Signature _____ Date
____/____/____

This form must be uploaded to the Solar*Rewards Community online application system. The fee must be received by Xcel Energy on or before the system access date identified above. Failure to comply with this deadline will result in rejection of the application. If remitting by check, payment must be sent either via overnight courier or via U.S. Mail, first class, and postmarked within five business days of the system access date listed above.

The Garden Operator must sign this form whether or not it is the system owner.

The Solar Garden ID must be included on wire transfer slip (RFB or OBI line) or check.

To be accepted, the Deposit shall be remitted to the following:

If by wire transfer:

Bank: Wells Fargo Bank, N.A.
City/State: San Francisco, CA
Routing/ABA: [REDACTED]
Acct No: [REDACTED]
Acct Name: [REDACTED]

If by postmarked mail:

Xcel Energy
Customer Receivables Solar*Rewards Community MN
P.O. Box 59
Minneapolis, MN 55440-0059



Statement of Work Requested

Date: April 16, 2015

Work Requested By: _____
Work to be at: _____
Address: _____
Project/Site Name: _____
Account # _____ Premise # _____

CONSISTING OF:

\$22,000.00 fee to perform Engineering Studies for _____ 1MW Solar Rewards Community systems proposed by _____ to be located at _____

Initial study scope will identify potential Distribution, Substation, and Transmission system and operational issues and limitations associated with the proposed installation and operation of up to _____ 1MW Systems to be connected to the _____ KV feeder line approximately _____ miles from _____ Substation.

Study includes: prepare steady-state model for minimum and maximum loads, develop accurate power flow models, develop model impedances and loads from generation site to the transmission system, identify substation and feeder loading and voltage profile issues, identify system deficiencies and required mitigations, review grounding system calculations, and evaluate Substation impact, metering, protection, telemetry, communication, and breaker short circuit limits.

Additional costs and studies may follow afterwards, depending upon study results. This includes, but is not limited to, studies to determine costs of required system upgrades and modifications, review grounding requirements, system protection review, telemetry, transfer trip, and other items as identified. Other additional costs and services may be due to suspension of project, changes to project scope, delays in customer provided information, delays to proceed with construction, or changes to the electric distribution system including loads or other distributed generation systems.

Please note that payment and detailed drawings must submitted within 30 days. If 30 days expire, it will result in a resubmission of the application and application process requirements.

Other additional costs and services may be due to suspension of project, changes to project scope, delays in customer provided information, delays to proceed with construction, or changes to the electric distribution system including loads or other distributed generation systems.

Please returned signed copy of this Statement of Work (SOW), Completed Appendix C, and full payment directly to:
Xcel Energy, attention: Bode Falade 5309 W 70th St, Edina MN

The facilities installed or removed by the Company shall be the property of the Company and any payment by customer shall not entitle customer to any ownership interest or right therein.
The undersigned hereby requests and authorizes Northern States Power Company, d/b/a Xcel Energy to do the work described above, and in consideration thereof, agrees to pay

Twenty-Two Thousand dollars (\$ 22,000)
Credit Approval

In accordance with the following terms: _____
Full payment required prior to start of study.

Receipt of the above amount hereby acknowledged on behalf of Xcel Energy by

XCEL ENERGY Customer _____
By _____

FOR XCEL ENERGY USE

Xcel Rep. _____ Division STP Xcel Energy Proj. No. _____
Const. \$ _____ Rem.\$ _____ Maint.\$ _____ Oper.\$ 22,000.00
Transf.\$ _____ Total \$ 22,000.00



STATEMENT OF WORK REQUESTED

DATE: _____
WORK REQUESTED BY: _____
WORK LOCATION: _____
ADDRESS: _____

CONSISTING OF:
See attached form

The facilities installed or removed by Northern States Power Company, a Minnesota corporation ("Xcel Energy" or the "Company") shall be the property of the Company and any payment by customer shall not entitle customer to any ownership interest or right therein. Customer's and Company's rights and obligations with respect to the facilities and services provided through the facilities are subject to additional terms and conditions as provided in the General Rules and Regulations and/or in the Rate Schedules of Xcel Energy's Electric Rate Book for customer's specific service, as they now exist or may hereafter be changed, on file with the state regulatory commission in the state where service is provided.

The undersigned hereby requests and authorizes Northern States Power Company, a Minnesota corporation ("Xcel Energy") to do the work described above, and in consideration thereof, agrees to pay (\$ _____) in accordance with the following terms:
Payment required to move forward with design and construction for Solar Garden

Receipt of the above amount hereby acknowledged on behalf of the Company by _____ 0

Northern States Power Company, _____ Customer
a Minnesota corporation ("Xcel Energy")

Print Full Name and Title _____ Print Full Name and Title (if applicable)

Signature _____ Signature

FOR XCEL ENERGY USE
Xcel Energy Representative _____ Xcel Energy Work Order # _____

Construction \$ _____ Removal \$ _____ Total \$ _____



Statement of Work Requested

Date: [Redacted]

Work Requested By: [Redacted]

Work Location: [Redacted]

Address: [Redacted]

Project/Site Name: [Redacted]

Account # [Redacted] Premise # [Redacted]

CONSISTING OF:

[Redacted]

See attached documentation for details and requirements identified by the engineering studies.

Please returned signed copy of this Statement of Work (SOW), along with full payment directly to:

Xcel Energy, attention: [Redacted], Xcel Energy 5309 W. 70th St., Edina, MN 55439 alan.m.urban@xcelenergy.com

FORM OF LETTER OF CREDIT

LETTERHEAD OF ISSUING BANK

Areas to be filled in indicated in blue highlight,
no information should be filled in Exhibits A and C
at the time of issuance of the Letter of Credit

Irrevocable Standby Letter of Credit
No.: [Issuer to fill in]

Date of Issuance: [Issuer to fill in], 20__
Initial Expiration Date: [Issuer to fill in - but
must be at least 12 months after date of
issuance]

Beneficiary: Northern States Power
Company, a Minnesota corporation

Applicant: [Issuer to fill in]

Address for Beneficiary:
Xcel Energy
Risk Strategy and Control
1800 Larimer, 13th Floor
Denver, CO 80202

As the issuing bank (“Issuer”), we, [Name of Issuing Bank], hereby establish this irrevocable Standby Letter of Credit No. [Issuer to fill in] (this “Letter of Credit”) in favor of the above-named beneficiary (“Beneficiary”) for the account of the above-named applicant (“Applicant”) in the total aggregate amount of USD \$ [Issuer to fill in, but Xcel Energy to inform Applicant of dollar amount needed] (U.S. Dollars).

Beneficiary may draw all or any portion of this Letter of Credit at any time and from time to time and Issuer will make funds immediately available to Beneficiary upon presentation of Beneficiary’s draft(s) at sight in the form attached hereto as Exhibit A (“Sight Draft”), drawn on Issuer and accompanied by this Letter of Credit. All Sight Draft(s) must be signed on behalf of Beneficiary, and signator must indicate his or her title or other official capacity. No other documents will be required to be presented. Issuer will effect payment under this Letter of Credit within 24 hours after presentment of the Sight Draft(s). Payment shall be made in U.S. Dollars with Issuer’s own funds in immediately available funds.

Issuer will honor any Sight Draft(s) presented in compliance with the terms of this Letter of Credit at the Issuer’s letterhead office, the office located at [Issuer to fill in], or any other full service office of the Issuer on or before the above stated expiration date, as such expiration date may be extended hereunder. Partial and multiple draws and presentations are permitted on any number of occasions, subject to the limitations in the following paragraph. Following any partial draw, Issuer will endorse this Letter of Credit and return the original to Beneficiary.

