

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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**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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**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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**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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**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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**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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**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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**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.

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**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 Solar Rewards Community
625 Rice Street
Saint Paul, MN 55117
SRCMN@xcelenergy.com
- b) If to Interconnection Customer: New Energy Equity



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

Section No. 10
1st Revised 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. Notwithstanding this paragraph, if the Interconnection Agreement is in connection with a Solar*Rewards Community application, then the provisions in the Section 9 tariff applicable to the Solar*Rewards Community Program also apply.

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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.

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(Continued on Sheet No. 10-127)

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| Date Filed: | 12-18-15 | By: Christopher B. Clark | Effective Date: | 12-18-15 |
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**DISTRIBUTED GENERATION STANDARD
INTERCONNECTION AND POWER PURCHASE TARIFF (Continued)**

Section No. 10
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APPENDIX E: Interconnection Agreement (Continued)

J) NO PARTNERSHIP

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

XIII. SIGNATURES

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

Interconnection Customer

By: _____

Name: Tan Palmer

Title: CEO

Date: April 12, 2017

Xcel Energy

Lee
Gabler

By: _____

Name: Lee Gabler

Title: Sr. Dir. Customer Strategy and Solutions

Date: _____

Digitally signed by Lee Gabler
DN: cn=Lee Gabler, o=Customer
Solutions, ou=Sr Director, Customer
Strategy and Solutions,
email=lee.e.gabler@xcelenergy.com,
c=US
Date: 2017.07.07 09:47:20 -05'00'

(Continued on Sheet No. 10-128)

| | | | | |
|-------------|---------------|---|-----------------|----------|
| Date Filed: | 12-18-15 | By: Christopher B. Clark | Effective Date: | 12-18-15 |
| | | President, Northern States Power Company, a Minnesota Corporation | | |
| Docket No. | E002/M-13-867 | | Order Date: | 12-15-15 |

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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. 128

EXHIBIT A

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

(Continued on Sheet No. 10-129)

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

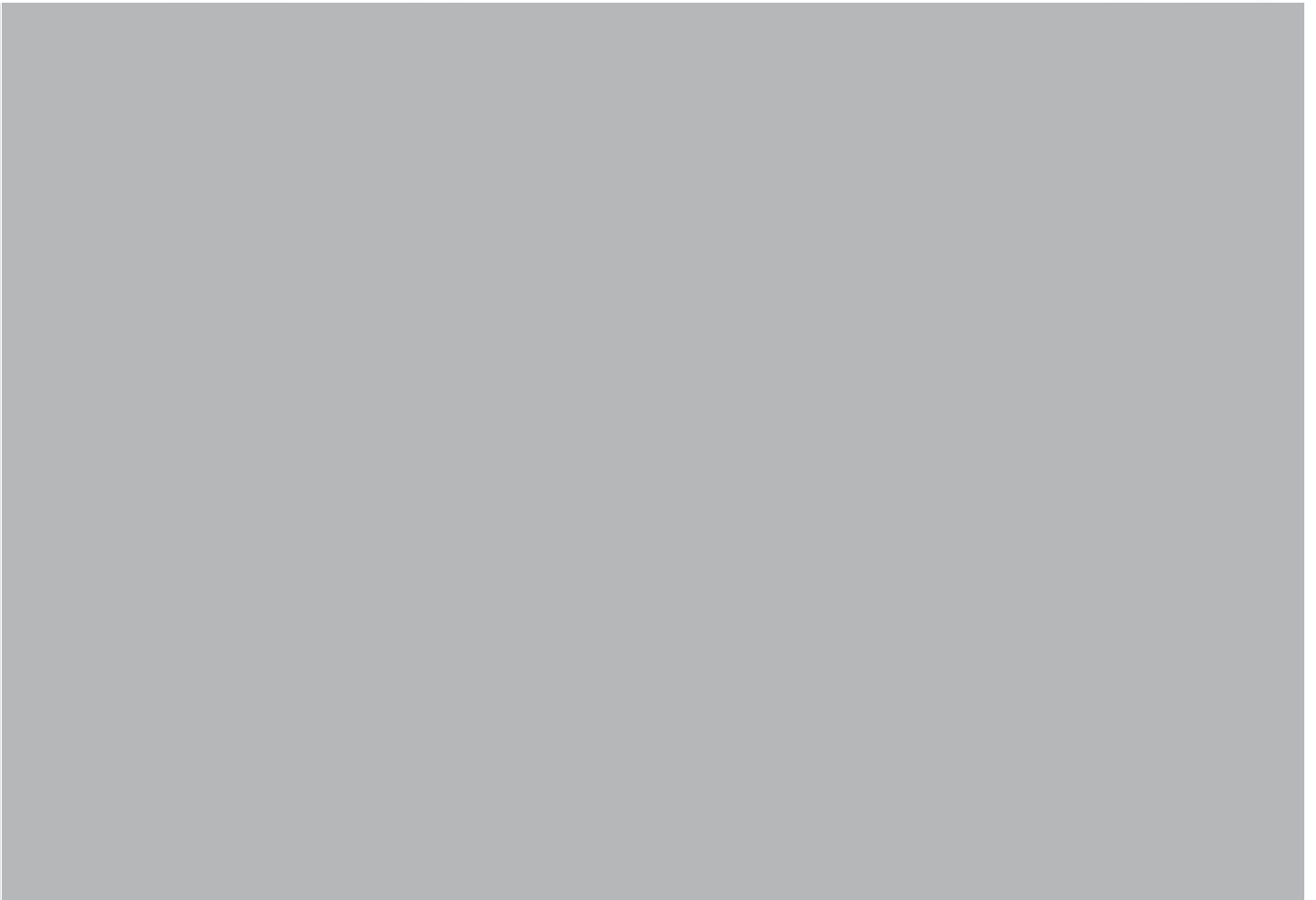
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[Redacted]

