



414 Nicollet Mall
Minneapolis, MN 55401

**PUBLIC DOCUMENT –
NOT PUBLIC DATA HAS BEEN EXCISED**

July 28, 2017

—Via Electronic Filing—

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

RE: PETITION
AFFILIATED INTEREST REQUEST AND INFORMATIONAL FILING
DOCKET NO. E002/AI-17-577

Dear Mr. Wolf:

Northern States Power Company, doing business as Xcel Energy, submits to the Minnesota Public Utilities Commission the enclosed request for approval of two contracts between the Company and an affiliate. Nicollet Projects I LLC, a non-regulated affiliate of the Company, is in the process of purchasing a portfolio of community solar gardens in the Solar*Rewards Community program from a solar developer.

Please note, that some or all of Attachments A, B, C, D and F have been marked as “Non-Public,” because they contain Trade Secret Information pursuant to Minn. Stat. §13.37, subd. 1(b). The redacted information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use. Attachments A, B and C contain confidential financial information, transactional detail and commercial contract terms that are proprietary and, if made public, could adversely impact future contract negotiations. Attachments D and F contain proprietary commercial and technical non-public data pertaining to the Solar*Rewards Community projects at issue in this Petition.

We have marked Attachments A, B and C as “Non-Public” in their entirety. Accordingly, pursuant to Minn. R. 7829.0500, subp. 3, the Company provides the following additional information:

1. **Nature of the Material:** Attachment A is the Membership Interest Purchase Agreement (MIPA). Attachment B and C are exhibits to the MIPA, and are the O&M Agreement and Customer Management Agreement, respectively.
2. **Authors:** All three agreements were jointly negotiated and prepared by the Company and the Seller.
3. **Importance:** The attachment contains confidential financial information, transaction detail and contracts terms that derive independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use. If these financial and commercial contract terms are made public, future contract negotiations could be adversely effected.
4. **Date the Information was Prepared:** The information was prepared on or about June 2017.

We have electronically filed this document with the Minnesota Public Utilities Commission, and copies have been served on the parties on the attached service list. Please contact me at amy.a.liberkowski@xcelenergy.com or (612) 330-6613 if you have any questions regarding this filing.

Sincerely,

/s/

AMY A. LIBERKOWSKI
DIRECTOR, REGULATORY PRICING AND ANALYSIS

Enclosures
c: Service List

STATE OF MINNESOTA
BEFORE THE
MINNESOTA PUBLIC UTILITIES COMMISSION

Nancy Lange	Chair
Dan Lipschultz	Commissioner
Matthew Schuerger	Commissioner
Katie J. Sieben	Commissioner
John A. Tuma	Commissioner

IN THE MATTER OF NORTHERN STATES
POWER COMPANY'S AFFILIATED
INTEREST REQUEST AND
INFORMATIONAL FILING

DOCKET NO. E002/AI-17-_____

PETITION

INTRODUCTION

Northern States Power Company (the Company), doing business as Xcel Energy, submits to the Minnesota Public Utilities Commission this request for approval of two contracts between the Company and an affiliate. Nicollet Projects I LLC (Nicollet Projects), a non-regulated affiliate of the Company, is in the process of purchasing a portfolio of community solar garden projects in the Solar*Rewards Community program (the SRC Program) from a solar developer (the Seller). The agreements at issue in this Petition facilitate the participation of Nicollet Projects in the Solar*Rewards Community program. Accordingly, the signatories of the tariffed contracts which govern the S*RC program will be the Company, on the one hand, and Nicollet Projects, on the other.

The first contract, the Company's standard, tariffed interconnection agreement (the Interconnection Agreement) has been executed for each solar project that makes up the portfolio. The current signatories to the executed Interconnection Agreements are the Company and Seller. Pending Commission approval of this Petition and transaction close, the executed Interconnection Agreements will be transferred from Seller to Nicollet Projects. The second contract, the Company's tariffed Standard Contract for Solar*Rewards Community (the Standard Contract) has not yet been executed for any of the projects in the Portfolio. As the Commission knows, the Standard Contract is only executed by the parties once the project is at (or very near) commercial operation. Accordingly, no transfer of the Standard Contract will be required as the original signatories to the agreement will be the Company and Nicollet Projects.

We submit this filing in compliance with Minn. R. 7825.2200 subp. B and Minn. Stat. 216B.48, subd 3, which establish the standards for approval of an affiliated interest request.

In addition to the Company's request to approve these two contracts, the filing sets forth additional detail regarding Nicollet Projects' participation in the Company's Solar*Rewards Community as a Community Solar Garden Operator. As a non-regulated entity, Nicollet Projects is not obligated to obtain Commission approval of its participation in the SRC Program,¹ but we are nonetheless providing this additional information in the interest of transparency.

We submit the following schedules and Attachments in support of our Petition.

Attachment A:	Membership Interest Purchase Agreement (MIPA) [non-public]
Attachment B:	O&M Agreement [non-public]
Attachment C:	Customer Management Agreement [non-public]
Attachment D:	Section 10 Interconnection Agreements [non-public]
Attachment E:	Standard Contract for Solar*Rewards Community
Attachment F:	Schedule of Projects [non-public]
Attachment G:	Affidavit of Mr. Kurt Battles
Attachment H:	Affidavit of Mr. Jean-Baptiste Jouve

I. SUMMARY OF FILING

A one-paragraph summary is attached to this filing pursuant to Minn. R. 7829.1300, subp. 1.

II. SERVICE ON OTHER PARTIES

Pursuant to Minn. R. 7829.1300, subp. 2, the Company has served a copy of this filing on the Department of Commerce and the Office of the Attorney General – Antitrust and Utilities Division. A summary of the filing has been served on all parties on the enclosed service lists.

¹ The Community Solar Garden statute provides for utility- and non-utility ownership of community solar gardens. Under the statute, Xcel Energy, as program administrator, must not “apply different requirements to utility and nonutility community solar garden facilities.” Minn Stat. 216B.1641. The Commission’s April 7, 2014 Order in Docket No. E002/M-13-867 states, “Xcel shall submit a filing for Commission approval of any proposal to offer utility-owned solar gardens. The filing shall include a detailed explanation of all processes and procedures to ensure that solar-garden operators are treated on a nondiscriminatory basis with Xcel-owned solar gardens.”

III. GENERAL FILING INFORMATION

Pursuant to Minn. R. 7829.1300, subp. 3, the Company provides the following information:

A. Name, Address, and Telephone Number of Utility

Northern States Power Company, a Minnesota corporation
414 Nicollet Mall
Minneapolis, MN 55401
(612) 330-5500

B. Name, Address, and Telephone Number of Utility Attorney

Amanda Rome
Lead Assistant General Counsel
Xcel Energy
414 Nicollet Mall, 401 8th Floor
Minneapolis, MN 55401

C. Date of Filing

The date of this filing is July 28, 2017.

D. Statute Controlling Schedule for Processing the Filing

Minn. Stat. § 216B.48 and Minn. R. 7825.2200 (B) govern the substantive criteria related to the agreements between Nicollet Projects and the Company. These provisions do not establish an explicit timeframe for Commission action, though as with any commercial transaction, time is of the essence.

E. Utility Employee Responsible for Filing

Amy Liberkowski
Director, Regulatory Pricing and Analysis
Xcel Energy
414 Nicollet Mall, 401 7th Floor
Minneapolis, MN 55401
(612) 330-6613

IV. MISCELLANEOUS INFORMATION

Pursuant to Minn. R. 7829.0700, the Company requests that the following persons be placed on the Commission's official service list for this proceeding:

Amanda Rome
Lead Assistant General Counsel
Xcel Energy
414 Nicollet Mall, 401 8th Floor
Minneapolis, MN 55401
amanda.j.rome@xcelenergy.com

Carl Cronin
Regulatory Records
Xcel Energy
414 Nicollet Mall, 401 7th Floor
Minneapolis, MN 55401
regulatory.records@xcelenergy.com

Any information requests in this proceeding should be submitted to the Regulatory Records email address above.

V. DESCRIPTION AND PURPOSE OF FILING

New Energy Equity, LLC (New Energy Equity) is a renewable energy developer building solar projects in the Company's SRC Program. Nicollet Projects is a non-regulated Company affiliate and is in the process of purchasing a portfolio of turnkey solar projects from New Energy Equity, the Seller. A copy of the Membership Interest Purchase Agreement governing the purchase transaction is included in this filing at Attachment A.

Upon transaction close, Nicollet Projects will be the owner of the community solar projects and the Community Solar Garden Operator for purposes of the Standard Contract for Solar*Rewards Community. As provided for in the attached documents, however, Seller will deliver the subscription management services, as well as the operations and maintenance services for all of the solar facilities included in the portfolio.

The purpose of this filing is to seek regulatory approval of the agreements between Nicollet Projects and the Company that will facilitate the participation of Nicollet Projects in Solar*Rewards Community.

VI. COMPLIANCE INFORMATION

Minn. Stat. § 216B.48, subd. 3 establishes the Commission's authority regarding affiliate arrangements, as follows:

No contract or arrangement, including any general or continuing arrangement, providing for the furnishing of management, supervisory, construction, engineering, accounting, legal, financial, or similar services, and no contract or arrangement for the purchase, sale, lease, or exchange of any property, right, or thing, or for the furnishing of any service, property, right, or thing[...] between a public utility and any affiliated interest [...] is valid or effective unless and until the contract or arrangement has received the written approval of the

commission. [...] Every public utility shall file with the commission a verified copy of the contract or arrangement, or a verified summary of the unwritten contract or arrangement [...]

When the Company requests approval of an affiliate agreement, Minn. Stat. § 216B.48 and Minn. R. 7825.2200 require that certain information be provided. Pursuant to these requirements, the Company provides the following information.

A. Description of the Affiliated Parties and Agreement

*1. Standard Contracts for Solar*Rewards Community*

The Company's Solar*Rewards Community program was filed with the Commission on September 30, 2013 in compliance with the Community Solar Gardens statute, Minn. Stat. 216B.1641.² The Commission approved the program and the use of a tariffed form contract in its Order dated September 17, 2014. The Standard Contract sets forth the terms and conditions that govern the SRC Program as it pertains to all participants, including a term that requires the Company to purchase the energy generated by the solar garden and, based on that production, to provide bill credits to the garden's subscribers. Other key provisions outlined in the Standard Contract include the length of the contract, disclosure requirements, how and to whom Renewable Energy Certificates (RECs) are assigned, and the subscriber bill credit rate.

The Standard Contract is executed by the Company and the Community Solar Garden Operator—in this instance, Nicollet Projects, for each project, once the project has achieved commercial operation.

2. Interconnection Agreements

The Interconnection Agreement is a tariffed contract at Section 10 of the Company's Electric Rate Book and provides the terms and conditions for interconnecting generating facilities to the Company's distribution grid. The Interconnection Agreement sets forth certain operational requirements, cost responsibility, terms for disconnection, and insurance requirements.

An Interconnection Agreement is signed for each project by the Company and the developer. For each project in the portfolio, the Interconnection Agreement has been fully executed by Seller, as the developer, and the Company. Upon transaction close, the executed Interconnection Agreements will be transferred from Seller to Nicollet

² *In the Matter of the Petition of Northern States Power Company for Approval of its Proposed Community Solar Garden Program*, Docket No. E002/M-13-867.

Projects and—thus—will ultimately be between the Company and Nicollet Projects.³

B. Copy of the Agreements

The Company includes at Attachment D copies of the existing Interconnection Agreements for each community solar garden being purchased by Nicollet Projects. The Company includes at Attachment E the tariffed form of the Standard Contract for Solar*Rewards Community.

C. Other Agreements between Petitioner and Affiliated Interest

1. List of Outstanding Contracts or Agreements

There are no outstanding contracts or agreements as between the Company and Nicollet Projects.

Xcel Energy Services Inc. (the service company affiliate of the Company) is currently developing an Administrative Services Agreement with Nicollet Projects, which will provide the rates, terms and conditions for XES charges to Nicollet Projects.

2. Consideration Received by Affiliated Interest

Under the Interconnection Agreements, if the Company upgrades its network to accommodate the projects, then the interconnection applicant pays the costs of the Company's work. If the interconnection applicant has complied with Company engineering requirements and passed required inspections, the Company allows interconnection to its distribution system.

Under the Standard Contract for Solar*Rewards Community, if Nicollet Projects as Community Solar Garden Operator complies with SRC Program rules, the Company will purchase the energy generated by the solar projects and provide bill credits to Nicollet Projects' subscribers.

3. Summary of Relevant Costs

Costs associated with any service company employees who provide services to Nicollet Projects will be directly assigned to Nicollet Projects. Any indirect costs that cannot be directly assigned to Nicollet Projects (such as overhead costs) will be allocated pursuant to the Administrative Services Agreement described above. Regarding operational expenses, the tariffed agreements set forth any and all terms

³ By "transferred" we mean "effective transfer." The underlying transaction is technically a purchase of membership interests in 14 LLC project companies by Nicollet Projects.

with respect to cost responsibility.