Issuer acknowledges that this Letter of Credit is issued pursuant to the provisions of those certain Interconnection Agreements between the Beneficiary and the affiliates of the Applicant set forth on

Exhibit B hereto (each as may have been or may be amended from time to time, an “IA” and collectively the “IAs”). Notwithstanding any reference in this Letter of Credit to an IA or any other documents, instruments or agreements, or references in any IA or any other documents, instruments or agreements to this Letter of Credit, this Letter of Credit contains the entire agreement between Beneficiary and Issuer relating to the obligations of Issuer hereunder. Issuer acknowledges and agrees that (i) this Letter of Credit has been issued in an aggregate amount to comply with the individual security requirements of each individual IA, (ii) the obligations of each affiliate of Applicant under its corresponding IA are several and separate from the obligations of the other affiliates of Applicant under the other IAs, and (iii) with respect to any individual affiliate of Applicant and its corresponding IA, Beneficiary shall only be entitled to draws hereunder up to the corresponding maximum amount for such affiliate and IA as set forth on Exhibit B hereto.

This Letter of Credit will be automatically extended each year without amendment for a period of one year from the expiration date hereof, as extended, unless at least thirty (30) days prior to the expiration date, Issuer notifies Beneficiary by registered mail or overnight courier that it elects not to extend this Letter of Credit for such additional period. Notice of non-extension will be given by Issuer to Beneficiary at Beneficiary’s address set forth herein or at such other address as Beneficiary may designate to Issuer in writing at Issuer’s letterhead address.

This Letter of Credit is transferable in whole or in part, and the number of transfers is unlimited. Issuer agrees that it will affect any transfers immediately upon presentation to Issuer of this Letter of Credit and all amendments (if any) and a completed written transfer request in the form attached hereto as Exhibit C. Such transfer will be effected at no cost to Beneficiary. Any transfer fees assessed by Issuer will be payable solely by Applicant, and the payment of any transfer fees will not be a condition to the validity or effectiveness of the transfer or this Letter of Credit.

Issuer waives any rights it may have, at law or otherwise, to subrogate to any claims Beneficiary may have against Applicant or Applicant may have against Beneficiary.

This Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce Publication No. 600 (the “UCP”), except to the extent that the terms hereof are inconsistent with the provisions of the UCP, including but not limited to Articles 14(B) and 36 of the UCP, in which case the terms of this Letter of Credit shall govern. With respect to Article 14(B) of the UCP, Issuer shall have a reasonable amount of time, not to exceed three (3) banking days following the date of Issuer’s receipt of documents from the Beneficiary (to the extent required herein), to examine the documents and determine whether to take up or refuse the documents and to inform Beneficiary accordingly.

In the event of an act of god, riot, civil commotion, insurrection, war or any other cause beyond Issuer’s control that interrupts Issuer’s business and causes the place for presentation of this Letter of Credit to be closed for business on the last day for presentation, the expiry date of this Letter of Credit will be automatically extended without amendment to a date thirty (30) calendar days after the place for presentation reopens for business.

ISSUER:

By: _____
AUTHORIZED SIGNATURE
Its: _____

EXHIBIT A
(TO LETTER OF CREDIT)

SIGHT DRAFT

\$ _____

At sight, pay to the order of [Name of Beneficiary to be inserted], the amount of
USD \$ _____ (_____ and 00/100ths U.S. Dollars).

Drawn under [Name of Issuer to be inserted] Standby Letter of Credit No.
_____ with respect to the following affiliate of Applicant: [Name of Project Phase
Affiliate]

Dated: _____, 20____
[Name of Beneficiary to be inserted]
By:
Its Authorized Representative
[Title or Other Official Capacity to be inserted]

To: [Name and Address of Issuer to be inserted]

EXHIBIT C
(TO LETTER OF CREDIT)

FORM OF TRANSFER REQUEST

IRREVOCABLE STANDBY LETTER OF CREDIT NO: _____

CURRENT BENEFICIARY:

APPLICANT:

TO: [NAME OF ISSUING BANK]

The undersigned, as the current "Beneficiary" of the above referenced Letter of Credit, hereby requests that you reissue the Letter of Credit in favor of the transferee named below [INSERT TRANSFEREE NAME AND ADDRESS BELOW]:

From and after the date this transfer request is delivered to the Issuer, all rights of the undersigned Beneficiary in such Letter of Credit are transferred to the transferee, and the transferee shall have the sole rights as Beneficiary thereof, including sole rights relating to any amendments, whether increases or extensions or other amendments agreed between the parties, whether now existing or hereafter made. All amendments are to be advised directly to the transferee without necessity of any consent of or notice to the undersigned transferor.

DATED: _____

[NAME OF BENEFICIARY]

[NOTARY ACKNOWLEDGMENT]

By:
Name:
Title:

[TO BE SIGNED BY A PERSON PURPORTING TO BE AN AUTHORIZED REPRESENTATIVE OF THE BENEFICIARY AND INDICATING THEIR TITLE OR OTHER OFFICIAL CAPACITY, AND ACKNOWLEDGED BY A NOTARY PUBLIC.]

Northern States Power Company, a Minnesota corporation
and wholly owned subsidiary of Xcel Energy Inc.
Minneapolis, Minnesota 55401

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

**DISTRIBUTED GENERATION STANDARD
INTERCONNECTION AND POWER PURCHASE TARIFF (Continued)**

Section No. 10
Original Sheet No. 113

APPENDIX E: Interconnection Agreement

**State of Minnesota
Proposed Interconnection Agreement**

For the Interconnection of Extended Parallel Distributed Generation Systems With Electric Utilities

This Generating System Interconnection Agreement is entered into by and between Xcel Energy, "_____" and the Interconnection Customer "_____". The Interconnection Customer and Xcel Energy 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 Xcel Energy 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 Xcel Energy. This Agreement does not authorize the Interconnection Customer to export power or constitute an agreement to purchase or wheel the Interconnection Customer's power. Other services that the Interconnection Customer may require from Xcel Energy, 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 Xcel Energy. 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 Xcel Energy 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 "State of Minnesota Distributed Generation Interconnection Requirements", a copy of which as been made available to the Interconnection Customer and incorporated and made part of this Agreement by this reference.

(Continued on Sheet No. 10-114)

Date Filed: 11-02-05 By: Cynthia L. Lesher Effective Date: 02-01-07
President and CEO of Northern States Power Company
Docket No. E002/GR-05-1428 Order Date: 09-01-06

Northern States Power Company, a Minnesota corporation
and wholly owned subsidiary of Xcel Energy Inc.
Minneapolis, Minnesota 55401

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

**DISTRIBUTED GENERATION STANDARD
INTERCONNECTION AND POWER PURCHASE TARIFF (Continued)**

Section No. 10
Original Sheet No. 114

APPENDIX E: Interconnection Agreement (Continued)

II. DEFINITIONS

- A. "Area EPS" is an electric power system (EPS) that serves Local EPS's. For the purpose of this agreement, the Xcel Energy system is the Area EPS. Note: Typically, Xcel Energy has primary access to public rights-of-way, priority crossing of property boundaries, etc.
- B. "Area EPS Operator" is the entity that operates the electric power system. For purpose of this agreement, Xcel Energy is the Are EPS Operator.
- C. "Dedicated Facilities" is the equipment that is installed due to the interconnection of the Generation System and not required to serve other Xcel Energy customers.
- D. "EPS" (Electric Power System) are facilities that deliver electric power to a load. Note: This may include generation units.
- E. "Extended Parallel" means the Generation System is designed to remain connected with Xcel Energy for an extended period of time.
- F. "Generation" is 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.
- G. "Generation Interconnection Coordinator" is the person or persons designated by Xcel Energy to provide a single point of coordination with the Applicant for the generation interconnection process.
- H. "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.
- I. "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.
- J. "Local EPS" is an electric power system (EPS) contained entirely within a single premises or group of premises.
- K. "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.

