



414 Nicollet Mall
Minneapolis, MN 55401

**PUBLIC DOCUMENT
TRADE SECRET INFORMATION EXCISED**

July 2, 2015

—Via Electronic Filing—

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

RE: PETITION
FOR APPROVAL OF AN AMENDMENT TO SOLAR*REWARDS CUSTOMER
CONTRACT WITH ADDENDUM TO SOLAR*REWARDS CONTRACT
ADDRESSING MINNESOTA BONUS REBATE WITH MURPHY WAREHOUSE
DOCKET NO. E002/M-15-____

Dear Mr. Wolf:

Northern States Power Company, doing business as Xcel Energy, submits the attached Petition seeking approval of an Amendment to the Minnesota Solar*Rewards Customer Contract with Addendum to Solar*Rewards Contract Addressing Minnesota Bonus Rebate with Murphy Warehouse. This amendment allows Murphy Warehouse to move their rooftop photovoltaic system to another location while continuing to receive payments allocated to them from the Minnesota Bonus program.

The information in this filing designated as “Trade Secret” is specific customer information and is Trade Secret pursuant to Minnesota Statute § 13.37 subd. 1(b). This information is subject to efforts from the customer to maintain its secrecy. This information derives independent economic value, actual or potential, to Xcel Energy, its customers, suppliers, and competitors, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.

Daniel P. Wolf

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July 2, 2015

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 Jessica Peterson at jessica.k.peterson@xcelenergy.com or 612-330-6850 if you have any questions regarding this filing.

Sincerely,

/s/

SHAWN WHITE

MANAGER, DSM & RENEWABLE REGULATORY STRATEGY AND PLANNING

Enclosures

c: Service List

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STATE OF MINNESOTA
BEFORE THE
MINNESOTA PUBLIC UTILITIES COMMISSION

Beverly Jones Heydinger	Chair
Nancy Lange	Commissioner
Dan Lipschultz	Commissioner
John Tuma	Commissioner
Betsy Wergin	Commissioner

IN THE MATTER OF THE PETITION OF
NORTHERN STATES POWER COMPANY
FOR APPROVAL OF AN AMENDMENT TO
SOLAR*REWARDS CUSTOMER CONTRACT
WITH ADDENDUM TO SOLAR*REWARDS
CONTRACT ADDRESSING MINNESOTA
BONUS REBATE WITH MURPHY
WAREHOUSE

DOCKET NO. E002/M-15-_____

PETITION

INTRODUCTION

Northern States Power Company, doing business as Xcel Energy, submits to the Minnesota Public Utility Commission this Petition for approval of an amendment to the Minnesota Solar*Rewards Customer Contract with Addendum to Solar*Rewards Contract Addressing Minnesota Bonus (“Contract”) with Murphy Warehouse (“Customer”).

Our customer, Murphy Warehouse, is a participant in the Solar*Rewards with Minnesota Bonus program. The Customer is currently in non-compliance with the Contract due to removing their photovoltaic (PV) system from the contracted location with the intent of moving it from one location to another. The Contract does not allow locational adjustments. This system is currently unproductive and therefore not producing the solar benefits projected by the Solar*Rewards program. In recognition of these issues and the Customer’s continued desire to operate the system at a new location, we would like to create an amended path forward to put the PV system back into production.

The existing Contract provides incentive payments through Solar*Rewards and Minnesota Bonus. The Customer’s Contract provides for:

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1. An upfront Solar*Reward payment of \$2.25 per watt for a total of [BEGIN TRADE SECRET... ..END TRADE SECRET], and
2. Five consecutive annual Minnesota Bonus payments of [BEGIN TRADE SECRET END TRADE SECRET].

The Customer has received a total of [BEGIN TRADE SECRET... ..END TRADE SECRET] in incentive payments to-date and the Company is currently withholding [BEGIN TRADE SECRET... ..END TRADE SECRET] of further allocated Minnesota Bonus payments until non-compliance is resolved. This payment was stopped in December 2014, when the Company was notified that the solar array was removed from the contracted location.

The Company believes it is in the public interest to put this project back in production to allow the system to produce the benefits associated with the program and to allow the Company to continue to receive the Renewable Energy Credits (RECs) associated with the system. The Company's willingness to work to resolve this issue should not be, however, viewed as a standard process for addressing future contract breaches and we are not waiving any of the Company's rights under the Contract by doing so. The current Contract is provided as Attachment A. The proposed Amendment No. 1 to the Contract is provided with this Petition as Attachment B.

I. SUMMARY OF FILING

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

II. SERVICE ON OTHER PARTIES

Pursuant to Minn. R. 7829.1300, subp. 2 and Minn. Stat. § 216.17, subd. 3, we have electronically filed this document. A summary of the filing has been served on all parties on the endorsed.

III. GENERAL FILING INFORMATION

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

A. Name, Address, and Telephone Number of Utility

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Northern States Power Company doing business as:
Xcel Energy
414 Nicollet Mall
Minneapolis, MN 55401
(612) 330-5500

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

James Denniston
Assistant General Counsel
Xcel Energy
414 Nicollet Mall, 5th Floor
Minneapolis, MN 55401
(612) 215-4656

C. Date of Filing

The date of this filing is July 2, 2015.

D. Statute Controlling Schedule for Processing the Filing

Minn. Stat. § 216B.16 subd. 1 requires 60-days of notice to the Commission of a proposed rate change. Under the Commission's rules, the proposed rate change discussed in this Petition falls within the definition of a miscellaneous tariff filing 2 under Minn. R. 7829.0100, subp. 11, since no determination of Xcel Energy's general revenue requirement is necessary. Pursuant to Minn. R. 7829.1400, subps. 1 and 4, initial comments on a miscellaneous tariff filing are due within 30 days of filing, and replies are due 10 days from the expirations of the original comment period.

E. Utility Employee Responsible for Filing

Paul Lehman
Manager, Compliance and Filings
Xcel Energy
414 Nicollet Mall, 7th Floor
Minneapolis, MN 55401
(612) 330-7529

IV. MISCELLANEOUS INFORMATION

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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:

James Denniston
Assistant General Counsel
Xcel Energy
414 Nicollet Mall, 5th Floor
Minneapolis, MN 55401
james.r.denniston@xcelenergy.com

SaGonna Thompson
Records Analyst
Xcel Energy
414 Nicollet Mall, 7th Floor
Minneapolis, MN 55401
regulatory.records@xcelenergy.com

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

V. EFFECT OF CHANGE UPON XCEL ENERGY REVENUE

Approval of the Amendment No. 1 to the Contract will not impact Company revenue.

VI. DESCRIPTION AND PURPOSE OF FILING

A. Background

The Customer and Company entered into a Solar*Rewards Contract on December 20, 2011, for a PV system at [BEGIN TRADE SECRET... ..END TRADE SECRET] ("Service Address"). This contract was for participation in the first generation of the Solar*Rewards program and Minnesota Bonus program. The Contract provides the customer an upfront incentive payment to the customer of \$2.25 per watt and then five consecutive annual Minnesota Bonus payments.¹

The Contract provides that, "The PV System shall be located on the Customer's facilities at the Service Address at all times during the term of this Contract". Therefore, Solar*Rewards incentives were premised on the PV system located at the Service Address identified within the Contract for the entire 20 year term. On or about October 21, 2014, the customer removed the PV system from the Service Address. Further incentives allocated to the project were therefore withheld.