4. *Competitive Bidding*

There was no competitive bidding between the Company and Nicollet Projects with respect to the Interconnection Agreements, Standard Contract for Solar*Rewards Community, or for any other purpose. Solar*Rewards Community is a statutory program and all rates, fees, or other costs as between the Company and its affiliate are as set forth in the tariffed agreements.

D. Standard of Review – Public Interest

1. *Standard of Review*

Minn. Stat. § 216B.48, subd. 3 establishes the public interest as the standard of review for affiliate arrangements, as follows:

The commission shall approve the contract or arrangement made or entered into after that date only if it clearly appears and is established upon investigation that it is reasonable and consistent with the public interest.... The burden to establish the reasonableness of the contract or arrangement is on the public utility.

2. *The Agreements are Reasonable and in the Public Interest*

The Commission’s September 17, 2014 Order in Docket No. E002/M-13-867 authorized the terms of the Solar*Rewards Community program on the basis that the terms were reasonable and consistent with the public interest. In approving the Section 10 Interconnection Agreement, the Commission similarly concluded that those terms and conditions were reasonable and in the public interest. Additionally, in approving the program, the Commission conditioned participation in the program on execution of both the Standard Contract and the Section 10 Interconnection Agreement for all Community Solar Garden Operators.

In stepping into the shoes of the solar developer and becoming the counterparty to the Standard Contracts and the Interconnection Agreements, Nicollet Projects is bound by tariffed terms that the Commission has already found to be reasonable and in the public interest.

VII. DESCRIPTION OF AFFILIATE SRC PROGRAM PARTICIPATION

A. Project Status

The solar portfolio being purchased by Nicollet Projects includes a total of 14 projects, for a total capacity of approximately 18.5 MWac. See Attachment F for a schedule of all projects. The projects are located in Goodhue, Washington, Renville, Blue Earth, Rice, Steele, and Chisago Counties. The projects are anticipated to start construction this summer and the majority of the projects are scheduled to be placed in service by 2017 year end. All projects are anticipated to be fully subscribed by the time they are placed in service.

B. Operational Information

Once the transaction closes, Nicollet Projects will be the Community Solar Garden Operator for all projects and, by the terms of its Membership Interest Purchase Agreement, will outsource to New Energy Equity subscriber management services as well as the ongoing facility operation and maintenance work associated with the portfolio of projects.⁴

C. Non-Discriminatory Treatment

The projects in the portfolio have not and will not benefit from any discriminatory treatment. We can demonstrate this fact in several ways.

First, the timeline of the negotiations demonstrate that Seller has been following the SRC Program process in the same way as any other competing developer has. All projects were submitted to the program no later than November 22, 2016. As the Commission is aware, the applicants must supply the location, size, and technical details for each project. It was not until January 2017 when initial discussions with Seller were initiated, so neither the Company nor Nicollet Projects had influence on the projects submitted by NEE into the SRC program. Similarly, Seller has been independently marketing the subscription offer to its projects to potential subscribers in the same way as other competing developers have, without any information or any assistance from Nicollet Projects.

Second, given that the SRC Program's governing contracts are tariffed, Nicollet Projects will stand in the same position as all other Community Solar Garden Operators and will need to satisfy all of the contractual terms as a condition of program participation. In compliance with the tariffed agreements, Nicollet Projects would be responsible for paying actual costs for distribution system construction, receive any unsubscribed energy payments at the currently tariffed rate, and otherwise "live by" the terms of the tariff.

⁴ Energy Support Services, LLC, an affiliate of New Energy Equity, will perform the O&M and the subscriber management services.

Even so, we understand that Nicollet Projects may be viewed as differently positioned than other developers given its affiliation with Xcel Energy. Accordingly, we have taken steps to assure the Commission and other stakeholders that Nicollet Projects has not and will not be permitted specialized access to SRC Program staff, Company engineering staff, or any information not accessible by other program developers. Specifically, Nicollet Projects has not had and will continue not to have access to non-public distribution grid information, customer data, or program data.

To underscore this point, we have taken the unusual step of submitting affidavits from the negotiating team leads that attest to these facts. The first is from Mr. Kurt Battles, a Manager in our Business Development group, which is housed within Xcel Energy Services. His affidavit is included at Attachment G. The second affidavit is from Mr. Jean-Baptiste Jouve, a Director in our Corporate Finance group, which is housed within Xcel Energy Services. His affidavit is included at Attachment H.

Third, Nicollet Projects will be outsourcing the subscriber-facing contact through its Customer Management Agreement with Seller. The Customer Management Agreement, included at Attachment C, is an exhibit to the (MIPA). Specifically, the provisions in Section 2 demonstrate that in the event a subscriber were to withdraw from the program, replacement of that subscriber will be handled by Seller—who has no greater access to the Company’s customer records and market research than any other solar developer.⁵ In fact, no employees from the Company (NSPM) have nor will support Nicollet Projects. To the extent any employees of Xcel Energy Services support Nicollet Projects, we will directly allocate those costs to Nicollet Projects. Further, any indirect costs not capable of being directly assigned will be addressed in an Administrative Services Agreement currently under development.

Fourth, Nicollet Projects will be outsourcing the operation and maintenance of its projects through its Operation and Management Agreement with Seller’s affiliate, which is included at Attachment B. No employees from the Company have nor will support Nicollet Projects on the O&M related to the solar facilities.⁶

⁵ Under section 2.1.1 of the Customer Management Agreement, the NEE affiliate is engaged to provide the services listed on Schedule 2, including the duty to find replacement customers(c), manage subscription transfers, prepare billings and manage the collection process (b), and engage as the point of contact for customer service request calls(a), among other responsibilities. Section 2.2 provides that all individuals who perform such Services shall be employees or subcontractors of the NEE affiliate. Section 3.4.1 provides that the NEE affiliate shall keep and maintain all records relating to the Customers under the Subscription Agreement or are otherwise required by law or advisable.

⁶ Section 1.1.1 of the O&M Agreement provides that the NEE affiliate shall have “care, custody and control of the system ...and shall perform basic services” as described in Section 1.2. Section 1.1.2 identifies additional work that the affiliate shall provide upon our request. Sections 1.2.3 through 1.2.8 describe the basic services to be provided, including routine system monitoring, work order processing, maintenance to ensure requirements are met for system equipment warranties, calibration of the electric revenue meter, system performance reporting, corrective maintenance, permitting and grass cutting. Section 1.3 identifies the

For all of these reasons, we believe it is clear that neither the Company's affiliate nor the Company has had or will have any influence over the siting, queue position, or interconnection of projects. Neither will the Company or its affiliate play a role in the initiation or maintenance of any current or future subscriber contracts, nor the operation and maintenance of those projects.

We further note that, as a practical matter, there could be no perceived unfairness in the marketplace with respect to Nicollet Projects' direct participation in the SRC Program. The SRC Program has developed over a period of four years, and boasts a pipeline of over 800 MW of projects developed by parties with no Company affiliations. Further, Nicollet Projects' participation in the program benefits the SRC Program. As an offtaker of project portfolios, Nicollet Projects provides an attractive long-term ownership exit strategy that fits the development business model, allowing developers to redeploy capital and continue to thrive in this sector.

For all of these reasons, Nicollet Projects' participation in the Solar*Rewards Community program is reasonable, non-discriminatory, and consistent with the public interest.

CONCLUSION

Xcel Energy respectfully requests that the Commission approve the two affiliate agreements, the Interconnection Agreements and the Standard Contract for Solar*Rewards Community, as between the Company and Nicollet Projects. The affiliate agreements enable Nicollet Projects to participate in the Solar*Rewards Community program. Because Nicollet Projects is bound by the tariffed terms of the program, the Company's affiliate agreements are reasonable and supported by the public interest. The Company seeks expeditious review of its request to facilitate the commercial transaction on behalf of its affiliate and to allow Nicollet Projects to efficiently serve its customer-subscribers.

Dated: July 28, 2017

Northern States Power Company

process for the affiliate to provide additional services not covered as basic services, such as Solar PV Module Cleaning.

STATE OF MINNESOTA
BEFORE THE
MINNESOTA PUBLIC UTILITIES COMMISSION

Nancy Lange	Chair
Dan Lipschultz	Commissioner
Matthew Schuerger	Commissioner
Katie J. Sieben	Commissioner
John A. Tuma	Commissioner

IN THE MATTER OF NORTHERN STATES
POWER COMPANY'S AFFILIATED
INTEREST REQUEST AND
INFORMATIONAL FILING

DOCKET NO. E002/AI-17-_____

PETITION

SUMMARY OF FILING

Please take notice that on July 28, 2017 Northern States Power Company, doing business as Xcel Energy, submitted a Petition to the Minnesota Public Utilities Commission seeking approval of agreements between affiliates Nicollet Projects I LLC and Northern States Power Company. The agreements enable the participation of Nicollet Projects I LLC in the Company's tariffed Solar*Rewards Community Program.

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4. **Date the Information was Prepared:** The information was prepared on or about June 2017.

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[TRADE SECRET BEGINS

TRADE SECRET ENDS]

Northern States Power Company, a Minnesota corporation
Minneapolis, Minnesota 55401
MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

**STANDARD CONTRACT FOR
SOLAR*REWARDS COMMUNITY**

Section No. 9
Original Sheet No. 69

**STANDARD CONTRACT FOR
SOLAR*REWARDS COMMUNITY**

THIS CONTRACT is entered into _____ by Northern States Power Company, a Minnesota corporation and wholly owned subsidiary of Xcel Energy Inc., (hereafter called "Company") and _____ (hereafter called "Community Solar Garden Operator"). Together, the Company and Community Solar Garden Operator are the Parties.

RECITALS

The Community Solar Garden Operator is the operator of a Community Solar Garden with an established or planned solar photovoltaic electric generating facility with a nameplate capacity of _____ kilowatts of alternating current (AC), on property located at _____ ("Community Solar Garden"). The Community Solar Garden is a facility that generates electricity by means of a ground mounted or roof mounted solar photovoltaic device(s) whereby a Subscriber to the Community Solar Garden receives a Bill Credit for the electricity generated in proportion to the size of the Subscription.

The Community Solar Garden Operator is prepared to generate electricity in parallel with the Company.

DEFINITIONS

"Bill Credit" shall mean the dollar amount paid by the Company to each Subscriber as a credit on the Subscriber's retail electric service bill to compensate the Subscriber for its beneficial share of solar photovoltaic electricity produced by the Community Solar Garden and delivered to the Company from the Community Solar Garden.

"Bill Credit Rate" shall mean the then current applicable Bill Credit Rate as found in the Company's rate book applicable to the Solar*Rewards Community Program. The Bill Credit Type is either the "Standard" Bill Credit or "Enhanced" Bill Credit found at that sheet in the rate book. The Standard Bill Credit is based on the applicable retail rate, which shall be the full retail rate, including the energy charge, demand charge, customer charge and applicable riders, for the customer class applicable to the Subscriber receiving the credit, and shall not reflect compensation for RECs. The "Enhanced" Bill Credit found at that sheet in the rate book is the sum of the Standard Bill Credit and the REC price and is the applicable Bill Credit Rate only where the Community Solar Garden Operator has made an election under Section 14.iii of this Contract to transfer the solar RECs to the Company. The REC prices embedded within the Enhanced Bill Credit are fixed for the duration of the term of this Contract and are fixed at the REC price in place at the time the Community Solar Garden has filed a completed application. Accordingly, the Standard and Enhanced Bill Credit rates will change over the term of this Contract and the Bill Credit Rate will be based on the then-current Standard or Enhanced Bill Credit as provided for in this Contract, but the REC value embedded within the Enhanced Bill Credit will not change during the Contract term. Once a Standard or Enhanced Bill Credit applies, that Bill Credit Type applies for the term of the Contract.

(Continued on Sheet No. 9-70)

Date Filed:	09-30-13	By: David M. Sparby	Effective Date:	09-17-14
		President and CEO of Northern States Power Company, a Minnesota corporation		
Docket No.	E002/M-13-867		Order Date:	09-17-14

N

N

Northern States Power Company, a Minnesota corporation
Minneapolis, Minnesota 55401
MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

**STANDARD CONTRACT FOR
SOLAR*REWARDS COMMUNITY (Continued)**

Section No. 9
2nd Revised Sheet No. 70

“Community Solar Garden Allocation” shall mean the monthly allocation, stated in Watts direct current (DC) as a portion of the total nameplate capacity of the Community Solar Garden, applicable to each Subscriber’s Subscription reflecting each Subscriber’s allocable portion of photovoltaic electricity produced by the Community Solar Garden in a particular Production Month.