(Continued on Sheet No. 10-115)

Date Filed:	11-02-05	By: Cynthia L. Lesher	Effective Date:	02-01-07
		President and CEO of Northern States Power Company		
Docket No.	E002/GR-05-1428		Order Date:	09-01-06

Northern States Power Company, a Minnesota corporation
and wholly owned subsidiary of Xcel Energy Inc.
Minneapolis, Minnesota 55401

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

**DISTRIBUTED GENERATION STANDARD
INTERCONNECTION AND POWER PURCHASE TARIFF (Continued)**

Section No. 10
Original Sheet No. 115

APPENDIX E: Interconnection Agreement (Continued)

II. DEFINITIONS (Continued)

- L. "Point of Common Coupling" is the point where the Local EPS is connected to Xcel Energy
- M. "Point of Delivery" is 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
- N. "Technical Requirements" are the State of Minnesota 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 Xcel Energy'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 manufacturer's recommend maintenance schedule, the Technical Requirements and in accordance with this Agreement.

(Continued on Sheet No. 10-116)

Date Filed:	11-02-05	By: Cynthia L. Lesher	Effective Date:	02-01-07
		President and CEO of Northern States Power Company		
Docket No.	E002/GR-05-1428		Order Date:	09-01-06

Northern States Power Company, a Minnesota corporation
and wholly owned subsidiary of Xcel Energy Inc.
Minneapolis, Minnesota 55401

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

**DISTRIBUTED GENERATION STANDARD
INTERCONNECTION AND POWER PURCHASE TARIFF (Continued)**

Section No. 10
Original Sheet No. 116

APPENDIX E: Interconnection Agreement (Continued)

IV. RESPONSIBILITIES OF THE PARTIES (Continued)

- C) Xcel Energy 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 Xcel Energy, including, but not limited to any Dedicated Facilities attributable to the addition of the Generation System, Xcel Energy 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, Xcel Energy 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 Xcel Energy, and all costs associated with the operating and maintenance of the Dedicated Facilities, after the Generation System is operational, shall be the responsibility of Xcel Energy, unless otherwise agreed.
- c) By executing this Agreement, the Interconnection Customer grants permission for Xcel Energy 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 Xcel Energy,

(Continued on Sheet No. 10-117)

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		President and CEO of Northern States Power Company		
Docket No.	E002/GR-05-1428		Order Date:	09-01-06

Northern States Power Company, a Minnesota corporation
and wholly owned subsidiary of Xcel Energy Inc.
Minneapolis, Minnesota 55401

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

**DISTRIBUTED GENERATION STANDARD
INTERCONNECTION AND POWER PURCHASE TARIFF (Continued)**

Section No. 10
Original Sheet No. 117

APPENDIX E: Interconnection Agreement (Continued)

V. CONSTRUCTION (Continued)

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 Xcel Energy of cancellation. Upon receipt of a cancellation notice, Xcel Energy 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 Xcel Energy 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 Xcel Energy.
 - iii. Remainder of actual costs, incurred by Xcel Energy, shall be due within 30 days from the date the bill is mailed by Xcel Energy 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 Xcel Energy.)*
 - 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.

(Continued on Sheet No. 10-118)

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MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

**DISTRIBUTED GENERATION STANDARD
INTERCONNECTION AND POWER PURCHASE TARIFF (Continued)**

Section No. 10
Original Sheet No. 118

APPENDIX E: Interconnection Agreement (Continued)

VI. DOCUMENTS INCLUDED WITH THIS AGREEMENT (Continued)

- 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 Xcel Energy for the interconnection of the Generation System and a description and estimate for the final acceptance testing work to be done by Xcel Energy.
- 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 Xcel Energy 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 Xcel Energy, prior to the completion of the final acceptance testing of the Generation System by Xcel Energy. Once the Generation System is operational, then VII.A.3 applies. Upon receipt of a cancellation notice, Xcel Energy 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 Xcel Energy, unless otherwise agreed to within the Exhibit D, Operating Agreement; or

(Continued on Sheet No.10-119)

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Northern States Power Company, a Minnesota corporation
Minneapolis, Minnesota 55401

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

**DISTRIBUTED GENERATION STANDARD
INTERCONNECTION AND POWER PURCHASE TARIFF
(Continued)**

Section No. 10
1st Revised Sheet No. 119

APPENDIX E: Interconnection Agreement (Continued)

VII. TERMS AND TERMINATION

- 4) Xcel Energy 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 Xcel Energy'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 Xcel Energy's final acceptance testing of the generation system within 24 months of the date proposed under section III.A.6.

B) Upon termination of this Agreement the Generation System shall be disconnected from Xcel Energy. 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 that 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, Xcel Energy'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 electric power system safely and to provide service to its customers. If necessary for the purposes of this Agreement, the Interconnection Customer shall allow Xcel Energy access to Xcel Energy's equipment and facilities located on the premises.

(Continued on Sheet No. 10-120)

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Minneapolis, Minnesota 55401

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

**DISTRIBUTED GENERATION STANDARD
INTERCONNECTION AND POWER PURCHASE TARIFF (Continued)**

Section No. 10
Original Sheet No. 120

APPENDIX E: Interconnection Agreement (Continued)

VIII. OPERATIONAL ISSUES (Continued)

- C) Electric Service Supplied: 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 Xcel Energy.
- 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 Xcel Energy and the Interconnection Customer shall communicate and coordinate their operations, so that the normal operation of the electric power 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 electric power system. Under abnormal operations of either the Generation System or the Xcel Energy 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: Xcel Energy 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 Xcel Energy personnel; routine maintenance, repairs and modifications to the electric power system. When reasonably possible, Xcel Energy shall provide prior notice to the Interconnection Customer explaining the reason for the disconnection. If prior notice is not reasonably possible, Xcel Energy shall after the fact, provide information to the Interconnection Customer as to why the disconnection was required. It is agreed that Xcel Energy 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. Xcel Energy 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 Xcel Energy, in writing, of plans for any modifications to the Generation System interconnection equipment, including all information needed by Xcel Energy 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 Xcel Energy. When reasonably possible the

(Continued on Sheet No. 10-121)

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Northern States Power Company, a Minnesota corporation
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Minneapolis, Minnesota 55401

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

**DISTRIBUTED GENERATION STANDARD
INTERCONNECTION AND POWER PURCHASE TARIFF (Continued)**

Section No. 10
Original Sheet No. 121

APPENDIX E: Interconnection Agreement (Continued)

VIII. OPERATIONAL ISSUES (Continued)

Interconnection Customer agrees not to commence installation of any modifications to the Generating System until Xcel Energy has approved the modification, in writing, which approval shall not be unreasonably withheld. Xcel Energy shall have a minimum of five (5) business days to review and respond to the planned modification. Xcel Energy 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 Xcel Energy 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 Xcel Energy's provision of electric service to any customer including the Interconnection Customer, the Xcel Energy's liability to such customer shall be limited as set forth in Xcel Energy'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.