¹ The second generation of Solar*Rewards no longer includes upfront payments, but rather incentives based on system production, *see Docket 13-1015*

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The Customer seeks to re-install the PV System within the Company's service territory at a new location. This new location already has an existing Solar*Rewards system that is subject to the first generation Solar*Rewards contract. Neither contract bars having multiple Solar*Rewards systems on the same property.²

B. Resolution

The Company has worked with the Customer to address a change in service address as well as reinstating the remaining Minnesota Bonus payments. We offer Amendment No. 1 to the Customer Contract (Attachment B) as resolution to the current non-compliance.

a. Location Change

The Company is agreeable to Murphy Warehouse Company reinstalling their PV System to a new location. However, the customer shall submit an interconnection application for installing the solar array at the new location through the Company's Section 10 tariff and pay all applicable Section 10 tariffed fees. If such an Interconnection Agreement is signed by both parties, then the Customer is allowed to install the system at the new location under the provisions of the Amendment by May 31, 2016. The 20-year contract will not be extended such that the original term date ending on December 11, 2021, will remain in effect.

b. Minnesota Bonus Payments

The remaining annual Minnesota Bonus payments shall be adjusted to reflect the "Interconnection Time Gap" compared to the 20 year term (or 7305 days) of the Contract. The Interconnection Time Gap is defined as the length of time between the PV system removal date and the later of 1.) the date of PV system interconnection at the new location and 2.) the effective date of this Amendment No. 1. The adjustment will be calculated by adding the upfront Solar*Rewards and five annual Minnesota Bonus payments already paid or otherwise payable under the Contract [**BEGIN TRADE SECRET... ...END TRADE SECRET**] and reduce the final as-yet unpaid Minnesota Bonus payments [**BEGIN TRADE SECRET... ...END TRADE SECRET**] so that total of the upfront Solar*Rewards and annual Minnesota Bonus payments reflect a pro-rata reduction based on the "Interconnection Time Gap" compared to the 20 year term of the Contract. The remaining Minnesota Bonus

² The second generation of Solar*Rewards does not allow for two Solar*Rewards projects to exist at one location, however, there are no provisions for this rule within the first generation program, *see Docket 13-1015*

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payments shall be equally adjusted to reflect the total amount to be paid based on this new calculation. In mathematical formulas, this is shown as follows:

Remaining Minnesota Bonus Payments = Total Payments Due – Past Payments
Past Payments = [BEGIN TRADE SECRET... ...END TRADE SECRET]
Total Payments Due = [BEGIN TRADE SECRET... ...END TRADE SECRET]* (Interconnection Time Gap (in days)/7305 days))

C. The Agreement is in the Public Interest

The Deputy Commissioner of Commerce noted on October 1, 2012, that “the potential economic, environmental and health benefits that result from Solar*Rewards are benefits that support the public interest³.” Additionally, the Solar*Rewards program supports attainment of the Company’s Solar Standards. Specifically, production from PV systems receiving a Solar*Rewards incentive will count towards the 10 percent of the Standard that must come from systems with capacity less than or equal to 20 kW.⁴ However, unproductive systems provide none of the before mentioned benefits nor allow for continued REC production.

The Company does not intend to signal to other customers that moving contracted PV systems is allowed or reasonable. Yet, in order to put this system into production we must work with the facts of this particular situation, showing the Customer’s willingness to resolve the issue and reinstall the system at a new location at their own cost.

We believe the amended Customer Contract is in the public interest by allowing the Customer to reinstall the system under the program. Putting the system back into production will allow the Company to continue to offer the benefits intended by the Solar*Rewards program and to maintain its alignment with obtaining RECs. Finally, the Company finds this to be an equitable remedy for non-compliance.

CONCLUSION

Northern States Power Company respectfully requests approval of this Petition for approval of an amendment to the Customer Contract with Murphy Warehouse for moving their PV system from one location to another and addressing further Minnesota Bonus payments. This agreement is in the public interest as it allows for

³ Docket No. E,G002/CIP-12-447

⁴ Minn. Stat. §216B.1691 Subd. 2f

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the reinstallation of the PV System and continues the Company's commitment to growing solar resources.

Dated: July 2, 2015

Northern States Power Company

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STATE OF MINNESOTA
BEFORE THE
MINNESOTA PUBLIC UTILITIES COMMISSION

Beverly Jones Heydinger	Chair
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IN THE MATTER OF THE PETITION OF
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FOR APPROVAL OF AN AMENDMENT TO
SOLAR*REWARDS CUSTOMER
CONTRACT WITH ADDENDUM TO
SOLAR*REWARDS CONTRACT
ADDRESSING MINNESOTA BONUS
REBATE WITH MURPHY WAREHOUSE

DOCKET No. E002/M-15-_____

PETITION

SUMMARY OF FILING

Please take notice that on July 2, 2015 Northern States Power Company, doing business as Xcel Energy, submitted to the Minnesota Public Utilities Commission a Petition for approval of an amendment to the Minnesota Solar*Rewards Customer Contract with Addendum to Solar*Rewards Contract Addressing Minnesota Bonus Rebate with Murphy Warehouse for moving their solar array from one location to another.



Application ID: 17103

Shading Denotes Trade Secret Information

MINNESOTA SOLAR*REWARDS CUSTOMER CONTRACT
Customer-Sited Photovoltaic (PV) Systems
Greater than 0.5 kW and Less than 40 kW DC Nameplate Capacity

This Contract is made and entered into by and between Northern States Power Company, a Minnesota corporation, having a mailing address of 414 Nicollet Mall, Minneapolis, Minnesota 55401 ("Company"), and Murphy Warehouse (whether one or more, "Customer"), whose mailing address for billing and notice purposes is: [REDACTED], concerning electric service at the following address: [REDACTED] (the "Service Address").

1. Fact Background.

- a. Customer will be installing the electric generating facilities described in Exhibit 1 (the "PV System") and meeting the requirements stated in this Contract, with a nameplate capacity rated at greater than 0.5 kilowatts and less than 40 kilowatts direct current ("DC"), on property located at the Service Address.
- b. Customer's PV System also meets the requirements of the Minnesota Public Utilities Commission (the "Commission") Rules Chapter 7835 on Cogeneration and Small Power Production and any technical standards for interconnection the Company has established that are authorized by those Rules.
- c. Customer is prepared to generate electricity in parallel with the Company using the PV System.
- d. Customer has submitted to Company an application and paid an application fee of \$250.00, to participate in Company's Solar*Rewards program using the PV System.
- e. The Company is obligated under federal and Minnesota state law to interconnect with Customer and to purchase electricity generated by Customer through qualifying facilities and offered for sale to Company by Customer.
- f. Customer and Company enter into this Contract which sets out the terms and conditions for the purchase and sale of the electricity generated by the PV System ("Solar*Rewards Program"), and related matters.