“Community Solar Garden Operator” is identified above and shall mean the organization whose purpose is to operate or otherwise manage the Community Solar Garden for its Subscribers. A Community Solar Garden Operator may be an individual or any for-profit or non-profit entity permitted by Minnesota law.

“Community Solar Garden Location” is the location of the single point of common coupling for the Community Solar Garden associated with the PV System. Multiple Community Solar Garden Locations may be situated in close proximity to one another in order to share in distribution infrastructure. This defined term is applicable to:

1. determine which county the Community Solar Garden is located in for purposes of:
 - a. applying the requirement that “Each Subscriber to the Community Solar Garden must be a retail customer of the Company and each must be located in the same county or a county contiguous to the Community Solar Garden Location”,
 - b. having the Company publicly disclose the county where the Community Solar Garden is located,
 - c. generally describing, in addition to the Community Solar Garden Address, the location of the Community Solar Garden; and,
2. detail the requirement that multiple Community Solar Garden Locations may be situated in close proximity to one another in order to share in distribution infrastructure.

This definition should not be used to determine whether a Community Solar Garden complies with the Service Territory Requirement.

“Community Solar Garden Statutory Requirements” are based on the provisions in Minn. Stat. § 216B.1641 and Minn. Stat. § 216B.1691, and for purposes of this Contract mean the following:

- a. The Community Solar Garden must have not less than five (5) Subscribers;
- b. No single Subscriber may have more than a forty (40) percent interest in the Community Solar Garden;
- c. The Community Solar Garden must have a nameplate capacity of no more than one (1) megawatt alternating current (AC);
- d. Each Subscription shall be sized to represent at least two hundred (200) watts of the Community Solar Garden’s generating capacity;
- e. Each Subscription shall be sized so that, when combined with other distributed generation resources serving the premises of each Subscriber, the Subscription size does not exceed one hundred twenty (120) percent of the average annual consumption of electricity over the prior twenty four (24) months by each Subscriber to which the Subscription is attributed (based on the annual estimated generation of the PV System as determined by PVWATTS), provided that if historical electric energy consumption data is not available for a particular subscriber the Company will calculate the estimated annual electric energy consumption under the process detailed in the Company’s rate book applicable to the Solar*Rewards Community Program.

(Continued on Sheet No. 9-71)

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**STANDARD CONTRACT FOR
SOLAR*REWARDS COMMUNITY (Continued)**

Section No. 9
1st Revised Sheet No. 71

- f. The Community Solar Garden must comply with the Service Territory Requirement;
- g. Each Subscriber to the Community Solar Garden must be a retail customer of the Company and each must be located in the same county or a county contiguous to the Community Solar Garden Location; and,
- h. Customers who are exempt from the Solar Energy Standard (SES) under Minn. Stat. § 216B.1691, subd. 2(f)d, shall not participate in or subscribe to Community Solar Gardens.

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“CSG Application System” or “Community Solar Gardens Application and Subscriber Management System” is the interactive, internet website-based interface maintained by or on behalf of the Company through which the Community Solar Garden Operator may establish qualifications, provide information and complete documents necessary for acceptance in the Company’s Solar*Rewards Community Program, and may enter or change the Monthly Subscription Information reflecting updated information for each Subscriber, including any changes to any Subscriber’s name, account number, address, and Community Solar Garden Allocation.

“Date of Commercial Operation” shall mean the first day of the first full calendar month upon which commercial operation is achieved following completion of all Interconnection Agreement requirements and processes.

“House Power” shall mean the electricity needed to assist in the PV System’s generation, including system operation, performance monitoring and associated communications, except for energy directly required for the local control and safe operation of the PV System. It also means other electricity used by the Community Solar Garden, such as for perimeter lighting, a visitor’s center or any other structures or facilities at the Community Solar Garden Site.

“Interconnection Agreement” shall mean the Interconnection Agreement in Section 10 of the Company’s rate book.

“Monthly Subscription Information” shall mean the information stored within the CSG Application System, as timely entered or changed by the Community Solar Garden Operator via the CSG Application System, setting forth the name, account number and service address each Subscriber holding Subscriptions in the Community Solar Garden, and the Community Solar Garden Allocation applicable to each such Subscriber’s Subscription, reflecting each Subscriber’s allocable portion of photovoltaic energy produced by the Community Solar Garden during a particular Production Month.

“Production Meter” shall mean the meter which will record the energy generated by the PV System only and which will be reported on the Solar Garden Operator’s bill. The readings on the Production Meter showing the energy generated by the PV System will also be used to determine the RECs generated by the PV System.

“Production Month” shall mean the calendar month during which photovoltaic energy is produced by the Community Solar Garden’s PV System and delivered to the Company at the Production Meter.

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(Continued on Sheet No. 9-72)

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**STANDARD CONTRACT FOR
SOLAR*REWARDS COMMUNITY (Continued)**

Section No. 9
1st Revised Sheet No. 72

“PV System” shall mean the solar electric generating facility to be located at the Community Solar Garden, including the photovoltaic panels, inverter, output breakers, facilities necessary to connect to the Production Meter, protective and associated equipment, improvements, and other tangible assets, contract rights, easements, rights of way, surface use agreements and other interests or rights in real estate reasonably necessary for the construction, operation, and maintenance of the electric generating facility that produces the photovoltaic energy subject to this Contract.

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“Service Territory Requirement” means that the solar electric generating facility located at the Community Solar Garden is entirely located in the service territory of the Company, including the photovoltaic panels, inverter, output breakers, service meter, Production Meter, the facilities between the service meter and Production Meter, and the facilities between the photovoltaic panels and the Production Meter.

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“Subscribed Energy” means electricity generated by the PV System attributable to the Subscribers’ Subscriptions and delivered to the Company at the Production Meter on or after the Date of Commercial Operation.

“Subscriber” means a retail customer of the Company who owns one or more Subscriptions of a community solar garden interconnected with the Company.

“Subscriber’s Account Information” consists of the Subscriber’s name, account number, service address, telephone number, email address, web site URL, information on Subscriber participation in other distributed generation serving the premises of the Subscriber, and Subscriber specific Bill Credit(s).

“Subscriber’s Energy Usage Data” includes the past, present and future electricity usage attributable to the Subscriber for the service address and account number identified for participation in the Community Solar Garden.

“Subscription” means a contract between a Subscriber and the Community Solar Garden Operator.

“Term of the Contract” means the term of this contract which shall be the same as for the Interconnection Agreement applicable to the Community Solar Garden, and shall begin when this Contract is signed by the Parties and end twenty five (25) years after the Date of Commercial Operation unless otherwise provided below.

“Unsubscribed Energy” means electricity generated by the PV System and delivered to the Company at the Production Meter which is not Subscribed Energy and also includes electricity generated by the PV System and delivered to the Company prior to the Date of Commercial Operation.

(Continued on Sheet No. 9-73)

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**STANDARD CONTRACT FOR
SOLAR*REWARDS COMMUNITY (Continued)**

Section No. 9
1st Revised Sheet No. 73

AGREEMENTS

The Community Solar Garden Operator and the Company agree:

1. Sale of Electricity Generated by the Community Solar Garden. Effective upon the Date of Commercial Operation, the Community Solar Garden shall sell and deliver to the Company at the Production Meter all of the photovoltaic energy produced by the PV System. Payment for the Subscribed Energy which is produced and delivered will be solely by a Bill Credit to Subscribers as detailed below. Payment for Unsubscribed Energy will be paid to the Community Solar Garden Operator at the then current: 1.) Company's avoided cost rate (found in the Company's rate book, Rate Code A51) for solar gardens of 40 kW (AC) capacity or larger, or 2.) Company's average retail energy rate (found in the Company's rate book, Rate Code A50) for solar gardens under 40 kW (AC) capacity. Where the Community Solar Garden Operator has elected to transfer the solar RECs to the Company under the Standard Contract for Solar*Rewards Community, an additional payment of \$0.01/kWh will be paid to the Community Solar Garden Operator for the RECs associated with this Unsubscribed Energy. The Community Solar Garden Operator shall not sell any photovoltaic energy generated from the PV System, or any capacity associated with the PV System, to any person other than the Company during the term of this Contract, and the Company shall purchase and own all photovoltaic energy produced by the PV System. This Contract conveys to the Company all energy generated from the PV System and all capacity associated with the PV System for the Term of the Contract.

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A. The Company will buy (through Bill Credits to the Subscribers) all Subscribed energy generated by the Community Solar Garden and delivered to the Company during a particular Production Month at the Bill Credit Rate. Each Subscriber to the Solar*Rewards Community Program will receive a Bill Credit at the Bill Credit Rate for electricity generated attributable to the Subscriber's Subscription. Each Subscriber will also be charged for all electricity consumed by the Subscriber at the applicable rate schedule for sales to that class of customer. If the Bill Credit exceeds the amount owed in any billing period, the excess portion of the Bill Credit in any billing period shall be carried forward and credited against all charges. All Bill Credits must be carried forward for at least a twelve (12) month cycle. The Company shall purchase all Bill Credits with the billing statement which includes the last day in February and restart the credit cycle on the following period with a zero credit balance. Consistent with Minn. R. 7820.3800, Subp. 2, the purchase of the Bill Credits will only be made when the Bill Credit amount is more than \$1 due for an existing customer or \$2 or more due a person or legal entity no longer a customer of the Company.

B. A copy of the presently filed Solar*Rewards Community Program tariff of the Company's rate book is attached to this Contract. The rates for sales and purchases of Subscribed Energy shall be changed annually or otherwise as provided by order of the MPUC. The Community Solar Garden Operator shall comply with all of the rules stated in the Company's applicable electric tariff related to the Solar*Rewards Community Program and the tariffed version of this Contract, as the same may be revised from time to time, or as otherwise allowed by an amendment to this Contract approved, or deemed approved, by the Minnesota Public Utilities Commission. In the event of any conflict between the terms of this Contract and Company's electric tariff, the provisions of the tariff shall control.

(Continued on Sheet No. 9-74)

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**STANDARD CONTRACT FOR
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Section No. 9
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C. For the purchases by the Company, the Company shall apply a Bill Credit each billing period to each Subscriber's bill for retail electric service at the Bill Credit Rate based upon the Subscriber's allocation as set forth in the Monthly Subscription Information applicable to the preceding Production Month. The Production Month to which the Bill Credit is applicable shall not necessarily match the billing period for the retail electric service bill in which the Bill Credit is applied.

D. For purposes of applying the Bill Credit to each Subscriber's bill, the Company shall be entitled to rely exclusively on the Monthly Subscription Information as timely entered by the Community Solar Garden Operator via the CSG Application System.

E. The correction of any allocation of previously-applied Bill Credits among Subscribers or payments to the Community Solar Garden Operator for Unsubscribed Energy, pertaining to a particular month due to any inaccuracy reflected in such Monthly Subscription Information with regard to a Subscriber's Subscription in the PV System and the beneficial share of photovoltaic energy produced by the PV System, or the share of Unsubscribed Energy, shall be the full responsibility of the Community Solar Garden Operator, unless such inaccuracies are caused by the Company.

2. House Power. The Company will sell House Power to the Community Solar Garden under the rate schedule in force for the class of customer to which the Community Solar Garden Operator belongs. The Community Solar Garden Operator shall be solely responsible for arranging retail electric service exclusively from the Company in accordance with the Company's Electric Rate Book. The Community Solar Garden Operator shall obtain House Power solely through separately metered retail service and shall not obtain House Power through any other means, and waives any regulatory or other legal claim or right to the contrary. Because the Company must purchase from the Community Solar Garden all energy generated by the Community Solar Garden, the Community Solar Garden may not use the energy it generates to be consumed by it. It may not net-out or use energy it generates for House Power. The Parties acknowledge and agree that the performance of their respective obligations with respect to House Power shall be separate from this Contract and shall be interpreted independently of the Parties' respective obligations under this Contract. Notwithstanding any other provision in this Contract, nothing with respect to the arrangements for House Power shall alter or modify the Community Solar Garden Operator's or the Company's rights, duties and obligations under this Contract. This Contract shall not be construed to create any rights between the Community Solar Garden Operator and the Company with respect to the arrangements for House Power.

(Continued on Sheet No. 9-75)

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**STANDARD CONTRACT FOR
SOLAR*REWARDS COMMUNITY (Continued)**

Section No. 9
1st Revised Sheet No. 75

3. Metering Charges and Requirements

- A. Metering Charge per Month:
 Single Phase \$5.50
 Three Phase \$8.00

B. Two (2) Company-owned meters are required to be installed at each service location associated with each Community Solar Garden generation source subject to this Contract. One meter is located at the main service and will record energy delivered to the Community Solar Garden Operator from the Company. The second meter (the "Production Meter") will record energy generated by the PV System only. For the sake of clarity, the amount of energy used as House Power consists of that shown on the meter located at the main service plus electricity recorded as reverse flowing through the Production Meter. The Company shall install, or cause to be installed, own, operate and maintain the Production Meter to measure the AC production of the PV System, at the Community Solar Garden Operator's expense and including the cost of the Production Meter itself. Community Solar Garden Operator will provide all meter housing and socket replacement and rewiring to install both meters. Community Solar Garden Operator shall be charged monthly the metering charge for the main service meter. The metering charge assumes common use of all Company facilities up to the metering point, for both receipt and delivery of energy. Any additional facilities required by Company to accommodate the PV System will require Community Solar Garden Operator to pay an interconnection charge in advance.