(Continued on Sheet No. 10-122)

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Minneapolis, Minnesota 55401

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

**DISTRIBUTED GENERATION STANDARD
INTERCONNECTION AND POWER PURCHASE TARIFF (Continued)**

Section No. 10
Original Sheet No. 122

APPENDIX E: Interconnection Agreement (Continued)

X. DISPUTE RESOLUTION (Continued)

- 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 Xcel Energy as an additional insured; (b) contain a severability of interest clause or cross-liability clause; (c) provide that Xcel Energy 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 Xcel Energy prior to cancellation, termination, alteration, or material change of such insurance.

(Continued on Sheet No. 10-123)

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MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

**DISTRIBUTED GENERATION STANDARD
INTERCONNECTION AND POWER PURCHASE TARIFF (Continued)**

Section No. 10
Original Sheet No. 123

APPENDIX E: Interconnection Agreement (Continued)

XI. INSURANCE (Continued)

- C) If the Generation System is connected to an account receiving residential service from Xcel Energy 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 Xcel Energy prior to the initial operation of the Generation System. Thereafter, Xcel Energy 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 Xcel Energy.
- 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 Xcel Energy, 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 it's 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 Xcel Energy 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 Generation Interconnection Coordinator assigned.

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,

(Continued on Sheet No. 10-124)

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MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

**DISTRIBUTED GENERATION STANDARD
INTERCONNECTION AND POWER PURCHASE TARIFF (Continued)**

Section No. 10
Original Sheet No. 124

APPENDIX E: Interconnection Agreement (Continued)

XII. MISCELLANEOUS (Continued)

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) Generation Interconnection Coordinator assigned

 - b) If to Interconnection Customer:

- 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.

(Continued on Sheet No. 10-125)

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MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

**DISTRIBUTED GENERATION STANDARD
INTERCONNECTION AND POWER PURCHASE TARIFF (Continued)**

Section No. 10
Original Sheet No. 125

APPENDIX E: Interconnection Agreement (Continued)

C) ASSIGNMENT

The Interconnection Customer shall not assign its rights nor delegate its duties under this Agreement without Xcel Energy's written consent. Any assignment or delegation the Interconnection Customer makes without Xcel Energy's written consent shall not be valid. Xcel Energy 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 XCEL ENERGY'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 Xcel Energy, which tariff schedules and rules are hereby incorporated into this Agreement by this reference.
- 3) Notwithstanding any other provisions of this Agreement, Xcel Energy 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.

(Continued on Sheet No. 10-126)

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Northern States Power Company, a Minnesota corporation
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Minneapolis, Minnesota 55401

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

**DISTRIBUTED GENERATION STANDARD
INTERCONNECTION AND POWER PURCHASE TARIFF (Continued)**

Section No. 10
Original Sheet No. 126

APPENDIX E: Interconnection Agreement (Continued)

G) ENTIRE AGREEMENT (Continued)

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). 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 Xcel Energy 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.

(Continued on Sheet No. 10-127)

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Northern States Power Company, a Minnesota corporation
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MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

**DISTRIBUTED GENERATION STANDARD
INTERCONNECTION AND POWER PURCHASE TARIFF (Continued)**

Section No. 10
Original Sheet No. 127

APPENDIX E: Interconnection Agreement (Continued)

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: _____

Xcel Energy

By: _____
Name: _____
Title: _____
Date: _____

(Continued on Sheet No. 10-128)

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MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

**DISTRIBUTED GENERATION STANDARD
INTERCONNECTION AND POWER PURCHASE TARIFF (Continued)**

Section No. 10
Original Sheet No. 128

EXHIBIT A

**GENERATION SYSTEM DESCRIPTION
AND SINGLE-LINE DIAGRAM**

(Continued on Sheet No. 10-129)

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MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

**DISTRIBUTED GENERATION STANDARD
INTERCONNECTION AND POWER PURCHASE TARIFF (Continued)**

Section No. 10
Original Sheet No. 129

EXHIBIT B

**SUMMARY OF XCEL ENERGY COSTS AND DESCRIPTION OF DEDICATED FACILITIES BEING INSTALLED BY
XCEL ENERGY 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. Costs other than those listed below may be included by Xcel Energy, provided that those costs are a direct result from the request to interconnect the Generation System. The following list is only a guideline and Xcel Energy, for each installation will be creating a unique Exhibit B that is tailored for that 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

(Continued on Sheet No. 10-130)

Date Filed:	11-02-05	By: Cynthia L. Lesher	Effective Date:	02-01-07
		President and CEO of Northern States Power Company		
Docket No.	E002/GR-05-1428		Order Date:	09-01-06

Northern States Power Company, a Minnesota corporation
and wholly owned subsidiary of Xcel Energy Inc.
Minneapolis, Minnesota 55401

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

**DISTRIBUTED GENERATION STANDARD
INTERCONNECTION AND POWER PURCHASE TARIFF (Continued)**

Section No. 10
Original Sheet No. 130

EXHIBIT C

ENGINEERING DATA SUBMITTAL

Attach a completed Engineering Data Submittal form from Appendix C of "State of Minnesota Interconnection Process for Distributed Generation Systems".

(Continued on Sheet No. 10-131)

Date Filed:	11-02-05	By: Cynthia L. Lesher	Effective Date:	02-01-07
		President and CEO of Northern States Power Company		
Docket No.	E002/GR-05-1428		Order Date:	09-01-06

Exhibit D Operating Agreement

Developer/Customer: _____
Service Address: _____
Account: _____
Premise: _____
Generator Size: _____

This Exhibit D – Operating Agreement (Exhibit D), is an Exhibit to the Generation System Interconnection Agreement between the Parties and provides the specific operating information and requirements for, and facilitates the operation of, the Generation System. The Interconnection Customer must operate the Generation System in accordance with the Technical Requirements, this Exhibit D as well as all provisions of Section 10 of the Xcel Energy Minnesota tariff. Unless otherwise defined in this Exhibit D, capitalized terms herein shall have the meaning provided such terms in the Generation System Interconnection Agreement.

Nothing in this Exhibit D is intended to or shall be construed as limiting Xcel Energy’s rights under the Xcel Energy Minnesota tariff. In the event of a conflict between this Operating Agreement and any law, regulation and/or the Xcel Energy Minnesota tariff, the law regulation or Xcel Energy Minnesota tariff shall control, and the conflicting Operating Agreement provision shall have no effect. In the event of such a conflict, the remaining terms of this Operating Agreement shall remain in effect.

The Parties may, upon written agreement of the Parties, amend this Exhibit D pursuant to the terms of the Generating System Interconnection Agreement. In addition, upon written agreement of the Parties, this Operating Agreement may be reviewed and updated periodically, to allow the operation of the Generation System to change to meet the needs of both Xcel Energy and Interconnection Customer, provided that change does not negatively affect the other Party. In addition, the Parties may agree to amend this Operating Agreement to reflect operating changes required by regulatory authorities having jurisdiction over the matters governed by this Exhibit D, such as changes required by the Minnesota Public Utility Commission, the Federal Energy Regulatory Commission or the Midwest Independent System Operator.