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[Redacted]





**Exhibit B
 Cost Estimate and Payment Schedule**

Customer Legal Name: New Energy Equity, LLC

Service Address: _____

Project Description: _____

| Site | Garden Name | Legal Name (if different than the legal name noted above) | SRC # | Capacity (MW) |
|------|-------------|---|-------|---------------|
| 1 | _____ | _____ | _____ | _____ |

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.

Each of the above legal entities is jointly and severally liable for all due amounts.

The payment for the costs contained shall be as follows:

1. 1/3 of estimated costs due upon execution of this agreement
2. 1/3 of estimated costs due prior to initial energization of the generation system
3. 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.

Separate SOWs will be issued for each of the Co-Located Community Solar Gardens, each needs to be signed and returned, but the amount reflected in the SOWs is the total among all of the Co-Located Community Solar Gardens.

| Location | Distribution (Extension) | Distribution (Rebuild) | Substation | Meter | Total | 1/3 Payment |
|----------|--------------------------|------------------------|------------|-------|-------|-------------|
| Site 1 | _____ | | | | | _____ |

Total Cost for all sites _____

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

Section No. 10
Original Sheet No. 105

APPENDIX C: Engineering Data Submittal Form

WHO SHOULD FILE THIS SUBMITTAL: Anyone in the final stages of interconnecting a Generation System with Xcel Energy. This submittal shall be completed and provided to the Generation Interconnection Coordinator during the design of the Generation System, as established in the "State of Minnesota Interconnection Process for Distributed Generation Systems".

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

| | | |
|---|--------------------------|-------------|
| OWNER / APPLICANT | | |
| Company / Applicant: New Energy Equity, LLC | | |
| Representative: Lindsey Gillis | Phone Number: [REDACTED] | FAX Number: |
| Title: [REDACTED] | | |
| Mailing Address: [REDACTED] | | |
| Email Address: [REDACTED] | | |

| |
|---|
| PROPOSED LOCATION OF GENERATION SYSTEM INTERCONNECTION |
| Street Address, Legal Description or GPS coordinates: [REDACTED] |

| | | |
|---|-------------------|-------------|
| PROJECT DESIGN / ENGINEERING (if applicable) | | |
| Company: New Energy Equity | | |
| Representative: Rocky Shoemaker | Phone: [REDACTED] | FAX Number: |
| Mailing Address: [REDACTED] | | |
| Email Address: [REDACTED] | | |