4. Title, Risk of Loss, and Warranty of Title. As between the Parties, the Community Solar Garden Operator shall be deemed to be in control of the photovoltaic energy output from the PV System up to and until delivery and receipt by the Company at the Production Meter and the Company shall be deemed to be in control of such energy from and after delivery and receipt at such Production Meter. Title and risk of loss related to the photovoltaic energy shall transfer to the Company at the Production Meter. The Community Solar Garden warrants and represents to the Company that it has or will have at the time of delivery good and sufficient title to all photovoltaic energy output and/or the ability to transfer good and sufficient title of same to the Company.

5. Interconnection Requirements. The Community Solar Garden Operator must sign an Interconnection Agreement under Section 10 of the Company's rate book, and comply with all of the terms and conditions of that Interconnection Agreement except as otherwise specified in this Contract. The following additional interconnection terms also apply.

A. Term of Interconnection Agreement. While the Company's tariff pertaining to its Interconnection Agreement generally provides that the term of the Interconnection Agreement may be up to twenty (20) years, where the tariffed Interconnection Agreement is used in conjunction with this tariffed Contract, the term of the Interconnection Agreement may end twenty five (25) years after the Date of Commercial Operation.

B. To the extent to which the ADDITIONAL TERMS AND CONDITIONS set forth in Section 9, Sheets 68 through 68.16 differ from the Section 10 tariff, these ADDITIONAL TERMS AND CONDITIONS shall control.

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(Continued on Sheet No. 9-76)

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**STANDARD CONTRACT FOR
SOLAR*REWARDS COMMUNITY (Continued)**

Section No. 9
1st Revised Sheet No. 76

6. Community Solar Garden Requirements.

A. The Community Solar Garden Operator shall assure that each of the Community Solar Garden Statutory Requirements is met.

B. For each Subscriber, there must be a completed and fully-executed Subscriber Agency Agreement and Consent Form (Attachment "A" to this Contract) which is delivered to the Company prior to the Date of Commercial Operation, or prior to adding each Subscriber.

C. Code Compliance. The Community Solar Garden Operator shall be responsible for ensuring that the PV System equipment installed at the Community Solar Garden meets all applicable codes, standards, and regulatory requirements at the time of installation and throughout its operation.

D. Project Completion. The Company will determine whether an application from the Community Solar Garden Operator is complete within thirty (30) days of its submission to the Company and approve or reject the application based on engineering review within sixty (60) days of finding it complete unless the Community Solar Garden Operator has agreed to an extension. The date an application shall be considered to be submitted to the Company is the date on which the Community Solar Garden Operator has uploaded to the CSG Application System all documents and information to allow the Company to begin engineering review which include the following:

- (i) the contact information for the Community Solar Garden Operator;
- (ii) the Community Solar Garden information, including system location and specifications;
- (iii) application fee and deposit; and,
- (iv) engineering documents, including one line diagram, site plan and signed Interconnection application.

Where the Company has timely rejected an application, the Company will allow the Community Solar Garden Operator to provide additional documents or information and the sixty (60) day timeframe will begin anew for the Company to accept or reject the application. The Community Solar Garden Operator shall complete the project and the Date of Commercial Operation shall be within twenty-four (24) months from the Company finding that the application is complete. Failure of the Company to meet the timeframes for completing engineering studies and interconnection cost estimates set forth in the Commission's September 28, 2004 Order in Docket No. E999/CI-01-1023 as implemented in Section 10 of the Company's rate book will extend this twenty-four (24) month period on a day-for-day basis. If the Date of Commercial Operation is not within this twenty-four (24) month period (including any day-for-day extension referenced above), then the Company will return the Deposit and the Community Solar Garden Operator, if it still intends to proceed with the project, will need to reapply and submit a new application fee and deposit.

E. The ADDITIONAL TERMS AND CONDITIONS set forth in tariff Section 9, Sheets 68 through 68.16, fully apply.

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(Continued on Sheet No. 9-77)

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**STANDARD CONTRACT FOR
SOLAR*REWARDS COMMUNITY (Continued)**

Section No. 9
Original Sheet No. 77

6. Community Solar Garden Requirements. (Continued)

F. Annual Report. The Community Solar Garden Operator shall issue (and provide to the Company and each Subscriber) public annual reports as of the end of the calendar or other fiscal year containing, at a minimum, the energy produced by the Community Solar Garden; audited financial statements including a balance sheet, income statement, and sources and uses of funds statement; and the management and operatorship of the Community Solar Garden Operator. The identity of specific Subscribers should not be listed in the public annual report, unless if there is explicit informed Subscriber consent. The Community Solar Garden Operator shall take care to preserve the privacy expectations of the Subscribers, such as not publicly providing the Subscriber's Account Information or Subscriber Energy Usage Data or Bill Credits, unless there is explicit informed consent or otherwise provided for in this Contract. Each Subscriber shall have an opportunity to submit comments to the Community Solar Garden Operator with a copy to the Company on the accuracy and completeness of the annual reports.

G. Audits. The Company reserves the right to inspect the PV System as necessary to assure the safety and reliability of the system at any time during the Term of this Contract, and for an additional period of one (1) year thereafter.

H. Application Fee. Upon application, and prior to the Company processing the application, the Community Solar Garden Operator must submit an application fee of \$1,200 to the Company. This application fee may be by check or wire transfer. The application fee is meant to cover the cost to the Company of processing the application.

I. Deposit. Upon application, and prior to the Company processing the application, the Community Solar Garden Operator must submit a deposit of an amount equal to \$100/kW to the Company. This Deposit may be submitted by check or wire transfer. Within thirty (30) days after either the Date of Commercial Operation or the date when the Community Solar Garden Operator informs the Company that it will no longer continue pursuing completion of the Community Solar Garden project, or if the Date of Commercial Operation does not occur within the twenty four (24) month timeline (including day-for-day extensions) detailed in Section 6.D above, the Company shall return to Community Solar Garden Operator the deposit paid. When the deposit qualifies to be returned to the Community Solar Garden Operator, it shall also include interest. Consistent with Minn. Stat. § 325E.02, the rate of interest will be set annually and will be equal to the weekly average yield of one-year United States Treasury securities adjusted for constant maturity for the last full week in November. The interest rate will be rounded to the nearest tenth of one (1) percent. The rate of interest announced by the Commissioner of Commerce on or about December 15 of each year will be the rate of interest that will be paid on deposits returned during the subsequent calendar year.

J. 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. The first participation fee will be charged after the Date of Commercial Operation, and the final participation fee will be charged prior to the Term of the Contract expiring.

(Continued on Sheet No. 9-78)

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**STANDARD CONTRACT FOR
SOLAR*REWARDS COMMUNITY (Continued)**

Section No. 9
1st Revised Sheet No. 78

6. Community Solar Garden Requirements. (Continued)

K. Inverter Capacity. The Community Solar Garden must have an inverter with a capacity of no more than one (1) megawatt alternating current (AC) to assure that the Community Solar Garden has a nameplate capacity of no more than one (1) megawatt AC.

L. Maintenance and Repair of the PV System. The Community Solar Garden Operator shall maintain the PV System and the individual components of the PV System in good working order at all times during the Term of the Contract. If during the Term of the Contract the PV System or any of the individual components of the system should be damaged or destroyed, or taken out of service for maintenance, the Community Solar Garden Operator shall provide the Company written notice within thirty (30) calendar days of the event and promptly repair or replace the damaged or destroyed equipment at the Community Solar Garden Operator's sole expense. If the time period for repair or replacement is reasonably anticipated to exceed one hundred eighty (180) days, the Company shall have the right to request to terminate this Contract by written notice.

M. No Relocation. The PV system shall be located at the Community Solar Garden as shown in its application at all times during the Term of the Contract.

N. Disclosure of Production Information. The Community Solar Garden Operator acknowledges and agrees that, in order for the Company to carry out its responsibilities in applying Bill Credits to each Subscriber's bills for electric service, the Company may be required and shall be permitted to provide access or otherwise disclose and release to any Subscriber any and all production data related to the PV System in its possession and information regarding the total Bill Credits applied by the Company with respect to the PV System and any information pertaining to a Subscriber's Subscription. Any additional detailed information requested by a Subscriber shall be provided only upon the Community Solar Garden Operator's consent in writing or email to the Company, or unless the Minnesota Public Utilities Commission or the Minnesota Department of Commerce requests that the Company provides such information to the Subscriber.

O. Disclosure of Community Solar Garden Information. The Community Solar Garden Operator acknowledges and agrees that the Company may publicly disclose the Community Solar Garden Location, Community Solar Garden Operator, nameplate capacity and generation data of the Community Solar Garden. Additionally, the Company will periodically provide a bill message to Subscribers clarifying that questions or concerns related to their Subscription should be directed to the Community Solar Garden Operator, including a statement that the Community Solar Garden Operator is solely responsible for resolving any disputes with the Company or the Subscriber about the accuracy of the Community Solar Garden production and that the Company is solely responsible for resolving any disputes with the Subscriber about the applicable rate used to determine the amount of the Bill Credit.

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(Continued on Sheet No. 9-79)

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**STANDARD CONTRACT FOR
SOLAR*REWARDS COMMUNITY (Continued)**

Section No. 9
Original Sheet No. 79

6. Community Solar Garden Requirements. (Continued)

P. Certain Tax and Securities Law Issues. The Company makes no warranty or representation concerning the taxable consequences, if any, to Community Solar Garden Operator or its Subscribers with respect to its Bill Credits to the Subscribers for participation in the Community Solar Garden. Additionally, the Company makes no warranty or representation concerning the implication of any federal or state securities laws on how Subscriptions to the Community Solar Garden are handled. The Community Solar Garden Operator and Subscribers are urged to seek professional advice regarding these issues.

Q. Full Cooperation with the MPUC, Minnesota Department of Commerce, and Minnesota Office of the Attorney General. The Parties agree to fully cooperate with any request for information from the MPUC, the Minnesota Department of Commerce, or the Minnesota Office of the Attorney General pertaining in any way to the Community Solar Garden, and will provide such information upon request in a timely manner. To the extent to which any request calls for producing a specific Subscriber's Account Information, Subscriber Energy Usage Data or Bill Credits, such information shall be provided and marked as Trade Secret or Confidential Information.

R. New PV Systems. The PV System must not be built or previously interconnected at the time of application to the Solar*Rewards Community Program.

S. Fair Disclosure. Prior to the time when any person or entity becomes a Subscriber, the Community Solar Garden Operator will fairly disclose the future costs and benefits of the Subscription, and provide to the potential Subscriber a copy of this Contract. The Community Solar Garden Operator shall comply with all other requirements of the MPUC and applicable laws with respect to communications with Subscribers.

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(Continued on Sheet No. 9-80)

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**STANDARD CONTRACT FOR
SOLAR*REWARDS COMMUNITY (Continued)**

Section No. 9
Original Sheet No. 80

7. Requirements Applicable to the CSG Application System. The Community Solar Garden Operator must comply with all of the following:

A. Required use of the CSG Application System. The Community Solar Garden Operator must utilize the CSG Application System to submit an application for approval to operate a Community Solar Garden and to manage Subscribers and Subscriptions.

B. Subscriber Information. The Community Solar Garden Operator shall issue Subscriptions in the PV System only to eligible retail electric service customers of the Company and provide to the Company the name, account number and service address attributable to each Subscription and the Community Solar Garden Allocation for each Subscriber's Subscription stated in Watts direct current (DC). The Community Solar Garden Operator shall take care to preserve the privacy expectations of the Subscribers, such as not publicly providing a Subscriber's Account Information, Subscriber Energy Usage Data, or Bill Credits. The Community Solar Garden Operator will not disclose such information to third parties, other than to the MPUC, the Minnesota Department of Commerce, or the Minnesota Office of Attorney General, unless the Subscriber has provided explicit informed consent or such disclosure is compelled by law or regulation.

C. Subscription Transfers. Subscriptions may be transferred or sold to any person or entity who qualifies to be a Subscriber under this Contract or to the Community Solar Garden Operator for resale by the Operator to other Subscribers. A Subscriber may change the premise or account number that the Community Solar Garden energy is attributed to, as long as the Subscriber continues to qualify under these rules. Any transfer of Subscriptions needs to be coordinated through the Community Solar Garden Operator, who in turn needs to provide the required updated information in the CSG Application System within thirty (30) days of the transfer.