This Exhibit D sets forth the technical terms pursuant to which Interconnection Customer may export energy to Xcel Energy from the Generation System. This Exhibit D does not provide for the amount, metering, billing and accounting for the export of energy from the Generation System, nor does it constitute Xcel Energy’s agreement to purchase or pay for any such energy. Any such arrangements will be provided for in a separate written agreement.

Unless otherwise noted, capitalized terms shall have the meaning set forth in the Generating System Interconnection Agreement.

1.0 Definitions

- 1.1. “Engineering Study” means the Engineering Study Xcel Energy performed as part of the Interconnection Process conducted pursuant to its Distributed Generation Standard Interconnection and Power Purchase Tariff, Minnesota Electric Rate Book - MPUC No. 2, Section 10.
- 1.2. “Xcel Energy Control Center Contact” is as defined in Section 8.2.
- 1.3. “Interconnection Customer Control Center Contact” is as defined in Section 8.2.
- 1.4. Unless specifically defined otherwise, all measurements and performance requirements will be measured at the point of common coupling.

2.0 Power Factor Requirements. The power factor of the Generation System and connected load shall be as follows: (1) Inverter Based interconnections – shall be designed within reasonable limits to operate at a power factor of no less than 90% at the inverter terminals; (2) Limited Parallel Generation Systems, such as closed transfer or soft-loading transfer systems shall operate at a power factor of no less than 90%, during the period when the Generation System is parallel with Xcel Energy, as measured at the Point of Common Coupling; and, (3) Extended Parallel Generation Systems shall be designed to be capable of operating between 90% lagging and 95% leading. These Generation Systems shall normally operate near unity power factor (+/-98%) or as mutually agreed between Xcel Energy and the Interconnection Customer.

2.1. Normal operation:

- 2.1.1. Interconnection Customer will operate the Generation System as an Inverter Based Generation system at a fixed power factor, as identified by the Engineering Study, within the power factor range as described in Section 2.0 above to mitigate voltage rise due to reverse power flow. Power production outside the specified power factor range is not allowed at any time without permission by Xcel Energy. It is the responsibility of Interconnection Customer and not Xcel Energy to assure that all equipment is sized properly so as to not curtail real power production if that is an objective of the Interconnection Customer.

Interconnection Customer shall operate the Generation System at a fixed power factor of _____. Note that a generator leading power factor means the machine is absorbing reactive power.

- 2.1.2. In the future, distribution system reconfigurations, capacity constraints, or other external factors may require that the Generation System be served from another system and/or may also require that the Generation System change power factors in order to prevent voltage rise. Xcel Energy shall provide reasonable advance notice to Interconnection Customer pursuant Section XII(B) of the Generating System Interconnection Agreement in order to coordinate the implementation of such changes.

2.2. Contingency operation:

- 2.2.1.** Temporary system conditions, such as overvoltage, may require Xcel Energy's Control Center Contact, in accordance with good utility practice and avoiding, to the extent reasonably possible, a reduction in the Generation System output (in the sole discretion of Xcel Energy), to direct the Interconnection Customer's Control Center Contact to disconnect or partially curtail the output of the Generation System. In some cases, and in its sole discretion, Xcel Energy may permit Interconnection Customer to partially operate or fully restore operation by temporarily applying different power factor settings.

3.0 Start-Up, Shut-Down, and Ramp Rates

- 3.1.** Where the Generation System consists of one or more units, Interconnection Customer shall stagger the planned start-up and shutdown of the units, with a minimum delay of 30 seconds between the starting and stopping of each unit, in order to mitigate voltage flicker. A controlled shutdown may be allowed if a sequence of operation, including estimated timeframes for actions, is submitted to and approved by Xcel Energy in advance.
- 3.2.** Interconnection Customer shall have the ability to limit the up-ramp or skew rate of the Generation System.
- 3.3.** In order to mitigate a voltage surge, Xcel Energy reserves the right, based upon the Engineering Study, to specify how many inverters may come online simultaneously. Interconnection Customer may also be required to ensure that the inverters for the Generation System allow random or preprogrammed time delays between the startup of multiple inverters. Ramp Rate Limitations: _____

4.0 Local and Remote Control

- 4.1.** The Interconnection Customer shall ensure that at all times Xcel Energy has access to a breaker that can remotely control the Generation System from Xcel Energy's systems. To the extent allowed by law, Xcel Energy shall provide notice to the Interconnection Customer explaining the reason for the disconnection. If there is an emergency described in Section 4.1.1 or 4.1.2 below and prior notice is not reasonably possible, Xcel Energy shall after the fact, provide to the Interconnection Customer as to why the disconnection was required. Where reasonably possible Xcel Energy shall use commercially reasonable efforts to reconnect the Generation System in a timely manner. Interconnection Customer agrees and consents to Xcel Energy's remote tripping, as reasonably necessary under good utility practice, of the breaker for the Generation System including, but not limited to, in the following circumstances, as system conditions exceed parameters defined in any IEEE, NESC or ANSI standards:
 - 4.1.1.** Electric Distribution or Generator System emergency
 - 4.1.2.** Public emergency
 - 4.1.3.** Abnormal feeder operation
 - 4.1.4.** Planned switching

4.1.5. Interconnection Customer's failure to promptly respond to and execute on Xcel Energy's request to curtail the output of, or disconnect, the Generation System.

4.2. If Xcel Energy remotely trips the breaker for the Generation System and Interconnection Customer desires that Xcel Energy close the breaker remotely, Interconnection Customer's Control Center Contact may make the request of Xcel Energy's Control Center Contact, and Xcel Energy will close the breaker remotely once the reason for the remote tripping has passed and it is safe and consistent with good utility practice to do so.

4.3. Local or Remote Close

4.3.1. If the Generation System has caused an outage on the Distribution System, Interconnection Customer shall contact Xcel Energy's Control Center Contact and, consistent with Section 5 below, verify that the Distribution System is in a normal operating configuration and the Generator System can be energized prior to energizing the Generator System.

4.3.2. If Xcel Energy remotely trips the breaker for the Generation System, Xcel Energy's Control Center Contact will notify the Interconnection Customer's Control Center Contact when the Generation System can be returned to normal operation.

4.4. Transfer Trip (TT)/Communication Channel

4.4.1. Upon loss of the TT communication channel, if any, the Interconnection Customer shall immediately disconnect the Generation System.

4.4.2. In general, the Generation System shall remain offline for the duration of the time the TT communication channel is lost. However, Xcel Energy may, in its sole discretion, allow limited operation of the Generation System in these circumstances.

4.4.3. The Generation System interconnection breaker shall trip with no intentional delay when receiving a transfer trip signal.

5.0 Outages of the Distribution System

5.1. Upon the occurrence of an emergency outage(s) to Xcel Energy's distribution system, Interconnection Customer shall do the following:

5.1.1. Disconnect the Generation System from Xcel Energy's system when a TT signal is active, if applicable.

5.1.2. Unless otherwise directed by Xcel Energy's Control Center Contact, wait five (5) minutes after the TT signal is removed, if applicable, from the interconnection breaker before implementing startup procedure for the Generation System.

5.1.3. Obtain permission from the Xcel Energy Control Center Contact to startup the Generation System.

- 5.2. Xcel Energy shall use commercially reasonable efforts to promptly restore the Generation System to service, consistent with good utility practice.
- 5.3. Unless otherwise directed by Xcel Energy's Control Center Contact, during a momentary distribution system interruption the Interconnection Customer shall wait five (5) minutes after successful close of the feeder breaker or recloser before starting up the Generation System.
- 5.4. During an extended distribution system interruption, unless otherwise directed by Xcel Energy's Control Center Contact the Interconnection Customer shall wait 5 minutes after sensing normal voltage and frequency before starting up the Generation System.