2. Purchases and Sales of Electricity.

Customer and Company agree:

- a. Company will sell electricity to Customer under the rate schedule in force for the class of customer to which Customer belongs.
- b. Customer agrees to supply electricity generated by the PV System in the form of 3 phase, 2 wire, alternating current at the nominal frequency of 60 hertz, and at a nominal voltage of 277/480.
- c. Company will buy electricity generated by the PV System from Customer under the applicable Company rate schedule filed with the Commission. Customer elects to sell electricity generated by the PV System in excess of Customer's own use under the terms of the following Company tariff:

Net Energy Billing Service, Rate Code A50

Purchase and Sale Billing Service, Rate Code A51

Time of Day Purchase Service, Rate Code A52

A copy of the currently filed elected tariff is attached as Exhibit 2. The rates, terms and conditions for sales and purchases of electricity may be changed over the time this Contract is in force, due to actions of the Company or of the Commission, and Customer and Company agree that sales and purchases will be made under the rates in effect each month during the time this Contract is in force.

d. Customer will pay a monthly metering charge under the Company tariff elected by the Customer, provided in Exhibit 2, and according to meter installation requirements in Section 5b. The monthly metering charge pays for the cost and installation of a bi-directional meter at the Service Address which measures electricity delivered by the Company to the Customer and energy received by the Company from the Customer, and the associated billing, operating and maintenance expenses. The metering charge may be changed over the time this Contract is in force, due to actions of the Company or of the Commission, and Customer and Company agree that the metering charge will be under the rates in effect each month during the time this Contract is in force.

e. The Company will compute the charges and payments for purchases and sales of electricity for each billing period. If the payments for electricity generated by the PV System and sold to Company exceed the charges for electricity which the Company supplies and sells to Customer (i.e. net positive production by the PV System), the credit will accumulate on the Company's billing statement to Customer and will be paid by check to Customer within fifteen (15) days of the billing date once the accumulated credit exceeds \$25.00.

f. Company may stop providing electricity to Customer during a system emergency, without notice. Company will give Customer prior notice by telephone or regular U.S. mail when Company is to stop providing electricity in non-emergency circumstances. The Company will not discriminate against Customer when it stops providing electricity or when it resumes providing electricity. Company may stop purchasing electricity from Customer when necessary to construct, install, maintain, repair, replace, remove, investigate or inspect any equipment or facilities within its electric system when this activity would be adversely affected if customer were supplying power to the system. Company will give Customer prior notice by telephone or regular U.S. mail letter when Company will stop purchasing electricity from Customer.

3. Ownership of Renewable Energy Credits.

Customer and Company agree:

a. On the terms and subject to the conditions set forth in this Contract, the Customer agrees to convey to the Company and the Company will own all of the Renewable Energy Credits ("RECs"), defined in Section 5(l) below generated by the PV System at the Service Address for a term of twenty (20) years from the installation date set forth in the "Actual System Installation Information" attached to this Contract as Exhibit 1.

b. In consideration for Customer's participation in Company's Solar*Rewards Program, Company shall make a one (1) time payment to Customer of \$2.25 per watt DC capacity that is installed, to be paid by Company to Customer in the form of a check and not as a bill credit, within thirty (30) business days of Customer's delivery to Company of (i) completed Exhibit 1, certifying installation of the PV System at the Service Address, and (ii) a certified test report verifying successful completion of testing procedures on the PV System.

4. Representations by Customer.

Customer hereby makes the following representations and warranties to Company:

a. Customer warrants that the person signing this Contract on behalf of Customer is authorized and competent to sign this Contract and to bind Customer to the terms of this Contract.

b. Customer receives electric service from Company at the Service Address set forth above, is the person in whose name electric service is listed at the Service Address, and is the owner of the property at the Service Address.

c. Customer is an end-use electric consumer located within the electric service territory of Company in Minnesota whose primary business is not the generation of electricity for retail or wholesale sale from the same facility. Customer is not installing the PV System at the Service Address in connection with a business of developing or improving real estate for resale.

d. Customer shall install a new PV System at the Service Address, which shall have at least a five (5) year warranty, and shall be installed as of the date set forth, and conform to the specifications, tilt and orientation described in Exhibit 1 as completed and delivered to Company by Customer.

e. The PV System shall be located on the Customer's facilities at the Service Address at all times during the term of this Contract.

f. The PV System has a minimum nameplate DC output capacity of 500 watts and a maximum capacity of less than 40 kilowatts.

g. Customer represents that the PV System shall be sized to supply no more than one hundred twenty percent (120%) of the previous annual (12-month) consumption of electric energy by Customer at the Service Address. Customer acknowledges that Solar*Rewards Program is only available to PV Systems where the estimated annual generation, as determined by the National Renewable Energy Laboratory's PVWatts™ calculator (Version 2), is not more than 120% of the previous annual (12-month) electric energy consumption at the Service Address. If historical electric energy consumption data is not available due to new construction, the Company will calculate the estimated annual electric energy consumption.

h. PV equipment including, but not limited to modules, inverters, etc., as described in Customer's completed Exhibit 1 shall meet eligibility requirements when listed as qualified on the Company website: www.xcelenergy.com/solar.

i. The orientation of the PV System is free of shade from trees, buildings and other obstructions that might shade the orientation of the system measured from the center point of the solar array through a horizontal angle plus or minus 60 degrees and through a vertical angle between 15 degrees and 90 degrees above the horizontal plane.

5. Requirements for PV System Installation, Operation, and Maintenance.

Energy Audit.

a. Customer is required to conduct an Energy Audit for the building at the Service Address which hosts a PV system, at Customer's expense, in compliance with Company's Energy Audit program prior to Company's payment made as described in Section 3b, unless such audit has been completed within the past three years, or (for residential customers) the Customer's home was ENERGY STAR-certified under the Company's ENERGY STAR homes project, or (for business customers) the Customer participated in the Commercial Real Estate, Energy Design Assistance, Energy Efficient Buildings, or Recommissioning programs. Based on the results of Customer's Energy Audit and in order to participate in the Solar*Rewards Program, Customer may be required by Company to implement certain Energy Efficiency Options that the Energy Audit identifies as an effective Energy Efficiency Solution.

Metering.

b. Two meters are required to be installed at the Service Address. One meter is located at the main service and is a bi-directional meter that will record energy delivered to the Customer from the Company, and energy received by the Company from Customer. Installation of a bi-directional meter may not be required if the configuration of Customer's facilities allows and a previously installed bi-directional meter provides the information necessary for billing purposes. The second (Production) meter will record energy generated by the PV System only. 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 Company's expense and including the cost of the Production meter itself. Customer will provide all meter housing and socket replacement and rewiring to install both meters. Customer shall be charged monthly the metering charge described in Section 2(d) above for the bi-directional 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 Customer to pay a net interconnection charge in advance.

c. Company shall receive all net energy, if any, generated by the PV System at the Service Address and not consumed by the Customer. If the production of the PV System is more than the Customer's usage as measured by the Company's meter, the negative consumption (i.e. net energy delivered to the Company) as measured by the Company's meter shall be considered as net energy and Customer shall be compensated as provided in Sections 2(c) and (e) above. Onsite use of energy generated by the PV System shall be unmetered for purposes of compensation.

Interconnection to Company Distribution System.

d. Company will permit Customer to connect the PV System to Company's distribution system on the load side of Customer's meter. The connection must be made through a Customer provided, Customer Installed National Electrical Manufacturer's Association-approved, manual disconnect switch of adequate ampere capacity. The switch shall not open the neutral when the switch is open. This switch shall have provisions for being padlocked in the open position with a standard Company padlock. Customer agrees to locate the switch in a position accessible to Company personnel on the building exterior within ten (10) feet of the main service meter, unless another location is identified and approved in advance by Company. Customer further agrees that the switch may be operated by Company personnel at all times that such operation is deemed necessary by Company for safety and operating reasons. If the PV System uses commutated synchronous Inverters, the inverters shall be connected on the load side (PV System side) of the safety disconnect switch.

e. Customer shall pay Company for the actual, reasonable costs of interconnection, which will be determined by Company

and communicated to Customer upon Company's receipt of Customer's application to participate in Company's Solar*Rewards Program. Customer must pay these costs to Company before Company will perform any work to its electric distribution system relating to Customer's PV System.