D. Updating Subscriber Information. On or before five (5) business days immediately preceding the first day of each Production Month, the Community Solar Garden Operator shall provide to the Company any and all changes to the Monthly Subscription Information, by entering new or updating previously-entered data through the use of the CSG Application System. Such data to be entered or changed by the Community Solar Garden Operator shall include additions, deletions or changes to the listing of Subscribers holding Subscriptions in the PV System, including any changes to the Subscriber's account number and service address attributable to each Subscription and the Community Solar Garden Allocation for each Subscriber's Subscription, stated in Watts DC.

E. Responsibility for Verification. The Community Solar Garden Operator shall verify that each Subscriber is eligible to be a Subscriber in the Community Solar Garden and that the Community Solar Garden Statutory Requirements are met.

(Continued on Sheet No. 9-81)

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**STANDARD CONTRACT FOR
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Section No. 9
Original Sheet No. 81

8. The Community Solar Garden Operator will give the Company reasonable access to its property and to the electric generating facilities if the configuration of those facilities does not permit disconnection or testing from the Company's side of the interconnection. If the Company enters the Community Solar Garden Operator's property, the Company will remain responsible for its personnel.

9. The Company may stop providing electricity to the Community Solar Garden Operator during a system emergency. The Company will not discriminate against the Community Solar Garden Operator when it stops providing electricity or when it resumes providing electricity. In the event of an emergency requiring disconnection of the Community Solar Garden, the Company shall follow the process, and provide notice to the Community Solar Garden Operator, consistent with the provisions of the Interconnection Agreement, in Section 10 of the Company's rate book, or as otherwise provided for in the Interconnection Agreement.

10. Remedies for Breach. In the event of any breach of this Contract by the Community Solar Garden Operator, then the Company shall have available to it any other remedy provided for in this Contract and any or all of the following remedies which can be used either singularly or cumulatively.

- a. In the event there is a breach resulting in some production from the Community Solar Garden being assigned in excess of a Subscriber's allowable Subscription under the Community Solar Garden Statutory Requirements, then the Company may treat this excess as Unsubscribed Energy and not provide a Bill Credit to any Subscriber for any such excess production.
- b. For any breach of this Contract by the Community Solar Garden Operator:
 - i. At any time the Company seeks a remedy for any breach of this Contract it shall provide in writing a Notice to the Community Solar Garden Operator to remedy the breach within thirty (30) days.
 - ii. If after the thirty (30) days provided for in the Notice the Community Solar Garden Operator is still not in compliance with this Contract, then the Company shall have the right to request by written Notice to disconnect the Community Solar Garden from its network if the Community Solar Garden Operator is not in compliance with the Contract within thirty (30) days. The Company shall send copies of the Notice of Disconnection to Community Solar Garden Operator, all Subscribers of the Community Solar Garden, the Department of Commerce, OAG and MPUC.
 - iii. The Community Solar Garden Operator, the Department of Commerce, OAG, and/or MPUC may object in writing to the Notice of Disconnection within thirty (30) days. Copies of any written objection shall be provided to all of the above entities. An objection to the Notice of Disconnection will trigger Section 12 of this Contract.

(Continued on Sheet No. 9-82)

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Northern States Power Company, a Minnesota corporation
Minneapolis, Minnesota 55401
MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

**STANDARD CONTRACT FOR
SOLAR*REWARDS COMMUNITY (Continued)**

Section No. 9
Original Sheet No. 82

10. Remedies for Breach. In the event of any breach of this Contract by the Community Solar Garden Operator, then the Company shall have available to it any other remedy provided for in this Contract and any or all of the following remedies which can be used either singularly or cumulatively.

- b. For any breach of this Contract by the Community Solar Garden Operator: (Continued)
 - iv. If the Community Solar Garden Operator, the Minnesota Department of Commerce, OAG and/or MPUC do not object to the Notice of Disconnection, the Company is authorized to physically disconnect the Community Solar Garden pursuant to this Notice of Disconnection without providing further notice. No Bill Credits will be applied for any production occurring during physical disconnection. If within ninety (90) days of any such disconnection, the Community Solar Garden Operator returns to being in compliance with the Contract, then the Company will reconnect the Community Solar Garden to its network. Any periods of disconnection will not extend the Term of the Contract. The Community Solar Garden Operator will be financially responsible for the Company's costs of sending crews to disconnect and reconnect the Community Solar Garden to the Company's network.
 - v. If ninety (90) or more consecutive days elapse during which the Community Solar Garden has been disconnected or has otherwise not been in compliance with this Contract, then the Company shall have the right to request to terminate this Contract by written notice to the Community Solar Garden Operator. The Company shall send copies of any Notice requesting termination to all Subscribers of the Community Solar Garden, the Minnesota Department of Commerce, OAG and MPUC. If the Notice is objected to within thirty (30) days by the Community Solar Garden Operator, the Department of Commerce, and/or OAG, Section 12 of this agreement shall apply. Any request to terminate the Contract must be approved by the MPUC, and there is no further obligation of the Parties to perform hereunder following the effective date of such termination except as set forth in Sections 6.G and 16 of this Contract.
- c. For any breach of the Interconnection Agreement, the Company shall also have all remedies provided for in Section 10 of the Company's rate book, or as otherwise provided for in the Interconnection Agreement. In the event this results in disconnection or termination of the Interconnection Agreement, the Company shall provide notice to the Minnesota Department of Commerce, OAG and MPUC. In the event that Community Solar Garden has been disconnected under the terms of the Interconnection Agreement and/or the Interconnection Agreement has been terminated, then the Company shall have the right to request to terminate this Contract by written notice to the Community Solar Garden Operator, with no further obligation of the Parties to perform hereunder following the effective date of such termination. The Company shall send copies of any Notice requesting termination of this Contract to all Subscribers of the Community Solar Garden, the Minnesota Department of Commerce, OAG and MPUC. If the Notice is objected to within thirty (30) days by the Community Solar Garden Operator, the Department of Commerce, and/or OAG, Section 12 of this agreement shall apply. Any request to terminate this Contract must be approved by the MPUC.

(Continued on Sheet No. 9-82.1)

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**STANDARD CONTRACT FOR
SOLAR*REWARDS COMMUNITY (Continued)**

Section No. 9
Original Sheet No. 82.1

10. Remedies for Breach. In the event of any breach of this Contract by the Community Solar Garden Operator, then the Company shall have available to it any other remedy provided for in this Contract and any or all of the following remedies which can be used either singularly or cumulatively. (Continued)

- d. In the event of an alleged breach of this Contract by the Community Solar Garden Operator for which the Company sends a Notice pursuant to Section 10(b)(i), Company shall also send a copy of the Notice as soon as practicable to any financing party for the Community Solar Garden whose contact information has been provided to the Company. Any such financing party shall have the right to cure the alleged breach within the cure period provided in Section 10(b)(ii) and Company agrees to accept any such cure as if made by the Community Solar Garden Operator. The Company shall be under no obligation to provide any such financing party with any information that would violate the Data Privacy Policies set forth in Exhibit 1 to Attachment "A" of this Contract. The Company shall be under no obligation to provide any such financing party with any information it may have which is confidential to the Community Solar Garden Operator unless the Community Solar Garden Operator has provided written consent to the Company permitting the release to the financing party of such confidential information.

- e. In the event of any breach of this Contract by Company, the Community Solar Garden Operator shall provide Company with a written Notice of the breach. Company shall have up to thirty (30) days to cure the breach. If the breach is not cured within the thirty (30) days, the Community Solar Garden Operator may utilize the procedures set forth in Section 12. If the breach results in Bill Credits not being issued to one or more individual Subscribers, in the absence of a cure by Company within the allowed time following the Notice, the applicable Subscriber(s) may also seek a remedy for any past due Bill Credits from the MPUC pursuant to Section 12.

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(Continued on Sheet No. 9-83)

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**STANDARD CONTRACT FOR
SOLAR*REWARDS COMMUNITY (Continued)**

Section No. 9
Original Sheet No. 83

11. 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 Contract 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, with respect to the Company's duties or performance or lack of performance under this Contract, the Company's liability to the Community Solar Garden Operator shall be limited as set forth in the Company's rate book and terms and conditions for electric service, and shall not be affected by the terms of this Contract. There are no third-party beneficiaries of any Company duty under this Contract other than the Company's duty to Subscribers to issue Bill Credits as set forth in this Contract, and the duty to a financing party under Section 10.d. of this Contract.

12. Dispute Resolution

A) Each Party agrees to attempt to resolve all disputes arising hereunder promptly, equitably and in a good faith manner.

B) In the event a dispute arises under this Contract between the Parties, and if it cannot be resolved by the Parties within thirty (30) days after written notice of the dispute to the other Party, then the Parties may refer the dispute for resolution to the MPUC, which shall maintain continuing jurisdiction over this Agreement.

13. The separately executed power purchase agreement referenced in the Interconnection Agreement for the purchase of power exported by the Community Solar Garden Operator to the Company is not needed. Instead, this Contract shall govern the terms for the power exported by the Community Solar Garden Operator to the Company.

(Continued on Sheet No. 9-84)

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Northern States Power Company, a Minnesota corporation
Minneapolis, Minnesota 55401
MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

**STANDARD CONTRACT FOR
SOLAR*REWARDS COMMUNITY (Continued)**

Section No. 9
Original Sheet No. 84

14. Renewable Energy Credits (RECs). Under any of the following conditions, the RECs associated with the Community Solar Garden belong to the Company:

i. Where the Community Solar Garden or any person or entity on its behalf has received or intends to accept a Made in Minnesota benefit, as defined in Minn. Stat. § 216C.411, pursuant to Minn. Stat. §§ 216C.411 through 216C.415. No solar-REC value shall be paid under the present Contract in this circumstance.

ii. Where the Community Solar Garden or any person or entity on its behalf has received or intends to accept a Solar*Rewards benefit, as defined in Minn. Stat. § 116C.7792. No solar-REC value shall be paid under the present Contract in this circumstance.

iii. Where the Community Solar Garden Operator has elected to transfer the solar RECs to the Company under this Contract and the Value of Solar rate applicable to the Community Solar Garden has not been reflected in the Solar*Rewards Community Program tariff of the Company's rate book, then compensation to Subscribers for Subscribed Energy will be at the Enhanced bill credit rate as updated annually and found in Solar*Rewards Community Program tariff of the Company's rate book. Without this election, and where the Value of Solar rate applicable to the Community Solar Garden has not been adopted, compensation to Subscribers for Subscribed Energy will be at the Standard bill credit rate as updated annually and found in the Solar*Rewards Community Program tariff of the Company's rate book. The Enhanced bill credit is not available under this Contract where the Community Solar Garden or any person or entity on its behalf has received or intends to accept a Made in Minnesota benefit or a Solar*Rewards benefit. The Community Solar Garden Operator indicates immediately below with an "X" or check-mark or marking in the box if it elects to transfer the solar RECs under this Section 14.iii. of this Contract.

By placing an "X", or checking or marking this box, the Community Solar Garden Operator indicates its election to transfer the solar RECs to the Company under Section 14.iii of this Contract. With this election, compensation to Subscribers for Subscribed Energy will be at the applicable Enhanced bill credit rate as found in the Solar*Rewards Community Program tariff of the Company's rate book. This election is only valid where it is not the case that the Community Solar Garden or any person or entity on its behalf has received or intends to accept a Made in Minnesota benefit or a Solar*Rewards benefit. This election shall remain in place for the Term of the Contract, and REC payments will last for the full Term of the Contract.

iv. Where a Value of Solar rate applicable to the Community Solar Garden has become effective as reflected in the Solar*Rewards Community Program tariff of the Company's rate book. In such a situation the Value of Solar rate shall be applicable regardless of whether or not the Community Solar Garden or any person or entity on its behalf has received or intends to accept a Made in Minnesota benefit or a Solar*Rewards benefit and shall be in place and in lieu of any election the Community Solar Garden Operator may have made in Section 14.iii above.

The following provisions of Section 14 only apply where the solar RECs associated with the Community Solar Garden belong to the Company under either Section 14.i, 14.ii, 14.iii, or 14.iv of this Contract.