6.0 Interference. If the Generation System causes radio, television or electrical service interference to other customers, via the electric power system or interference with the operation of Xcel Energy, the Interconnection Customer shall disconnect the Generation System. The Interconnection Customer shall either effect repairs to the Generation System or reimburse Xcel Energy for the cost of any required Xcel Energy modifications due to the interference.

7.0 Electric Distribution System Modification:

- 7.1. At its sole discretion Xcel Energy may modify its electric distribution system. Xcel Energy shall provide written notice to Interconnection Customer explaining the plans and schedule for any modifications to its electric distribution system that may impact operation or protection of Generation System. Xcel Energy shall provide such notice as soon as reasonably practicable prior to the time Xcel Energy intends to begin to modify its electric distribution system. Xcel Energy shall utilize good utility practice to minimize any curtailment of energy for the Generation System. Xcel Energy will make reasonable efforts to avoid planned system outages during the months of June, July and August.
- 7.2. Xcel Energy shall include the Generation System in its substation and feeder additions planning and distribution system reconfigurations and make all necessary and required accommodations to Interconnection Customer to insure that the Generation System retains its capability to deliver its power output to Xcel Energy per the Engineering Study, subject to the provisions of paragraph 7.1 above.
- 7.3. The Generation System must be designed and interconnected such that the reliability and the service quality for all customers of the electrical power system are not compromised. The Interconnection Customer is responsible for all costs associated with the installation, operation, and maintenance of the Generation System. The Interconnection Customer shall be responsible for any expenses, which may be incurred by Xcel Energy as a result of any changes or modifications of the Interconnection Customer's Generation System.

8.0 Contingency Configurations

- 8.1. During contingency operations, if the Interconnection Customer is unable to use power factor control to mitigate voltage or power quality issues created by the Generation System, whether the voltage or power quality issues are due to steady state voltage rise or in the event of voltage regulation issues due to reverse power flow, at the direction of Xcel Energy's Control Center Contact the Interconnection Customer shall disconnect the Generation System if, in Xcel Energy's sole discretion, it believes disconnection would facilitate maintaining compliance with ANSI Range B voltage limits.
- 8.2. During contingency operations, if the Generation System creates loading, overloading or protection issues, at the direction of Xcel Energy's Control Center Contact the Interconnection Customer shall disconnect the Generation System if, in Xcel Energy's sole discretion, it believes disconnection is consistent with good utility practice .
- 8.3. If the Generation System is taken offline during contingency operations, Xcel Energy's Control Center Contact may, in its sole discretion, direct the Interconnection Customer's Control Center Contact to keep the Generation System offline or operate it on a limited basis if field ties and alternate sources of power utilized during contingency configurations do not have the capability to accommodate operation of Generation System.

9.0 Control Center Contacts

- 9.1. Each Party shall contact each other's Control Center Contact for all operational issues related to the Generation System. In order to permit Xcel Energy and Interconnection Customer to take immediate action, Interconnection Customer and Xcel Energy shall at all times provide to each other the contact information of each other's Control Center Contact, who shall be available twenty-four (24) hours a day, seven (7) days a week and be able to take action with respect to the operation of the Generation System and the Distribution System, respectively.
- 9.2. The contact information for the Xcel Energy Control Center contact that is available to Interconnection Customer twenty (24) hours a day, seven (7) days a week is:

- 9.3. The contact information for Interconnection Customer's Control Center contact that is available to Xcel Energy twenty (24) hours a day, seven (7) days a week is:

- 9.4. Each Party shall keep the other informed of their Control Center contact information. Notice of changes to Control Center contact information shall be provided immediately pursuant to Section XII B of the Generating System Interconnection Agreement.

10.0 Right of Access.

10.1. At all times, Xcel Energy shall have access to the disconnect switch of the Generation System for any reasonable purpose in connection with: the performance of its obligations under the Generating System Interconnection Agreement (including this Operating Agreement); to meet its obligation to operate the Xcel Energy system safely and reliably; to comply with law or regulation; or, to provide service to its customers.

10.2. At all times, the Interconnection Customer shall give Xcel Energy access to Xcel Energy’s equipment and facilities located on the Interconnection Customer’s premises. when necessary for Xcel Energy to: perform its obligations under the Generating System Interconnection Agreement (including this Operating Agreement); meet its obligation to operate the Xcel Energy system safely and reliably; to comply with law or regulation; or, provide service to its customers.

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: _____

Xcel Energy

By: _____
Name: _____
Title: _____
Date: _____

Exhibit E

Maintenance Agreement

Developer/Customer: _____

Service Address: _____

Account: _____

Premise: _____

Generator Size: _____

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 Xcel Energy and the Interconnection Customer, provided that change does not negatively affect the other Party. There may also be changes required by outside issues; such as changes in FERC and MISO requirements and/or policies that will require this agreement to be modified.

1.0 Routine Maintenance Requirements –

- 1.1. Interconnection Customer shall maintain the system in good working order.
- 1.2. Interconnection Customer shall perform maintenance in accordance with manufacturer recommendations and intervals.

2.0 Generation Metering, Monitoring, and Control

- 2.1. When telemetry is required, the Interconnection customer is financially responsible for the communications channel to Xcel Energy's Control Center. The communication channel shall comply with Xcel Energy requirements and standards. If the remote terminal unit (RTU) and/or communication channel is provided by Xcel Energy, the Interconnection Customer shall be responsible for operating and maintenance costs, and replace of any failed parts or materials.
- 2.2. Interconnection customer shall be responsible for costs associated with emergency repairs, scheduled repairs, or replacement of parts for the telemetry system.
- 2.3. Interconnection Customer shall be responsible for replacement costs for advanced metering equipment, such as an ION meter.

3.0 Modifications to the Generation System –

- 3.1. The Interconnection Customer shall notify Xcel Energy, in writing of plans for any modifications to the Generation System interconnection equipment at least twenty (20) business days prior to undertaking such modification.
- 3.2. 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 Xcel Energy.
- 3.3. The Interconnection Customer agrees not to commence installation of any modifications to the Generating System until Xcel Energy has approved the modification, in writing.
- 3.4. Xcel Energy 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.

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: _____

Xcel Energy

By: _____
Name: _____
Title: _____
Date: _____

- Non Public Document – Contains Trade Secret Data
- Public Document – Trade Secret Data Excised
- Public Document

Xcel Energy

Docket No.: E002/M-13-867

Response To: Public Utilities Commission Informal Information Request No. 6

Requestor: Susan Mackenzie

Date Received: September 9, 2015

Question:

Please explain the proposal by Sunrise that “Relocated facilities that require a change to a different substation should be considered in the queue for applications deemed complete as of June 25th (the date of the Commission’s decision as to the 5 MW co-location limit) for that substation” (see Sunrise reply p. 4).

Response:

The Company interprets this statement to suggest that applications reviewed for initial application completeness per Section 9, Sheet 67, step (i), as of June 25th, should be permitted to “move” to any new location without sacrificing its queue position.

As described in our online FAQs, an applicant may change the address on an application any time up to the point the application is reviewed for completeness or “deemed complete” for this purpose. Relocation of a project after this time is not permitted.