Interconnection to Company Distribution System.

f. Customer shall provide the necessary equipment as approved by Company to operate the PV System in parallel with Company's distribution system. The PV System must be equipped to instantaneously discontinue all output to and energization of Company's distribution system under any of the following conditions:

1. De-energized Company system
2. Sustained line faults on Company's system
3. Faults on Customer's PV System

Customer shall consult with Company regarding these minimum requirements, additional protections recommended by Company, and proper operation of Customer's PV System. Since the power factor and the voltage at which Company's system and Customer's PV System are operated will vary, Customer and Company agree to operate their respective systems at a power factor as near unity as possible in such manner as to absorb its share of the reactive power, and voltage as conducive to the best operating standards.

g. Customer shall supply to Company a single-line diagram and associated equipment list for the PV System control circuitry to enable Company to determine if the PV System safety equipment provides a level of safety consistent with the safety level required by the Company. The singleline diagram shall show all major equipment of the PV System, including visual isolation equipment, Point of Common Coupling, Point of Delivery for Generation Systems that intentionally export, ownership of equipment and the location of metering.

h. Customer understands and agrees that the Grid Inter-Tie Inverter System used in conjunction with its PV System must be certified as meeting the requirements of UL 1741.

i. Customer understands and agrees that as additional cogeneration facilities are connected to the Company distribution system, Company may require Customer to install additional safety devices at Customer's expense.

j. Customer shall provide to Company for approval a copy of the test procedure that will be used to verify the protection and operation of the PV System. The PV system cannot backfeed the Company system upon loss of the utility source. If analysis of the proposed PV System by Company reveals that it is capable of backfeed into the Company lines during distribution outages, Customer shall immediately disconnect the PV from the Company distribution system and shall only reconnect the PV System through a Customer-provided, Company approved, interconnect device that will prevent backfeed. Customer shall notify Company at least two (2) weeks in advance of the testing of the PV System and Company reserves the right to witness the testing. Customer shall provide to Company a copy of the certified test report verifying that the test procedure was successful.

k. Customer agrees to disconnect the PV System from the Company distribution system or to reimburse Company for cost of necessary system modifications if operation of the PV System causes radio, television or electrical service interference to other customers, or interference with the operation of Company's system.

l. For purposes of this Contract, these terms have the following meanings: "Area EPS" is an electric power system (EPS) that serves Local EPSs. Note: typically an Area EPS has primary access to public rights-of-way, priority crossing of property boundaries, etc. The Company is an Area EPS. "EPS" (Electric Power System) are facilities that deliver electric power to a load. Note: this may include generation units. "Generation" is any device producing electrical energy, for example, rotating generators driven by wind, steam turbines, internal combustion engines, hydraulic turbines, solar, fuel cells, or any other electric producing device, including energy storage technologies. "Generation System" is the interconnected generator(s), controls, relays, switches, breakers, transformers, inverters and associated wiring and cables, up to the Point of Common Coupling. "Grid Inter-Tie Inverter" is a device that converts DC electricity to AC electricity. A Grid Inter-Tie Inverter also has been specifically designed and constructed to safely interconnect with an Area EPS. For purposes of this Contract, a Grid Inter-Tie Inverter is also designed and tested to meet the requirements of IEEE 1547 and ANSI 929 standards. If the Grid Inter-Tie Inverter is tested under UL 1741, it meets these aforementioned requirements. "Local EPS" is an electric power system (EPS) contained entirely within a single premises or group of premises. "Point of Common Coupling" is the point where the Local EPS is connected to the Company. "Point of Delivery" is the point where the energy changes possession from one party to the other. Typically this will be where the metering is installed but it is not required that the Point of Delivery is the same as where the energy is metered. "Renewable Energy Credits" or "RECs" are all attributes of an environmental or other nature that are created or otherwise arise from the PV

System'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 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 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 Customer or the PV System are eligible or which either receives, or any depreciation, expenses, credits, benefits or other federal, state or local tax treatment for which Customer or the PV System is eligible or that either receives.

Installation, Operation and Maintenance of PV System.

m. Customer agrees that its installation of the PV System will be in compliance with all applicable electric codes and the PV System will be operated only after the installation has been inspected and approved by the appropriate authorities. Customer shall be solely responsible for ensuring that the PV System equipment as installed and operated meets all applicable codes, standards, and regulatory requirements. Customer understands and agrees that Company's approval of the proposed or installed PV System does not preclude the necessity of Customer obtaining all required permits, building and zoning variations and applicable inspections.

n. The proposed installation of the PV System will be reviewed by Company to determine adequacy of the associated Company distribution system components. Customer agrees to reimburse Company for the addition, modification, or replacement of any distribution system components made necessary by Customer's PV system installation.

o. Customer shall effectively ground the PV System installation and to provide and install adequate surge arrester protection to prevent lightning damage to any Company distribution system equipment.

p. Customer shall maintain the PV System and the individual components of the system in good working order at all times during the term of this Contract. The Company shall have no responsibility for the maintenance or repair of the PV System, or for its installation or removal. If during the term of this Contract the PV System or any of the individual components of the system should be damaged or destroyed, Customer shall promptly repair or replace the equipment to its original specifications, tilt and orientation as set forth in Exhibit 1 at Customer's sole expense.

q. Customer will give the Company reasonable access to Customer's property and PV System if the configuration of those facilities does not permit disconnection or testing from the Company's side of the interconnection. If the Company enters Customer's property, the Company will remain responsible for its personnel.

r. Customer must operate its PV System within any rules, regulations, and policies adopted by the Company not prohibited by the Commission's rules on Cogeneration and Small Power Production which provide reasonable technical connection and operating specifications for Customer (Company's Rules and Regulations Applicable to Cogeneration and Small Power Production Facilities are attached as Exhibit 3).

s. Customer will operate its PV System so that it conforms to the national, state, and local electric and safety codes, and Customer will be responsible for the costs of conformance.

Additional Requirements.

t. This Contract shall apply to new PV solar equipment only. Used equipment does not qualify for the payment described in Section 3b.

u. Customer shall comply with all of the rules stated in Company's applicable electric tariff related to photovoltaic systems, as the same may be revised from time to time. The Company's rules, regulations, and policies must conform to the Commission's rules on Cogeneration and Small Power Production. In the event of any conflict between the terms of this Contract and Company's electric tariff, the provisions of the tariff shall control.

v. Customer will obtain and keep in force liability insurance against personal or property damage due to the installation, interconnection, and operation of its PV System. The amount of insurance coverage will be \$300,000. Customer shall provide proof of this insurance prior to interconnection of the PV System to the Company's distribution system.