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

(Continued on Sheet No. 10-106)

Date Filed: 11-02-05 By: Cynthia L. Leshner Effective Date: 02-01-07
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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. 106

APPENDIX C: Engineering Data Submittal Form (Continued)

TYPE OF INTERCONNECTED OPERATION



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

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

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

(Continued on Sheet No. 10-107)

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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. 107

APPENDIX C: Engineering Data Submittal Form (Continued)

| REQUESTED CONSTRUCTION START/COMPLETION DATES | |
|--|--|
| Design Completion: | |
| Construction Start Date: | |
| Footings in place: | |
| Primary Wiring Completion: | |
| Control Wiring Completion: | |
| Start Acceptance Testing: | |
| Generation operational (In-service): | |
| (Complete all applicable items. Copy this page as required for additional generators.) | |

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

(Continued on Sheet No. 10-108)

Date Filed: 11-02-05 By: Cynthia L. Leshner Effective Date: 02-01-07
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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. 108

APPENDIX C: Engineering Data Submittal Form (Continued)

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

| | | | |
|--|----------------|---------------------------|----------|
| INTERCONNECTION (STEP-UP) TRANSFORMER (If applicable) | | | |
| Manufacturer: TBD after IA Scoping Study | kVA: 1000 kVa | | |
| Date of Manufacture: | Serial Number: | | |
| High Voltage: kV | Connection: | Neutral solidly grounded? | |
| Low Voltage: kV | Connection: | Neutral solidly grounded? | |
| Transformer Impedance (Z): TBD | | % on | kVA base |
| Transformer Resistance (R): TBD | | % on | kVA base |
| Transformer Reactance (X): TBD | | % on | kVA base |
| Neutral Grounding Resistor (if applicable) | | | |

(Continued on Sheet No. 10-109)

Date Filed 11-02-05 By: Cynthia L. Leshner Effective Date: 02-01-07
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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. 109

APPENDIX C: Engineering Data Submittal Form (Continued)

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

| |
|---------------------------------|
| INVERTER (If applicable) |
|---------------------------------|



NOTE: Attach all available calculations, test reports, and oscillographic prints showing inverter output voltage and current waveforms.

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

(Continued on Sheet No. 10-110)

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Exhibit D

Exhibit D
Operating Agreement

Customer Legal Name: New Energy Equity, LLC

Service Address: _____

SRC #: _____

Generator Size: _____ kW

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.

If the Generation System at Site identified above is part of a co-located Community Solar Garden site, the Generation Systems which are part of the same co-located Community Solar Garden site are:

| Site | SRC # |
|------|-------|
| 1 | _____ |

Pursuant to Minnesota Public Utilities Commission ruling the aggregated name plate capacity of the Generation Systems which are part of such a co-located Community Solar Garden site cannot exceed 5 MW (AC) if the application under the Solar*Rewards Community program was submitted on or prior to September 25, 2015, and cannot exceed 1 MW (AC) on a co-located basis if the application was submitted after that date.

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

Exhibit D

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 at minimum be designed to operate at the full power factor range of 90% leading to 90% lagging at the inverter terminals, subject to any more specific power factor for this Generation System as specified in par. 2.1.1 below; (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 of rotating machine type shall be designed to be capable of operating between 95% 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 [REDACTED]. Note that a generator leading power factor means the machine is absorbing reactive power.

Exhibit D

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 within the limits identified in section 2.0 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 (e.g., inverters in a solar PV context), 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 (or inverter start up limitations in a solar PV context): [REDACTED]

4.0 Local and Remote Control

4.1. The Interconnection Customer shall ensure that at all times Xcel Energy has access to a manually operated three-phase ganged lockable service-disconnect switch. If transfer trip has been installed, then Interconnection Customer shall also ensure that 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