The Company considers the relocation proposal by Sunrise to be impracticable. Relocating a project is, in essence, a decision to not pursue one project but instead to initiate a new project elsewhere. Sunrise’s proposal undermines the “first ready, first served” principle we are required to apply to our processing of applications. It is also an inequitable solution, particularly so where a developer relocates a project such that it cuts the line in front of another project.

Preparer: Jessica Peterson
Title: Sr. Regulatory Analyst
Department: Customer Solutions
Telephone: 612.330.6850
Date: September 11, 2015

CERTIFICATE OF SERVICE

I, Jim Erickson, hereby certify that I have this day served copies of the foregoing document on the attached list of persons.

xx by depositing a true and correct copy thereof, properly enveloped with postage paid in the United States mail at Minneapolis, Minnesota

xx electronic filing

Docket No. E002/M-13-867

Dated this 11th day of September 2015

/s/

Jim Erickson
Regulatory Administrator

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Ross	Abbey	ross@mysunshare.com	SunShare, LLC	609 S. 10th Street Suite 210 Minneapolis, MN 55404	Electronic Service	No	SPL_SL_13- 867_Community Solar Garden - Xcel
Michael	Allen	michael.allen@allenergysolar.com	All Energy Solar	721 W 26th st Suite 211 Minneapolis, Minnesota 55405	Electronic Service	No	SPL_SL_13- 867_Community Solar Garden - Xcel
Julia	Anderson	Julia.Anderson@ag.state.mn.us	Office of the Attorney General-DOC	1800 BRM Tower 445 Minnesota St St. Paul, MN 551012134	Electronic Service	No	SPL_SL_13- 867_Community Solar Garden - Xcel
Sara	Baldwin Auck	sarab@irecusa.org	Interstate Renewable Energy Council, Inc.	774 E 3rd Ave Salt Lake City, UT 84103	Electronic Service	No	SPL_SL_13- 867_Community Solar Garden - Xcel
Kenneth	Bradley	kbradley1965@gmail.com		2837 Emerson Ave S Apt CW112 Minneapolis, MN 55408	Electronic Service	No	SPL_SL_13- 867_Community Solar Garden - Xcel
Michael J.	Bull	mbull@mncee.org	Center for Energy and Environment	212 Third Ave N Ste 560 Minneapolis, MN 55401	Electronic Service	No	SPL_SL_13- 867_Community Solar Garden - Xcel
Jessica	Burdette	jessica.burdette@state.mn.us	Department of Commerce	85 7th Place East Suite 500 St. Paul, MN 55101	Electronic Service	No	SPL_SL_13- 867_Community Solar Garden - Xcel
Joel	Cannon	jcannon@tenksolar.com	Tenk Solar, Inc.	9549 Penn Avenue S Bloomington, MN 55431	Electronic Service	No	SPL_SL_13- 867_Community Solar Garden - Xcel
John J.	Carroll	jcarroll@newportpartners.com	Newport Partners, LLC	9 Cushing, Suite 200 Irvine, California 92618	Electronic Service	No	SPL_SL_13- 867_Community Solar Garden - Xcel
Arthur	Crowell	Crowell.arthur@yahoo.com	A Work of Art Landscapes	234 Jackson Ave N Hopkins, MN 55343	Electronic Service	No	SPL_SL_13- 867_Community Solar Garden - Xcel

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Dustin	Denison	dustin@appliedenergyinnovations.org	Applied Energy Innovations	4000 Minnehaha Ave S Minneapolis, MN 55406	Electronic Service	No	SPL_SL_13-867_Community Solar Garden - Xcel
James	Denniston	james.r.denniston@xcenergy.com	Xcel Energy Services, Inc.	414 Nicollet Mall, Fifth Floor Minneapolis, MN 55401	Electronic Service	No	SPL_SL_13-867_Community Solar Garden - Xcel
Ian	Dobson	ian.dobson@ag.state.mn.us	Office of the Attorney General-RUD	Antitrust and Utilities Division 445 Minnesota Street, 1400 BRM Tower St. Paul, MN 55101	Electronic Service	Yes	SPL_SL_13-867_Community Solar Garden - Xcel
Bill	Droessler	bdroessler@iwla.org	Izaak Walton League of America-MWO	1619 Dayton Ave Ste 202 Saint Paul, MN 55104	Electronic Service	No	SPL_SL_13-867_Community Solar Garden - Xcel
Betsy	Engelking	betsy@geronimoenergy.com	Geronimo Energy	7650 Edinborough Way Suite 725 Edina, MN 55435	Electronic Service	No	SPL_SL_13-867_Community Solar Garden - Xcel
John	Farrell	jfarrell@ilsr.org	Institute for Local Self-Reliance	1313 5th St SE #303 Minneapolis, MN 55414	Electronic Service	No	SPL_SL_13-867_Community Solar Garden - Xcel
Sharon	Ferguson	sharon.ferguson@state.mn.us	Department of Commerce	85 7th Place E Ste 500 Saint Paul, MN 551012198	Electronic Service	No	SPL_SL_13-867_Community Solar Garden - Xcel
Nathan	Franzen	nathan@geronimoenergy.com	Geronimo Energy	7650 Edinborough Way Suite 725 Edina, MN 55435	Electronic Service	No	SPL_SL_13-867_Community Solar Garden - Xcel
Hal	Galvin	halgalvin@comcast.net	Provectus Energy Development llc	1936 Kenwood Parkway Minneapolis, MN 55405	Electronic Service	No	SPL_SL_13-867_Community Solar Garden - Xcel

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Allen	Gleckner	gleckner@fresh-energy.org	Fresh Energy	408 St. Peter Street Ste 220 Saint Paul, Minnesota 55102	Electronic Service	No	SPL_SL_13- 867_Community Solar Garden - Xcel
Todd J.	Guerrero	todd.guerrero@kutakrock.com	Kutak Rock LLP	Suite 1750 220 South Sixth Street Minneapolis, MN 554021425	Electronic Service	No	SPL_SL_13- 867_Community Solar Garden - Xcel
Timothy	Gulden	info@winonarenewableenergy.com	Winona Renewable Energy, LLC	1449 Ridgewood Dr Winona, MN 55987	Electronic Service	No	SPL_SL_13- 867_Community Solar Garden - Xcel
Michael	Harvey	mike@weknowsolar.com	We Know Solar	265 Mounds View Rd Suite #1 River Falls, WI 54022	Electronic Service	No	SPL_SL_13- 867_Community Solar Garden - Xcel
Duane	Hebert	duane.hebert@novelenergy.biz	Novel Energy Solutions	1628 2nd Ave SE Rochester, MN 55904	Electronic Service	No	SPL_SL_13- 867_Community Solar Garden - Xcel
Lynn	Hinkle	lhinkle@mnseia.org	Minnesota Solar Energy Industries Association	2512 33rd Ave South #2 Minneapolis, MN 55406	Electronic Service	No	SPL_SL_13- 867_Community Solar Garden - Xcel
Jim	Horan	Jim@MREA.org	Minnesota Rural Electric Association	11640 73rd Ave N Maple Grove, MN 55369	Electronic Service	No	SPL_SL_13- 867_Community Solar Garden - Xcel
Jan	Hubbard	jan.hubbard@comcast.net		7730 Mississippi Lane Brooklyn Park, MN 55444	Electronic Service	No	SPL_SL_13- 867_Community Solar Garden - Xcel
John S.	Jaffray	jjaffray@jrpowers.com	JJR Power	350 Highway 7 Suite 236 Excelsior, MN 55331	Electronic Service	No	SPL_SL_13- 867_Community Solar Garden - Xcel
Linda	Jensen	linda.s.jensen@ag.state.mn.us	Office of the Attorney General-DOC	1800 BRM Tower 445 Minnesota Street St. Paul, MN 551012134	Electronic Service	No	SPL_SL_13- 867_Community Solar Garden - Xcel

