DISTRIBUTED GENERATION SERVICE RIDER

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>RATE CODE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Distributed Generation Service Rider</td>
<td>M931</td>
</tr>
</tbody>
</table>

RULES AND REGULATIONS: Terms and conditions of this electric rate schedule and the General Rules and Regulations govern use of this rider.

AVAILABILITY: The rider for Distributed Generation is available to Customers, who have executed a Standard Interconnection Agreement for the interconnection and operation of on-site extended parallel distributed generation system, as follows.

1. The distributed generation system must be fueled by natural gas or a renewable fuel, or another similarly clean fuel or combination of fuels of no more than 10 MW of interconnected Capacity at a point of common coupling to Company’s Distribution system. The distributed generation facility must be an operable, permanently installed or mobile generation facility serving the Customer receiving retail electric service at the same site.

2. The interconnection and operation of distributed generation systems at each point of common coupling shall be considered as a separate application of the Rider.

3. Service hereunder is subject to Company’s interconnection process and standards set forth and referenced in the Minnesota Distributed Energy Resource Process (MN DIP), which is available upon request or at www.otpco.com, provided that service commenced under prior interconnection processes and standards shall remain valid.

4. All provisions of the applicable standard service schedule shall apply to distributed generation service under this Rider except as noted below.
In lieu of service under this Rider, Customer and Company may pursue reasonable transactions outside the Rider; or Customer may take service, as applicable, under Company’s Small Power Producer Riders as established under Minnesota Rules Chapter 7835 – Cogeneration and Small Power Production.

**SERVICES:** Services provided under this Rider may include services from the Company to Customer and from Customer to Company. The following rates, charges, credits and payments are applicable for such services in addition to all applicable charges for service being taken under Company’s rate schedules, as noted in the “Availability” section above.

**Customer Charge:** $11.57 per month for Customer Account expense

**Monthly Minimum Charge:** The sum of the Customer Charge plus any operational and maintenance costs per the Standard Interconnection Agreement.

**Services from Company to Customer**

- **Interconnection Services**
  Interconnection services include services such as engineering/design studies, Company system upgrades and testing. The technical requirements, addressing the safe and reliable interconnection of the Customer’s equipment to the Company’s system are described in the MN DIP.

- **Supply Services**
  Supply services include standby services such as Scheduled Maintenance, Backup and Supplemental service as provided under Company’s Standby Service, Section 11.01.

- **Transmission Services**
  The Company will arrange the following services, as required, to the Customer without additional charge. The Company reserves the right to monitor the impacts of these costs and if found to be inequitable to other ratepayers, the Company will seek regulatory approval to develop appropriate charges for these services.
Transmission Services can include reservation and delivery of Capacity and energy on either a firm or non-firm basis and those ancillary services that are necessary to support the transmission of Capacity and energy from resources to loads while maintaining reliable operation over transmission providers’ transmission system. These ancillary services include services such as scheduling, system control and dispatch service, reactive supply and voltage control from generation sources service, regulation and frequency response service, Generator imbalance service, operating reserve – spinning reserve and operating reserve – supplemental reserve.

Distribution Services
Distribution services include reservation and delivery of Capacity and energy and those indirect services that are necessary to support the delivery of Capacity and energy over the Company’s Distribution system. These indirect services include allocated support services or expenses such as operation and maintenance, Customer accounting, Customer service and information, administrative and general costs, depreciation, interest and taxes. These costs are contained in the Company’s Standby Service, Section 11.01 and any of the other approved Company Tariffs. The Company reserves the right to monitor the impacts of these costs and if found to be inequitable to ratepayers, the Company will seek regulatory approval to develop appropriate charges for these services.

Services from Customer to Company

Capacity/Energy
Customer may sell all of the energy produced by the distributed generation system to the Company, use all the distributed generation energy to meet its own electrical requirements, or use a portion of the energy from the distributed generation system to meet its own electrical needs and sell the remaining energy to the Company.

If the Customer offers to sell energy to the Company, then all such energy and/or Capacity offered will be purchased by the Company under the rates, terms and conditions for such purchases as established by the Company under this Rider or under other mutually agreeable arrangements between the Company and the Customer.

Capacity and/or energy payments shall be based on Company’s annual calculation of avoided energy and Capacity costs. The Capacity credits in effect at the time Customer enters into a power purchase agreement with Company shall remain in effect for the length of the agreement. Energy payments for use under the power purchase agreement shall reflect the current schedule. The Company’s avoided energy costs shall include consideration of the actual value to the Company or avoided costs associated with renewable energy credits or emissions credits. Customer may receive either renewable credits or tradable emission credits but not both. Upon written request by Customer and
after signing a non-disclosure agreement, Company shall provide Customer the current schedule of Capacity and energy credits.