6. Limitations and Liabilities.

a. Qualification for the one-time payment from Company does not imply any representation or warranty by Company of the design, installation, or operation of the PV equipment, and Company expressly disclaims any and all warranties of the equipment as to workmanship, quality, or performance, including the fitness of the equipment for the purpose intended.

a. Qualification for the one-time payment from Company does not imply any representation or warranty by Company of the design, installation, or operation of the PV equipment, and Company expressly disclaims any and all warranties of the equipment as to workmanship, quality, or performance, including the fitness of the equipment for the purpose intended.

b. Company shall not be responsible or liable for any personal injury or property damage caused by the PV System or any individual component equipment of the system. Company shall not be liable for failure or fault in the delivery of electrical energy to Customer or for total or partial interruption of service caused by accidents, breakdown of equipment, acts of God, floods, storms, fires, strikes, riots, war, terrorist attacks, sabotage, labor disputes, shortage of materials, the forces of nature, the authority and orders of government, and other causes or contingencies of whatever nature beyond the reasonable control of the Company, or which reasonably could not have been anticipated and avoided by the Company.

d. Company shall not be liable for revenue lost by Customer due to Company's inability to purchase or wheel energy generated by the PV System.

e. Customer shall indemnify, defend, and hold Company, its employees, agents, successors, assigns, subsidiaries and affiliates harmless against any and all claims, demands, liens, lawsuits, judgments or actions of whatsoever nature that may be brought on account of the installation, maintenance, operation, repair, or replacement of the PV System or any component equipment of the system. Company shall not be liable to the Customer for any punitive, special, exemplary or consequential damages, including but not limited to, lost profits, loss of use, and costs of replacement, whether based in contract, tort, upon any theory of indemnity, or otherwise. Company makes no warranty or representation concerning the taxable consequences, if any, to Customer with respect to its onetime payment to Customer for participation in the Solar*Rewards Program, or compensation for electric service sold to Company from the operation of Customer's PV System (if any), and Customer is urged to seek professional advice regarding this issue.

7. Commencement and Term; Assignment; Enforceability.

a. This Contract becomes effective as soon as it is signed by the Customer and the Company and shall continue for a term of twenty (20) years.

b. This Contract is assignable by Customer to any subsequent purchaser of Customer's premises at the Service Address. Company shall have ownership of all RECs produced by the PV System during the twenty (20) year term of this Contract. In order for an assignment to be effective, Customer is required to provide to assignee the following documents: Assignment Agreement, a copy of this Contract, and any remaining warranty information for the PV System. Customer is released from any and all future liability under this Contract upon its effective assignment.

c. This Contract and the terms contained in the Contract shall be binding and enforceable against the parties, their successors and assigns for as long as the Contract remains in effect.

d. This Contract does not waive Customer's right to bring a dispute before the Commission as authorized by Minnesota Rules, parts 7835.4800, 7835.5800, and 7835.4500, and any other provision of the Commission's rules on Cogeneration and Small Power Production authorizing Commission resolution of a dispute.

e. If a Party defaults in performing its obligations under this Contract, the non-defaulting Party may give written notice to the defaulting Party identifying the nature of the default and stating that the non-defaulting Party may terminate this Contract if the defaulting Party does not cure the identified default within thirty (30) days of the date the non-defaulting Party mailed or delivered the written notice to the defaulting Party. If the defaulting Party does not cure the default identified in the written notice within that thirty (30) day period, then the non-defaulting Party may, at its sole option, terminate this Contract upon written notice of termination mailed or delivered to the defaulting Party. Any notices given under this Section shall be addressed to the Parties (or their successors in interest) at their respective mailing addresses identified in the first paragraph of this Contract.

f. Each Party hereby irrevocably and unconditionally waives any right to a trial by jury for the resolution of any dispute arising under this Contract. Failure of either party to enforce any term or condition of this Contract shall not constitute a waiver of that term or condition or of any other term or condition of this Contract.

8. Miscellaneous.

a. This Contract contains all the agreements made between Customer and the Company except that this Contract shall at all times be subject to all rules and orders issued by the Commission or other government agency having jurisdiction over the subject matter of this Contract. The terms of this Contract shall be modified and amended if required to comply with any order or regulation of the Commission, applicable state or federal laws or regulations, or other government agency having jurisdiction over the subject matter of this Contract. Company shall post all such modifications and amendments at its website at: www.xcelenergy.com/solar, and Customer and Company shall be bound by these posted modifications and amendments. Other than these exceptions, Customer and Company are not responsible for any agreements other than those stated in this Contract.

b. This Contract shall be governed by and interpreted in accordance with the laws of the State of Minnesota.

c. This Contract may be executed in two or more counterparts, each of which is deemed original but all constitute one and the same instrument. The Parties agree that a facsimile copy of a signature will be deemed original and binding.

d. Except as otherwise specifically provided herein, this Contract is not intended to, and shall not, create rights, remedies, or any benefits of any character whatsoever, in favor of any person, corporation or other entity other than the Parties hereto, and the obligations herein assumed are for the use and benefit of the Parties, their successors in interest, and permitted assigns.

e. This Contract and the rights and obligations of the parties hereunder shall be subject to all valid applicable state, local and federal laws, rules, regulations, ordinances, orders and decisions issued or promulgated for or by any court or regulatory agency having or asserting jurisdiction over this Contract, the services to be performed hereunder or either of the parties hereto.

f. By executing this Contract, Customer grants to Company permission to share information concerning the location of the PV System and other information concerning the RECs owned by Company under this Contract to other Minnesota public utilities, municipalities, cooperatives and other entities that may be involved in REC transactions for the limited purpose of ensuring that the RECs associated with the Customer's PV System have not been sold to another entity.

g. By executing this Contract, Customer grants to Company permission to share with Installer selected by Customer any Customer information necessary to Installer to complete installation of the PV system on Customer's behalf.

h. CUSTOMER AND THE COMPANY HAVE READ THIS CONTRACT AND AGREE TO BE BOUND BY ITS TERMS. AS EVIDENCE OF THEIR AGREEMENT, THEY HAVE EACH SIGNED THIS CONTRACT BELOW ON THE DATE WRITTEN AT THE BEGINNING OF THIS CONTRACT.

As a qualified Company customer, I have read, understand, and agree to the terms of the Contract set forth above and accept the one-time payment described in Section 3(b).

Customer Name (printed): Murphy Warehouse

Signature: [Handwritten Signature] Date: 12/20/11



Based on the actual equipment information provided, Company extends the following one-time payment to Customer:
\$

Northern States Power Company, a Minnesota corporation

By: [Handwritten Signature] Date: 12/22/11
Lee Gabler as authorized agent for Northern States Power Company

Title: DIRECTOR, DSM & RENEWABLE OPS

Please mail the signed Solar® Rewards Contract to the Solar® Rewards program manager at the address shown below. The Contract will be signed by Company and a copy of the Contract will be mailed back to you.

Solar® Rewards – John Wold
Xcel Energy
414 Nicollet Mall – 6th Floor
Minneapolis, MN 55401

Fax: 800-252-4371



MINNESOTA SOLAR*REWARDS CUSTOMER CONTRACT

EXHIBIT 1: ACTUAL SYSTEM INSTALLATION INFORMATION

Installer completes the following AFTER project completion and installation.

Customer name: Murphy Warehouse

Service Address: _____

Installer company: _____

Actual price for PV installation without batteries (attach PV invoice): \$ _____

Company Account Number: _____

Date of PV installation: 10/11/2011

Town / municipality / county: _____

Amount of Solar*Rewards Program payment (\$): \$ _____

TRADE SECRET BEGINS

Array(s) Information:

Arrays	Manufacturer	Model	Module Count	Tracking Type	Tilt	Orientation	Array Size (kW)	Array Output (kWh)

Inverter Installation Information:

Inverter	Manufacturer	Model	Inverter Count	Power Rating	Efficiency

Please check the appropriate box(es) if this is the same as the application for each item: **TRADE SECRET ENDS]**

PV Watts estimate of annual kWh generated: _____ kWh

Battery backup: No

As the installer for this project, I certify that the above-referenced PV equipment was installed at the Service Address listed above.