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Eric	Jensen	ejensen@iwla.org	Izaak Walton League of America	Suite 202 1619 Dayton Avenue St. Paul, MN 55104	Electronic Service	No	SPL_SL_13-867_Community Solar Garden - Xcel
Michael	Kampmeyer	mkampmeyer@a-e-group.com	AEG Group, LLC	260 Salem Church Road Sunfish Lake, Minnesota 55118	Electronic Service	No	SPL_SL_13-867_Community Solar Garden - Xcel
Brad	Klein	bklein@elpc.org	Environmental Law & Policy Center	35 E. Wacker Drive, Suite 1600 Suite 1600 Chicago, IL 60601	Electronic Service	No	SPL_SL_13-867_Community Solar Garden - Xcel
Madeleine	Klein	mklein@socoreenergy.com	SoCore Energy	225 W Hubbard Street Suite 200 Chicago, IL 60654	Electronic Service	No	SPL_SL_13-867_Community Solar Garden - Xcel
John	Kluempke	jwkluempke@winlectric.com	Elk River Winlectric	12777 Meadowvale Rd Elk River, MN 55330	Electronic Service	No	SPL_SL_13-867_Community Solar Garden - Xcel
Jon	Kramer	jk2surf@aol.com	Sundial Solar	4708 york ave. S Minneapolis, MN 55410	Electronic Service	No	SPL_SL_13-867_Community Solar Garden - Xcel
Michael	Krause	michaelkrause61@yahoo.com	Kandiyo Consulting, LLC	433 S 7th Street Suite 2025 Minneapolis, Minnesota 55415	Electronic Service	No	SPL_SL_13-867_Community Solar Garden - Xcel
Holly	Lahd	lahd@fresh-energy.org	Fresh Energy	408 St. Peter Street Ste 220 St. Paul, MN 55102	Electronic Service	No	SPL_SL_13-867_Community Solar Garden - Xcel
Dean	Leischow	dean@sunriseenergyventures.com	Sunrise Energy Ventures	601 Carlson Parkway, Suite 1050 Minneapolis, MN 55305	Electronic Service	No	SPL_SL_13-867_Community Solar Garden - Xcel

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Rebecca	Lundberg	rebecca.lundberg@powerfullygreen.com	Powerfully Green	11451 Oregon Ave N Champlin, MN 55316	Electronic Service	No	SPL_SL_13-867_Community Solar Garden - Xcel
Casey	MacCallum	casey@appliedenergyinnovations.org	Applied Energy Innovations	4000 Minnehaha Ave S Minneapolis, MN 55406	Electronic Service	No	SPL_SL_13-867_Community Solar Garden - Xcel
Erica	McConnell	emcconnell@kfwlaw.com	Keyes, Fox & Wiedman LLP	436 14th Street, Suite 1305 Oakland, California 94612	Electronic Service	No	SPL_SL_13-867_Community Solar Garden - Xcel
Thomas	Melone	Thomas.Melone@AllcoUS.com	Minnesota Go Solar LLC	222 South 9th Street Suite 1600 Minneapolis, Minnesota 55120	Electronic Service	No	SPL_SL_13-867_Community Solar Garden - Xcel
Jenny	Monson Miller	jmonson-miller@mysunshare.com	SunShare	609 S. 10th St., Ste 210 Minneapolis, MN 55404	Electronic Service	No	SPL_SL_13-867_Community Solar Garden - Xcel
Andrew	Moratzka	apmoratzka@stoel.com	Stoel Rives LLP	33 South Sixth Street Suite 4200 Minneapolis, MN 55402	Electronic Service	No	SPL_SL_13-867_Community Solar Garden - Xcel
Martin	Morud	mmorud@trunorthsolar.com	Tru North Solar	5115 45th Ave S Minneapolis, MN 55417	Electronic Service	No	SPL_SL_13-867_Community Solar Garden - Xcel
Rolf	Nordstrom	rnordstrom@gpisd.net	Great Plains Institute	2801 21ST AVE S STE 220 Minneapolis, MN 55407-1229	Electronic Service	No	SPL_SL_13-867_Community Solar Garden - Xcel
Jeff	O'Neill	jeff.oneill@ci.monticello.mn.us	City of Monticello	505 Walnut Street Suite 1 Monticello, Minnesota 55362	Electronic Service	No	SPL_SL_13-867_Community Solar Garden - Xcel
Dan	Patry	dpatry@sunedison.com	SunEdison	600 Clipper Drive Belmont, CA 94002	Electronic Service	No	SPL_SL_13-867_Community Solar Garden - Xcel

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Jeffrey C	Paulson	jeff.jcplaw@comcast.net	Paulson Law Office, Ltd.	7301 Ohms Ln Ste 325 Edina, MN 55439	Electronic Service	No	SPL_SL_13-867_Community Solar Garden - Xcel
Donna	Pickard	dpickard@aladdinsolar.com	Aladdin Solar	1215 Lilac Lane Excelsior, MN 55331	Electronic Service	No	SPL_SL_13-867_Community Solar Garden - Xcel
Gayle	Prest	gayle.prest@minneapolisn.gov	City of Mpls Sustainability	350 South 5th St, #315 Minneapolis, MN 55415	Electronic Service	No	SPL_SL_13-867_Community Solar Garden - Xcel
Matthew J.	Schuerger P.E.	mjsreg@earthlink.net	Energy Systems Consulting Services, LLC	PO Box 16129 St. Paul, MN 55116	Electronic Service	No	SPL_SL_13-867_Community Solar Garden - Xcel
Doug	Shoemaker	dougs@mnRenewables.org	MRES	2928 5th Ave S Minneapolis, MN 55408	Electronic Service	No	SPL_SL_13-867_Community Solar Garden - Xcel
Eric	Swanson	eswanson@winthrop.com	Winthrop Weinstine	225 S 6th St Ste 3500 Capella Tower Minneapolis, MN 554024629	Electronic Service	No	SPL_SL_13-867_Community Solar Garden - Xcel
Thomas P.	Sweeney III	tom.sweeney@easycleanenergy.com	Clean Energy Collective	P O Box 1828 Boulder, CO 80306-1828	Electronic Service	No	SPL_SL_13-867_Community Solar Garden - Xcel
SaGonna	Thompson	Regulatory.records@xcelenergy.com	Xcel Energy	414 Nicollet Mall FL 7 Minneapolis, MN 554011993	Electronic Service	No	SPL_SL_13-867_Community Solar Garden - Xcel
Pat	Treseler	pat.jcplaw@comcast.net	Paulson Law Office LTD	Suite 325 7301 Ohms Lane Edina, MN 55439	Electronic Service	No	SPL_SL_13-867_Community Solar Garden - Xcel
Jason	Willett	jason.willett@metc.state.mn.us	Metropolitan Council	390 Robert St N Saint Paul, MN 55101-1805	Electronic Service	No	SPL_SL_13-867_Community Solar Garden - Xcel

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Daniel	Williams	DanWilliams.mg@gmail.com	Powerfully Green	11451 Oregon Avenue N Champlin, MN 55316	Electronic Service	No	SPL_SL_13- 867_Community Solar Garden - Xcel