(Continued on Sheet No. 9-85)

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Northern States Power Company, a Minnesota corporation
Minneapolis, Minnesota 55401
MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

**STANDARD CONTRACT FOR
SOLAR*REWARDS COMMUNITY (Continued)**

Section No. 9
1st Revised Sheet No. 85

14. Renewable Energy Credits (RECs). Under any of the following conditions, the RECs associated with the Community Solar Garden belong to the Company: (Continued)

The Community Solar Garden Operator hereby automatically and irrevocably assigns to Company all rights, title and authority for Company to register the Subscribed Energy and Unsubscribed Energy and own, hold and manage the RECs associated with all such energy in the Company's own name and to the Company's account, including any rights associated with any renewable energy information or tracking system that exists or may be established (including but not limited to participants in any applicable REC Registration Program and the United States government) with regard to monitoring, registering, tracking, certifying, or trading such credits. The Community Solar Garden Operator hereby authorizes Company to act as its agent for the purposes of registering, tracking and certifying RECs and the Company has full authority to hold, sell or trade such RECs within its own account of said renewable energy information or tracking systems. Upon the request of Company, at no cost to Company, (i) Community Solar Garden Operator shall deliver or cause to be delivered to Company such attestations and/or certifications of the Community Solar Garden and its associated RECs, and (ii) Community Solar Garden Operator shall cooperate with Company's registration and certification of the Community Solar Garden. The Company shall own and retain all RECs associated with Subscribed Energy and Unsubscribed Energy produced by the Community Solar Garden.

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A. Definition of Renewable Energy Credits (RECs). "Renewable Energy Credits" or "RECs" are all attributes of an environmental or other nature that are created or otherwise arise from the Community Solar Garden Operator's generation of energy using solar energy as a fuel, including, but not limited to, tags, certificates or similar products or rights associated with solar energy as a "green" or "renewable" electric generation resource, including any and all environmental air quality credits, emission reductions, off-sets, allowances or other benefits related to the generation of energy from the Community Solar Garden PV System that reduces, displaces or off-sets emissions resulting from fuel combustion at another location pursuant to any existing or future international, federal, state or local legislation or regulation or voluntary agreement, and the aggregate amount of credits, offsets or other benefits including any rights, attributes or credits arising from or eligible for consideration in the M-RETS program or any similar program pursuant to any international, federal, state or local legislation or regulation or voluntary agreement and any renewable energy certificates issued pursuant to any program, information system or tracking system associated with the renewable energy generated from the Community Solar Garden PV System. RECs do not include any federal, state or local tax credits, cash grants, production incentives or similar tax or cash benefits for which Community Solar Garden Operator or the Community Solar Garden PV System are eligible or which either receives, or any depreciation, expenses, credits, benefits or other federal, state or local tax treatment for which Community Solar Garden Operator or the Community Solar Garden PV System is eligible or that either receives.

(Continued on Sheet No. 9-86)

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**STANDARD CONTRACT FOR
SOLAR*REWARDS COMMUNITY (Continued)**

Section No. 9
Original Sheet No. 86

14. Renewable Energy Credits (RECs). Under any of the following conditions, the RECs associated with the Community Solar Garden belong to the Company: (Continued)

B. Definition of M-RETS Program. "M-RETS Program" means the Midwest Renewable Energy Trading System program, MPUC Docket No. E999/CI-04-1616 and subsequent or related proceedings.

C. Ownership of RECs. All RECs associated with the Subscribed Energy and Unsubscribed Energy shall be assigned to the Company. By participating as a Community Solar Garden Operator under this Contract, the Community Solar Garden Operator hereby assigns to Company all right title and interest of the Community Solar Garden Operator to all RECs arising out of or associated with the generation of Subscribed Energy and Unsubscribed Energy. None of the Subscribers to the Community Solar Garden shall receive any RECs associated with the Subscribed Energy and Unsubscribed Energy. The Community Solar Garden Operator warrants and represents to the Company that it has or will have at the time of delivery good and sufficient title to all RECs associated with such Subscribed Energy and Unsubscribed Energy output and/or the ability to transfer good and sufficient title of all such RECs to the Company. The Company shall be entitled to all RECs generated by the Community Solar Garden PV System for such Subscribed Energy and Unsubscribed Energy while the Community Solar Garden Operator participates in the service offered in this Contract. The Community Solar Garden Operator hereby automatically and irrevocably assigns to the Company all rights, title and authority for Company to register the Community Solar Garden Operator's RECs associated with Subscribed Energy and Unsubscribed Energy under the terms of this Contract and to and own, hold and manage these RECs associated with the Community Solar Garden in the Company's own name and to the Company's account, including any rights associated with any renewable energy information or tracking system that exists or may be established in Minnesota or other jurisdictions (including but not limited to the United States government) with regard to monitoring, registering, tracking, certifying, or trading such credits. The Community Solar Garden Operator hereby authorizes Company to act as its agent for the purposes of registering, tracking and certifying these RECs and the Company has full authority to hold, sell or trade such RECs to its own account of said renewable energy information or tracking systems. Upon the request of Company from time to time, at no cost to Company, (i) Community Solar Garden Operator shall deliver or cause to be delivered to Company such attestations / certifications of all RECs, and (ii) Community Solar Garden Operator shall provide full cooperation in connection with Company's registration of the Community Solar Garden Operator's RECs under this Contract and certification of RECs. The Company shall own all RECs arising out of or associated with the generation of Subscribed Energy and Unsubscribed Energy for all purposes, and be entitled to use them in any manner it chooses.

(Continued on Sheet No. 9-87)

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**STANDARD CONTRACT FOR
SOLAR*REWARDS COMMUNITY (Continued)**

Section No. 9
Original Sheet No. 87

15. Miscellaneous. The "Miscellaneous" provisions in the Interconnection Agreement between the Parties addressing the following issues are incorporated into this Contract and are fully applicable to this Contract as if set forth in full herein. Where the Interconnection Agreement in the "Miscellaneous" section uses the term "Interconnection Customer", this shall mean the Community Solar Garden Operator for purposes of the present Contract. Where the Interconnection Agreement in the "Miscellaneous" section uses the term "Agreement", this shall mean this Contract for purposes of the present Contract.

- A. Force Majeure
- B. Notices
- C. Assignment
- D. Non-Waiver
- E. Governing Law and Inclusion of Xcel Energy's Tariffs and Rules
- F. Amendment or Modification
- G. Entire Agreement
- H. Confidential Information
- I. Non-Warranty
- J. No Partnership

16. Term. The Term of the Contract shall be the same as for the Interconnection Agreement applicable to the Community Solar Garden, and each shall begin when signed by the Parties and end twenty five (25) years after the Date of Commercial Operation unless otherwise provided for in this Contract. In the event of termination, or early termination of this Contract, applicable provisions shall continue in effect after termination to the extent necessary to enforce and complete the duties, obligations or responsibilities of the Parties arising prior to termination and, as applicable, to provide for final billings and adjustments related to the period prior to termination, repayment of any money due and owing to either Party pursuant to this Contract.

(Continued on Sheet No. 9-88)

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**STANDARD CONTRACT FOR
SOLAR*REWARDS COMMUNITY (Continued)**

Section No. 9
1st Revised Sheet No. 88

SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused two originals of this Contract to be executed by their duly authorized representatives. This Contract is effective as of the last date set forth below. Each Party may sign using an electronic signature. Electronic signatures shall have the same effect as original signatures.

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Community Solar Garden Operator

Northern States Power Company, a Minnesota corporation

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

(Continued on Sheet No. 9-89)

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 Minneapolis, Minnesota 55401
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**STANDARD CONTRACT FOR
 SOLAR*REWARDS COMMUNITY (Continued)**

Section No. 9
 Original Sheet No. 89

Attachment "A"

**Solar*Rewards Community
 Subscriber Agency Agreement and Consent Form**

The undersigned ("Subscriber") has a Subscription to the following Community Solar Garden:

Community Solar Garden Name: _____	Community Solar Garden Address: _____ _____
Community Solar Garden Operator: _____	Community Solar Garden contact information for Subscriber questions and complaints: Address (if different from above); _____ _____ Telephone number: _____ Email address: _____ Web Site URL: _____

Subscriber Name: _____	Subscriber Service Address where receiving electrical service from Northern States Power Company: _____ _____
Subscriber's Account Number with Northern States Power Company: _____	

(Continued on Sheet No. 9-90)

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Northern States Power Company, a Minnesota corporation
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**STANDARD CONTRACT FOR
SOLAR*REWARDS COMMUNITY (Continued)**

Section No. 9
Original Sheet No. 90

By signing this Solar*Rewards Community Subscriber Agency Agreement and Consent Form, the Subscriber agrees to all of the following:

1. Assignment of Renewable Energy Credits ("RECs"), Energy and Capacity to Northern States Power Company, a Minnesota corporation. The Subscriber agrees that the Community Solar Garden Operator has authority to assign all energy produced and capacity associated with the photovoltaic energy system at the Community Solar Garden to Northern States Power Company, and the Subscriber agrees that all energy produced, and capacity associated with the Subscriber's share of the photovoltaic energy system at the Community Solar Garden shall belong to Northern States Power Company. The Subscriber also agrees that the Community Solar Garden Operator has authority to assign all RECs associated with the photovoltaic energy system at the Community Solar Garden to Northern States Power Company, and that if the Community Solar Garden or a person or entity on its behalf has assigned the RECs to Northern States Power Company, then all RECs associated with the Subscriber's share of the photovoltaic energy system at the Community Solar Garden shall belong to Northern States Power Company.

2. Tax Implications. The Community Solar Garden Operator has provided the Subscriber with a statement that Northern States Power Company makes no representations concerning the taxable consequences to the Subscriber with respect to its Bill Credits to the Subscriber or other tax issues relating to participation in the Community Solar Garden.

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(Continued on Sheet No. 9-91)

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**STANDARD CONTRACT FOR
SOLAR*REWARDS COMMUNITY (Continued)**

Section No. 9
Original Sheet No. 91

3. Northern States Power Company hereby discloses to the Subscriber that it recognizes that not all production risk factors, such as grid-failure events or atypically cloudy weather, are within the Community Solar Garden Operator's control.

4. Information Sharing. Participating in the Solar*Rewards Community Program will require sharing **Subscriber's Account Information** (name, account number, service address, telephone number, email address, web site URL, information on Subscriber participation in other distributed generation serving the premises of the Subscriber, Subscriber specific Bill Credit(s)) and **Subscriber's Energy Use Data** (the past, present and future electricity usage attributable to the Subscriber for the service address and account number identified for participation in the Community Solar Garden). The following outlines the type of information that will be shared, and how that information will be used.

a. Subscriber's Account Information and Subscriber Energy Usage Data. The Subscriber authorizes Northern States Power Company to provide the Community Solar Garden Operator (and the Community Solar Garden Operator's designated subcontractors and agents) with the Subscriber's Account Information and Subscriber's Energy Usage Data as described in Section 4 above. This information is needed to allow the Community Solar Garden Operator determine the extent to which the Subscriber is entitled to participate in the Community Solar Garden, and to validate the amount of the Bill Credits to be provided by Northern States Power Company to the Subscriber. The current data privacy policies of Northern States Power Company applicable to its Solar*Rewards Community Program provided to the Subscriber by the Community Solar Garden Operator pursuant Section 3 above are attached as Exhibit 1 of this **Solar*Rewards Community Subscriber Agency Agreement and Consent Form**. These privacy policies include definitions of "Subscriber's Account Information" and "Subscriber's Energy Usage Data."

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(Continued on Sheet No. 9-92)

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**STANDARD CONTRACT FOR
SOLAR*REWARDS COMMUNITY (Continued)**

Section No. 9
Original Sheet No. 92

4. Information Sharing. (Continued)

b. Subscriber's Subscription Information: The Subscriber authorizes the Community Solar Garden Operator to provide information to Northern States Power Company identifying the Subscriber (with the Subscriber's name, service address, and account number) and detailing the Subscriber's proportional share in kilowatts of the Community Solar Garden and to provide additional updates of this information to Northern States Power Company as circumstances change. This information is needed to allow Northern States Power Company to properly apply Bill Credits for the photovoltaic energy generated by the Community Solar Garden. Also, this information is needed to allow Northern States Power Company to send to the Subscriber notices or other mailings pertaining to their involvement in the Solar*Rewards Community Program. The Community Solar Garden Operator shall not disclose Subscriber information in annual reports or other public documents absent explicit, informed consent from the Subscriber. The Community Solar Garden Operator will not release any Subscriber data to third parties except to fulfill the regulated purposes of the Solar*Rewards Community Program, to comply with a legal or regulatory requirement, or upon explicit, informed consent from the Subscriber.

c. Aggregated Information. Aggregated information concerning production at the Community Solar Garden may be publicly disclosed to support regulatory oversight of the Solar*Rewards Community Program. This includes annual reports available to the public related to specific Community Solar Gardens, including but not limited to production from the Community Solar Gardens; size, location and the type of Community Solar Garden subscriber groups; reporting on known complaints and the resolution of these complaints; lessons learned and any potential changes to the Solar*Rewards Community Program; reporting on Bill Credits earned and paid; and reporting on the application process. Aggregated information will not identify individual Subscribers or provide Subscriber-Specific Account Information, Subscriber-Specific Energy Usage Data or Subscriber-specific Bill Credits unless a Subscriber provides explicit informed consent. Depending on the nature of the aggregated information, however, it may still be possible to infer the amount of production attributed to individual Subscribers to the Community Solar Garden. The Subscriber agrees to the inclusion of its production information in the creation of the aggregated information. The Community Solar Garden Operator will not use aggregated information for purposes unrelated to the Solar*Rewards Community Program without first providing notice and obtaining further consent, unless the aggregated information is otherwise available as public information. The policies of Northern States Power Company related to sharing aggregated information are part of the data privacy policies contained in the attached Exhibit 1 of this **Solar*Rewards Community Subscriber Agency Agreement and Consent Form** and should be provided to the Subscriber by the Community Solar Garden Operator pursuant Section 3 above.

d. Information Requests from the MPUC or the Department of Commerce. The Subscriber agrees that the Community Solar Garden Operator and Northern States Power Company are authorized to provide any information they possess related to the Subscriber or the Subscriber's participation in the Community Solar Garden to the Minnesota Public Utilities Commission (MPUC), the Minnesota Department of Commerce, or the Minnesota Office of Attorney General. This information is needed to allow proper regulatory oversight of Northern States Power Company and of the Solar*Rewards Community Program.