Installer's Signature

12/15/11

Date



MINNESOTA SOLAR*REWARDS CUSTOMER CONTRACT

EXHIBIT 2: current Company tariff elected by Customer

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

MINNESOTA ELECTRIC RATE BOOK MPUC NO. 2

NET ENERGY BILLING SERVICE
RATE CODE A50

Section No. 9
13th Revised Sheet No. 2

AVAILABILITY

Available to any small qualifying facility (SQF) of less than 40 kW capacity who receives non-time of day retail electric service from Company and offsets energy delivered by Company.

RATE

Metering Charge per Month

Single Phase	\$3.15
Three Phase	\$6.40

Payment per kWh for Energy Delivered to Company in Excess of
Energy Used

	Oct-May	Jun-Sep
With Retail Non-Demand Metered Service	\$0.0913	\$0.0984
With Retail Demand Metered Service	\$0.0521	\$0.0529

TERMS AND CONDITIONS OF SERVICE

1. Energy used by customer in excess of energy delivered by the SQF at the same site during the same billing period shall be billed in accordance with the appropriate non-time of day retail electric rate.

For demand metered General Service customers, the entire kW demand supplied by the Company at the same site during the same billing period shall be billed to the customer according to the appropriate general service demand charge rate.

2. Interconnection charges will be assessed by the Company on an individual basis for all costs associated with addition to or modification of Company facilities to accommodate the SQF. The net interconnection charge is the responsibility of the SQF.

3. The voltage and phase of customer's generator must be consistent with existing service and approved by the Company.

4. The customer must maintain a power factor of the generator as close to unity as is consistent with Company operating standards.

Date Filed: 01-04-10

By: Judy M. Pofer

Effective Date: 01-01-10

President and CEO of Northern States Power Company, a Minnesota corporation



MINNESOTA SOLAR*REWARDS CUSTOMER CONTRACT

EXHIBIT 3: current Rules and Regulations Applicable to Cogeneration and Small Power Production Facilities

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

MINNESOTA ELECTRIC RATE BOOK MPUC NO. 2

RULES AND REGULATIONS APPLICABLE TO COGENERATION AND SMALL POWER PRODUCTION FACILITIES

Section No. 9
Original Sheet No. 5

FACILITY LOCATION AND COMPLIANCE

Customer agrees to locate the qualifying facility (QF) so as to not cause a hazard to the Company distribution system. Wind generators may only be installed at Company approved locations that preclude any possibility of the generation system contacting any Company facilities if the system accidentally topples over. The total tower height, including the propeller when in the highest position, must be used in the determination. Customer agrees that the installation shall be in compliance with all applicable electric codes and the QF will be operated only after the installation has been inspected and approved by the appropriate authorities. Customer understands and agrees that Company approval of the proposed or installed QF does not preclude the necessity of customer obtaining all required permits, building and zoning variations, and applicable inspections.

CONNECTION AND SAFETY DISCONNECT SWITCH

Company agrees to permit customer to connect the proposed QF to the Company distribution system on the load side of customer's meter. The connection must be made through a customer provided, customer installed, National Electrical Manufacturer's Association approved, manual safety disconnect switch of adequate ampere capacity. The switch shall not open the neutral when the switch is open. This switch shall have provisions for being padlocked in the open position with a standard Company padlock. Customer agrees to locate the switch in a position accessible to Company personnel, and further agrees that the switch may be operated by Company personnel at all times that such operation is deemed necessary by Company for safety and operating reasons. QF's using line commutated synchronous inverters shall have the inverters connected on the load side (QF side) of the safety disconnect switch.

DISTRIBUTION SYSTEM ADEQUACY

The proposed QF installation will be reviewed by Company to determine adequacy of the associated Company distribution system components. The customer agrees to reimburse Company for the addition, modification, or replacement of any distribution system components made necessary by customer's QF installation.

INTERFERENCE

Customer agrees to disconnect the QF from the Company distribution system or to reimburse Company for cost of necessary system modifications if operation of the QF causes radio, television, or electrical service interference to other customers, or interference with the operation of Company's system.

SPECIAL METERING

Customer agrees to allow Company at Company's expense to install necessary special metering and measuring equipment at the above address to provide information on the effect of the QF.

(Continued on Sheet No. 9-6)

Date Filed: 11-02-05

By: Cynthia L. Leshner
President and CEO of Northern States Power Company

Effective Date: 02-01-07

Docket No. E002/GR-05-1428

Order Date: 09-01-06

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

MINNESOTA ELECTRIC RATE BOOK MPUC NO. 2

**RULES AND REGULATIONS APPLICABLE TO
COGENERATION AND SMALL POWER PRODUCTION
FACILITIES (Continued)**

Section No. 9
Original Sheet No. 6

PROVISION TO SELECT METERING

Customer to choose one of the following:

1. Detenting of Meter for Parallel Operation With No Sale to Company
Because customer does not intend to sell energy to Company, the billing of customer's electrical consumption provided by Company will be on the available retail rates and the electric meter measuring this consumption will at this time be detented to allow measurement only of energy flow into the customer's premises. Customer will provide all meter socket replacement and rewiring required to accommodate a detented meter.
2. Metering for Parallel Operation With Sale or Wheelage of Excess or All or a Part of Customer Produced Energy
Two meters will be installed in series. One meter will record energy delivered by Company. The second meter will record energy delivered by customer. Customer will provide all meter socket replacement and rewiring required to install these meters.

REVENUE LOSS

Company shall not be liable for revenue lost by customer due to Company's inability to purchase or wheel customer generated energy for any reason not within Company's reasonable control.

LIGHTNING PROTECTION

Customer agrees to effectively ground the QF installation and to provide and install adequate surge arrester protection to prevent lightning damage to any Company distribution system equipment.

BACKFEED PREVENTION

Customer agrees to supply Company a schematic diagram and associated equipment list for the QF control circuitry to enable Company to determine if the QF safety equipment provides a level of safety consistent with the safety level required by Company in its electrical equipment. If further analysis of the proposed QF by Company reveals that it is capable of backfeed into the Company lines during distribution outages, customer shall immediately disconnect the QF from Company distribution system and shall only reconnect the QF through a customer provided, Company approved, interconnect device that will prevent backfeed.

ADDITIONAL SAFETY DEVICES

Customer understands and agrees that as additional QF's are connected to the Company distribution system, Company may require customer to install additional safety devices at customer expense.

(Continued on Sheet No. 9-7)

Date Filed: 11-02-05

By: Cynthia L. Leshner

Effective Date: 02-01-07

President and CEO of Northern States Power Company

Docket No. E002/GR-05-1428

Order Date: 09-01-06

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

MINNESOTA ELECTRIC RATE BOOK MPUC NO. 2

**RULES AND REGULATIONS APPLICABLE TO
COGENERATION AND SMALL POWER PRODUCTION
FACILITIES (Continued)**

Section No. 9
Original Sheet No. 7

KIND OF CUSTOMER SERVICE SUPPLIED TO COMPANY

Customer agrees to supply and Company agrees to accept electric service in the form of 3 phase, 2 wire, alternating current at a nominal frequency of 60 hertz, and at a nominal voltage of 277/480 located at 7033 Central Avenue NE Fridley, MN 55432.