Distribution Payments
Distribution payments to Customer equal the Company’s avoided Distribution costs resulting from the installation and operation of the distributed generation system. Upon written request by Customer and after signing a non-disclosure agreement a list of substation areas or feeders that could be likely candidates for Distribution credits as determined through the Company’s normal Distribution planning process. Upon receiving an application from Customer for the interconnection and operation of a distributed generation system, Company shall perform an initial screening study to determine if the project has the potential to receive Distribution payments. Customer shall be responsible for the cost of such screening study. If Company’s study shows that there exists potential for Distribution payments, Company shall, at its own expense, pursue further study to determine the Distribution payment.

Emission Payments
Any emission payments shall be included in the development of the Company’s avoided energy costs and shall equal the value of any revenues received by the Company from the emissions credit. Customer may receive either renewable credits or tradable emission credits but not both.

Renewable Energy Credits
Customer who installs a renewable distributed generation facility shall be paid (1) the Company’s regular avoided cost and (2) for the transfer of the property rights to the Company of the renewable energy attributes (or renewable energy credits in the event of the development of a Commission-approved renewable energy tracking system) associated with the generation of renewable energy, a Renewable Resource Premium. Any renewable energy attributes (or renewable energy credits in the event of the development of a Commission-approved renewable energy tracking system) associated with Customer generated energy used on-site and not delivered to the Company will remain with the Customer who owns the generator. The Company has the option to negotiate with the Customer regarding purchases of the renewable energy attributes (or renewable energy credits in the event of the development of a Commission-approved renewable energy tracking system) associated with the Customer’s on-site usage.

Line Loss Credits
If Customer makes a written request to the Company to provide a specific line loss study, at the Customer’s expense regardless of the study’s outcome, Customer may be eligible for additional line loss credits if the study supports such credits.
DEFINITIONS: Definitions associated with Customer generation systems can be found in Attachment 1 of Standby Service, Section 11.01.

The following terms and conditions apply to this Rider (specific conditions are elaborated upon in Company’s Technical Handbook):

TERMS AND CONDITIONS:

1. Company will install all metering equipment necessary to monitor services provided to ensure adequate measurements are obtained to support necessary application of rates, charges, credits and payments. Customer will be charged an up-front contribution in aid of construction for the installed cost of such metering equipment.

2. The Customer will be compensated monthly for all energy delivered to Company. The schedule for these payments is subject to annual review.

3. The Customer shall make provisions for the installation of Company owned on-site metering. All energy received from and delivered to the Company shall be metered. On-site use of the distributed generation system output shall be unmetered for purposes of compensation. The Company may require metering of the generation output.

4. The Customer shall pay for all interconnection costs incurred by the Company, made necessary by the installation of the distributed generation system.

5. Power and energy purchased by the Customer from the Company shall be billed under the available retail rates for the purchase of electricity.

6. The Generator output must be compatible with the Utility system. The Customer's 60-hertz Generator output must be at the voltage and phase relationship of the existing service or of one mutually agreeable to the Company and the Customer.

7. The Customer will provide equipment to maintain a 100% power factor (+ or - 10%) during periods of Generator operation.

8. The Company reserves the right to disconnect the Customer's Generator from its system if the Generator or related equipment interferes with the operation of the Company’s equipment or with the equipment of other Company Customers.

9. Prior to installation, a detailed electrical diagram of the Generator and related equipment must be furnished to the Company for its approval for connection to the
Company’s system. No warranties, express or implied, will be made as to the safety or fitness of the said equipment by the Company due to this approval.

10. The Customer shall execute an electric service contract with the Company which may include, among other provisions, a minimum term of service.

11. Equipment shall be provided by the Customer that provides a positive means of preventing feedback to the Company during an outage or interruption of that system as well as a visible means to disconnect the Generator from the Utility that is readily accessible by Utility employees.

12. The Customer shall install, own and maintain all equipment deemed necessary by the Company to assure proper parallel operation of the system.

MANDATORY AND VOLUNTARY RIDERS: The amount of a bill for service will be modified by any Mandatory Rate Riders that must apply and by any Voluntary Rate Riders selected by the Customer, unless otherwise noted in this schedule. See Sections 12.00, 13.00 and 14.00 of the Minnesota electric rates for the matrices of riders.