(Continued on Sheet No. 9-93)

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Minneapolis, Minnesota 55401
MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

**STANDARD CONTRACT FOR
SOLAR*REWARDS COMMUNITY (Continued)**

Section No. 9
Original Sheet No. 93

4. Information Sharing. (Continued)

e. Liability Release. Northern States Power Company shall not be responsible for monitoring or taking any steps to ensure that the Community Solar Garden Operator maintains the confidentiality of the Subscriber's Account Information, the Subscriber's Energy Usage or the Bill Credits received pertaining to the Subscriber's participation in the Community Solar Garden. However, Northern States Power Company shall remain liable for its own inappropriate release of Subscriber's Account Information and Subscriber's Energy Use Data.

f. Duration of Consent. The Subscriber's consent to this information sharing shall be ongoing for the Term of the Contract between the Community Solar Garden Operator and Northern States Power Company, or until the Subscriber no longer has a Subscription to the Community Solar Garden and the Community Solar Garden Operator notifies Northern States Power Company of this fact through the CSG Application System. Provided, however, the Subscriber's consent shall also apply thereafter to all such information of the Subscriber pertaining to that period of time during which the Subscriber had a Subscription to the Community Solar Garden.

g. Modification. The above provisions addressing data privacy and in Exhibit 1 shall remain in place until and unless other requirements are adopted by the MPUC in its generic privacy proceeding, Docket No. E,G999/CI-12-1344, or other MPUC Order. Northern States Power Company shall file necessary revisions to its tariffs and contracts within thirty (30) days of such Order.

Subscriber's Name: _____

Subscriber's Signature: _____

Date: _____

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(Continued on Sheet No. 9-94)

Date Filed:	09-30-13	By: David M. Sparby	Effective Date:	09-17-14
		President and CEO of Northern States Power Company, a Minnesota corporation		
Docket No.	E002/M-13-867		Order Date:	09-17-14

Northern States Power Company, a Minnesota corporation
Minneapolis, Minnesota 55401
MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

**STANDARD CONTRACT FOR
SOLAR*REWARDS COMMUNITY (Continued)**

Section No. 9
Original Sheet No. 94

**Exhibit 1 to
Attachment "A" to
Solar*Rewards Community Subscriber Agency Agreement and Consent Form**

**Data Privacy Policies of Northern States Power Company Pertaining to
the Solar*Rewards Community Program**

The data privacy policies of Northern States Power Company pertaining to the Solar*Rewards Community Program are as follows and may be changed from time to time as filed in the Company's tariff or as otherwise may be authorized by the Minnesota Public Utilities Commission ("MPUC"):

Definitions

Unless indicated otherwise, the same definition and meaning of terms in this document are the same as contained in the Standard Contract for Solar*Rewards Community. For ease of reference, here are some of the specific definitions:

"Company" means Northern States Power Company, a Minnesota corporation, and its affiliates and agents.

"Subscribed Energy" means electricity generated by the PV System attributable to the Subscribers' Subscriptions and delivered to the Company at the Production Meter on or after the Date of Commercial Operation.

"Subscriber" means a retail customer of the Company who owns one or more Subscriptions of a community solar garden interconnected with the Company.

"Subscriber's Account Information" consists of the Subscriber's name, account number, service address, telephone number, email address, web site URL, information on Subscriber participation in other distributed generation serving the premises of the Subscriber, and Subscriber specific Bill Credit(s).

"Subscriber's Energy Usage Data" includes the past, present and future electricity usage attributable to the Subscriber for the service address and account number identified for participation in the Community Solar Garden.

(Continued on Sheet No. 9-95)

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		President and CEO of Northern States Power Company, a Minnesota corporation		
Docket No.	E002/M-13-867		Order Date:	09-17-14

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Minneapolis, Minnesota 55401
MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

**STANDARD CONTRACT FOR
SOLAR*REWARDS COMMUNITY (Continued)**

Section No. 9
Original Sheet No. 95

Overview

This section addresses how Subscriber's Account Information and Subscriber's Energy Usage Data will be collected, used and shared as part of participation in the Solar*Rewards Community Program.

1. How Subscriber's Account Information and Energy Usage Data Will Be Exchanged

a. Subscriber Specific Information

Once a Subscriber has executed a Subscriber Agency Agreement and Consent Form, an ongoing data exchange will occur between the Company and a Community Solar Garden Operator (and their designated subcontractors and agents):

(i) The Company will disclose the following Subscriber-specific information to the Community Solar Garden Operator:

- Subscriber's Account Information
- Subscriber's Energy Usage Data
- Bill credits

(ii) The Community Solar Garden Operator will disclose to the Company the following Subscriber-specific information:

- Subscriber's Account Information
- Community Solar Garden Allocation for each Subscriber's Subscription stated in kW
- Production data related to the PV System
- Monthly Subscription Information

b. Aggregated Subscriber Information

Aggregated Subscriber information will be reported as part of Permitted Public Reporting, outlined in Section 2(b) below.

To be considered "aggregated" the reported information must include information attributable to all Subscribers participating in a specific Solar*Rewards Community program site, which based on program requirements will contain a minimum of five Subscribers. Depending on the nature of the aggregated information, however, from this information alone or in combination with other publicly available information it may still be possible to infer the amount of production attributed to individual Subscribers to the Community Solar Garden.

(Continued on Sheet No. 9-96)

Date Filed:	09-30-13	By: David M. Sparby	Effective Date:	09-17-14
		President and CEO of Northern States Power Company, a Minnesota corporation		
Docket No.	E002/M-13-867		Order Date:	09-17-14

Northern States Power Company, a Minnesota corporation
Minneapolis, Minnesota 55401
MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

**STANDARD CONTRACT FOR
SOLAR*REWARDS COMMUNITY (Continued)**

Section No. 9
Original Sheet No. 96

2. How Subscriber's Information Will Be Used

The following outlines how the Subscriber's Account Information and Subscriber Energy Usage Data will be used as part of the Solar*Rewards Community Program.

a. Program Management

As part of administering the Solar*Rewards Community program, the Solar Garden Operator and the Company may provide information related to the Subscriber and/or the Community Solar Garden to:

- the MPUC
- the Minnesota Department of Commerce
- the Minnesota Office of Attorney General
- Other governmental or private entities as required by law or regulation

Additionally, as part of administering the Solar*Rewards Community program, the Company may share Subscriber's Account Information and Subscriber's Energy Usage Data to service providers, agents, or contracted agents who support the program on its behalf. The Company prohibits these service providers from using or disclosing the Subscriber's information except as necessary to perform these specific services or to comply with legal requirements. More information about the Company's general privacy practices is explained in its Privacy Policy available on www.xcelenergy.com.

b. Permitted Public Reporting

The Subscriber's Energy Usage Data of each participating Subscriber to a Community Solar Garden will be combined and reported in the aggregate by the Community Solar Garden Operator in its annual report on the Solar*Rewards Community program. The identity of specific Subscribers, the specific Subscriber's Account Information, Subscriber's Energy Usage Data and Subscriber-specific Bill Credit will not be listed in the public annual report unless the Subscriber has provided the Community Solar Garden Operator with prior written consent.

Per the requirements of the MPUC, the Company will provide to the MPUC annual reports which will include information or data requested by the MPUC or Minnesota Department of Commerce, including the following:

- Reporting on Solar*Rewards Community program costs, including an analysis of the deposit, application, participation and metering fees and further justification for these fees going forward;
- Reporting on the Solar*Rewards Community Gardens, including but not limited to size, location and the type of Solar*Rewards Community subscriber groups;
- Reporting on known complaints and the resolution of these complaints;
- A copy of each contract signed with a Community Solar Garden Operator, if not previously filed;
- Lessons learned and any potential changes to the program;
- Report on bill credits earned and paid; and the
- Application process

(Continued on Sheet No. 9-97)

Date Filed:	09-30-13	By: David M. Sparby	Effective Date:	09-17-14
		President and CEO of Northern States Power Company, a Minnesota corporation		
Docket No.	E002/M-13-867		Order Date:	09-17-14

Northern States Power Company, a Minnesota corporation
Minneapolis, Minnesota 55401
MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

**STANDARD CONTRACT FOR
SOLAR*REWARDS COMMUNITY (Continued)**

Section No. 9
1st Revised Sheet No. 97

2. How Subscriber's Information Will Be Used (Continued)

c. Prohibited Reporting or Sharing

Except as otherwise provided in this document, the Company will not disclose the Subscriber's Account Information, Subscriber's Energy Usage Data or Subscriber-specific Bill Credits to a third party without first obtaining the Subscriber's written consent.

Any requests by the Community Solar Garden Operator to the Company for information about a Subscriber that is not Subscriber's Account Information or Subscriber's Energy Usage Data will require execution of a separate written consent by the Subscriber. Notwithstanding the previous statement, the Company will not provide the Community Solar Garden Operator with the Subscriber's Social Security Number unless directed to do so by the MPUC or Minnesota Department of Commerce or compelled by law or regulation.

3. Subscriber Data Access and Correction

The following outlines what information is available to the Subscriber from the Company and the Community Solar Garden Operator, and methods of correcting any inaccuracies.

a. Information Available from the Company

Subscribers can contact the Company's call center to obtain information pertaining to their specific Bill Credit attributable to their participation in Solar*Rewards Community Program. The correction of any allocation of previously-applied Bill Credits among Subscribers or payments to the Community Solar Garden Operator for Unsubscribed Energy, pertaining to a particular month due to any inaccuracy reflected in such Monthly Subscription Information with regard to a Subscriber's Subscription in the PV System and the beneficial share of photovoltaic energy produced by the PV System, or the share of Unsubscribed Energy, shall be the full responsibility of the Community Solar Garden Operator, unless such inaccuracies are caused by the Company .

Subscribers may also obtain from the Company the following information related to the Solar*Rewards Community Program without obtaining written consent from the Community Solar Garden Operator:

- Community Solar Garden Address
- Operator name
- Nameplate capacity
- Production data related to the PV system
- Bill Credit Rate and total amount of Bill Credits applied to the PV System
- Any other information pertaining to the Subscriber's Subscription

Other information regarding the Community Solar Garden Operator known to the Company will not be disclosed unless the Subscriber obtains prior explicit informed consent from the Community Solar Garden Operator or unless directed to do so by the MPUC or Minnesota Department of Commerce or compelled by law or regulation.

(Continued on Sheet No. 9-98)

Date Filed:	07-21-16	By: Christopher B. Clark	Effective Date:	08-11-16
		President, Northern States Power Company, a Minnesota corporation		
Docket No.	E002/M-13-867		Order Date:	06-21-16

Northern States Power Company, a Minnesota corporation
Minneapolis, Minnesota 55401
MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

**STANDARD CONTRACT FOR
SOLAR*REWARDS COMMUNITY (Continued)**

Section No. 9
Original Sheet No. 98

3. Subscriber Data Access and Correction (Continued)

b. Information Available from the Community Solar Garden Operator

Subscribers and prospective subscribers can contact the Community Solar Garden Operator to obtain the following information:

- Future costs and benefits of the Subscription, including:
 - i. All nonrecurring (i.e., one-time) charges;
 - ii. All recurring charges;
 - iii. Terms and conditions of service;
 - iv. Whether any charges may increase during the course of service, and if so, how much advance notice is provided to the Subscriber;
 - v. Whether the Subscriber may be required to sign a term contract;
 - vi. Terms and conditions for early termination;
 - vii. Any penalties that the Community Solar Garden may charge to the Subscriber;
 - viii. The process for unsubscribing and any associated costs;
 - ix. An explanation of the Subscriber data the Community Solar Garden Operator will share with Northern States Power Company and that Northern States Power Company will share with the Community Solar Garden Operator;
 - x. The data privacy policies of Northern States Power Company and of the Community Solar Garden Operator;
 - xi. The method of providing notice to Subscribers when the Community Solar Garden is out of service, including notice of estimated length and loss of production;
 - xii. Assurance that all installations, upgrades and repairs will be under direct supervision of a NABCEP-certified solar professional and that maintenance will be performed according to industry standards, including the recommendations of the manufacturers of solar panels and other operational components;
 - xiii. Allocation of unsubscribed production; and
 - xiv. A statement that the Community Solar Garden Operator is solely responsible for resolving any disputes with Northern States Power Company or the Subscriber about the accuracy of the Community Solar Garden production and that Northern States Power Company is solely responsible for resolving any disputes with the Subscriber about the applicable rate used to determine the amount of the Bill Credit.
- Copy of the contract with Northern States Power Company for the Solar*Rewards Community Program
- Copy of the solar panel warranty
- Description of the compensation to be paid for any underperformance
- Proof of insurance
- Proof of a long-term maintenance plan
- Current production projections and a description of the methodology used to develop production projections
- Community Solar Garden Operator contact information for questions and complaints
- Demonstration to the Subscriber by the Community Solar Garden Operator that it has sufficient funds to operate and maintain the Solar*Rewards Community Program

(Continued on Sheet No. 9-99)

Date Filed:	09-30-13	By: David M. Sparby	Effective Date:	09-17-14
		President and CEO of Northern States Power Company, a Minnesota corporation		
Docket No.	E002/M-13-867		Order Date:	09-17-14

Northern States Power Company, a Minnesota corporation
Minneapolis, Minnesota 55401
MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

**STANDARD CONTRACT FOR
SOLAR*REWARDS COMMUNITY (Continued)**

Section No. 9
1st Revised Sheet No. 99

3. Subscriber Data Access and Correction

b. Information Available from the Community Solar Garden Operator (Continued)

The Community Solar Garden Operator is solely responsible for the accuracy of the Subscriber's share of the Community Solar Garden production information forwarded to the Company, and should resolve with the Subscriber any dispute regarding the accuracy of such information.

Subscribers can submit comments to the Company on the accuracy and completeness of its annual report by contacting SRCMN@xcelenergy.com.

4. Data Retention

The Company will retain the Subscriber's Account Information, Subscriber's Energy Usage Data and information on Bill Credits for as long as required under applicable law.

Date Filed:	07-21-16	By: Christopher B. Clark	Effective Date:	08-11-16
		President, Northern States Power Company, a Minnesota corporation		
Docket No.	E002/M-13-867		Order Date:	06-21-16

Schedule of Projects

	Project 1	Project 2	Project 3	Project 4	Project 5	Project 6	Project 7	Project 8	Project 9	Project 10	Project 11	Project 12	Project 13	Project 14
Project Location (County)	Washington	Goodhue	Goodhue	Goodhue	Goodhue	Goodhue	Blue Earth	Rice	Steele	Steele	Chisago	Chisago	Renville	Renville
[TRADE SECRET BEGINS]														
Approximate System Size (MW-AC)														
Application Submitted/ SRC Number Assigned														
Application Fee Received														
Application Considered Complete														

TRADE SECRET ENDS]

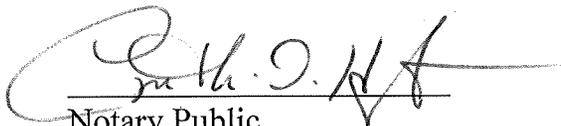
Kurt Battles, being first duly sworn, states as follows:

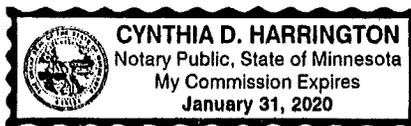
1. I have been employed by Xcel Energy Services, Inc. (XES) for over 7 years. I am currently the Manager of Business Development for XES.
2. As the Manager of Business Development, I oversee and manage corporate development opportunities including acquisition of renewable electric generating assets.
3. In my role, I—along with my colleague, Mr. Jean-Baptiste Jouve—served as the primary negotiators for the New Energy Equity (Seller) transaction. To that end, I have personally overseen the due diligence on this project and negotiated the contracts governing the transaction.
4. I understand that the Solar*Rewards Community program applications for the projects at issue in the Petition were submitted no later than November 22, 2016.
5. Initial discussions with the Seller did not commence until January 2017.
6. I did not discuss the Seller's projects with NSPM personnel prior to that time.
7. Since initiating discussions with the Seller, I have taken precautions to appropriately wall myself off from Solar*Rewards Community program personnel, Xcel Energy engineering staff, and the NSPM Customer Management team.
8. Additionally, since initiating discussions with the Seller, I have neither sought nor received from Xcel Energy or NSPM personnel any non-public information pertaining to the Seller, its projects or the S*RC program in general.
9. Upon transaction close, Nicollet Projects intends to outsource the subscriber-facing contact through its Customer Management Agreement with an affiliate

of the Seller. Similarly, upon transaction close, Nicollet Projects intends to outsource the operation and maintenance of these projects through an Operation and Management Agreement with an affiliate of the Seller.


Kurt Battles

Subscribed and sworn to before me
this 27th day of July, 2017


Notary Public

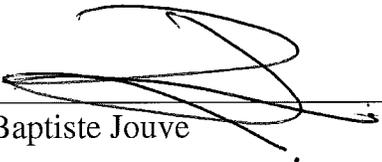


My Commission Expires: 1-31-2020

Jean-Baptiste Jouve, being first duly sworn, states as follows:

1. I have been employed by Xcel Energy Services, Inc. (XES) for over two years. I am currently the Director of Corporate Finance for XES.
2. As the Director of Corporate Finance, I participate in the structuring and negotiation of business development opportunities.
3. In my role, I—along with my colleague, Mr. Kurt Battles—served as the primary negotiators for the New Energy Equities (Seller) transaction. To that end, I have personally overseen the due diligence on this project and negotiated the contracts governing the transaction.
4. I understand that the Solar*Rewards Community program applications for the projects at issue in the Petition were submitted no later than November 22, 2016.
5. Initial discussions with the Seller did not commence until January 2017.
6. I did not discuss the Seller's projects with NSPM personnel prior to that time.
7. Since initiating discussions with the Seller, I have taken precautions to appropriately wall myself off from Solar Rewards Community program personnel, Xcel Energy engineering staff, and the NSPM Customer Management team.
8. Additionally, since initiating discussions with the Seller, I have neither sought nor received from Xcel Energy or NSPM personnel any non-public information pertaining to the Seller, its projects or the S*RC program in general.
9. Upon transaction close, Nicollet Projects intends to outsource the subscriber-facing contact through its Customer Management Agreement with an affiliate

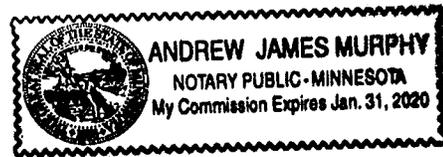
of the Seller. Similarly, upon transaction close, Nicollet Projects intends to outsource the operation and maintenance of these projects through an Operation and Management Agreement with an affiliate of the Seller.



Jean-Baptiste Jouve

Subscribed and sworn to before me
this 27th day of July, 2017


Notary Public



My Commission Expires: Jan 31st, 2020

CERTIFICATE OF SERVICE

I, Lynnette Sweet, 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 Nos. E002/AI-17-____
(Xcel Energy's Miscellaneous Electric Service List)
E002/M-13-867

Dated this 28th day of July 2017

/s/

Lynnette Sweet
Regulatory Administrator

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
David	Aafedt	daafedt@winthrop.com	Winthrop & Weinstine, P.A.	Suite 3500, 225 South Sixth Street Minneapolis, MN 554024629	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
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Christopher	Anderson	canderson@allete.com	Minnesota Power	30 W Superior St Duluth, MN 558022191	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Alison C	Archer	aarcher@misoenergy.org	MISO	2985 Ames Crossing Rd Eagan, MN 55121	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Ryan	Barlow	Ryan.Barlow@ag.state.mn.us	Office of the Attorney General-RUD	445 Minnesota Street Bremer Tower, Suite 1400 St. Paul, Minnesota 55101	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
James J.	Bertrand	james.bertrand@stinson.com	Stinson Leonard Street LLP	150 South Fifth Street, Suite 2300 Minneapolis, MN 55402	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
William A.	Blazar	bblazar@mnchamber.com	Minnesota Chamber Of Commerce	Suite 1500 400 Robert Street North St. Paul, MN 55101	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
James	Canaday	james.canaday@ag.state.mn.us	Office of the Attorney General-RUD	Suite 1400 445 Minnesota St. St. Paul, MN 55101	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Jeanne	Cochran	Jeanne.Cochran@state.mn.us	Office of Administrative Hearings	P.O. Box 64620 St. Paul, MN 55164-0620	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
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First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Corey	Conover	corey.conover@minneapolismn.gov	Minneapolis City Attorney	350 S. Fifth Street City Hall, Room 210 Minneapolis, MN 554022453	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Carl	Cronin	Regulatory.records@xcelenergy.com	Xcel Energy	414 Nicollet Mall FL 7 Minneapolis, MN 554011993	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Joseph	Dammel	joseph.dammel@ag.state.mn.us	Office of the Attorney General-RUD	Bremer Tower, Suite 1400 445 Minnesota Street St. Paul, MN 55101-2131	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Ian	Dobson	Residential.Utilities@ag.state.mn.us	Office of the Attorney General-RUD	1400 BRM Tower 445 Minnesota St St. Paul, MN 551012130	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
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John	Farrell	jfarrell@ilsr.org	Institute for Local Self- Reliance	1313 5th St SE #303 Minneapolis, MN 55414	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Emma	Fazio	emma.fazio@stoel.com	Stoel Rives LLP	33 South Sixth Street Suite 4200 Minneapolis, MN 55402	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Sharon	Ferguson	sharon.ferguson@state.mn.us	Department of Commerce	85 7th Place E Ste 280 Saint Paul, MN 551012198	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Stephen	Fogel	Stephen.E.Fogel@XcelEnergy.com	Xcel Energy Services, Inc.	816 Congress Ave, Suite 1650 Austin, TX 78701	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Edward	Garvey	edward.garvey@AESLconsulting.com	AESL Consulting	32 Lawton St Saint Paul, MN 55102-2617	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Janet	Gonzalez	Janet.gonzalez@state.mn.us	Public Utilities Commission	Suite 350 121 7th Place East St. Paul, MN 55101	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Michael	Hoppe	il23@mtn.org	Local Union 23, I.B.E.W.	932 Payne Avenue St. Paul, MN 55130	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Julia	Jazyuka	jjazyuka@energyfreedomcoalition.com	Energy Freedom Coalition of America	101 Constitution Ave NW Ste 525 East Washington, DC 20001	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Alan	Jenkins	aj@jenkinsatlaw.com	Jenkins at Law	2265 Roswell Road Suite 100 Marietta, GA 30062	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
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Sarah	Johnson Phillips	siphillips@stoel.com	Stoel Rives LLP	33 South Sixth Street Suite 4200 Minneapolis, MN 55402	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Mark J.	Kaufman	mkaufman@ibewlocal949.org	IBEW Local Union 949	12908 Nicollet Avenue South Burnsville, MN 55337	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Thomas	Koehler	TGK@IBEW160.org	Local Union #160, IBEW	2909 Anthony Ln St Anthony Village, MN 55418-3238	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Michael	Krikava	mkrikava@briggs.com	Briggs And Morgan, P.A.	2200 IDS Center 80 S 8th St Minneapolis, MN 55402	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Peder	Larson	plarson@larkinhoffman.com	Larkin Hoffman Daly & Lindgren, Ltd.	8300 Norman Center Drive Suite 1000 Bloomington, MN 55437	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Douglas	Larson	dlarson@dakotaelectric.com	Dakota Electric Association	4300 220th St W Farmington, MN 55024	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Paula	Maccabee	Pmaccabee@justchangela w.com	Just Change Law Offices	1961 Selby Ave Saint Paul, MN 55104	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Peter	Madsen	peter.madsen@ag.state.mn.us	Office of the Attorney General-DOC	Bremer Tower, Suite 1800 445 Minnesota Street St. Paul, Minnesota 55101	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Kavita	Maini	kmaini@wi.rr.com	KM Energy Consulting LLC	961 N Lost Woods Rd Oconomowoc, WI 53066	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Pam	Marshall	pam@energycents.org	Energy CENTS Coalition	823 7th St E St. Paul, MN 55106	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Joseph	Meyer	joseph.meyer@ag.state.mn.us	Office of the Attorney General-RUD	Bremer Tower, Suite 1400 445 Minnesota Street St Paul, MN 55101-2131	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
David	Moeller	dmoeller@allete.com	Minnesota Power	30 W Superior St Duluth, MN 558022093	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric

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