PARALLEL OPERATION

Customer shall provide the necessary equipment as approved by Company to operate the QF in parallel with Company's distribution system. The QF shall be equipped to instantaneously discontinue all output to and energization of Company's distribution system under the following conditions:

1. Deenergized Company system,
2. Sustained line faults on Company system, and
3. Faults on customer's system.

Customer shall consult with Company regarding these minimum requirements, additional protection recommended, and proper operation of customer's generating system. Since the power factor and the voltage at which Company's system and customer's system are operated will vary, each party agrees to operate his system at a power factor as near unity as possible in such manner as to absorb his share of the reactive power, and voltage as conducive to the best operating standards.

INSURANCE

The customer shall maintain during the term of this agreement liability insurance which insures customer against all claims for property damage and for personal injury or death arising out of, resulting from, or in any manner connected with the installation, operation, and maintenance of the QF. The amount of such insurance coverage shall be at least \$300,000 per occurrence. Customer shall furnish a certificate from its insurance carrier showing that it has complied with the provisions of this section and providing that the insurance policy will not be changed or canceled during its term without written 90 day notice to Company.

SPECIAL LOSS FACTOR ADJUSTMENT

If the SQF is located at a site outside Company service territory and energy is delivered to Company through facilities owned by another utility, energy payments will be adjusted downward reflecting losses occurring between point of generation and point of receipt by Company.

(Continued on Sheet No. 9-8)

Date Filed: 11-02-05

By: Cynthia L. Leshner
President and CEO of Northern States Power Company

Effective Date: 02-01-07

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

MINNESOTA ELECTRIC RATE BOOK MPUC NO. 2

**RULES AND REGULATIONS APPLICABLE TO
COGENERATION AND SMALL POWER PRODUCTION
FACILITIES (Continued)**

Section No. 9
Original Sheet No. 8

SPECIAL INTERCONNECTION FACILITIES

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 SQF will require SQF to pay a net interconnection charge in advance.

METERING REQUIREMENTS

The SQF shall make provision for on-site metering. All energy delivered and sold to Company shall be separately metered. On-site use of SQF output shall be unmetered for purposes of compensation. SQF shall cooperate with and allow Company to install and have access to on-site monitoring equipment for purposes of gathering SQF performance data.

Date Filed: 11-02-05

By: Cynthia L. Leshar
President and CEO of Northern States Power Company

Effective Date: 02-01-07

Docket No. E002/GR-05-1428

Order Date: 09-01-06



SCHEDULE A

Generator Owner's Designation of Responsible Party for Distributed Generation Units

The undersigned on behalf of the Generator Owner, Richard Murphy, represents to APX, Inc. ("APX") that:

1. I/we am/are the Generator Owner who holds legal title to the Generating Unit(s) designated below.
2. I/we the Generator Owner hereby designate the M-RETS Account Holder, Northern States Power Company² as the responsible Party with respect to the Generating Unit(s), listed below. The designation made hereunder expires on 12/15/2031.
3. I/we the Generator Owner further represents that I/we have not granted similar authority or permission to any other Subscriber or Account Holder for use in the M-RETS System or any similar system.

Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the M-RETS Operating System Terms of Use and M-RETS Operating Procedures.

[TRADE
SECRET
BEGINS

Array/Name	Manufacturer	Model	ModuleCount
[REDACTED]			
Serial Numbers	[REDACTED]		

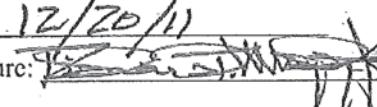

TRADE SECRET ENDS]

PUBLIC DOCUMENT:
CONTAINS TRADE SECRET DATA

RESPONSIBLE PARTY

Name: Kari Chilcott Clark
Title: Renewable Energy Portfolio Manager
Company Name: Xcel Energy
Address: 1800 Larimer, Suite 1000
Address 2: Denver, CO 80202
Date: _____
Signature: _____

GENERATOR OWNER

Name: Richard Murphy
Premise: [REDACTED]
Company Name: Murphy Warehouse
Address: [REDACTED]
Address 2: [REDACTED]
Date: 12/20/11
Signature:  

All information on this Generator Owner's Consent must be typed or neatly printed in blue or black ink.

Return the original, completed Consent to:
Xcel Energy
MN Solar*Rewards
414 Nicollet Mall
Minneapolis, MN 55401



08/04/2011
Murphy Warehouse
c/o Richard Murphy
[Redacted]

Xcel Energy Account Number: [Redacted]
Xcel Energy Account Owner: Murphy Warehouse c/o Richard Murphy
Install Address: [Redacted]

Application ID#: [Redacted]
Subject: Minnesota Solar*Rewards Acknowledgement Letter

Dear Richard Murphy

Thank you for your interest in Xcel Energy Solar*Rewards. We are pleased to offer you an incentive payment of \$ [Redacted], payable to the account owner listed above or as authorized below by the account owner. This offer is contingent upon verification & final approval of the completed photovoltaic (PV) project and a signed MN Solar Rewards Contract with Xcel Energy. Xcel Energy reserves the right to recalculate the incentive payment if any project details differ from the original application. Your project is approved based on the following specifications:

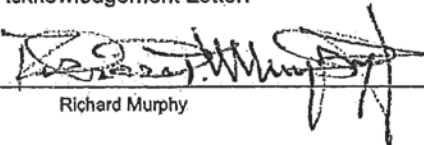
Array	Manufacturer	Model	Module Count	Tilt	Orientation	STC Rating (kW DC)	Array Output (kWh)*
[Redacted]							
Inverter	Manufacturer	Model	Inverter Count	Power Rating	Efficiency		
[Redacted]							

This approved incentive payment is based on the above information supplied by you and the installer and is valid through December 15, 2012. If your project will be completed after this date or if your project scope changes; please contact the MN Solar*Rewards Program Manager for an extension and an updated incentive payment evaluation. As a part of this agreement, the customer agrees to convey all of the Renewable Energy Credits (RECs) or similar green attributes produced by the system to Xcel Energy for the 20-year term of the contract.

Yes, please e-mail the final contract to me at [Redacted] Otherwise it will be mailed to the mailing address above.

Sincerely,
MN Solar*Rewards Program Manager
Please return the signed Acknowledgment Letter by fax 612-318-4785,
email SolarProgramMN@xcelenergy.com,
OR mail (MN Solar*Rewards, Xcel Energy, 414 Nicollet Mall 6th Floor, Minneapolis MN 55401)

I hereby confirm and accept this Acknowledgement Letter.


Richard Murphy

[TRADE
SECRET
BEGINS

TRADE
SECRET
ENDS]

Date: 09, 29, 2011

This promotion applies only to Minnesota Solar*Rewards. Xcel Energy reserves the right to recalculate the Solar*Rewards incentive payment, if final equipment specifications and installation standards differ from specifications listed above.

Shading Denotes Trade Secret Information

**Amendment No. 1 to
Minnesota Solar*Rewards Customer Contract
With
Addendum to Solar*Rewards Contract Addressing Minnesota Bonus Rebate
Between Northern States Power Company
And Murphy Warehouse Company**

THIS Amendment No. 1, is made this 18 day of June, 2015, between Northern States Power Company, a Minnesota corporation and wholly owned subsidiary of Xcel Energy Inc. ("Xcel Energy" or "Company") and Murphy Warehouse Company ("Customer")

WHEREAS Xcel Energy and Customer entered into that certain 20 year term Minnesota Solar*Rewards Customer Contract with Addendum to Solar*Rewards Contract Addressing Minnesota Bonus Rebate ("S*R Contract") dated December 20, 2011, under which Customer participates in the first generation Solar*Rewards program and Minnesota Bonus program for that certain [REDACTED] kW PV System ("PV System"); and,

WHEREAS the Service Address identified in the S*R Contract is [REDACTED] ("Original Service Address"); the S*R Contract in paragraph 4.e provides that "The PV System shall be located on the Customer's facilities at the Service Address at all times during the term of this Contract"; and, the Customer removed the PV System from the Original Service Address on or about October 21, 2014 ("PV System Removal Date"); and,

WHEREAS the S*R Contract provided for 1.) an upfront Solar*Reward payment to the Customer of \$2.25 per watt (totaling \$ [REDACTED]) and 2.) five consecutive annual Minnesota Bonus payments of \$ [REDACTED] (totaling \$ [REDACTED]). To date, the upfront Solar*Rewards payment and three of these five consecutive annual Minnesota Bonus payments have been paid; and,

WHEREAS the S*R Contract payments were premised on the PV System being at the Service Address identified in the S*R Contract for the entire 20 year term and the Company was to receive the Renewable Energy Credits ("RECs") for this term, but with the PV System being removed fewer RECs would be conveyed to the Company.

WHEREAS the Customer would like to re-install the PV System within the Company's service territory at the Customer's property located at [REDACTED] ("New Service Address"); the Customer already has an existing [REDACTED] kW Solar*Rewards system at the New Service Address; and, that existing system is subject to a first generation Solar*Rewards contract. Neither that contract nor the S*R Contract bars having multiple Solar*Rewards systems on the same property; and,

WHEREAS, the parties are willing to amend the S*R Contract, subject to approval by the Minnesota Public Utilities Commission ("Commission"), to allow the installation of the PV System at the New Service Address and to adjust the remaining annual Minnesota Bonus payments to reflect the period of time the PV System has been not been interconnected.

NOW, THEREFORE, the parties hereby amend the S*R Contract with the following terms and conditions:

AGREEMENTS

1. This Amendment No. 1 shall only become effective after it is approved by the Commission and the parties have signed it. The effective date of this Amendment No. 1 shall be as determined by the

Commission, but shall not be any earlier than the date that the PV System is interconnected at the New Service Address.

2. The Customer shall submit an interconnection application for installing the PV System at the New Service Address through the Company's Section 10 tariff and pay all applicable Section 10 tariffed fees. If the PV System qualifies for interconnection, the parties shall sign the Section 10 tariff interconnection agreement. Any Customer submission of such a Section 10 interconnection application before the Commission approval of this Amendment No. 1 is at the Customer's own risk. If such an *Interconnection Agreement is signed by both parties*, then the Customer is allowed to install the PV System at the New Service Address under the provisions of the S*R Contract.

3. All references in the S*R Contract to the Service Address being the Original Service Address shall mean the New Service Address as of the date of interconnection at the New Service Address.

4. The remaining annual Minnesota Bonus payments shall be adjusted to reflect the "Interconnection Time Gap" compared to the 20 year term (or 7305 days) of the S*R Contract. The Interconnection Time Gap is defined as the length of time between the PV System Removal Date and the later of 1.) the date of PV System interconnection at the New Service Address and 2.) the effective date of this Amendment No. 1. The adjustment will be calculated by adding the upfront Solar*Rewards and five annual Minnesota Bonus payments already paid or otherwise payable under the S*R Contract (\$ [REDACTED]) and reduce the final as-yet unpaid Minnesota Bonus payments (\$ [REDACTED]) so that total of the upfront Solar*Rewards and annual Minnesota Bonus payments reflect a pro-rata reduction based on the "Interconnection Time Gap" compared to the 20 year term of the S*R Contract. The remaining Minnesota Bonus payments shall be equally adjusted to reflect the total amount to be paid based on this new calculation. In mathematical formulas, this is shown as follows:

$$\begin{aligned} \text{Remaining Minnesota Bonus Payments} &= \text{Total Payments Due} - \text{Past Payments} \\ \text{Past Payments} &= \$ [REDACTED] \\ \text{Total Payments Due} &= \$ [REDACTED] - (\$ [REDACTED] * (\text{Interconnection Time Gap (in days)}/7305 \text{ days})) \end{aligned}$$

5. If the PV System is not interconnected at the New Service Address by May 31, 2016, then paragraphs 3 and 4 of this Amendment No. 1 are automatically cancelled, and the Company can seek any appropriate remedy under the S*R Contract relating to the removal of the PV System from the Original Service Address including but not limited to recouping some or all of the upfront Solar*Rewards and annual Minnesota Bonus payments previously paid.

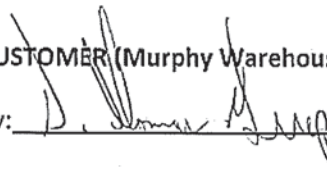
6. The new premise number of the PV System at the New Service Address is: [REDACTED]

7. This Amendment No. 1 does not extend the term of the S*R Contract.

8. All other terms of S*R Contract remain unchanged.

THE CUSTOMER AND THE COMPANY HAVE READ THIS AMENDMENT NO. 1 AND AGREE TO BE BOUND BY ITS TERMS. AS EVIDENCE OF THEIR AGREEMENT, THEY HAVE EACH SIGNED THIS AMENDMENT NO. 1 BELOW ON THE DATE WRITTEN AT THE BEGINNING OF THIS AMENDMENT NO. 1.

CUSTOMER (Murphy Warehouse Company)

By:  _____

NORTHERN STATES POWER COMPANY, a

Minnesota corporation and wholly owned

subsidiary of Xcel Energy Inc.

By:  _____

Lee Gablet

(Title) Senior Director, Customer Strategy and Solutions

Northern States Power Company, a Minnesota Corporation

CERTIFICATE OF SERVICE

I, Lynnette M. Sweet, hereby certify that I have this day served copies or summaries of the foregoing document on the attached list of persons.

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

xx electronic filing

**DOCKET NO. E002/M-10-1278
E002/M-13-1015
MISCELLANEOUS ELECTRIC SERVICE LIST**

Dated this 2nd day of July 2015

/s/

Lynnette M. Sweet

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Michael	Allen	michael.allen@allenergysolar.com	All Energy Solar	721 W 26th st Suite 211 Minneapolis, Minnesota 55405	Electronic Service	No	OFF_SL_10-1278_Official
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Daniel	Williams	DanWilliams.mg@gmail.com	Powerfully Green	11451 Oregon Avenue N Champlin, MN 55316	Electronic Service	No	OFF_SL_10-1278_Official
Daniel P	Wolf	dan.wolf@state.mn.us	Public Utilities Commission	121 7th Place East Suite 350 St. Paul, MN 551012147	Electronic Service	Yes	OFF_SL_10-1278_Official

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Daniel P	Wolf	dan.wolf@state.mn.us	Public Utilities Commission	121 7th Place East Suite 350 St. Paul, MN 551012147	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric